

CSI Commercial Card Agreement

This CSI Commercial Card Agreement ("Card Agreement") is a part of the CSI Master Services Agreement ("MSA") and is governed by the General Terms and Conditions ("General Terms"). Capitalized words not otherwise defined herein have the meaning set forth in the MSA or General Terms. This Card Agreement is entered into by and between CSI and Company and sets forth the terms and conditions pursuant to which CSI shall provide Company with CSI's commercial card services. By entering into this Card Agreement, Company hereby agrees to receive the CSI commercial card services pursuant to the MSA and General Terms as modified and amended by the terms and conditions set forth in this Card Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CSI and Company, intending to be legally bound, do hereby agree as follows:

CSI Description of Services - Subject to the terms, provisions and conditions of this Card Agreement, CSI shall provide a commercial card accounts payable service (the "Service") consisting of the establishment of an Account (as defined in Section 1 a of the General Terms and Conditions), the Virtual Cards (as defined in Section 1 below) and the related services described in this Card Agreement. The Service is an offering under an online system operated by CSI to facilitate electronic payments to certain vendors (a "Vendor" or "Vendors" as the case requires). The Service may only be used for business or commercial purposes and not for personal, family, household or other consumer purposes.

1. Card Programs. The Service is designed to handle an organization's accounts payable, purchasing, and, where available, travel and related expense needs through a commercial card payment platform. CSI, in accordance with Company's request, shall provide Company with virtual or lodged commercial payment cards ("Virtual Cards") which are issued by a financial institution which is party to an agreement with CSI, as may be determined by CSI in its discretion (the "Issuing Bank").

2. Representatives. CSI will rely on the information provided by an Authorized Person or Company's other agents, officers, employees and representatives ("Representatives") in providing the Service to Company. Any changes in Representatives or to the information Company provided to CSI must be promptly communicated to CSI and given or promptly confirmed in writing although CSI may, in its sole discretion, act on oral requests for changes. CSI may request separate documents, certificates or resolutions from Company to establish the authority of Company's Representatives. Any change shall be effective only after CSI receives the proper request for such change and CSI has had a reasonable opportunity to act on the request. Until then, CSI may rely on Company's Representatives as previously provided to CSI. Company agrees that CSI may refuse to comply with requests from any person until CSI receives documentation reasonably satisfactory to CSI confirming the person's authority to bind Company. CSI shall not be liable or responsible to Company for any Authorized Person or Representative who exceeds the limits of his or her authority.

3. Issuance of Virtual Cards.

a) Virtual Cards. Upon completion of the set-up process, CSI will establish the Account, against which Virtual Cards may be created in accordance with this Card Agreement and CSI's procedures. Company may submit and approve payment instructions requesting the creation of a Virtual Card. Assuming sufficient funds have been placed on the Company Account, all transactions with a Virtual Card will be honored unless the Virtual Card or the Account has been effectively blocked as provided in this Card Agreement or as otherwise determined by CSI or Issuing Bank. Unless and until a Virtual Card has been blocked, the Virtual Card is valid and may be used for transactions, and renewal or replacement Virtual Cards and associated account numbers may be generated and issued as appropriate. Once issued as requested by Company and subject to the provisions of this Card Agreement, Company is solely responsible for the use of the Virtual Card and associated account number and for imposing and enforcing any limits or restraints Company imposes on the use of the Virtual Card.

b) Responsibility for Transactions. Company is responsible for the use of each Virtual Card and Account number by Company, any Authorized Person, Account Administrator (as defined below), and any other of Company's personnel. As part of this responsibility, Company agrees to: (i) limit use of all Virtual Cards to business or commercial purposes on Company's behalf; (ii) to impose internal controls and procedures to prevent fraud and unauthorized use of a Virtual Card; and (iii) to daily review and reconcile all Account activity and transactions as further described below.

c) Transactions. Unless otherwise restricted by CSI, Company Virtual Cards and the Account may be used to effect accounts payable transactions and other commercial purchasing transactions via the Service. Where available, and if requested by Company, the Virtual Cards and the Account may also be used to effect travel and other commercial expense transactions. CSI is not responsible for the failure or refusal of anyone to honor a Virtual Card. Subject to the express limitations set forth in this Card Agreement, Company is responsible for all uses of each Virtual Card and account number regardless of the means by which the transaction is affected and regardless of whether it is authorized by Company or violates Company's internal policies, controls or restrictions. Merchant category and velocity controls, when properly implemented and used by Company and reported by the merchant, can be effective in controlling transaction activity.

4. Account Administrator. The Account Administrator has the authority to designate personnel with access to some or all of the administrative features of the Service, including to: (i) create Virtual Cards to effect transactions; (ii) block a Virtual Card and change the Virtual Card limit associated with a Virtual Card; (iii) select, create, adjust and maintain settings through the online features that implement available spending controls; (iv) monitor, and obtain information and reports about Account and Virtual Card use; and, (v) accept and act on all communications from us regarding the Service. CSI may, without further inquiry, rely on, deal with and accept instructions related to the Service from any person who identifies himself or herself as the person designated by Company as the Account Administrator.

5. Company Transactions.

a) Obligation. Company shall be responsible for all payments made from the Account.

b) Foreign Currency and Cross-Border Transactions. To convert transactions made in foreign currencies into U.S. dollars, the relevant card association or its affiliate ("Card Association") will use its then-current currency conversion rates and the procedures established by such Card Association in its sole discretion, as further defined in the Fee Schedule. Further, if a merchant's country code applied to a transaction differs from Company's country code, a cross-border fee will apply as further detailed in the Fee Schedule.

c) **Unauthorized Transactions.** If Company believes that a transaction on Company's Account was unauthorized, Company must notify CSI as soon as possible but not more than sixty (60) days after the posted date of the transaction. Company will be required to provide CSI with reasonable information about the transaction to enable CSI to investigate the matter, and to reasonably cooperate with CSI in any investigation.

6. Account Statements. Account statements and reports are available securely on-line through the Program. Company understands and agrees that CSI may filter data received from merchants from time to time as necessary to provide complete reporting information to Company.

7. Prefunded Account Balance.

a) **Account Funding.** Company shall maintain sufficient funds in Company's Account to support the transactions contemplated under this Card Agreement and any other Services. If Company does not have sufficient available funds in Company's Account to cover the transaction amount, the transaction will be declined. Company acknowledges and agrees that the funds available to perform transactions are limited to the funds that have been added to Company's Account that are not subject to a hold. Company is not authorized to use funds added to Company's Account in error. Company is not authorized to access Company's Account for the purpose of withdrawing funds; provided that Company may, however, request a return of funds through Company's Account Administrator and such request will be processed and completed by CSI or the Issuing Bank as soon as is commercially practicable. Any transaction that could create a negative balance for Company's Account is not permitted but may occur in limited circumstances. Adjustments may be made to Company's Account to reverse an error, reflect a Vendor adjustment, or resolve a dispute regarding a transaction posted to Company's Account. These processing and adjustment entries could cause Company's Account to have a negative balance. If Company's Account has a negative balance, Company agrees: (i) that CSI may automatically apply any subsequent deposits to Company's Account to satisfy the negative balance, and (ii) to fund Company's Account on demand by a wire transfer, ACH, or other payment method authorized by CSI for the amount of the negative balance. If no future funds are added to Company's Account, CSI may send Company a notice explaining the reason for the adjustment and requesting payment by wire transfer, ACH, or other payment method to satisfy the negative balance.

b) **Changes.** CSI may from time to time and in its sole discretion (i) block one or more Virtual Credit Cards, or (ii) limit the number and amount of transactions on the Virtual Credit Card or the Account. CSI will notify Company promptly in the event CSI decides to take such action on the Account. While CSI expressly reserves the discretion described in this paragraph, except for cases of known or suspected fraud, changes resulting from regulatory requirements or where CSI believes there exists a risk of loss, CSI will use commercially reasonable efforts to consult with Company in advance taking action on an Account.

8. Fee Schedule. Company agrees to pay all fees and charges associated with the Account including those set forth in the fee schedule (Exhibit B) of the MSA (the "Fee Schedule"), which is incorporated into this Card Agreement by this reference. Company agrees to pay the account fees and charges disclosed in the Fee Schedule or in writing elsewhere. The Fee Schedule may be revised as provided in the MSA. If there is any conflict between this Card Agreement and the Fee Schedule, this Card Agreement shall govern, but only to the extent reasonably necessary to resolve the conflict.

9. Account Controls.

a) **Monitoring Obligation.** Company is responsible for monitoring the use of the Virtual Cards, Account numbers and the Account, and detecting unauthorized or improper use. CSI offers online account management tools through the Online Features, as defined below, to assist Company in carrying out this responsibility, including access to transaction information and the means to block a Virtual Card or impose limits on the use of a Virtual Card.

b) **Unauthorized Use.** Company is responsible for blocking any misused Virtual Cards or lost or stolen Virtual Card Account numbers, or Virtual Cards or the Account that Company suspects may have been the subject of fraud, unauthorized use or misuse, and the Virtual Card (and associated authorization) of any personnel no longer authorized by Company to use a Virtual Card or Account number, whether as a result of termination of employment or otherwise. Company may also block or terminate a Virtual Card by calling or e-mailing CSI's customer service center as soon as the need arises. Company understands that CSI will require a reasonable amount of time to act on any request made by telephone or e-mail.

c) **CSI's Programs.** CSI may (but are not obligated to) apply software programs and other techniques to detect patterns and other indications of potential fraud and unauthorized use of the Account. These programs and techniques are not a substitute for proper Account management and the implementation and enforcement of Virtual Card controls by Company and cannot be relied upon to prevent fraud or unauthorized use. CSI's techniques may, however, result in the denial of a transaction, reduction of limits or other actions as indicated by such programs and techniques.

10. Online Features. CSI offers online access features as part of the Service ("Online Features") to enable Company to access information about, and administer and manage, the Account. The use of the Online Features is subject to the limitations and specifications CSI provides for the Online Features. Some or all of the Online Features may be hosted or provided by the Card Association or another third party and are also subject to any terms of use established by CSI or that third party. Updates and new features of the Online Features will be described, and any related terms of use will be posted on the applicable website; updates and features offered by CSI, and the related terms and conditions of use will become part of the Service and this Card Agreement upon first use by Company.

11. Rebate Program. Company may qualify for a rebate program. The rebate program, if applicable to the Account, is only available if the Account is open, in good standing, and is not in default of the MSA. Please refer to Exhibit A, Rebate Incentive Agreement, of the MSA for specifics regarding rebates. CSI reserves the right to change or terminate the rebate program at any time and in any manner with prior notice. Changes may include, among other things, changing the benefits, imposing additional restrictions, or terminating the program. In addition, CSI reserves the right to remove any account from the rebate incentive program in the event of any fraud or abuse. Participation in the rebate incentive program will be suspended if the account is suspended. The Rebate Incentive Program is subject to modification or termination, at the option of the CSI, should any of the current structures between globalVCard LLC, CSI Enterprises, Inc., Issuing Bank, and/or Processor change, or if there are changes in card association interchange rates, and/or if legislation governing interchange rates is modified, as they may from time to time. Company is not entitled to incentive until Issuing Bank has funded and settled with CSI. The rebate program is not sponsored or administered by the Issuing Bank.

12. Exclusivity. Company agrees that CSI will be Company's exclusive provider of the Service, and Company will not use the services of any third party that are substantially similar or competitive with CSI for the Service provided under to this Card Agreement.

13. General Provisions.

a) **Vendors.** CSI has no liability or responsibility for a Vendor's refusal to accept a payment made via the Service. If Company has a payment dispute with a Vendor, CSI requires that Company first attempts to resolve the dispute directly with the Vendor. If Company is unable to resolve the dispute, Company may

request that CSI process a chargeback, subject to applicable Card Association rules. If CSI agrees to process the chargeback, Company will be required to complete a dispute form provided by CSI, provide any additional information CSI requests relating to the dispute and cooperate with CSI. Company is in all events responsible for any transactions made with Company's Account or the Service.

b) Compliance with Law. CSI and Company each agree to comply with and be responsible for all applicable state, local and federal statutes, rules, regulations, orders, directives, policies and other laws, and the rules and regulations of any applicable Card Associations or payment clearing system.