

CSI General Terms and Conditions

By executing the MSA, you ("Company," "you") agree that these General Terms and Conditions ("General Terms") govern your use of the Services (as defined below) and form a part of your agreement with globalVCard LLC d/b/a Corporate Spending Innovations ("CSI" "we" "us" "our") (collectively, the MSA, these General Terms, and the Service Agreements are referred to herein as the "Agreement"). Capitalized words not otherwise defined herein have the meaning set forth in the MSA.

1. Services.

a) General. CSI will provide the commercial payments services subscribed to by Company in the MSA and as part of Company's set up and implementation process with CSI including, as selected by Company in the MSA and as made available by CSI via CSI's Paysystems® for accounts payable and business payment transactions (the "Program"), which may include: (i) virtual and lodged commercial cards, (ii) network/ACH, (iii) check, (iv) Direct Bank ACH, and/or (v) other payment solutions as may be offered by CSI from time to time (each individually a "Service," and collectively, the "Services"). Company will be provided a CSI Paysystems account (the "Account") which gives Company access to the Services and features they have elected to use, enabling them to view and manage payments, vendors, reports, and users according to the permissions their Account has been configured to support. Associated with the Company's Account is also a ledger of the funds deposited and available for payment transactions.

b) Commencement/Continued Use. Unless otherwise set forth in the applicable Service Agreement, the "Commencement Date" of a Service not in effect as of the effective date of the MSA is the date agreed to by the parties in writing. CSI may postpone implementation, suspend use of a Service, or require additional information or documentation, if Company (i) fails to timely provide required information, (ii) fails to implement the Service within 180 days of submission of the MSA, or (iii) ceases using a Service for a period of more than 180 days.

c) Authorized Third Parties. Company may be accessing the Program or utilizing the Services via a third-party integration (such as an ERP system) or permitting a third-party service provider to access the Program on behalf of the Company (such as a managed service provider). To the extent applicable, Company hereby grants such third parties identified/confirmed by Company (each an "Authorized Third Party") access to the Program and Services, as necessary, on behalf of the Company. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS OR ANY OTHER AGREEMENT, CSI SHALL NOT BE LIABLE FOR, AND COMPANY HOLDS CSI HARMLESS FROM, THE ACTS AND OMISSIONS OF ANY SUCH AUTHORIZED THIRD PARTY.

d) CSI Responsibilities. CSI will provide Company with (i) availability of the Service in accordance with these General Terms and the applicable Service Agreement; and (ii) with standard reporting, if any, associated with use of the Service. CSI shall perform the Services in all material respects in compliance with applicable laws. CSI may delay performance until Company has paid all applicable fees required under the Service Agreement. CSI may subcontract the performance of certain Services or portions thereof to a third party (each a "Subcontractor"), provided, that CSI shall remain responsible to Company in accordance with these General Terms for the Services performed by any Subcontractor (the "Subcontracted Services") to the same extent as if the Subcontracted Services were performed by CSI. Other than Subcontractors, CSI is not responsible for and does not control any third parties in conjunction with the Services. CSI shall at all times be in compliance with the Payment Card Industry Data Security Standards (PCI-DSS).

e) Company Responsibilities. Company will: (i) except as otherwise provided in this Agreement, assume all risk and liability associated with transactions, including any risk of counterfeit, charged-back or fraudulent transactions; (ii) use each Service in accordance with the MSA, these General Terms, and the applicable Service Agreement; (iii) timely deliver any data or other information necessary for the provision of the Service in an electronic form and format approved by CSI; (iv) be solely responsible for providing any information or cooperation required from its payees, customers, or other third parties in order to commence or continue the Service; (v) have sole responsibility for verifying the accuracy, completeness or authenticity of any data furnished by Company or a third party; (vi) be responsible for all charges made via Company's Account for goods or services purchased by or paid on behalf of Company or anyone authorized to use Company's Account as more particularly detailed in the applicable Service Agreement; (vii) be solely responsible for the acts, omissions (including delays), and training of its employees and authorized users; (viii) monitor and comply with all laws applicable to Company's use of a Service, including but not limited to those laws relating to automated clearing house transfers, network associations, electronic funds transfer, and privacy ("Legal Requirements") and (ix) appoint an individual to serve as Company's administrator ("Account Administrator") with complete authority to administer and manage the use of the Services on Company's behalf.

f) Payees. CSI cannot guarantee the timing of any payee's application of payments made through the Service, and CSI will not be liable for any late payment fees assessed or any disrupted services between such payee and Company that may result from the failure of a payee to timely apply any amounts sent on Company's behalf.

g) Erroneous and Disputed Payment. Company acknowledges that CSI cannot "stop payment" on any transaction. For any erroneous or disputed transaction, Company should refer to the applicable service agreement and must follow the disputed transaction process as posted on the CSI website.

h) Changes to Services. CSI may change any features, functions, card brand, third party provider, or attributes of a Service, or any element of its systems or processes, from time to time. Except as may be required by Card Network rules or applicable law, such changes shall not have a material adverse impact on the functionality or performance of a Service. Company acknowledges and agrees that the card network utilized to provide transactions under this Agreement shall be selected by CSI in its sole discretion.

i) Business Purpose. Company represents and warrants that it will use the Services only for lawful business purposes and that the Services will not be used for personal, family or household purposes.

j) ACH Authorization. If requested, Company authorizes CSI to initiate ACH debit entries to the account identified in such authorization form, including micro-deposits used to verify the account during set-up. This authorization shall remain in effect for the banking information provided with the MSA unless and until CSI has received written notification from Company that this authorization has been terminated in such time and manner to allow CSI to act on such instructions. The Company hereby represents and warrants that the person submitting the banking information with the MSA is an authorized signatory on the account provided and all information regarding the account is true and correct. Company acknowledges that any ACH debits returned must be resolved directly with its bank.

2. Information.

a) Company Identification Program. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business entity that establishes an account. The foregoing applies to CSI as a third-party service provider and, as such, when Company establishes an Account, Company must provide CSI or Issuing Bank, with Company's business entity name, principal and local (if different) address, date of formation, employer identification number and other information reasonably requested by CSI or Issuing Bank. Company agrees that CSI or Issuing Bank may seek information about Company from third parties to confirm Company's identity or for other Account related purposes. CSI is required to follow these procedures even if Company is already a customer of CSI. In addition, Company will be required to

provide all information required by CSI and the Issuing Bank to perform know your customer ("KYC") and due diligence requirements, including such information related to Company's personnel who are intended to administer, monitor, or otherwise oversee Services, and such additional information as may be required by CSI or Issuing Bank. If Company fails to provide such information, documents, or otherwise successfully complete the onboarding process, CSI may decline to provide Services to Company without fault or liability.

b) **Information CSI Requires.** Before CSI can make any Service available to Company, Company is required to complete a set up and implementation process and complete any forms or documents reasonably necessary for CSI to provide the Service. This process includes the selection of important features and options available in conjunction with the Service, and the designation of persons with authority to act for Company (each an "Authorized Person"). In addition, CSI may require information or the execution of documents at various times throughout the duration of the Agreement. Company agrees to provide any information and to execute such documents that CSI reasonably requires in connection with the Program.

3. Data.

a) **Customer Data.** Company shall ensure the validity, accuracy and completeness of all information, data and instructions provided to CSI (including Personal Information, or data exchanged with or provided to CSI on Company's behalf) (collectively "Company Data"), which CSI may rely on without verification. CSI is not required to act on instructions provided by Company if CSI reasonably doubts any instructions, or Company's compliance with these General Terms or any Legal Requirements. CSI, Authorized Third Parties, Issuing Bank, and Subcontractors, as defined below, may use Company Data to perform the Services, as required or permitted under applicable law, for reasonable business purposes, including, without limitation transaction monitoring, intelligent payment decisioning and programs relating to the Services, and other lawful purposes. CSI may use Company Data in connection with research and development or creation of data and analytics tools and products in accordance with applicable law. CSI or its affiliates shall own all right, title or interest in or to any information, products, services or intellectual property arising from such use. CSI's use of information, including the development of commercial products as a result of or in connection with such research and development activities, will not be a violation of the Agreement. CSI shall not sell Company Data or provide Company Data to any third party except as provided herein.

b) **Data Sharing.** Company hereby authorizes CSI to share Account information with any Authorized Third Party, including but not limited to providing Account balances, transaction and card usage information, and reporting, as necessary under any Service Agreement. Company hereby confirms that it has provided permission to the Authorized Third Party to use such information as is necessary to obtain the Services.

4. Fees and Other Charges.

a) **Fees.** Company will pay CSI for all fees, additional service fees and special fees, costs and charges permitted under this Agreement, as set forth on the Fee Schedule, Exhibit B of the MSA (collectively, "Fees"). CSI reserves the right to modify the Fees applicable to the Services from time to time in accordance with the terms of Section 14(a) hereof.

b) **Taxes.** Except for CSI's income tax, Company will pay, or reimburse CSI for, any and all applicable sales, use, excise, franchise or other taxes (collectively, "Taxes"), whether federal, state or local, however designated, which are levied or imposed with respect to Company's use of the Services.

5. Fraud. CSI may, in its discretion, suspend or terminate the Services, without notice to Company, if CSI reasonably suspects fraudulent, illegal, or improper activity. Company shall cooperate with CSI to prevent and detect fraudulent activity in connection Company's use of the Services. Company shall promptly provide documentation and information which may be reasonably requested by CSI in connection with its investigation of any suspected fraudulent, illegal, or improper activity.

6. Intellectual Property. Except as expressly provided herein, these General Terms do not grant either party any right, title, interest, or license (express or implied) to any patent, trademark, service mark, copyright, trade secret or proprietary right associated with, on the part of CSI, the Services, or, on the part of either CSI, or Company, applications or business methods of the other party (or those of such party's affiliates) required or provided in connection with the Services (whether owned or licensed by such party or its affiliates or a third party); or arising from CSI or its affiliates' research and development activities. CSI may use Company's name and logo in publicity indicating that Company and CSI have entered into a contractual relationship.

7. Confidentiality.

a) **Confidential Information.** "Confidential Information" means all data or information that is competitively sensitive and/or not generally known to the public; including, but not limited to, information which is marked confidential or proprietary, customer lists, technology, inventions, systems, operations, facilities, products, services, discoveries, ideas, concepts, research, development, processes, operating procedures, marketing, business and development plans, pricing, policies and financial information. Confidential Information does not include information which: (i) is or becomes part of the public domain through no fault of the receiving party; (ii) was already known to the receiving party prior to its disclosure; (iii) is lawfully obtained from a third party without obligations of confidentiality; or (iv) is independently developed by the receiving party without reference to any Confidential Information of the other party.

b) **Disclosure and Use Restrictions.** Neither party will disclose, reproduce, transfer or use the other party's Confidential Information; provided, however, that (i) CSI and its employees, affiliates, agents, advisors, Issuing Bank, or Subcontractors may access and use Company's Confidential Information and information provided by Company, which may include Personal Information (as defined below), in order to provide the Services, provided that such third party agents and Subcontractors will comply with the confidentiality provisions of the Agreement, (ii) as applicable, each Authorized Third Party has been authorized by Company to access and use Company's Confidential Information or Personal Information (defined below) in connection with the Services, and (iii) either party may disclose Confidential Information as may be required by law, regulation, court order, or subpoena, provided the disclosing party uses reasonable efforts to notify the other party prior to disclosure (unless such notification is prohibited by law, regulation, court order or subpoena) so such party may, at its own cost, seek to prevent or limit such disclosure.

c) **Company's Information Security.** Company is responsible for the security of all non-public or personally identifiable information, including usernames and passwords, which are on the systems or equipment under Company's control. Company will maintain information security practices, which comply with applicable law and are reasonably designed to prevent unauthorized access to, use, disclosure, or alteration of, Personal Information. In the event of a breach of Company systems or equipment, Company will take such steps as may be necessary and appropriate to secure its systems and prevent further unauthorized access and shall comply with applicable law and card network requirements. CSI does not require the download of any software and as such is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," or "spyware"), problems or malfunctions resulting from any computer viruses, and CSI is not responsible for any damage to Company's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. CSI is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Company's operating systems.

d) **Equitable Relief.** CSI and Company agree there is no adequate remedy at law for a breach of the confidentiality, disclosure, use, safeguarding and ownership requirements (collectively, the "Confidentiality Requirements") related to Confidential Information and Personal Information herein. A breach of the Confidentiality Requirements may cause irreparable harm for which non-breaching party may not have an adequate remedy at law; and, therefore, the non-breaching party will be entitled to seek injunctive relief (without posting a bond or other security) against the breaching party in addition to any other rights or remedies available at law or in equity.

e) **CSI Data Security.** CSI shall comply with the data privacy and security policies as set forth in the attached Data Processing Addendum (the "DPA"), to the extent it is consistent with industry standards and applicable law.

8. Representations and Warranties.

a) Each party represents and warrants that: (i) it has the right, power, and ability to enter into and perform under the Agreement; (ii) the execution of the MSA and provision or use (as applicable) of the Services described herein does not violate any law or contract applicable to such party; and (iii) it will comply with applicable law in connection with its performance under this Agreement.

b) Company additionally represents and warrants that, if applicable, Company has a valid agreement with the Authorized Third Party to use the Program and permits the Authorized Third Party to utilize the Services for and on behalf of the Company.

9. No Use of Services for Illegal or Unapproved Purposes. Company shall not use the Services in connection with any product, service or activity that is illegal under applicable federal or state law, Card Network rules, or prohibited by restrictions imposed by the bank that issues the commercial cards under the program or holds any related funds (the "Issuing Bank"). Specifically, Company agrees not to use the Service in connection with any business of placing, receiving or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006.

10. Information to Issuing Bank; Audit. Upon request, Company shall furnish to CSI, or Issuing Bank, information pertaining to Company's access to and use of the Program and Services. Company understands such information may be subject to review and audit by the Issuing Bank and its regulators and auditors ("Auditing Parties"). Company agrees to fully cooperate with each Auditing Party in conjunction with any review or audit by such Party. This Section 9 shall survive the termination or expiration of the Agreement to the extent required by applicable law.

11. Disclaimer of Warranties. COMPANY ACKNOWLEDGES AND AGREES THAT COMPANY'S USE OF THE SERVICES SHALL BE AT COMPANY'S SOLE RISK, AND THAT THE SERVICE IS PROVIDED BY CSI ON AN "AS IS," "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE PROVIDED HEREIN, CSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY, AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. COMPANY AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY CSI EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT. CSI DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED.

12. Limitation of Liability.

a) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS OR ANY OTHER AGREEMENT, CSI SHALL BE LIABLE ONLY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND CSI'S LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY COMPANY TO CSI FOR THE SERVICES FOR THE PERIOD OF SIX MONTHS IMMEDIATELY PRECEDING THE DATE OF EVENT GIVING RISE TO THE DAMAGES.

b) IN NO EVENT SHALL CSI BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF, OR RELATED TO, THE USE BY COMPANY OF THE SERVICE EVEN IF CSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

13. Relationship. CSI is an independent service provider and neither CSI nor any of its representatives are an employee, partner, or joint venturer of Company. Except as expressly stated in the Agreement, neither party shall be an agent of the other, nor have any authority to represent the other in any matter.

14. Term and Termination.

a) This Agreement (including any applicable Service Agreements) shall commence on the later of the date of the last signature on the MSA, or CSI's approval of the MSA (for which CSI will provide notice to Company) and shall remain in full force and effect for five (5) years (the "Initial Term"), provided that the Initial Term shall automatically renew for successive periods of one (1) year each (each a "Renewal Term"), unless either party provides not less than ninety (90) days' notice of non-renewal prior to the next Renewal Term.

b) In addition to any other remedies, either party may terminate this Agreement if the other party: (i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its general inability to pay its debts as they become due; (ii) makes a general assignment or agreement with or for the benefit of its creditors; (iii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors; (iv) seeks or consents to the appointment of an administrator, receiver, custodian, or similar official for the wind up of its business; (v) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or composition for the benefit of creditors, and such proceeding is not dismissed or stayed within thirty (30) days; (vi) fails to pay any obligation when due or payments to CSI are returned or reversed for any reason; (vii) violates any applicable law in connection with the Agreement or Service; or (viii) except with respect to breaches by Company of subsections (vi) or (vii) hereof, breaches a material representation, warranty, term, condition or obligation under the Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of such breach. CSI may terminate the Agreement at any time, effective upon written notice to Company, in the event CSI reasonably believes that Company is misusing the Services or that its continued access to the Services is likely to lead to fraud, misuse or unreasonable damage or risk to CSI, the Issuing Bank or Card Network.

c) The termination of this Agreement will not affect Company's responsibility to pay, or CSI's right to recover, any amounts for which Company is liable under the Agreement, and upon termination, Company shall immediately pay all such amounts then owed in connection with the Agreement, without set-off or deduction. CSI will be entitled to recover all costs of collection, including without limitation attorneys' fees, in the event such amounts are not so paid.

15. Miscellaneous.

a) Amendments. CSI may amend, supplement, or change (each, a "revision") the terms of the Agreement by providing written or electronic notice to Company. Company shall have thirty (30) days from receipt of such revision notice to terminate this Agreement without penalty, absent which, Company's use of the Service after the date set forth in the notice, or thirty (30) days, whichever is later, shall constitute consent to the revision.

b) Delay in Enforcement. CSI may at any time and in its sole discretion delay or waive enforcing any of its rights or remedies under this Agreement or under applicable law without losing any of such rights or remedies. Even if CSI does not enforce its rights or remedies at any specific time, it may enforce them later. For example, we may accept late payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement or applicable law.

c) Notices. Other than as set forth in the DPA, any notice required hereunder shall be given by first class U.S. mail, postage prepaid, by receipted hand delivery, or electronically. If, by mail, to CSI, at the address set forth below and, if to Company, at the address provided at the beginning of this Agreement. Any notice mailed shall be presumed received on the third business day after mailing thereof.

globalVCard, LLC
Attn: Chief Financial Officer
3301 Bonita Beach Road, Ste. 300
Bonita Springs, FL 34134

d) Publicity. Company hereby grants CSI permission to issue any press release, case study, or disseminate similar publicity or marketing materials, respecting this Agreement, including, without limitation, by means of the Internet and, in conjunction with such publicity, CSI is permitted to use any trademark, service mark, trade name, or other commercial symbol of Company.

e) Force Majeure. Neither Party shall be responsible for any failure, error, malfunction or delay in carrying out any of its obligations under this Agreement if any such failure, error, malfunction or delay results from causes beyond its reasonable control, including without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or third party data processing services, internet disruptions, lockout, strike, accident, pandemic, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents it from operating normally.

f) Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Company may not sell, assign or transfer the Agreement or any of its rights or obligations under this Agreement without the prior written approval of CSI. CSI may sell, assign or transfer the Agreement or Account, without Company's consent.

g) Entire Agreement. The MSA, together with the Fee Schedule, General Terms, any Service Agreement, constitutes the complete and exclusive Agreement between the parties with respect to the Service and the Account, and supersedes all prior or contemporaneous proposals, discussions or agreements between the parties with respect to the Service and the Account. In addition, all applicable reference guides, policies, or procedures made available from time to time, govern your use of the Service.

h) Severability. If performance of the Service in accordance with the terms of the Agreement would result in a violation of any present or future statute, regulation or government policy to which we are subject, and that governs or affects the Service or any transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the degree necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment. If any provision of this Agreement is deemed to be illegal, invalid, void or unenforceable by a court of competent jurisdiction, or by any governmental agency with jurisdiction in such matter, such provision shall continue enforceable to the extent permitted by that court or agency, and the remainder shall be deemed stricken from this Agreement. All other provisions shall remain in full force and effect.

i) Disputes, Governing Law; Venue. The Agreement shall be governed and construed in accordance with the laws of the state of Florida, without regard to internal principles relating to conflict of laws. Any dispute, difference, controversy or claim arising out of or relating to the Agreement shall exclusively be settled by binding arbitration before a single arbitrator in Lee County, Florida in accordance with the Commercial Arbitration Rules (including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association. Judgment on any resulting award may be entered into by any court having jurisdiction over the parties or their respective property. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Agreement and shall not have the power to award damages other than those described in the Agreement. The prevailing party in any dispute arising out of the Agreement shall be entitled to, and the arbitrator shall have jurisdiction to award, the recovery of reasonable attorneys' fees, costs and expenses.

j) Waiver of Jury Trial. Subject to the arbitration provisions set forth in Section 14 i) herein, Company agrees that any suit, action or proceeding, whether as part of a claim or counterclaim, brought or instituted by it on or with respect to this Agreement or any event, transaction or occurrence arising out of or in any way connected with this Agreement shall be tried only by a court and not by a jury. YOU EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Company agrees, to the fullest extent allowed by law, that claims arising hereunder will not under any circumstances be pursued in class action proceedings and Company waives the right to bring or to participate in class action proceedings against CSI.

k) Headings. The Section headings used in these General Terms are for convenience only, and do not in any way limit or define your or our rights or obligations under the Agreement.

l) Survival. Termination of the Agreement, including the MSA or any Service Agreement or Service shall not impact any right or obligation arising prior to termination, and in any event, Sections 1.d) – 1.j), 3.b), 4, 6 – 15 of these General Terms shall survive termination of the Agreement, including the MSA or any Service Agreement.