

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	0.00%
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Fees	
Annual Fee	None
Transaction Fees	\$0
Penalty Fees	\$0

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Cardholder Agreement

Commerce Bank
Member FDIC

CARDHOLDER AGREEMENT

This cardholder agreement (“Agreement”) is for your Paytient Account with Commerce Bank, the issuer of the Card(s) which has/have been given to you in connection with your Account. Commerce Bank is the funding bank and holder of your Account, and Paytient Technologies, Inc. is the servicer of your Account. Such Account and Card(s) provide you with credit card services. “You” and “your” mean any applicant for the Account and any person using the Account and/or related Card(s) with the expressed or implied permission of any of the applicants. Any person whose name appears on the Account for the Card(s) accompanying this Agreement consents, either by using or permitting another to use the Card(s), to all provisions of this Agreement. “We”, “us” and “our” means Commerce Bank (“Commerce”), Paytient Technologies, Inc. (“Paytient”) and any respective successors and assigns of Commerce or Paytient.

This Agreement replaces and supersedes any and all previous agreements, commitments and understandings between us pertaining to your Paytient Account. In the event of any conflict between this Agreement and any other Agreement between you and Paytient or Commerce, the terms of this Agreement will control.

This Agreement contains an agreement to arbitrate, a class action waiver, and a jury trial waiver. Please read the entire section titled “DISPUTE RESOLUTION - ARBITRATION” and the section titled “DISPUTE RESOLUTION – JURY TRIAL WAIVER.” You have the right to opt out of the agreement to arbitrate by notifying us within the time period provided for in the “DISPUTE RESOLUTION – ARBITRATION” section.

In this Agreement:
Account is your credit card account.
Business Days are Monday through Friday. Federal holidays are not included.
Card refers to the physical device, account number or virtual access device provided to you for use to make Purchases on your Account.
Charges are costs imposed as part of this Agreement.
Daily Periodic Rate is the APR divided by 365.
Health Care Provider means a business providing medical, pharmaceutical, vision, dental or veterinary goods or services, subject to authorization by your Sponsoring Organization under the Sponsoring Organization’s subscription agreement with Paytient.
Interest Charges are the portion of Charges attributed to periodic interest rates.
Scheduled Payment is the payment due as determined by the repayment option you selected on a single Purchase.
Payment Due Date is the date your Minimum Payment Due is due for a billing cycle.
Purchase means a transaction initiated by presentment of the Card to a Healthcare Provider for payment for services (and any associated goods) from such Healthcare Provider.
Statement is your billing statement.
Minimum Payment Due is the sum of all Scheduled Payments on your Account for a single billing cycle.
Sponsoring Organization means the organization through which our account is sponsored through an arrangement with Paytient, such as your employer, a health plan, or partnered provider.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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 who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

If you opened your account under a previous version of this Agreement, you must provide the above information upon request. If you do not provide this information upon request, we may close your account at our sole discretion.

CREDIT CARD SERVICES

ACCOUNT DESCRIPTION
We will grant you a line of credit with a maximum dollar limit (“Credit Limit”) as determined by us. This limit will be indicated on your Statement.

Subject to the terms of this Agreement, you may use your Account to make Purchases that do not exceed your Credit Limit at any time. Should your Purchases ever exceed your Credit Limit, we reserve the right to terminate this Agreement and demand the return of your Card(s). We can increase or decrease your Credit Limit at any time without prior notice or liability. A change to your Credit Limit will not affect your obligation to pay us.

Your Sponsoring Organization has authorized Healthcare Providers from which Purchases may be made. Please consult your Sponsoring Organization for a list of authorized Healthcare Providers.

We may decline, at any time in our sole discretion, an authorization request for any transaction for any reason, included but not limited to:

- operational considerations,
- Purchase with business not included as a Healthcare Provider under your Sponsoring Organization’s agreement with Paytient,
- your Account is in default,
- we suspect fraudulent or unlawful activity

In addition, if you do not select a default repayment period within fifteen (15) days of opening your Account, as hereinafter described, use of your Account, including the ability to make new Purchases, may be suspended until you make a default repayment period selection.

We are not responsible for any losses or damages, including consequential damages, if a transaction on your Account is declined, either by us or a third party, even if you have sufficient credit available.

PROMISE TO PAY
You promise to pay for all Purchases made by you through the use of the Account. In addition, you promise to pay all other amounts owed due to use of the Account by anyone else you authorize to use the Account until such person’s authority is ended. You may only end such person’s authority by notifying us in writing and returning to us any Card such person may have. All of you are responsible, both together and individually, for the entire Account balance even though only one of you may use the Account.

BILLING STATEMENTS
You will receive a Statement periodically (normally monthly). Your Minimum Payment Due will be due no less than 25 days from the date of the Statement (Payment Due Date).

We will send you a Statement at the end of each billing cycle if the Account then has a credit or debit balance of more than \$1.00, or as otherwise required by applicable law. All Statements will be delivered electronically. You are required to use the Paytient mobile application (the “App”) to download all records associated with your Account, including your Statements.

Among other information, each Statement will show all Purchases, any other debits or credits to the Account during that billing cycle, along with the unpaid balance at the end of that billing cycle and when your next payment is due.

PAYMENT OPTIONS

For each Purchase made on your Account, you may select your repayment term from the available repayment terms we offer to you. Your Scheduled Payment for a Purchase will be calculated by dividing your Purchase amount by the number of payments over the repayment period you select. Your total Minimum Payment Due will be the sum of the Scheduled Payments for each outstanding Purchase on your Account scheduled for that billing cycle.

If you open your Account through a Sponsoring Organization, you have the option to make payments through voluntary payroll deduction in accordance with a Repayment Arrangement and Deduction Authorization Agreement (“Deduction Authorization”), the terms of which are incorporated herein by reference.

You are required to select a default repayment period that will apply to all Purchases for which you do not otherwise select a repayment period within fifteen (15) days of the date of such Purchases. If you do not select a default repayment period within fifteen (15) days of opening your Account, use of your Account may be suspended, including the ability to make new Purchases, until you make your default repayment period selection.

If you make a Purchase and select a repayment option that results in an additional Scheduled Payment prior to your next Payment Due Date your Minimum Payment Due will not increase, however, all Scheduled Payments will be made in accordance with the repayment options you have selected.

When a payment is posted to your Account, we reserve the right to restrict or delay all or part of the available credit created by the payment. The restriction or delay of the available credit is for risk management or other related purposes, including but not limited to protection against actual or potential fraudulent activities or unauthorized transactions.

INTEREST CHARGES

Purchases are not subject to any Interest Charges or fees, except as provided below. You will be required to repay only the principal balance of each Purchase transaction in accordance with the terms of this Agreement.

Demand made pursuant to the requirements of RSMo §408.150 will only be effective if made in writing and sent, via certified mail, to the following address: Paytient Technologies, Inc., 3601 Endeavor Avenue, Suite 109, Columbia MO, 65201.

CANCELLATION

To the extent permitted by law, we may reduce your Credit Limit, cancel your Account, refuse to allow further transactions against your Account or revoke your Card(s) at any time (whether or not you are in default of any part of this Agreement) including, without limitation, when any affiliation you may have with a Sponsoring Organization ceases or when any agreement we may have with the Sponsoring organization is terminated. Cancellation of your Account will not affect your liability to us for credit we have extended to you, including amounts not yet billed to your Account. We may cancel your Account without prior notice or liability. You must surrender the Card(s), either upon a direct request by us, or any other bank or merchant who is acting upon our instructions.

You may terminate your ability to receive additional credit under this Agreement at any time by giving us notice of termination and surrendering the Card(s) to us. Termination by you will be effective after we have received your written notice and have had a reasonable opportunity to act on such notice. Termination by you does not cancel your obligations or our rights under this Agreement, which shall remain effective until all amounts due under this Agreement have been paid in full.

CONDITIONS OF DEFAULT

We may consider you to be in default if we do not receive a required payment when due, including the minimum payment by the date shown on your Statement; you fail to comply with the terms of this Agreement; you make any false or misleading statements or omissions on your application; you file a bankruptcy petition or have one filed against you; any attachment or garnishment proceedings are initiated against you; we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time including, but not limited to, your failure to make any payment to us on any other indebtedness or loan; you are declared incompetent by a court or a court appoints a guardian/conservator for you or your assets; we, in good faith, believe the prospect of your payment or performance under this Agreement is impaired; you fail or refuse to provide current financial information to us when we request it; you attempt to use the Card or Account for purchases other than those permitted under this Agreement; or you die.

If we consider your Account to be in default, we may close your account without notice and require you to pay the balance in a manner permitted by law (subject to applicable law regarding notice or right to cure). To the extent permitted by law, if you are in default you will pay our collections costs, attorneys’ fees, court costs, and all other expenses of enforcing our rights under this Agreement.

RECEIPT OF PAYMENTS

Each payment required under this Agreement must be made on or before the Payment Due Date shown on the Statement. Payments made through voluntary payroll deduction will be processed and paid to us on the Payment Due Date from the payroll you receive on that date or, if the payroll from which any particular payment is to be deducted is processed on a date other than the Payment Due Date for any reason, on the date the payroll is processed.

To the extent that you do not elect to enroll voluntary payroll deductions, withdraw your consent for payroll deductions, cease to be employed, or otherwise discontinue payments through payroll deduction, you must make payments by mailing a personal check or money order in U.S. Dollars drawn on a U.S. financial institution, along with the payment stub

from your Statement, to the address shown on that Statement, or otherwise make arrangements for payment (such as, but not limited to, electronic debits from your bank account conducted via the Automated Clearing House (“ACH”) system). Do not send cash through the mail. A delay in crediting the payment to your Account may occur if the payment does not meet these requirements for making payments (conforming payments). In no case shall such delay exceed five days from receipt of such payment. All payments on the Account received by 5:00 p.m. during our normal business day at the address shown on your Statement are considered to have been made on the date received at that address.

Conforming payments received after the respective cutoff time will be posted no later than the next Business Day. Payments made by a third-party payor, will be posted as of the date we receive the payment.

If you are paying by means other than voluntary payroll deduction and the Payment Due Date falls on a weekend or holiday, we treat any payment received by 5:00 p.m. local time on our next business day at the address shown on your Statement as being received by us on the Payment Due Date.

We will apply your payments to the unpaid balance of the Account in the order and manner we decide, unless restricted by an applicable law. Generally, however, payments will be applied to retire Purchases in the order in which they are made. You may pay more than the Minimum Payment Due at any time. If you pay more than the Minimum Payment Due in one billing cycle, you still have to pay the full Minimum Payment Due in the next cycles. You cannot increase your available credit by paying more than the unpaid balance on the Account.

We may accept late payments, partial payments or checks and money orders (or accompanying written communication) containing a statement to the effect that the instrument was tendered as “payment in full,” full satisfaction of a disputed claim or other similar language without losing any rights under this Agreement or under the law. All such payments or written communications must be mailed to: **Paytient Technologies, Inc., Attn: Account Servicing, 3601 Endeavor Avenue, Suite 109, Columbia MO, 65201**

CHANGE OF TERMS

We may amend, change, update the terms of the Agreement, or add new terms, at any time, unless restricted by applicable law. We will inform you when any change will be effective and how such change(s) will apply to your Account. You may not change this Agreement unless we agree in writing to the change.

ELECTRONIC RECORDS

You agree that this document and all paper records related to your Account and whether or not the other paper records were submitted, received or obtained in advance of, contemporaneously with or subsequent to, the delivery of this document may, at the option of us, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. You further agree that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. You waive any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. You understand and agree that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, you authorize and agree to destruction of the paper documents by us upon conversion of the paper documents to a digital or electronic record.

COMMUNICATIONS CONSENT

You expressly consent and agree that we and our respective affiliates, agents, vendors, collections agencies, and service providers may use written, electronic or verbal means to contact you. The ways in which we may contact you include, but are not limited to, contact by manual calling methods, live operator calls, prerecorded or artificial voice calls and messages, text messages, emails, and/or automatic telephone dialing systems. You agree that we and our affiliates, agents, vendors, collections agencies, and service providers may contact you by using any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result. Phone numbers and email addresses, you provide include those you give to us, those from which you contact us or which we obtain through other means. Message and data rates may apply.

Indemnification

If you provide telephone number(s) for which you are not the subscriber, you understand that you shall indemnify us for any costs and expenses, including reasonable attorneys’ fees, incurred as a result of us contacting or attempting to contact you at the number(s) provided. In the event any of your contact information changes, you agree to immediately notify us.

Communication Revocation

If you do not want to receive communications as described in the previous paragraph, you must: (i) provide us with written notice revoking your prior consent, (ii) in that written notice, you must include your name, mailing address, and the last four digits of your Account number; (iii) advise whether you would like communications to cease via mail, voice calls, telephone number(s), email, text/SMS, or cease in all forms; (iv) if you are requesting communications to cease via telephone number(s) and/or email, please provide the specific phone number(s) and email address; (v) you must send this written notice to:

**Paytient Technologies, Inc.
3601 Endeavor Avenue, Suite 109
Columbia MO, 65201**

The written notice may also be sent via email to support@paytient.com.

Telephone Conversation Recording

You consent and agree that our staff may monitor and/or record phone calls between you and our representatives without additional notice to you, including but not limited to calls we make to service your account or collect debt(s).

MILITARY LENDING ACT DISCLOSURE

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). You can call toll free to 855-225-1576 to hear the applicable required Military Lending Act disclosures. You may request a copy of the applicable required Military Lending Act disclosures by emailing us at compliance@paytient.com.

ASSIGNMENT

We may assign your Account, any amounts you owe us, or any of our rights and obligations under this Agreement to a third party without obtaining your consent. The person to whom we make any assignment will be entitled to any of our rights that we assign to that person. You may not assign this Agreement without our prior written consent.

MISCELLANEOUS PROVISIONS

You also agree that:

- We may refuse to extend credit to you or anyone using your Account or Card(s).
- We will not be liable or responsible for anyone's refusal to honor your Card(s).
- Each Account you have with us is separate from any others you have with us. Each individual Account will be designated by an individual Account number.
- Your Card(s) are our property.
- We may change the premium enhancements offered at any time without further notice to you.
- Merchants with whom you've shared your Account number may be updated with new Account information to ensure the continuation of your payment agreement.
- Any waiver or modification allowed by us shall only apply to the specific instance involved and will not act as a waiver or modification for any other or future act, event or condition.
- We may delay enforcing any of our rights under this Agreement without losing them in accordance with applicable law.
- Use of your Account requires that you have installed the most current version of the App on your mobile device in order to access your Account. Some features of your Account, including the ability to make new Purchases or other transactions, may not be available until you download and and install the most current version of the App.
- **We may share your Account experience and transaction information with Commerce Bank Affiliates, which are members of the Commerce Family of Companies as defined in your Privacy Statement. Unless you call 1-573-206-9147, you agree that we and our Affiliates may also share other information about you or your Account.**
- **Demand made pursuant to the requirements of RSMo §408.150 will only be effective if made in writing and sent, via certified mail, to the following address: Paytient Technologies, Inc., 3601 Endeavor Avenue, Suite 109, Columbia MO, 65201.**

SECURITY INTEREST

If you open your Account through a Sponsoring Organization and complete a voluntary payroll deduction authorization, you grant us a security interest in the deduction authorization (as described above in this Agreement.)

CHANGES IN CONTACT INFORMATION

You agree to notify us immediately of any change in your contact information, including your address, phone number, and any electronic mail addresses provided to us for purposes of communication with you regarding this Account. Notice to you will be effective if given in writing at the last address shown in our records.

INTERPRETATION

The Agreement shall be governed by applicable federal law and regulations. To the extent not preempted by applicable federal law, this Agreement shall be governed by the laws of the state of Missouri. The terms and conditions for any Card(s) issued under this Agreement (including, without limitation, those terms and conditions relating to fees and Charges) are in accordance with Nebraska law as applicable pursuant to the provisions of Missouri Revised Statutes Section 408.145.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your Statement, write to us at **Paytient Technologies, Inc., 3601 Endeavor Avenue, Suite 109, Columbia MO, 65201**.

You may also contact us electronically via email at support@paytient.com, or through the Paytient mobile application.

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.

- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least three (3) Business Days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question, or any Interest Charges or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable Interest Charges and fees. We will send you a Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have Purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

To use this right, all of the following must be true:

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing at:

3601 Endeavor Avenue, Suite 109, Columbia MO, 65201, electronically via email at support@paytient.com, or through the Paytient mobile application.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

LIABILITY FOR UNAUTHORIZED USE

If your name appears on the Account for the Card(s) accompanying this Agreement, then by using or permitting another to use the Card(s) and/or PIN, you agree to all the provisions of this Agreement, including, but not limited to your promise to pay. You will not be liable for unauthorized use that occurs after you notify us orally or in writing. Notification of loss, theft or possible unauthorized use may be mailed to **Paytient Technologies, Inc., 3601 Endeavor Avenue, Suite 109, Columbia MO, 65201**, you may call **573-206-9147**, or email us at support@paytient.com.

DISPUTE RESOLUTION – ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT PROVIDES THAT, WITH LIMITED EXCEPTIONS, YOU AND WE MAY ELECT TO RESOLVE ANY DISPUTES BETWEEN YOU AND US BY BINDING ARBITRATION. IF ARBITRATION IS ELECTED, YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT, AND YOU AND WE WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING.

YOU HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE AS SET FORTH BELOW.

Agreement to Arbitrate

You and we agree that either of us may elect to resolve any Claims (as defined below) through binding arbitration unless you opt out of the agreement to arbitrate as set forth below, or unless prohibited by law. If you or we elect to resolve a Claim through arbitration, neither you nor we will have the right to pursue such claim in court or have a jury decide the claim, nor will you or we have the right to bring or participate in any class or other representative action in court or in arbitration.

What Claims are Subject to Arbitration? As used in this section, the term “Claim” has the broadest possible meaning and includes, but is not limited to, any unresolved disagreement, controversy, dispute, or cause of action between you and us, whether preexisting, present or future, arising out of, related to or concerning this Agreement, your Account, the services provided pursuant to this Agreement, any relationship between you and us, or any advertisement or solicitation, whether such Claim is asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity. Without limiting the foregoing, the term “Claim” also includes any unresolved disagreement, controversy, dispute, or cause of action between you and us arising out of, related to or concerning any fees or Charges relating to any Account(s), and any services relating to any Account(s), on-line or telephone services, and communication methods and practices we may use to service your Account. It also includes any disputes you have with our agents, contractors, employees, officers or assignees, any merchants with whom you use the Account, any credit reporting agencies to whom we report the Account or any other third party that has been involved or becomes involved with, or whose trademarks are used in connection with, any purchasing, marketing, soliciting, servicing or credit reporting activity relating to your Account. The Claims covered by this agreement to arbitrate include, without limitation:

- Any disputes regarding: the application you prepared in connection with the issuance of your Account; any solicitation or advertising materials you received in connection with your Account; any activities relating to the maintenance or servicing of your Account; and any funds held by the Bank in connection with your Account;
- Any disputes arising from the collection of amounts you owe in connection with your Account or the manner of collection, including fees and Charges;
- Any disputes concerning the dollar amount of payments made or transactions posted to your Account;
- Any disputes concerning the processing of items or funds transfers sent to us for the purpose of posting to your Account;
- Any disputes regarding information obtained by us from, or reported by us to, credit bureaus or others;
- Any disputes related to insurance or other services or products purchased from us in connection with your Account;
- Any disputes regarding communications involving telephones, automatic dialing systems, artificial or prerecorded voice messages, SMS text messages or facsimile machines; and
- Any disputes concerning the relationships resulting from this Agreement, your Account or any of the foregoing.

The term “Claim” includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. For purposes of this section, “we,” “us,” and “our” includes Commerce Bank, Paytient, any corporate parent, subsidiaries, affiliates, employees, officers, directors, agents, controlling persons and representatives of Commerce Bank or Paytient, as well as any person or entity who provides any services in connection with this Agreement or who is named as a co-defendant with us in a Claim asserted by you.

What Disputes are Not Subject to Arbitration? Notwithstanding any other language herein, the term “Claim” shall not include any dispute or controversy regarding the validity, enforceability, coverage or scope of this agreement to arbitrate or any part thereof, including, without limitation, the “Waiver of Jury Trial and Class or Representative Action” provision set forth below, subsections A and B of the “Survival and Severance” provision set forth below and this sentence; all such disputes are for a court and not the arbitrator to decide. In addition, claims filed by you or us individually in small claims court, so long as any such claim remains in that court and advances only an individual claim for relief, are not subject to arbitration. However, if a claim is transferred, removed or appealed to a different court, you or we will then have the right to demand arbitration of such claim. Other claims, disputes, controversies or issues not subject to arbitration are set forth in the section titled “Rights Preserved.”

How Does Arbitration Work? The arbitration shall be administered by the American Arbitration Association (“AAA”), pursuant to its Consumer Arbitration Rules (collectively, “Rules”) in effect at the time a demand for arbitration is filed. The Rules are available online at www.adr.org, or you may contact the AAA at 120 Broadway, Floor 21, New York, N.Y 10271. If the AAA is unable to serve and you and we cannot agree on a replacement, a court with jurisdiction will select the arbitrator. If there is a conflict between the Rules and this agreement to arbitrate, or between this agreement to arbitrate and the Agreement, this agreement to arbitrate shall control. Pursuant to the Rules, the AAA will select a single arbitrator who shall have expertise in the substantive laws applicable to the Claim’s subject matter. If the value of relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on the submission of written documents, unless the Rules or arbitrator requires an in-person proceeding. If the value of the relief sought is more than \$10,000, or an in-person proceeding is required, the arbitration proceeding shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties mutually agree upon a

different location in writing. Either party may, at its sole cost and discretion, choose to be represented by an attorney at any arbitration proceeding.

The arbitrator may award any damages or other relief provided for under applicable law as if an individual action were brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim). If we made a written offer to you to settle your Claim prior to an arbitrator being selected, and the arbitrator awards you an amount greater than our last offer, if any, we will (i) pay you the arbitrator’s award or \$5,000, whichever is greater, and (ii) pay your reasonable attorney, witness and expert fees and costs, if any. Judgment on the arbitrator’s award is final and binding and may be entered in any court of competent jurisdiction.

The arbitrator, you and we will not disclose the existence, content or outcome of any arbitration proceeding; provided, however, that disclosures required by applicable law or regulation shall not be subject to such restriction. The foregoing sentence does not prohibit any party from, in good faith, investigating a claim or defense, including interviewing witnesses or otherwise engaging in discovery as permitted by the Rules. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this agreement to arbitrate.

How is Arbitration Initiated? If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of claims asserted by the plaintiff in a lawsuit filed in court). Otherwise, your notice must be sent to **Paytient Technologies, Inc., 3601 Endeavor Avenue, Suite 109, Columbia MO, 65201**, and our notice will be sent to the most recent address for you in our files. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Claim(s) to start the arbitration proceeding in accordance with the Rules.

Who Pays for Arbitration? Except as otherwise provided herein, we will pay the filing, administration and arbitrator fees charged by the AAA for any arbitration initiated in accordance with this agreement to arbitrate. If you pay any initial filing fee, we will reimburse you. If you cannot afford to pay any initial filing fees, we will pay them for you. We will pay any fees or expenses that we are required to pay by law or the Rules or that we are required to pay for this agreement to arbitrate to be enforced.

The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Rules, this agreement to arbitrate, the Agreement, or applicable law. We will not seek to recover from you any fees or expenses we pay on your behalf, or any attorney, witness or expert fees or other costs or expenses we incur in defending an individual arbitration commenced by you. Notwithstanding the foregoing, if the arbitrator finds that a Claim is frivolous or brought in bad faith or for an improper purpose, then the payment of all fees, costs and expenses shall be determined by the Rules.

What Law is Applicable? You and we agree that our relationship includes transactions involving interstate commerce and that this agreement to arbitrate and any arbitration rule, proceeding and award pursuant to the terms hereof, are governed by and enforceable pursuant to the provisions of the Federal Arbitration Act (“FAA”) (9 U.S.C. § 1, *et seq.*). Notwithstanding anything to the contrary in the Agreement, to the extent that state law is applicable, including with respect to the interpretation and enforcement of this agreement to arbitrate, Missouri law shall apply to the extent consistent with the FAA. The arbitrator shall decide the claim in accordance with applicable substantive law and the terms of this Agreement, and shall apply all statutes of limitation and honor attorney-client and other privileges.

How do I Opt Out of the Agreement to Arbitrate? If you do not accept this agreement to arbitrate, you may reject it (“opt out”). If you opt out, neither you, nor we, will be subject to the requirement to resolve any claim by arbitration or any other provision of this section.

To opt out, you must send us written notice of your decision to reject this agreement to arbitrate to the address set forth below. We must receive your written notice by sixty (60) days after we sent you this Agreement via US Mail, through electronic disclosure, provided it to you in person, or by other reasonable delivery method. Your written opt out notice must: (a) include a signed statement that you reject the agreement to arbitrate set forth in this Agreement; (b) include your name, address and the Account number you wish to opt out; and (c) be sent to us at the following address: **Paytient Technologies, Inc., Attn: Arbitration Opt-Out, 3601 Endeavor Avenue, Suite 109, Columbia MO, 65201**.

This is the only way you can reject this agreement to arbitrate. If you opt out, it will not affect any other terms of this Agreement, and it will not adversely affect your Account or any relationship between you and us. Your rejection of this agreement to arbitrate shall not be imputed to any other person or entity or be deemed to be a rejection of this agreement to arbitrate by any person or entity other than you. Nor shall your rejection of this agreement to arbitrate eliminate the obligation of other persons or entities who wish to reject this agreement to arbitrate to personally comply with the notice and time requirements of this opt-out provision. The agreement to arbitrate is the only section of this Agreement that you can opt out of.

Waiver of Jury Trial and Class or Representative Action. UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE IN ACCORDANCE WITH THE TERMS OF THIS SECTION, YOU AND WE AGREE THAT IF A

CLAIM IS ARBITRATED, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO (i) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, (ii) ACT AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED IN COURT OR IN ARBITRATION OR (iii) HAVE A COURT OR A JURY RESOLVE THE CLAIM. MOREOVER, UNLESS MUTUALLY AGREED UPON IN WRITING BY ALL PARTIES, CLAIMS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE COMBINED WHETHER OR NOT ANY SUCH COMBINATION OCCURRED AS A RESULT OF AN ASSIGNMENT.

Rights Preserved. In addition to subjects excluded from arbitration in accordance with the provision titled “Which Disputes are Not Subject to Arbitration?” this agreement to arbitrate does not prohibit you or us, at any time, from (a) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off, the right to restrain funds in a deposit account, recoupment, repossession, replevin or trustee’s sales; (b) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (c) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

Conflict, Survival and Severance. In the event of any conflict or inconsistency between this agreement to arbitrate and other provisions of this Agreement or the Rules, this agreement to arbitrate will govern. This agreement to arbitrate shall survive any termination of or changes to any of your Account subject to this Agreement; the transfer or assignment of any of the foregoing; and the bankruptcy of any party to the extent permitted by law. Any changes we make to this agreement to arbitrate will only be applied prospectively. We will not amend this agreement to arbitrate in a manner that removes or limits any of your existing material rights under this agreement to arbitrate unless we give you a right to reject the amendment, in which case the prior agreement to arbitrate will continue to govern. If any term or provision of this agreement to arbitrate is held to be unenforceable, prohibited or invalid, the remaining provisions shall be enforced without regard to such illegal or unenforceable term or provision, except that:

(A) if any provision of this agreement to arbitrate regarding class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is determined by an authority of competent jurisdiction to be unenforceable or illegal, and that determination becomes final after all appeals have been exhausted, such provision shall not be severable and this agreement to arbitrate between you and us (except for this sentence) shall be null and void, provided that. The parties acknowledge and agree that under no circumstances will a class action, private attorney general action or other representative action be arbitrated; and

(B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the “Waiver of Jury Trial and Class or Representative Action” provision or elsewhere in this agreement to arbitrate prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

DISPUTE RESOLUTION - JURY TRIAL WAIVER

You and we agree that in the event that any Claim or dispute between us is not arbitrated but instead is resolved in court, you and we knowingly and voluntarily waive the right to a jury trial to the full extent permitted by applicable law.

If you have any questions regarding this Agreement, or our current fee schedule, write to us at **Paytient Technologies, Inc., 3601 Endeavor Avenue, Suite 109, Columbia MO, 65201**, call us at **1-573-206-9147**, or email us at support@paytient.com.

(Effective 09/2023)