

BUSINESS CARD AGREEMENT

This Commerce Bank Business Card Agreement ("Agreement") is for business credit card accounts (collectively, the "Account" or "Accounts") with Commerce Bank, which account numbers have been assigned and have been opened for the business entity applicant for the Account ("Applicant") and for which access device(s) have been given to persons designated by Applicant with the expressed or implied permission of the Applicant ("Employee Cardholders"). "You" and "your" mean any Applicant for the Account and/or Employee Cardholders. "We", "us", and "our" mean Commerce Bank, our successors and assigns.

PURPOSE

The intended purpose of this Account is for business related expenses incurred by employees and/or representatives of an Applicant.

ACCOUNT DESCRIPTION

Subject to the terms of this Agreement, the Account may be used to make purchases and obtain cash advances, if elected by Applicant, which at any time do not exceed the respective Account credit limit. Should purchases and cash advances ever exceed the Account credit limit, we reserve the right to terminate this agreement and demand the return of the card and immediate payment of all amounts due on the line of credit and all of the Accounts. We can increase or decrease the Account's credit limit at any time without notice.

PROMISE TO PAY

You promise to pay for all purchases and cash advances, if elected by Applicant, made through use of the Account as provided herein. In addition, you promise to pay all other amounts owing due to use of the Account by any Employee Cardholder; you may only end such person's authority by notifying us in writing and returning or destroying any such card such person may have. When 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.

FINANCIAL STATEMENTS

From time to time, we may request and Applicant shall produce financial records relating to the financial condition of Applicant. Applicant shall produce such records not later than thirty (30) days following such request.

LINE OF CREDIT

Commerce will establish a maximum line of credit amount for Applicant:

- All amounts charged to the Business Cards together with any fees and charges owed to Commerce by Applicant in connection with the Business Cards, may not exceed, in the aggregate, the line of credit amount unless Commerce Bank in its sole discretion authorizes such charges. So long as the line of credit facility has not been terminated and/or demand has not been made by us, advances under this line of credit may continue to be made, repaid and re-borrowed as provided for herein.
- Commerce may, at any time in its sole discretion, increase the amount of Applicant's line of credit temporarily or for an extended period without prior notice.
- Commerce may, at any time in its sole discretion, decrease the amount of Applicant's line of credit; provided, further, Applicant agrees that if any amounts are outstanding on the Business Cards which exceed the adjusted line of credit amount, Applicant will immediately pay us such excess amounts.
- Collateral securing other obligations with us, if any, will also secure this line of credit.

BILLING PROCEDURES.

Central Billed Accounts: Except as otherwise provided herein, Applicant shall be liable for all charges made to each Business Card, unless a charge is Unauthorized (as defined below). Charges shall be set forth on an electronic billing statement and shall be paid by Applicant within the time period specified by us. We shall have no duty or obligation to inquire into the nature of any transaction charged by an Applicant or Employee Cardholder (e.g., whether such transaction was for a business or personal use).

Individual Billed Accounts: Each Employee Cardholder shall be liable for all charges made to the Business Card as provided in this Agreement and as set forth on the billing statement. Each Employee Cardholder shall pay all charges regardless of whether or not such Employee Cardholder has been reimbursed by Applicant. All charges shall be paid in full within the grace period provided on the electronic billing statement.

TERMINATION

Notwithstanding the foregoing, we shall have the right to terminate this Agreement immediately and without notice, upon the occurrence of any one or more of the following events: (i) Dissolution or liquidation of Applicant; or (ii) Insolvency of Applicant; or the institution by or against Applicant of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for Applicant; or Applicant enters into an arrangement with, or for the benefit of, its creditors; or (iii) Any material adverse change in the financial condition Applicant; or (iv) Any default hereunder, or breach of the obligations under taken here in or in any other agreement by and between the parties here to; or (v) Upon the occurrence of any event in any agreement which would allow us to declare any indebtedness owing by Applicant due and payable in full; or (vi) A change in the ownership of Applicant, or a sale of all or substantially all of Applicant's assets.

CANCELLATION

We may cancel your Account, refuse to allow further transactions or revoke the card at any time (whether or not you are in default of any part of this agreement), including without limitation, when our Agreement with the Applicant for which this card is issued terminates. Cancellation of your Account will not affect your liability to us for credit we have extended to you, including credit extended to you, but not yet billed to your Account.

ENTIRE BALANCE DUE

If you fail to make a required payment when due on your Account or breach any other promise in this agreement, we may declare the entire balance of all your Accounts due and payable all at once without notice or demand (subject to any applicable law regarding notice or right to cure). We may also do this if you make any false or misleading statement on your Application, if you die or file bankruptcy, if our arrangement with the business entity for which this card is issued terminates or if there is an event that causes the prospect of payment to make any payment owing to us on any other indebtedness. We may also require you, for any reason, to pay at once the entire balance you owe on all your Accounts, even if none of the foregoing has occurred.

INTERPRETATION

This Agreement shall be governed by applicable federal law and regulations and by the rules of the Federal Reserve. To the extent not preempted by applicable federal law, this Agreement shall be governed by the laws of the state of Missouri, but Commerce Bank will rely on the provisions of Nebraska law with respect to the fees and charges (other than interest) that apply to your Account, as authorized by Missouri Revised Statutes Section 408.145. The invalidity or enforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

FORCE MAJEURE

We shall not be in default of this Agreement to the extent that performance of our obligations are delayed or prevented by reason of any act of God, war, terrorism, fire, explosion, flood, act of government or any act or omission of a third party, including, but not limited to, telecommunications carriers and utilities or any other matter beyond our reasonable control.

CHANGE OF TERMS

We may change the terms of this Agreement relating to the Business Card(s) at any time after notice and the right to reject, including increasing the periodic rate on outstanding balances at any time. To the extent allowed by law, the new terms will affect all outstanding balances. If you reject a change your Account will be canceled and you will no longer be able to use the Account. Changes may be communicated on the statement, paper insert or by email provided on the Application.

NO IMPLIED WAIVERS

The rights of Commerce Bank under any provision of this Agreement shall not be affected by our prior failure to require the performance by Applicant under such provision or any other provision of this Agreement, nor shall the waiver by Commerce Bank of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself.

ELECTRONIC RECORDS

a) Paper Documents. You agree that all paper Applications related to the Business Card is a part and whether or not the Agreement was submitted in advance of, contemporaneously with or subsequent to, the execution of the Application may, at our option, may 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 document from which it was converted. You waive any legal requirement that any document digitally or electronically converted be embodied, stored or produced in a tangible media. You further agree that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as an original signed writing. In addition, you authorize and agree to destruction of the paper documents by us upon conversion of the paper document to a digital or electronic record.

b) Electronic Documents. The term Electronic Signature includes , but shall not be limited to, (i) a non-electronic handwritten signature, or facsimile signature, that is subsequently converted to an electronic format; (ii) a signature produced or reproduced in an electronic file format or by an electronic process, or (iii) any electronic symbol, marking , communication, or process attached to or associated with a document. The term Electronic Document, as used in the provision shall include an document originally presented to us in an electronic file format accompanied by and Electronic Signature.

c) The Record. You agree that the electronic version of either, as applicable, (i) the original paper Application or (ii) the Electronic Document that is retained or produced by us which contains a replica of the Electronic signature, shall be the original record of the transaction to the exclusion of any records produced or retained by other means or by the other parties. Copies of the original record shall be made available to you upon request.

PERMISSION TO CONTACT

You agree, in order for us to service your Account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your Account, including cell/wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any telephone number or email address you provide to us. You consent and acknowledge that methods of contact may include using pre-recorded/artificial voice message(s) and/or use of an automatic dialing device. You further consent and agree that our personnel may listen to 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).

MISCELLANEOUS PROVISIONS

You also agree that:

We may refuse to extend credit to you or anyone using the Account or Business Card.

We will not be liable or responsible for anyone's refusal to honor the Account or Business Card.

Since this Account is being issued to you on these terms based upon your affiliation with the Applicant for which this Business card is issued, you agree that we may provide information to the organization relating to your Account, including without limitation, balance, usage and payment history from time to time without your consent.

The Business Card is our property.

We may change the enhancements offered (e.g., travel insurance, rental car discount) at any time without further notice to you unless provided otherwise in the specific enhancement brochure.

Customer agrees to pay all fees associated with the Account or Business Card, if any. Fees may be subject to change from time to time by Commerce upon ninety (90) days' prior written notice.

Visa and MasterCard purchases, cash withdrawals and cash advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by Visa International and MasterCard International. Visa conversion will be at a rate selected by Visa from the range of rates available in wholesales currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. MasterCard conversion rate will be selected by MasterCard, typically either a government-mandated rate or a wholesale rate provided to MasterCard. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay the converted amount, plus an international service fee in the amount of 2% of the transaction amount on purchases. For purchases, cash withdrawals and cash advances made in U.S. dollars outside of the United States and its territories, you agree to pay the transaction amount plus a 1% service assessment fee. The international service fee applies to all transactions in non-U.S. Countries, and includes transactions made in U.S. Dollars.

You agree to notify us immediately if Applicant's address changes.

You agree that you will not use your card for any purpose that has been deemed illegal. We reserve the right to deny authorization requests for certain cash or quasi-cash transactions, including but not limited to online gambling merchants, whether or not online gambling is illegal in the states in which Applicant is located.

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

This section contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at: Commerce Bank Card Center, PO Box 411036, Attn: Commercial Products, Kansas City, Missouri 64141-1036. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us our following information:

a) Your name and account number.

b) The dollar amount of the suspected error.

c) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including FINANCE CHARGES, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any FINANCE CHARGES related to any questioned amount. If we didn't make a mistake, you may have to pay FINANCE CHARGES, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill and we must tell you the name of anyone we reported you to. We must also tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

LIABILITY FOR UNAUTHORIZED USE

Except as noted below, you will not be liable for Unauthorized transactions by another person that occurs after you notify Commerce Bank Card Center. "Unauthorized" means the use of a Business Card, by a person, other than the Applicant or Employee Cardholder, who does not have actual, implied or apparent authority for such use, and from which the Applicant receives no benefit. In addition, Applicant may not be liable for an Employee Cardholder transaction if the Business Card charges are waived as set forth in Visa Waiver of Liability or MasterCard Zero Liability documentation, as amended from time to time. Notification of loss, theft or possible unauthorized use should be communicated to Commerce Bank at 1-800-892-7104 immediately. If you have any questions regarding this agreement or our current fee schedule, write to us at Commerce Bank Card Center, PO Box 411036, Attn: Commercial Products, Kansas City, Missouri 64141-1036 or call us at 816-234-7180 or 1-800-892-7104.

PROGRAM PRICING TERMS & FEES

INTEREST RATES AND INTEREST CHARGES

ANNUAL PERCENTAGE RATE (APR) FOR PURCHASES	17.40% This APR will vary with the market based on the Prime Rate.*
APR FOR CASH ADVANCES	22.40% This APR will vary with the market based on the Prime Rate.*
PENALTY APR AND WHEN IT APPLIES	21.99% If at any time we have not received the required monthly payment by the respective due dates for two consecutive months, we may immediately increase the applicable APR, including any introductory rate or promotional rate, to the Penalty APR. The account may be eligible for a lower APR after you have met the terms of your account agreement for five consecutive billing cycles after the monthly statement on which the higher APR first appears. Promotional rates will not be reinstated.
PAYING INTEREST	We will not charge you any interest on purchases when you pay the entire balance due by the due date each month. We will begin charging interest on Cash Advances on the transaction date. "Cash Advances" can include but are not limited to: advances made by means of convenience checks, an electronic device or machine, a teller of any financial institution, by means of a balance transfer from another credit card, for the purchase of wire transfers, non-US currency, traveler's checks, and money orders.
HOW TO AVOID PAYING INTEREST ON PURCHASES	Your due date is at least 20 days from the date of the periodic statement (provided you have paid the previous balance in full by the due date). We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
MINIMUM FINANCE CHARGE	If you are charged interest, the charge will be no less than \$0.50.

FEES

SET-UP AND MAINTENANCE FEES	- Annual Fee: \$0 - Overnight Delivery Fee: \$25 per card - Statement Print Fee: \$2 per statement - Phone Payment Fee: \$15 per occurrence
TRANSACTION FEES	- Cash Advance Fee: Either \$15 or 3% of the advance, whichever is greater - International Service Fee: 2% of the transaction amount - Service Assessment Fee: 1% of each transaction in U.S. Dollars
PENALTY FEES	- Late Payment Fee: \$29 - Returned Payment Fee: \$29 - Over-the-Credit-Limit Fee: \$29

How We Will Calculate Your Balance: We use a method called "Average Daily Balance" (including new purchases, cash advances, fees, and finance charges).

Minimum Payment Information: Your minimum payment will be the greater of 5% of your outstanding balance or \$15. For credit limits greater than \$50,000, all charges are due and payable by the Payment Due Date shown on your periodic statement.

*The Prime Rate used to determine the APRs on your Account is the U.S. Prime Rate published in The Wall Street Journal in its column called "Money Rates" on the last business day of each month; provided, however, that the Prime Rate will be subject to a minimum rate of 5.00%. There is no ceiling on the applicable APR. We may change the applicable APRs on your account at any time. To the extent allowed by law, the new APRs will affect outstanding balances.

The information about card costs described herein is accurate as of March 2025. This information may change after this date. To receive the most current information, call us at 1-800-892-7104 or email us at commercial.cards@commercebank.com. Commerce Bank may share your account experience and transaction information with its affiliates. Unless you call 1-800-543-4845, you agree that Commerce Bank and its affiliates may also share other information about your account.

BUSINESS REWARDS: REWARDS TERMS

You will earn and accrue points ("Points") equal to a percentage of Net Merchandise Purchases based on purchase activity and usage of your Account. "Net Merchandise Purchases" means purchases of merchandise or services on the Account, less any returned merchandise credits or service credit posted to the Account. Net Merchandise Purchases does not include Cash Advances, Balance Transfers, or transactions using Convenience Checks or any associated fees, finance charges, traveler's checks, money orders or associated fees, money transfers or other fees, gaming chips, or fees or premiums for coverage or insurance to protect the balances of a Business's Account. Questions concerning eligible transactions and what constitutes Net Merchandise Purchases will be determined in the sole discretion of Commerce. At the end of each statement period, your Points will be automatically calculated and applied to your Account. You will not earn Points during any period in which your Account is not open or in Good Standing¹. No Points will be retroactively applied to your Account for otherwise qualifying transactions occurring during any period in which your Account was not in Good Standing. For more information regarding the Commerce Bank Business Rewards Program, please visit <https://www.commercebank.com/-/media/cb/pdf/business/cards/Terms-Conditions-Small-Business.pdf>.

1. Good Standing means your Account has not designated by Commerce as lost, stolen, credit-revoked, closed, bankrupt, charged-off, security fraud, past due or delinquent over 31 days or over-limit.