

Commercial Card Terms

These Commercial Card Terms (the “Terms”), as well as the Commercial Card Program Operational Instructions (the “Operational Instructions”), govern the use of the Commercial Card Master Account and all Related Accounts (as hereafter defined). These Terms apply to all Capital One Commercial Card products. By using or authorizing another person to use the Commercial Card Master Account and any Related Accounts, Customer confirms its acceptance of the Terms.

- 1. DEFINED TERMS.** In these Terms, the word “Customer” means the entity described in Section 1 of the Operational Instructions”. The words “Master Account” mean a non-card account that contains all Customer information, Customer credit limit, and issuing guidelines. The words “Related Account(s)” mean all individual cardholder accounts that are issued under the Master Account. The words “Merchant Category Codes” mean groupings of merchants by similar lines of business, as established from time to time by MasterCard International Incorporated. The term “Authorized Cardholder” means any individual listed in Section 10 of the Operational Instructions completed by Customer setting forth, among other things, the name and address of each individual cardholder who is duly authorized by the Customer to use a Related Account and properly designated pursuant to Section 5 hereof. The words “Commercial Card Fee Schedule” means Section 7 of the Operational Instructions. The words “Authorized Administrator” means those individuals designated in Section 8 of the Operational Instructions who are duly authorized by the Customer to request Bank to establish one or more Related Accounts in the name of the Customer and request Bank to make changes to Related Accounts in accordance with these Terms. The word “Guarantor” means those individuals, if any, who execute a separate personal guaranty.
- 2. REQUEST FOR CARDS.** Subject to Bank’s approval upon Customer’s written request or online request through Commercial Card Connect, Bank will establish card accounts which Authorized Cardholders may use to conduct business transactions. Each card shall be valid for the term indicated thereon, unless the Bank has canceled such card. Each card issued at Customer’s request will bear Customer’s name, together with the name of the Authorized Cardholder, and will represent a Related Account of Customer. Each Related Account will be governed by these Terms.
- 3. REQUEST FOR ATM/CASH ACCESS.** Customer may from time to time request in writing (to the address specified in Section 24 hereof) or online request through Commercial Card Connect that the Bank permit Authorized Cardholders to obtain cash advances by either presenting their cards to any institution that accepts the card for that purpose, or by using their cards at any automated teller machines (“ATMs”) that accept the cards. Customer shall require all Authorized Cardholders to maintain in strict confidence the Personal Identification Numbers assigned to them for ATM access. Further, Bank does not warrant or represent that all institutions will accept the card for the purposes of obtaining cash advances, and Bank shall have no liability in connection therewith. Bank may cancel a Related Account’s cash advance privileges without also canceling the Related Account. A cash advance fee will be imposed, as disclosed in the Commercial Card Fee Schedule.
- 4. USE OF CARDS AND ACCOUNTS.** The Related Accounts may be used only for authorized business purposes. As business accounts, the Related Accounts are not subject to any statutes or regulations that apply to credit primarily for personal, family, or household purposes to the extent permitted by applicable law. Bank may, from time to time, give Customer notices or take other actions required for consumer purpose accounts without making the Related Accounts subject to such laws or regulations.



Customer is responsible for instructing all Authorized Cardholders, and for ensuring, that the Related Accounts and any cards issued thereunder are to be used only to pay for, or (if cash advance access is requested) to obtain cash advances to pay for, business expenses. Customer shall indemnify and hold harmless Bank from any and all liability, loss, or expense, including attorney's fees, arising from or out of any violation or alleged violation of the Truth-In-Lending Act or Regulation Z made or asserted against Bank based upon any use of the Related Accounts and any cards issued thereunder for an alleged consumer purpose.

Customer promises to pay and to be responsible for paying Bank for all credit extended under the Related Accounts for any purpose or by any means whatsoever, as well as for all finance charges and other fees and charges that may be assessed against the Master Account and all Related Accounts. This responsibility includes credit extended for business and consumer purposes through the use of a card for purchases of merchandise and/or services, cash advances, and all credit extended on the accounts by use of ATMs.

5. **DESIGNATION OF AUTHORIZED CARDHOLDERS.** Customer represents and warrants to Bank that each Authorized Cardholder is a current employee or agent of Customer. Only duly authorized employees, owners, officers, members, or partners of Customer may be designated as Authorized Cardholders of Related Accounts. When Customer requests cards, it will list the name of the Authorized Cardholder and other information requested by Bank, such as address, credit limit, etc., for each card requested. Bank will mail the requested cards to each Authorized Cardholder at Customer's business address, unless the Customer furnishes Bank, in writing, other instructions. Customer is responsible for instructing each Authorized Cardholder to sign the card and to use it only as instructed in Section 4 herein. Bank and any merchant or bank may rely upon any individual's possession of the card, signed by the Authorized Cardholder, as its sole evidence of the cardholder's authorization, and shall have no duty to question the purpose or nature of the use by such individual.
6. **TERMINATING AUTHORIZATION.** Customer may terminate an Authorized Cardholder's authorization to use the card by online request through Commercial Card Connect, sending a request in writing to the address provided in Section 24 hereof, or, in the event of an emergency, by calling Bank's 24-hour toll free customer service line (visit <http://www.commercialcardconnect.com> for applicable telephone number). To the extent permitted by applicable law, Customer shall be liable, prior to notification of termination of authorization, for all charges made on the Related Account by the individual to whom the card and/or cards were issued or who was authorized by Customer to use the card, and Bank and any merchant or bank may rely on the individual's continuing apparent authority to use the card.
7. **CREDIT LIMIT: SERVICE CHARGE FOR EXCEEDING LIMIT.** The overall credit limit established for the Master Account and the individual credit limit for each Related Account will include the total of the account charges which include, without limitation, charges for purchases, cash advances, credit extended by use of ATMs, and all other charges, fees and costs assessed to the account. Customer will be responsible for seeing that the balance of each Related Account does not exceed the credit limit for that account established for Customer by Bank, and that the total of all Related Account balances does not exceed the credit limit established for Customer's Master Account by Bank. Bank may, but need not, permit transactions on the Related Account that would cause the total Master Account and/or Related Account balance to exceed the applicable credit limits. Furthermore, Customer agrees to pay any such overlimit charges immediately. If, on the closing date of any billing cycle for the Customer's Master Account, the "New Balance" disclosed on the billing statement exceeds the "Credit Limit" disclosed on the same billing statement, Bank will assess an overlimit fee to the Master Account in the amount set forth on the Commercial



Card Fee Schedule. If any credit limit established for the Master Account or any Related Account by Bank is exceeded, Bank may review, in its discretion, the account in question or all Customer's account, and, in Bank's sole discretion, take no action, increase the applicable credit limit, or revoke and cancel all privileges arising hereunder with respect to the account in question or all Customer's accounts. The credit limit Bank has established for the Master Account is specified on the billing statement.

8. **LIMITING AUTHORIZATION.** Bank will give Customer one total charge limit. Bank may increase or decrease the total charge limit at its discretion. If Customer exceeds the total charge limit, Bank may reject any transactions until a payment is made to reduce the balance below the total charge limit. Customer may ask Bank to restrict transactions to merchants falling within certain categories. Bank will take reasonable steps to prevent authorization of transactions from other types of merchants. Bank will not be liable to Customer if merchants accept a Card or Card Account for other types of transactions, or if transaction authorization is not given by Bank. Authorized Administrator may grant or limit authorization for Authorized Cardholders using the Operational Instructions, by online request through Commercial Card Connect, written letter or by calling Bank listed thereon.
9. **PAYMENTS.** Each month Bank will deliver Customer a billing statement for the Master Account, reflecting the total of all activity for all Related Accounts during the preceding billing cycle. Customer shall pay the entire "New Balance" on the "Payment Due Date" as set forth on the billing statement. Payments must be mailed to Bank at the address shown on the billing statement. Payments may be made in any other manner to which Bank has agreed or notified Customer of in writing. Bank may apply payments and credits to the amounts owed on the account in any order that Bank establishes. In Bank's sole discretion, payments requiring external processing that are substantial in amount will not result in availability under the credit limit for up to 7 days to allow adequate time for confirmation of receipt of funds. If the Auto Debit option has been elected, the "New Balance" shown on the face of the Customer billing statement will be the amount debited from the designated checking account. If Customer does not pay in full by the specified due date, Bank may assess a late fee as set forth in the Commercial Card Fee Schedule. Customer agrees that in any event Bank will not be liable for the validity of any item on, or any error in, any billing statement unless the Bank is notified in writing of such error within sixty (60) days after the billing statement is made available to the Customer.
10. **LATE CHARGE ON DELINQUENT PAYMENTS.** Customer shall be responsible for paying Bank a late fee in the amount set forth on the Commercial Card Fee Schedule for any payment not received by the Payment Due Date. Customer shall also be responsible for payment of all expenses of collection incurred by Bank, including reasonable attorney fees incurred prior to litigation to collect any payment, and attorney fees in any litigation and on appeal or review. Payment of late charges shall not cure any default, whether caused by late payment or otherwise. The provisions of this section shall also be applicable with regard to all amounts owed at the time the Master Account is established.
11. **ANNUAL MEMBERSHIP FEES FOR RELATED ACCOUNTS.** In addition to all other fees and charges payable hereunder, Customer shall be responsible for paying Bank a nonrefundable annual membership fee in the amount set forth on the Commercial Card Fee Schedule for each Related Account. The fee will be due and payable for each Related Account when the Master Account is initially opened, and in that same month annually thereafter (the "Anniversary Date"). The charge for the Related Account(s) each year will be based upon the number of Related Accounts open under the Master Account on the Anniversary Dates. For Related Accounts open between anniversary dates, a pro-rata fee for each Related Account



will become due and payable on the first calendar day following the month that the Related Account is issued. Customer agrees that the fees may be charged to the Related Account as a purchase transaction. The fees are nonrefundable notwithstanding the fact that Bank may at any time revoke or cancel all or any part of the privileges related to the Related Account, or that Bank may at any time amend these Terms pursuant to Section 18 hereof, or that Customer does not utilize all or any of the conveniences of the Related Account.

12. **LIABILITY; SECURITY.** As collateral security for repayment of all amounts due hereunder, as well as to secure any and all other loans, notes, indebtedness and obligations that Customer (or any Guarantor) may now or in the future owe to Bank or incur in Bank's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), Customer hereby grants to Bank a continuing security interest in any and all present and future funds on deposit with the Bank including certificates of deposit and other deposit accounts in which Customer is an accountholder (with the exception of IRA, pension and other tax-deferred deposits), as well as any other assets pledged to Bank under a UCC-1 financing statement. Customer agrees that, should there be a default hereunder, Bank may at any time thereafter apply any such funds on deposit with the Bank, including certificates of deposit and other deposit accounts in which Customer or any unpaid balance of the Master Account and any and all other present and future indebtedness and obligations that Customer may then owe to Bank.
13. **LOST OR STOLEN CARDS.** In the event of the possible loss or theft of a card or possible unauthorized use, Customer will notify Bank immediately (visit <http://www.commercialcardconnect.com> for applicable telephone number). Customer shall be liable for paying Bank all card spend that occurs before Bank is notified of the loss, theft, or possible unauthorized use. If Bank has issued less than ten (10) cards to Customer, Customer liability for transactions by a person who does not have actual, implied or apparent authority to use the card and whose use does not result in a direct or indirect benefit to Customer will not exceed \$50 on each card. Customer also agrees to give Bank and/or any law enforcement authority all reasonable assistance with any prosecution of unauthorized use, including without limitation, obtaining an affidavit or similar written, signed statement from the Cardholder. Customer will make every reasonable effort to recover the card from any person whose authority to use the card Customer intends to terminate, or has terminated, or from any unauthorized Cardholder. Customer will cooperate in all legal action against any such person, and in connection therewith, will promptly provide all available information, and will cause Customer's employees to testify.
14. **CARD REPLACEMENT FEE.** A card replacement fee in the amount set forth on the Commercial Card Fee Schedule may be assessed for replacing each lost or stolen card, and the fee will be added to the Related Account as a purchase transaction.
15. **RETURNED CHECK FEES.** A Returned Check Fee in the amount set forth on the Commercial Card Fee Schedule will be imposed on a Related Account as a purchase transaction if (i) any check used to pay the account is returned unpaid to Bank or (ii) any Automated Clearing House (ACH) transaction results in a returned ACH item.
16. **CANCELLATION BY BANK; SURRENDER OF CARD; REFUSAL TO HONOR CARD AND CANCELLATION BY CUSTOMER.** The cards are property of Bank and, except as otherwise required by applicable law, Bank may, without liability or notice to Customer or any individual Cardholder, suspend, revoke or cancel all or any part of the privileges of the Master Account and/or any Related Accounts.



Customer may cancel the Master Account, and Customer may cancel one or more Related Accounts, at any time by giving Bank written notice of cancellation at the address listed in Section 24 herein. Cancellation will be effective only after Bank has received written notification. Customer remains liable for all obligations resulting from the use of the Related Accounts, even after Bank receives written notice of cancellation. Customer also remains obligated to pay Bank all amounts owed on the Master Account and/or Related Accounts, including any amounts for which Customer has not yet been billed.

Upon any cancellation of the services provided hereunder (i) the entire balance outstanding on all Card Accounts becomes immediately due and payable and (ii) Customer will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards. Neither Bank nor any MasterCard merchant or bank shall be liable in contract, tort, or otherwise for failure to honor the card under any circumstances.

Cancellation will not affect Customer's liability for any charges or other obligations hereunder. After cancellation, these Terms (except the ability to use the Master Account or any Related Accounts for additional transactions) will remain in force until all transactions and Customer's other obligations hereunder are paid and satisfied in full. Further, Customer shall ensure that no new transactions are made on the Master Account or any Related Accounts. However, if any transactions are made after cancellation, Customer will continue to be liable until they are paid in full.

17. **ENTIRE BALANCE DUE.** If Customer fails to make a required payment when due or breaks any other promise under these Terms, Bank can declare the entire balance of the Master Account and any Related Accounts due and payable at once without notice or demand. Bank can also do this if (i) Customer makes any false or misleading statements on its Application or in any other information provide to Bank while these Terms are in effect, (ii) Customer is in default under any other agreement with Bank, (iii) a voluntary or involuntary bankruptcy case is filed by or against Customer, or a receiver or trustee for the benefit of creditors is appointed for Customer, or (iv) Customer or Bank cancels the Master Account.

No delay or omission by Bank to exercise any right hereunder shall impair such right or be construed to be a waiver of any default or an acquiescence therein, and the authorization of transactions shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment, or other variation of the terms, conditions, or provisions of these Terms whatsoever shall be valid unless in writing signed by Bank, and then only to the extent in such writing specifically set forth. All remedies contained herein or by law afforded shall be cumulative and all shall be available to Bank until the Customer's obligations hereunder have been paid in full.

18. **AMENDMENTS.** Bank may at any time amend any term or condition of the Master Account and/or any Related Accounts (including the annual fee or other fees and charges) or may otherwise amend these Terms. Amendments will be made in any manner deemed acceptable by Bank, including without limitation, by general posting on the Bank's website. Customer acknowledges that if Bank amends these Terms by general posting on the Bank's website, it shall be under no obligation to communicate directly to Customer that any such amendments have been made, it being understood that Customer's access to the website shall be viewed as sufficient notice thereof. Any change in terms will apply to any outstanding account balances on the effective date of the change. At Bank's option, notice may be included in or with the billing statement. Customer's continued use of the Master Account and any Related Accounts without written objection will be deemed acceptance of the amendments.



19. **CURRENCY CONVERSION.** If Customer has transactions on an account in a currency other than U.S. Dollars, then MasterCard International Incorporated will use its currency conversion procedure then in effect, and such transactions will be billed on the billing statement converted to U.S. Dollars. This currency conversion procedure involves use of a currency conversion rate that is either the government-mandated exchange rate or a wholesale market rate in effect one day prior to the processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or posting date shown on the periodic statement. Customer should write to Bank as referenced in Section 24, if Customer wants further information on the currency conversion procedure now in effect.
20. **GOVERNING LAW.** Except to the extent federal law may apply, these Terms, the cards, and the Master Account and Related Accounts shall be governed by and interpreted in accordance with the laws of the State of New York, no matter where Customer is organized or located (and no matter where Guarantor(s), if any is located).
21. **DISPUTES OVER PURCHASES.** Bank will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with a Card Account or Card. Customer agrees to make a good faith effort to resolve any transaction dispute with a merchant. In a dispute with a merchant, Bank will be subrogated to Customer's rights and each Cardholder's rights against the merchant. Customer shall not assert against Bank any claims or defenses that Customer may have, or believe that it has, against any merchant.
22. **MISCELLANEOUS.**
- A. **Non-Assignability.** These Terms shall be binding upon and shall inure to the benefit of the Customer and Bank and their respective successors and assigns. These Terms, or any of the rights hereunder, may not be assigned by the Customer without the prior written consent of Bank. The Customer shall give written notice of the existence of these Terms to any purchaser, transferee, assignee, or other successor in interest of the Customer's business prior to any sale, transfer, or assignment of same and shall immediately provide Bank with a copy of such notice. In no event shall Customer be relieved of liability to Bank arising hereunder unless and until a purchase, transferee, assignee, or other successor in interest to the Customer's business shall expressly assume such liability in writing and Bank accepts such assumption of the liability in writing, which acceptance by Bank shall be solely within Bank's discretion. Bank may assign the Commercial Card Master Account and all Related Accounts and any of its rights hereunder without the consent of the Customer.
- B. **Address Change.** The Customer shall notify Bank in writing of any address change within twenty (20) days after the change becomes effective.
- C. **Special Requests.** From time-to-time, Customer may request special reports or rush delivery of cards or other information. If Bank complies with Customer's special requests, Bank will assess additional fees on the Master Account as set forth on the Commercial Card Fee Schedule.
- D. **Public Entities.** If Customer is a public entity, Customer expressly agrees that (i) use of the cards shall be limited to purchases made in the ordinary course of administration, (ii) notwithstanding any conflicting provisions contained herein, cash advances are prohibited hereunder, and (iii) Customer will comply with all laws and regulations applicable to the validity, execution and compliance herewith.



23. COMMERCIAL CARD CONNECT

- A. Commercial Card Connect provides Customer internet access to information and reports relating to the Master Account and Related Accounts and provides Customer with the ability to make changes to Related Accounts such as increasing or decreasing credit limits on Related Accounts and temporarily closing and re-opening Related Accounts, subject to any limitations imposed by Bank. Customer agrees that Commercial Card Connect will be an additional method of modifying the terms of the Related Accounts. Customer agrees that Authorized Cardholders of Related Accounts will have access to Commercial Card Connect but, unless otherwise noted as an Authorized Administrator on the Commercial Card Operational Instructions, will not be authorized to modify the terms of the Related Accounts. Commercial Card Connect can be accessed by visiting <http://www.commercialcardconnect.com>.
- B. Bank shall not be liable for lost profits, indirect, special, consequential, or punitive damages, foreseeable or non-foreseeable, which may arise in connection with the performance or nonperformance by Bank of the Commercial Card Connect Services, even if Bank has been advised of the possibility of such damages, except as limited by applicable state law. Customer agrees that Customer will indemnify and hold Bank harmless from and against any claim arising out of honoring or acting upon any instructions received through Commercial Card Connect.

24. INQUIRIES AND CORRESPONDENCE

All notices or other communications (not to include disputes over purchases) must be in writing or by electronic mail and shall be deemed effective when delivered by hand or sent and received by certified mail, postage prepaid with return receipt requested, at such addresses appearing herein, or to such other addresses as either party may specify in writing to the other party or upon receipt by the party by electronic mail. Any notices or inquiries regarding the Master Account and any Related Accounts should be sent to:

If to Bank:

Capital One, National Association
Commercial Card
P.O. Box 60024
New Orleans, LA 70160
Phone 866-772-4497
Fax 855-718-0613
Email TM-CommercialCardSupport@capitalone.com

If to Customer:

See Page 1 of the Operational Instructions
for relevant contact information



OPTIONAL SERVICES

VIRTUAL CARD

The following terms apply if Customer utilizes Bank's Virtual Card Service:

SECTION 1. THE SERVICE

Customer wishes to participate in Bank's Virtual Card application, subject to the following guidelines:

Definitions applicable to Virtual Card service:

"Virtual Card Number" means a substitute Card number that is linked to a Real Card Number and that can be used in place of that Real Card Number in relation to "Cardholder not present" Transactions, such as Transactions initiated through e-commerce, telephone, mobile telephone, or mail order and any other Transactions for which a tangible plastic card is not being physically swiped or dipped.

"Real Card Number" means the number that is embossed (or un-embossed) and/or encoded on a MasterCard Card that identifies the Bank and the particular Cardholder account.

"Card" means any form of credit card, debit card, charge card, stored value card, loyalty card, virtual card, electronic check or other evolutionary financial transaction device used for the purpose of obtaining credit or debiting consumer and/or commercial accounts that is now or hereafter effected through transactions with merchants via MasterCard's clearing network.

"Transaction" means an authorization request, cash withdrawal, deposit, payment transaction, refund, account inquiry, or other transaction that (i) is initiated by a Cardholder at an ATM, POS device, or other device that accepts Cards for payment purposes; and (ii) that is transmitted to MasterCard for processing under the Terms and this section.

"Cardholder" means any Person authorized by Bank or Customer to use a MasterCard-branded payment Card issued by Bank.

"Person" means, in relation to Bank or Customer (as applicable), any natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, estate, association or other legal entity or organization (each a "Person") that Bank or Customer (as applicable) Controls or is Controlled by or is under common control with (as "Control" is defined herein) from time to time for so long as Bank or Customer (as applicable) or such Person remains so Controlled.

"Control" means the power to direct or control the management and policies of an entity through the ownership of voting securities, by contract or otherwise.

"Parties" means, collectively, Bank and Customer and their respective successors and permitted assigns with Bank and Customer each individually being referred to as a "Party".

Capitalized terms not defined in this section shall have the same meaning ascribed to them in Section 1 of the Terms.



SECTION 2. TERMS & CONDITIONS

Application Features

The Capital One Virtual Card application provides the Customer with the following key product features:

- Generation of unique Virtual Card Numbers linked to a Real Card Number.
- Two accessibility options: web-based or file transmission (described below)
- Enhanced authorization controls whereby spending can be controlled in various ways including purchase amount, purchase type, validity period and supplier.
- Authorized Administrators can register Cardholders/approvers for access to the Virtual Card Cardholder interface

Web-based Cardholder Interface Option

Customer can request Virtual Card Numbers through a web-based Cardholder interface. The web-based method allows Authorized Administrators the ability to input authorization controls and addenda / cost allocation information for each Virtual Card Number and/or transaction.

Virtual Card Batch File Option

Customer can request Virtual Card Numbers via batch file transmission. The file transmission method is SFTP. The file-based approach will support the provision of all spend control and custom data field values currently supported by Virtual Card.

Third Party Vendor

Customer acknowledges and agrees that Bank may utilize one or more third party vendors (each a "Third Party Vendor") in providing Capital One Virtual Card. Customer acknowledges and agrees that Bank may delegate its duties to provide Capital One Virtual Card, in whole or in part, to any Third Party Vendor it designates. Customer acknowledges that Third Party Vendor reserves the right to change and/or enhance the Virtual Card application from time to time. Should Third Party Vendor change or enhance the Virtual Card application, Bank shall notify Customer within ten (10) days of receipt of such notice by Third Party Vendor. Customer understands and agrees that Bank is neither responsible nor liable for any monitoring of Third Party Vendor's performance nor is Bank responsible or liable for Third Party Vendor's inability or failure to perform. Customer agrees to provide to Bank all available information that is reasonably required by Bank or Third Party Vendor to effectively provide Virtual Card. Notwithstanding anything to the contrary herein, Virtual Card shall terminate or be suspended automatically upon the termination or suspension of Bank's agreement(s) with Third Party Vendor from which Bank obtains services necessary to provide Virtual Card to Customer as contemplated herein.

Additional Terms and Conditions

Customer is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformance with industry standards, to safeguard against unauthorized access to the Capital One Virtual Card Cardholder interface. Customer agrees to maintain the confidentiality of any passwords, codes, digital certificates, security devices and related controls. If Customer believes or suspects that any such information have been accessed by unauthorized persons, the Customer shall promptly notify the Bank and will advise the Bank as to the effect of the security breach and the corrective actions to be taken.



CDF FILE SERVICE

The following terms apply if Customer utilizes Bank's CDF File Service:

SECTION 1. THE SERVICE

Customer wishes to receive certain commercial card data via a file from MasterCard in a Common Data Format (CDF).

SECTION 2. TERMS & CONDITIONS

- A. FEATURES:** CDF serves as both a description of corporate card activity and as the transport medium for that information. There are in excess of 35 Record Types defined in the MasterCard CDF Specification (accessible via MasterCard's website). It is not required that each of these Record Types be used, but the full complement of records facilitates a very complete specification of a corporate card Cardholder, that Cardholder's organization and the transactions against that Cardholder's account. Depending on your needs for detailed specification of your organization and the transaction types you make on your corporate cards, you may use a very few Record Types or the entire complement of records available. The CDF layout provides records to specify organizational entities and to transmit transactions. Transactions require that the organization be specified before they can be processed. The CDF format allows inbound CDF customers to provide updates to transactions and addendum records which have already been sent to MasterCard International. This allows enhanced transaction and addendum information received at a later date to flow through to applications which support updates.
- B. Third Party Service Provider**
Customer acknowledges and agrees that Bank may utilize one or more Third Party Service Providers in providing CDF. Customer acknowledges and agrees that Bank may delegate its duties to provide CDF, in whole or in part, to any Third Party Service Provider it designates. Customer acknowledges that Third Party Service Provider reserves the right to change and/or enhance the CDF Service from time to time. Should Third Party Service Provider change or enhance the CDF Service, Bank shall notify Customer within ten (10) days of receipt of such notice by Third Party Service Provider. Customer understands and agrees that Bank is neither responsible nor liable for any monitoring of Third Party Service Provider's performance nor is Bank responsible or liable for Third Party Service Provider's inability or failure to perform. Customer agrees to provide to Bank all available information that is reasonably required by Bank or Third Party Service Provider to effectively provide CDF. Notwithstanding anything to the contrary herein, CDF shall terminate or be suspended automatically upon the termination or suspension of Bank's agreement(s) with Third Party Service Provider from which Bank obtains services necessary to provide Vendor Enrollment to Customer as contemplated herein.

SMART DATA GENERATION 2 SERVICE

The following terms apply if Customer utilizes Bank's Smart Data Generation 2 Service:

SECTION 1. THE SERVICE

Bank provides Customer access to Smart Data Generation 2, a web-based expense management system that allows the Customer to generate comprehensive spending reports for all employees and to accurately integrate transaction data into the Customer's accounting system. Customer agrees to follow the procedures set out in the Smart Data Generation 2 Customer Guide as such Customer Guide may be amended or supplemented from time to time. Customer acknowledges receipt of the Customer Guide.

SECTION 2. TERMS & CONDITIONS

- A. Smart Data Generation 2 is a service provided by MasterCard International and Bank is not responsible for any loss or damage suffered or incurred of whatsoever type in relation to the Customer's use of Smart Data Generation 2, including any availability of the service or any errors, inaccuracy or omission of any data or information.
- B. Customer agrees that the Bank may supply details of the Customer's Cardholder(s) and any transactions completed using the card to MasterCard or any other person nominated by the Bank or MasterCard for the purposes of providing the Smart Data Generation 2 services.
- C. Bank shall issue Customer's Authorized Cardholder(s) a Smart Data Generation 2 Cardholder Identification Code and one or more passwords (collectively, the "Identification") which will permit access to those features of Smart Data Generation 2 selected by Customer. Customer understands and agrees that any one person who provides the correct Identification may have access to any and all accounts subject to Smart Data Generation 2. Customer agrees to limit disclosure of the Identification only to those of its employees. Customer authorizes to use Smart Data Generation 2 and to establish adequate internal procedures to prevent disclosure of the Identification to other persons and the unauthorized use of Smart Data Generation 2. Customer understands and agrees that Customer is solely responsible for the risks associated with disclosure of the Identification and the unauthorized use of Smart Data Generation 2 and that Bank is fully protected in performing any and all Smart Data Generation 2 transactions entered under valid Identification, whether or not the person actually entering such transactions is authorized by Customer to perform such transactions.
- D. In addition to all other fees and charges payable hereunder, Customer and each Responsible Person shall be jointly, severally, and solidarity responsible for paying Bank fees set forth on the Smart Data Generation 2 Pricing Schedule included in the Operational Instructions. Customer and each Responsible Person agree that the fees may be charged to the Related Account as a purchase transaction. The fees are nonrefundable notwithstanding the fact that Bank may at any time revoke or cancel all or any part of the privileges related to the Related Account.



REWARDS PROGRAM

The following terms apply if Customer, as reflected on the Operational Instructions, participates in Bank's Rewards Program:

SECTION 1. GENERAL OVERVIEW

- By participating in the Capital One Rewards Program (the "Program"), Customer ("you"; "your"; "Customer") agrees to these Rewards Program Terms.
- Bank reserves the right to modify, cancel or suspend the Program at any time without notice. Eligibility is restricted to accounts in good standing. The Program is void where prohibited by federal, state or local law.
- Customer can earn points as outlined in the Earning Table found in the Operational Instructions or Rewards Addendum (whichever is applicable), which is subject to change at any time in Bank's sole discretion. In order to earn points, you must first be enrolled in the Program. Contact your Treasury Management Sales Associate with any questions regarding enrollment.
- There is no limit to the number of points you can earn. Points are not transferable and have no expiration date.
- Points may be redeemed for cash or cash equivalents, merchandise, or gift cards. Certain redemption options may incur additional servicing fees (which in some cases, may be offset by points.)
- Bank may, at its option, deduct points earned in order to offset past due balances. Such deduction will be made at a rate of \$.01 per point.
- If Bank terminates or suspends your Master Account, all accrued points will be forfeited.
- Fraud or abuse relating to the accrual of points or redemption of rewards may result in forfeiture of accrued points as well as termination of your Master Account.
- Bank reserves the right to interpret these Rewards Program Terms and will be the final authority on point credits and rewards qualifications.

SECTION 2. REWARDS EARN

Customer shall accrue points based upon total Net Purchase Volume in accordance with the earning structure as outlined in the Operational Instructions. Net Purchase Volume is defined as; (total purchases, less credit chargebacks, credit losses, cash advances, delinquency assessments, fees and unauthorized charges). Certain transactions, including but not limited to, the following, will be excluded: cash disbursements, cash advances, person-person money transfers, a quasi-cash transaction including the purchase of travelers checks, foreign currency, or money orders, truck stop transactions (any transactions at a truck stop other than an ATM at fuel desks), weigh stations, public scales, ports of entry, gambling transactions, utilities, international transactions, warehouse transactions, balance transfers, convenience checks, credit chargebacks, credit losses, annual fees, late payment fees, over-limit fees, insurance charges, card-related service charges, finance charges, fees and/or unauthorized charges, and Merchant Partner Program (as defined by MasterCard) transactions.



SECTION 3. REWARDS REDEMPTION

Cash or Cash Equivalents

Points may be paid to Customer (or a party designated by Customer) at a rate of \$0.01 per point.

1. Statement Credit

- A) Customer can redeem points for cash in the form a statement credit. A credit adjustment is generally applied to the existing balance. Statement credits may be used to offset past due balances.
- B) Statement credits will adjust your balance and will be reflected in your minimum payment due, so please make sure you pay your minimum payment due each month. Receipt of a statement credit does not affect your responsibility to pay your minimum payment shown on each statement you receive from Capital One. If the reward causes a credit balance on your account, the credit adjustment will remain on your account but the points will not be reinstated.
- C) Statement credits are typically processed within 1-2 business days from date of redemption.

2. Direct Deposit

Customer can redeem points for cash in the form of a direct deposit to a checking account. You must request such direct deposit in writing, which can be via email to TM-CommercialCardSupport@capitalone.com with the subject line "Rewards Redemption by Direct Deposit". You must provide a copy of a cancelled check from such checking account. Bank will typically process the deposit within 5-7 business days from the date of redemption. If, for any reason, the direct deposit is rejected by the receiving bank, Bank will attempt to notify you of such rejection and will take no further action unless and until further instructions are received.

Merchandise (visit capitalonebankrewards.com for a current list of available merchandise)

- Merchandise options are updated, modified and/or canceled regularly and without notice, and are available while quantities last.
- Merchandise will be shipped to the address entered at the time of redemption. Merchandise cannot be shipped to P.O., APO or FPO boxes. Items ordered at the same time may arrive separately.
- Merchandise point levels include all taxes, standard shipping, handling and delivery charges. Additional shipping costs may apply and, if so, will be disclosed to you at the time of redemption. Expedited/insured delivery of merchandise may be available upon request. Fees associated with expedited delivery and/or insurance will be your responsibility.
- Merchandise rewards are offered and provided by independent manufacturers. The manufacturer's warranty applies to all merchandise rewards. Capital One makes no express or implied representation or warranty and will not be liable for injury, damage, loss or expense resulting from your acceptance of use of the reward or from a reward's defect or failure. Capital One disclaims any implied warranty of merchantability or fitness for a particular purpose.



Gift Cards

- Gift Cards are valid at participating merchants only through the expiration date, if any, printed on the Gift Card, except as otherwise provided by applicable law. Expiration of Gift Cards varies by merchant.
- Acceptance of Gift Cards is the sole responsibility of the participating merchant, not Capital One.
- Gift Cards have no cash value and may not be redeemed for cash or its equivalent, and any unused portion will not be returned as cash unless a Gift Card states otherwise.
- Gift Cards are transferable unless otherwise noted on the Gift Card.
- Gift Cards are void where prohibited by law.
- Unless otherwise stated on the Gift Card, Gift Cards for rewards offered do not include any federal, state or local taxes, which are your sole responsibility at time of redemption.
- Gift Cards will usually arrive within 3 weeks. Expedited/insured delivery of a Gift Card may be available upon request. If you select expedited, express, or international shipping, you may be charged a shipping fee.
- Gift Cards are redeemable for eligible products and services through the merchant location and/or website.
- Products or services obtained with the Gift Card cannot be returned or canceled for a cash refund. Returns will be subject to the merchant standard return policy.
- The Gift Card is not returnable or exchangeable for cash, except where required by law.
- The Gift Card and associated offers, if any, are void where prohibited by law.
- A replacement Gift Card will not be provided or refunded if lost, stolen, destroyed or used in an unauthorized manner.
- Gift Cards are subject to any additional terms, conditions, and restrictions disclosed.
- If the Gift Card has been used, it may not be returned.

Travel

Points may be redeemed for certain travel-related rewards. Please visit capitalonebankrewards.com for specific details. Additional terms and conditions will apply.

