Business Card Application

CNB St Louis Bank

Officer #

1. Your Business Information

Name of Business (as you would like it to appear on your card(s))

Legal Name of Business (if different from above)

Taxpayer ID Number | Phone Number

Business Mailing Address

Business Mailing City, State Zip

Physical Address

Physical City, State Zip

Gross Annual Revenue $ | Years in Business | Number of Employees

Program Administrator Name | Program Administrator Email

Business Credit Line Requested $

Type of Business: ◯ Professional ◯ Service ◯ Retail ◯ Manufacturing ◯ Sales ◯ Other

Product/Services Sold: _____

Legal Structure *: ◯ Corporation ◯ Sole Proprietorship ◯ Partnership ◯ Non-Profit ◯ LLC ◯ Other

* We reserve the right to request additional financial information from the company or guarantor.

2. Owner Information: Please provide information for all owners with 25% or more ownership

Owner #1 Full Name (First & Last) ☐ This is an individual with control of the business.

Email | Phone Number | DOB | SSN

Home Address | Ownership %

City, State Zip | Country of Citizenship | Title

Owner #2 Full Name (First & Last) ☐ This is an individual with control of the business.

Email | Phone Number | DOB | SSN

Home Address | Ownership %

City, State Zip | Country of Citizenship | Title

Owner #3 Full Name (First & Last) ☐ This is an individual with control of the business.

Email | Phone Number | DOB | SSN

Home Address | Ownership %

City, State Zip | Country of Citizenship | Title

Owner #4 Full Name (First & Last) ☐ This is an individual with control of the business.

Email | Phone Number | DOB | SSN

Home Address | Ownership %

City, State Zip | Country of Citizenship | Title

Signer Full Name (First & Last): Required for a signer who has less than 25% ownership (including no ownership) but has control of the business.

Email | Phone Number | DOB | SSN

Home Address | Ownership %

City, State Zip | Country of Citizenship | Title

☐ **Any and all owners with 25% ownership or more are listed above.**

3. Billing Information (Create this page in duplicate, if multiple Billing Statements)

Choose a Billing Method -

◯ Consolidated (Central) Billing ◯ Individual Billing

Choose a Billing Cycle-

◯ Weekly ◯ Semi-Monthly ◯ Monthly

If Consolidate Billing, Choose a Central Bill Name & Credit Limit

Central Bill Name | Central Bill Credit Limit $

Central Bill Taxpayer ID Number (if different than above)

If Monthly Choose Statement Date and Due Date

Statement Date (01-28) | Due Date (01-15 bus. days)

Payment Amount Option - If Monthly Cycle

☐ Pay In Full ☐ Minimum Payment Due

Bank Information (if Payment is Auto Drafted - Req for Weekly & Semi-Monthly)

Bank Name (if applicable)

ACH Account Type (if applicable)

☐ DDA ☐ Savings ☐ N/A (Pay by Check)

ACH Account Number (if applicable) | Routing Number (if applicable)

If this application is accepted and the requested Mastercard issued, the company shall have entered into a contract with bank, subject to the terms and conditions transmitted with said card, and any future amendments thereto. The term "cardholder" in the Business Credit Card Agreement refers to both the company and the persons named on the card. The company is liable for all amounts incurred through the use of such cards. Each Mastercard bankcard issued shall be an extension of said contract. Upon consideration of this application, bank may request a consumer credit report or reports for employees and/or authorized signer(s) from one or more consumer reporting agencies. Information may be exchanged with others regarding bank's extension of credit to applicant. Bank reserves the right to retain this application whether or not it is approved. The authorized signer (applicant) in signing below certifies that all sections of this application have been read by the applicant and that the information contained hereon is true and correct and the applicant further certifies that he/she is 18 years of age or older. The giving of false information on applications for credit is a criminal offense and may be punishable by a fine and/or imprisonment. IF THIS APPLICATION IS APPROVED, THE MASTERCARD® BUSINESSCARD WILL BE ISSUED BY THE CENTRAL TRUST BANK, JEFFERSON CITY, MO, AS CREDITOR TO THE PERSON NAMED THEREON.

4. Authorized Officer Signature/Guarantor

I am an Authorized Officer of the Business with the authority to bind the Business to the terms of this Agreement. **The execution, delivery and performance of this Agreement have been duly authorized. I understand that the Business is liable for paying charges on the Account according to the terms of this agreement.

Principal Authorized Signer	Name Printed:	Date
Second Authorized Signer	Name Printed:	Date
Third Authorized Signer	Name Printed:	Date
Fourth Authorized Signer	Name Printed:	Date
Fifth Authorized Signer	Name Printed:	Date

Personal Guaranty. Central Trust Bank is willing to open the Mastercard Account on the condition that Guarantor guarantees all obligations of the Company in connection with the Mastercard Account; and Guarantor is willing to do so upon the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby absolutely and unconditionally and irrevocably guarantees to Central Bank the due and punctual payment of any and all obligations arising from or related to the Mastercard Account, as and when such payment shall become due and payable without Central Bank being required to proceed first against the Company or any other person or entity or against any security for the obligations arising from the Mastercard Account.

Guarantor waives notice of acceptance of this Guaranty or reliance by Central Bank upon this Guaranty, as well as presentment for payment, notice of nonpayment, demand for payment, protest or notice of protest.

Guarantor shall pay to Central Bank all costs of collection, including, without limitation, a reasonable attorneys fee, incurred by Central Bank to enforce this Guaranty.

Guarantor authorizes Central Bank to check Guarantor's credit history, including, without limitation, requests for credit reports from one or more consumer reporting agencies, employment history or any other information reasonably required by Central Bank to determine Guarantor's credit history.

This Guaranty shall be binding upon Guarantor and Guarantor's personal representative, heirs and assigns. This Guaranty shall inure to the benefit of Central Bank and its successors and assigns.

Guarantor Authorized Signer	Name Printed:	Date
Guarantor Authorized Signer	Name Printed:	Date
Guarantor Authorized Signer	Name Printed:	Date
Guarantor Authorized Signer	Name Printed:	Date

**Important: A Certification and Directive noting authorized signer must accompany this form or be on file with Business Card Services in order to process this application.

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, physical 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.

BANKCARD SERVICES
CERTIFICATION AND DIRECTIVE

The undersigned representative(s) (whether one or more, the "Representative") of the below named Company (the "Company") hereby certifies to BankCard Services ("BankCard Services") on behalf of Company that the following certificate and directive have (i) been approved by the authorized governing body of or the individuals comprising Company in accordance with the organizational documents of Company, and (ii) not been amended, modified or revoked as of the date hereof.

Certification

1. The name of Company is _____
2. The physical address of Company is _____
3. The federal tax identification number of Company is _____
4. Company is, and at all times shall be, duly organized and validly existing under the laws of the state of its origin and the state where Company is located.
5. Company has the full power and authority to enter into and perform any and all agreements incidental to the bank card services provided to Company by BankCard Services and to authorize the persons designated herein to transact business on behalf of Company in connection with such bank card services.
6. Company has duly authorized the Representative to complete the Certification and Directive on behalf of Company.
7. Company will promptly notify BankCard Services in writing at the address first given above (or such other address as BankCard Services may designate from time to time) prior to: (a) any change in Company's name; (b) any change in Company's assumed business name; (c) any modification or rescission of the Directive below; or (d) any change in any other aspect of Company that directly or indirectly relates to any agreements between Company and BankCard Services.

Directive

1. BankCard Services is designated as Company's provider of bank card services subject to such terms, conditions, rules and regulations of BankCard Services governing bank card services from time to time, and Company's agreement with such terms, conditions, rules and regulations shall be conclusively presumed by Company's use of the bank card services;
2. All acts and things done prior to the date hereof by or on behalf of Company in connection with the bank card services are hereby ratified, confirmed, and approved;
3. Any and all prior agreements by the Company concerning the bank card services continue in full force and effect as supplemented or modified herein.
4. Company, as any of the persons named below (the "Authorized Persons") shall deem necessary or desirable, shall enter into and deliver such instruments, documents, agreements, and other writing as in the opinion of the Authorized Persons may be necessary or desirable to obtain the bank card

services (the "BankCard Documents"). Each of the Authorized Persons is hereby authorized and directed (individually and without the joinder of any other Authorized Person) to enter into and deliver on behalf of Company, as the Authorized Person may deem necessary or desirable, any and all of the BankCard Documents contemplated by these Resolutions, each BankCard Document to be in form and content satisfactory to the Authorized Person(s), such satisfaction to be conclusively evidenced by the Authorized Persons execution of the same, and to do all such acts and things as in the opinion of the Authorized Persons may be necessary or desirable in connection with the bank card services. Any of the Authorized Persons may act on behalf of the Company without the joinder of any other person.

The Authorized Representatives are as follows:

Name	Title	Signature

CONTINUING VALIDITY. This Certification and Authorization shall remain in full force and effect and BankCard Services may rely upon it until written notice of its revocation or amendment shall have been delivered to, received, and acknowledged by BankCard Services. Any such notice shall not affect any of Company's liabilities, obligations or agreements in effect at the time such notice is given.

BankCard Services may rely upon the foregoing Certification and Authorization in extending bank card products and services to Company.

IN WITNESS WHEREOF, the foregoing Certification and Authorization is executed and shall be effective on the date first stated below.

_____
Date

Signature:_____
Name: _____
Title: _____

INTERNAL BANKCARD USE

ATTEST _____
Name: _____
Title: _____

Accepted by BankCard Services on
_____, 20___

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representative.

Company Name:

_____

Authorized Signer:

Customer:

X _____
Printed Name _____
Title: _____
Date: _____

BANK:

X _____
Printed Name _____
Title: _____
Date: _____

Rewards or Rebate Addendum
(Business Card Service Agreement)

○ **Rewards Program**
○ **Rebate Program**
(choose one)

Rewards Program

Provided that Company remains in full compliance with all of its obligations to Bank, including, but not limited to, its obligations under the Agreement and all applicable Cardholder Agreements, Bank will award one point for each dollar on the Net Purchase Volume for the applicable billing cycle. There is no limit to the number of points Company or Cardholders can earn. Points will be awarded and may be redeemed online with our service provider. Company or Cardholders can redeem points for round-trip airfare, gift cards, merchandise and more.

Rebate Program

Provided that Company remains in full compliance with all of its obligations to Bank, including, but not limited to, its obligations under the Agreement and all applicable Cardholder Agreements, Bank will pay Company the following based on the Net Purchase Volume for the applicable calendar month (annualized):

Rebate for Net Purchase Volume (Excluding Reduced Rate Program Purchases)	
Annual Net Card Volume	**Rebate bps**
$0 to 499,999	65
$500,000 to $999,999	70
$1,000,000 to $2,499,999	75
$2,500,000 to $4,999,999	80
=>$5,000,000	85

Rebate for Reduced Rate Program Net Purchase Volume	
If the transaction qualifies for Reduced Rate Program Interchange Rates:	The Rebate for the applicable transaction shall be: 0 bps of Reduced Rate Net Purchase Volume

Please specify the account to credit for rebate payments:

_____ACH Account Number
_____Routing Number
_____Bank Name
Choose ACH Account Type Choose Account Type

Bank will make Rebate payments via ACH within 15 days following the end of each month based on the calculated Net Purchase Volume for such month. If the Card Association decreases the interchange rate paid for Card and Account Transactions, Bank may decrease Rebate rates. Bank agrees, however, to give Company at least 30 days' notice of the date on which any changed rate will apply to new Net Purchase Volume.

Cardholder Add Form

Company may add additional cardholders at any time. Additional controls may also be applied to each individual cardholder including daily and single transaction limits, as well as, merchant category code restrictions.

Cardholder #1

Cardholder Name	SSN
Line 4 under Cardholder Name (23 char limit)	Credit Limit
Cardholder Email Address	Mobile Phone Number

Cardholder #2

Cardholder Name	SSN
Line 4 under Cardholder Name (23 char limit)	Credit Limit
Cardholder Email Address	Mobile Phone Number

Cardholder #3

Cardholder Name	SSN
Line 4 under Cardholder Name (23 char limit)	Credit Limit
Cardholder Email Address	Mobile Phone Number

Cardholder #4

Cardholder Name	SSN
Line 4 under Cardholder name (23 char limit)	Credit Limit
Cardholder Email Address	Mobile Phone Number

Cardholder #5

Cardholder Name	SSN
Line 4 under Cardholder name (23 char limit)	Credit Limit
Cardholder Email Address	Mobile Phone Number

☐ My company needs more than 5 cards. Please contact company for additional card information.

Business Credit Card Agreement

This Business Credit Card Agreement ("Agreement") is entered into by and between The Central Trust Bank, a Missouri trust company with its principal place of business in Jefferson City, Missouri ("Central Bank", "Bank", "we" or "our") and the undersigned Customer ("Customer", "you" or "your") effective as of the date accepted by Bank as written on the signature page to this Agreement. In consideration of the representations, warranties, covenants and agreements set forth herein, the parties hereby agree as follows:

1. Introduction

(a) Card Programs. The Central Bank Business Card is designed to handle all of an organization's purchasing, travel and entertainment, and business spending needs through a single card platform. Our Card (as hereinafter defined in Section 2(a)) programs offer a wide array of features and control options including merchant category and velocity controls that limit your Cardholders to or from a particular category of spending. Our Card programs are further defined by additional Internet Online Features that may be implemented upon your request.

(b) The Service. We, at your request have agreed to provide to you our business card services. The Services consists of the Account, the Cards, and the related services described in this Agreement. The Services may only be used for business or commercial purposes and not for personal, family, household or other consumer purposes. This Agreement is not binding on us until one of our authorized officers has executed it and delivered the signed copy to you.

(c) Information. Before we can make the Service available to you, you are required to complete a set up and implementation process and complete related forms. This process includes the selection of important features and options available with the Service and the designation of persons with authority to act for you ("Authorized Persons"). Some of this information will be entered into forms by one of our representatives. In addition, we may require information or the execution of documents at various times throughout the duration of this Agreement. You agree to provide any information and to execute documents that we reasonably require in connection with the Service, including without limitation any information we may request for each Cardholder. Additional information about and requirements for the Service and various features of the Service may be included in reference guides and other information we provide to you in the set up process and throughout your use of the Service in hard copy or online (as updated from time to time).

(d) Representatives. We will rely on the information provided to us by an Authorized Person or your other agents, officers, employees and representatives ("Representatives") in providing the Service to you. Any changes in Representatives or to the information you provide us must be promptly communicated to us and given or promptly confirmed in writing although we may, in our sole discretion, act on oral requests for changes. We may request separate documents, certificates or resolutions from you to establish the authority of your Representatives. A change shall be effective only after we receive the proper request for such change and we have had a reasonable opportunity to act on the request. Until then, we may rely on status of your Representatives as previously given to us, and on information that purports to have been authorized by individuals you previously authorized. You agree that we may refuse to comply with requests from any person until we receive documentation reasonably satisfactory to us confirming the person's authority. We shall not be liable or responsible to you for any Authorized Person or Representative who exceeds the limits of his or her authority.

2. Establishment of Account and Issuance of Cards

(a) The Account. Upon completion of the set up process, we will establish for you a business credit account ("Account") subject to the credit limit we establish, and issue ten (10) or fewer cards (or similar devices) and account numbers associated with your Account (the "Card(s)") to your designated employees ("Cardholders") in accordance with this Agreement and our Service procedures. We will issue each Card for the original term indicated on the Card. We will honor all transactions unless the Card or the Account has been effectively cancelled as provided in this Agreement. Unless and until a Card has been properly cancelled, the Card is valid and may be used for transactions, and renewal or replacement Cards will be issued for it as appropriate. Once issued as requested by you and subject to the provisions of this Agreement, you are solely responsible for the use

of the Card by each Cardholder and for imposing and enforcing any limits or restraints you wish to impose on a Cardholder's use of the Card.

(b) Cardholders. You are responsible for the use of each Card and Account number by you and each of your Cardholders. As part of this responsibility, you agree to: (i) limit use of all Cards to business or commercial purposes on your behalf; (ii) to review, or cause each Cardholder to review the Cards upon receipt to confirm that all information relating to you or the Cardholder on the Card is correct, and to notify us immediately if the information is not correct; (iii) to impose internal controls and procedures to prevent fraud and unauthorized use of a Card; and (iv) to timely review and reconcile all Account activity and transactions as further described below.

(c) Transactions. Unless otherwise restricted by us, your Cards and the Account may be used to effect the purchase or reservation of goods or services and cash advances by all generally recognized means including swipe, chip read, signed seller drafts, telephone, internet entry, use of an account number or otherwise. We are not responsible for the failure or refusal of anyone to honor a Card. Subject to the express limitations set forth in this Agreement, you are responsible for all uses of a Card and Card number regardless of the means by which the transaction is effected and regardless of whether it is authorized by you or violates your internal policies, controls or restrictions. Merchant category and velocity controls, when properly implemented and used by you and reported by the merchant, can be effective in controlling transaction activity.

(e) Customer Identification Program. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business entity that establishes an Account. When you establish an Account with us, you must provide us with your business entity name, principal and local (if different) address, date of establishment, employer identification number and other information. We may also seek additional information or documents. You agree that we may seek information about you from third parties to confirm your identity and for other Account related purposes. We are required to follow these procedures even if you are already a customer of ours.

3. Card Administrator. In the setup process, you will appoint an individual to serve as your administrator ("Card Administrator") with complete authority to administer and manage the use of the Service on your behalf. Unless restricted by you in the set up process, the Card Administrator has the authority to: designate personnel with access to some or all of the administrative features of the Service; designate persons who will be issued Cards and become Cardholders and establish their individual Card credit limit; cancel a Card and change the credit limit associated with a Card; issue replacement Cards for damaged or lost Cards or to effect a name change on an existing Card; select, create and maintain templates through the Online Features that implement available spending controls; obtain information and reports about, and monitor Account and Card use; and, accept and act on all communications from us regarding the Service. If you choose to utilize any of the Online Features, the Card Administrator will have the additional authority described with that feature. We may, without further inquiry, rely on, deal with and accept instructions related to the Service from any person who identifies himself or herself as the person designated by you as the Card Administrator.

4. Promise to Pay

(a) Obligation. You promise to pay us all Obligations without deduction or setoff in accordance with this Agreement. You are required to pay us whether or not the use of the Account, Card, Account numbers or other incurrence of indebtedness was authorized by you. Cancellation of a Card or termination of the Account does not in any way excuse your obligation to pay for all purchases or other charges incurred against or in connection with the Account or with any Card or account number through the effective time of the cancellation or termination, regardless of when actually posted to the Account. As used in this Agreement, the term "Obligations" means: (i) the aggregate outstanding principal amount of, and all fees and charges on advances made by us on or in connection with the Account, through the use of a Card, an Account number or otherwise, (ii) all of your obligations and liabilities for the indemnification of us under this Agreement, and (iii) all fees, costs, charges, expenses, reimbursements and other similar obligations from time to time owing to us under this Agreement. Payment of at least the minimum payment shown on your statement is monthly on the due date specified by us in the set up process ("Payment Due Date").

(b) Foreign Currency Transactions. To convert transactions made in foreign currencies into U.S. dollars, the relevant card association or its affiliate ("Card Association") will use its then-current currency conversion rates and the procedures established by such Card Association in its sole discretion. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a wholesale market rate or a government-mandated rate in effect on the date of the conversion, increased by the International Transaction Fee set forth in the Fee Schedule and the applicable conversion charge determined by the Card Association, if any. The currency conversion rate used on the conversion date may differ from the rate in effect on the date the transaction occurred.

(c) Central Bank Use Liability Policy.

(i) If you believe that a transaction on your Account was unauthorized, you must notify us as soon as possible but not more than sixty (60) days after the transaction in question appears on your Account Statement (as defined below). You will be required to provide us with reasonable information about the transaction to enable us to investigate the matter, and to reasonably cooperate with us in any investigation. The Card Association may offer a liability protection program; contact the Card Association for additional information. We will provide a copy of the Card Association's program literature upon request.

(ii) Your liability for a series of unauthorized uses cannot exceed either $50 or the value obtained through the unauthorized use before the card issuer is notified, whichever is less. The term "unauthorized use" means the use of a credit card by a person, other than the Cardholder, who does not have actual, implied, or apparent authority for such use, and from which the Cardholder and you receive no benefit. See Section 8(b) below titled “Lost or Stolen Cards; Unauthorized Use” for information on how to report a lost or stolen card or unauthorized use to us.

5. Periodic Account Statements

(a) Effect. After the close of each billing cycle, we will make available a detailed account statement, with transactions on each Card or Account number during the billing cycle itemized separately as subaccounts on the main Account ("Account Statement"). The Account Statement will show transactions that have been posted to the Account in connection with any Card since the last Account Statement, any payments and adjustments to the Account, any fees charged to any Card or the Account, the outstanding balances on each Card and on the Account and the Payment Due Date.

(b) Discrepancies. Except for matters subject to Section 4, if there is a discrepancy between your records and the information shown on any Account Statement or other confirmation, or you discover any other error in an Account Statement or confirmation, you must notify us within thirty (30) calendar days after you receive such Account Statement or confirmation, or within such greater amount of time as may be required by applicable law. If you fail to notify us within such 30-day period or fail to follow the prescribed procedures, you may be precluded from asserting the discrepancy against us and you will be obligated to us as provided on the applicable Account Statement. All entries in our books, records and accounts shall constitute conclusive evidence of transactions unless you furnish proof of manifest error.

(c) Individual Statements. Unless you request and we otherwise agree, we will make available online an individual statement for each Card issued under your Account at the end of each billing cycle. If the Cardholder is not responsible for payment of his or her own outstanding balance, finance charges and fees, we will only provide an individual statement for purposes of informing the Cardholder about his or her use of the Card.

6. Making Payments

(a) Payment Due Date. Payment of at least the minimum payment shown on your Account Statement is always due on or before the Payment Due Date shown on the Account Statement.

(b) Payments. Payment may be made by check or by direct automated clearinghouse (ACH) debits to your banking account with us or any other financial institution designated by you during the setup process. Check payments should be mailed to the address included on your Account Statement and must be accompanied by the payment stub included with your Account Statement.

(c) Authorization for Debit Payments. If you elect to pay by ACH debit, you authorize us to initiate debit entries to the account with the financial institution you designate for the amount due on the Account Statement until you have properly revoked the authorization and you agree to be bound by the NACHA Operating Rules with respect to these ACH transactions and with respect to any ACH transaction you initiate.

(d) Application. We reserve the right to apply payments and other credits to the Account in any manner that we may choose in our sole discretion. All credits for payments to the Account are subject to final payment or settlement by the institution on which the item of payment was drawn or from which the electronic payment was made. Although we may post payments as of the date we receive them, the available credit limit associated with the Account may not be restored for up to five days after we receive the payment.

(e) Credit Balances. Credits will be applied to the next Account Statement unless you and we otherwise expressly agree.

7. Other Fees.

(a) In the event you shall request a replacement card for a lost or stolen Card, a fee of $15.00 may be charged for each replacement card. This fee will not apply to cards issued as renewal of expired cards.

(b) You will be charged $5.00 for each original or copied sales slip and duplicate statement you request. We will not charge you for duplicate documents in connection with a billing error notice or if our investigation indicates a billing error occurred.

(c) You will be charged $40.00 for each request for expedited (rush) delivery of a credit card. Such fee will cover both the creation of the credit card and delivery expense that is incurred.

(e) In the event you request a custom card design, a fee of $250 will be charged to you.

8. Account Controls.

(a) Monitoring Obligation. You are responsible for monitoring the use of the Cards, account numbers and the Account, and detecting unauthorized or improper use. We offer online account management tools through the Online Features to assist you in carrying out this responsibility, including access to transaction information and the means to cancel a Card or impose limits on the use of a Card.

(b) Lost or Stolen Cards; Unauthorized Use. You are responsible for cancelling any lost, misused or stolen Cards, Cards or the Account that you suspect may have been the subject of fraud, unauthorized use or misuse, and the Card (and associated authorization) of any Cardholder no longer authorized by you to use a Card, whether as a result of termination of employment or otherwise. You are responsible for retrieving the cancelled Card and destroying it to prevent further use. You may also cancel a Card or terminate a Cardholder's use of a Card by calling our customer service center. All telephone communications by you to us must be made by calling our customer service center at (800) 472-1959 as soon as the need arises. You understand that we will require a reasonable amount of time to act on any request made by telephone. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use in writing at Central Bank, Attn: Commercial Payments, P.O. Box 779, Jefferson City, MO 65102, or by telephone at the number given above, after we have had a reasonable amount of time to act on your notice.

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

9. Credit Limit.

(a) Establishment. We will establish an aggregate credit limit for the Account and communicate the limit to you prior to or during the set up process. You are responsible for specifying a credit limit for each individual Card or class of Cards you request for Cardholders. If you fail to establish a credit limit for any Card, we may establish a credit limit for such Card up to the Account limit. You understand that you can impose and change Card limits through the Online Features. We may refuse to authorize any transaction against a Card that would bring the total amount outstanding against the Card or against the Account as a whole to a level that would exceed the relevant credit limit.

(b) Over-limit Transactions. If we determine in our sole discretion to authorize or accept a transaction on the Account or a Card that would exceed the credit limit for the Account or that Card, we shall not be liable for doing so. If we authorize or accept a transaction which exceeds the relevant credit limit, you shall, at our request immediately pay in full the entire amount of the excess, together with any applicable over-limit charges and related fees.

(c) Changes. We may from time to time and in our sole discretion (i) change the Account's or any Card's credit limit(s), (ii) reduce the Account or Card credit limit to $0, (iii) cancel one or more Cards or close the Account, or (iv) limit the number and amount of transactions on the Card or the Account. We will notify you promptly in the event we decide to take such action on the Account or a Card. While we expressly reserve the discretion described in this paragraph, except for cases of known or suspected fraud, changes resulting from regulatory requirements or where we believe there exists a risk of loss to us, we will use commercially reasonable efforts to consult with you in advance prior to reducing credit limits for the Account or any Card.

10. Representations, Warranties and Undertakings.

(a) Ours. We represent and warrant to you that: (i) we have the legal right to execute and perform our obligations under this Agreement; (ii) we are duly organized, validly existing and in good standing under the laws of the State of Missouri; (iii) the execution and delivery by us of this Agreement has been authorized by all necessary corporate and required governmental action; (iv) the person signing this Agreement on our behalf is duly authorized to do so; and, (v) our execution, delivery and performance of this Agreement do not violate any laws, rules or regulations affecting us or the provision of the Service, our articles of incorporation or bylaws, or any material agreement that is binding on us.

(b) Yours. You represent and warrant to us that: (i) the financial statements you have delivered or made available to us at any time have been prepared in accordance with U.S. Generally Accepted Accounting Principles and fully and fairly present your financial condition as of the dates of the statements and results of operations for the periods covered by the statements; (ii) all other financial information you have provided is true and correct; (iii) you have not suffered or incurred a material adverse change in your business, financial condition or operating results since the date of the most recent financial statements you provided to us; (iv) you are not subject to any material undisclosed liability; (v) you have the legal right to execute and perform your obligations under this Agreement; (vi) you are duly organized, validly existing and in good standing in the jurisdiction in which you were organized; (vii) the execution and delivery by you of this Agreement and the incurrence of the Obligations have been authorized by all necessary corporate and required governmental action; (viii) each person signing this Agreement on your behalf is an Authorized Person and is duly authorized to do so; (ix) your execution, delivery and performance of this Agreement do not violate any laws, rules or regulations affecting you or your use of the Service, your articles of incorporation, bylaws or similar governing documents, or any material agreement that is binding on you; and (x) you have and shall maintain the full right power and authority to grant the license of the Marks and doing so does not infringe upon or violate any rights or interest held in those Marks by any third party or affiliate.

(c) No Online Gambling. You agree not use the Account in connection with any business of placing, receiving or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006.

(d) Financial Statements. Upon our request, you and each Guarantor agree to furnish us with as applicable current financial statements and other information pertaining to your or each Guarantor's operating results and business or financial condition.

11. Confidentiality, Business Continuity.

(a) Your Obligations. You represent that you have in place, and agree that you will maintain in effect and enforce, reasonable policies and procedures to reduce the incidence of fraud and other unauthorized use of, and access to Cards and your Account and to preserve the confidentiality of your Account numbers and Account access procedures. In addition, you agree to safeguard, keep confidential and not disclose to any third party the payment, pricing terms or fees for the Service and any Security Procedures, and to limit the internal disclosure and distribution of such information to your Representatives who have a need to know such information. You must notify us immediately if there has been a breach of your security, or any Security Procedures have been have been lost, stolen, compromised or misused.

(b) Business Continuity. Throughout the term of this Agreement, we shall maintain off-site business continuity capabilities designed to permit us to recover from a disaster and continue providing the Service in accordance with our business continuity plan and capabilities. Our business continuity capabilities will permit the recovery from a disaster and resumption of the provision of the Service to you within a commercially reasonable period as dictated by the particular recovery rating of the system or application in question.

12. Disclaimer of Warranties. We disclaim all warranties, express or implied, in connection with the Service, and any such warranties are hereby expressly excluded. We do not warrant that the Service shall be error free or that the use of the Service shall be uninterrupted. YOU WAIVE ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. All SERVICES ARE PROVIDED “AS IS,” “WHERE IS” AND WITHOUT RECOURSE TO CENTRAL BANK.

13. Limitation of Liability. YOU AGREE TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT: IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY AT LAW OR IN EQUITY FOR ANY DAMAGES THAT YOU OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT THAT ARE NOT DIRECT, ACTUAL DAMAGES RESULTING FROM OUR BAD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PROVIDING THE SERVICE; AND, WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES OR DAMAGES (INCLUDING LOST PROFITS, LOST TIME, LOST SAVINGS, GOODWILL AND OPPORTUNITIES) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES AND REGARDLESS OF THE TYPE OF CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OUR LIABILITY TO YOU FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICE SHALL BE LIMITED TO DIRECT DAMAGES ATTRIBUTABLE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND IN NO EVENT SHALL WE BE LIABLE FOR ANY OTHER DAMAGES. BANK'S LIABILITY FOR DAMAGES UNDER THE AGREEMENT WILL IN NO EVENT EXCEED THE FEES CHARGED BY BANK DURING THE SIX MONTHS PRECEDING THE DATE ON WHICH YOUR CLAIM ACCRUED AGAINST US. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR LOST DATA. We shall not in any event be liable for (a) any loss, damage or injury caused by any act or omission of any third party, whether or not such third party was chosen by us, (b) any charges imposed by any third party, (c) any loss, damage or injury caused by any failure of the hardware or software used by a third party to provide the Service to you, or (d) lost data or damage to your equipment or systems. In addition, we shall not be responsible for, or incur any liability to you for any failure or delay in carrying out any of our obligations under this Agreement, if such failure or delay was caused by any third party.

14. Your Indemnification Obligations. You agree to indemnify and hold us and our officers, directors, employees, shareholders and agents harmless from and against any and all losses, liabilities, actions, claims, judgments, settlements, damages, costs and expenses, including reasonable fees, expenses and costs of outside and in-house legal counsel (collectively, "Losses") resulting directly or indirectly from, or arising in connection with (a) our providing the Account or Cards, extending credit to you or otherwise providing the Service to you (other than Losses that result from our bad faith, gross negligence or willful misconduct), (b) your violation of any of your

representations, warranties or covenants under this Agreement and (c) other than Losses that result from our bad faith, gross negligence or willful misconduct.

15. License of Your Marks. For some of our Card programs, we offer you the ability to affix a Mark (as defined below) to a physical Card. If you wish to use this feature of our Service, you grant to us a non-transferable, nonsublicenseable, non-exclusive, royalty-free, worldwide, royalty-free, fully paid-up license to use the trademark, trade name or service mark and related design or logo that you specify (collectively, "Marks") for the sole purposes of affixing it to Cards issued under this Agreement. The use and display of the Mark on a Card is subject to our requirements and approval, and the approval of the Card Association. You represent and warrant to us that you have the right to use and license to us the Mark as contemplated by this Agreement and that the Mark, your license of the Mark and the use of the Mark on a Card do not infringe or violate the intellectual property or other rights of any third party. We agree that we will use the Marks only in the manner you authorize, and that you retain all rights in and to the Marks not expressly granted under this Agreement. Once you approve the model of the Mark for impression on a Card, you may be responsible for the costs we have incurred in producing the Card and Mark design should you not use that model.

16. Default

(a) Events. Subject to applicable law, you shall be in default under this Agreement upon the occurrence of any one of the following: (i) you fail to make any payment of any Obligation when due or payments to us are returned or reversed for any reason; (ii) you become generally unable to pay your debts as they become due; (iii) any other creditor tries by legal process to take or foreclose upon any of your assets; (iv) you or any guarantor of the Obligations becomes insolvent, is placed in receivership, is adjudicated bankrupt, or is subject to any voluntary or involuntary bankruptcy or insolvency proceeding or any assignment for the benefit of your creditors; (v) you provide us with any false or misleading material information; (vi) any representation or warranty made by you in this Agreement is untrue or incorrect in any material respect or you breach in any material respect any covenant or undertaking under this Agreement; (vii) you are in default of any other credit, loan, leasing or similar agreement for the extension of credit you have with us or any of our subsidiaries or affiliates; (viii) you violate any applicable law in connection with the Account or use of the Cards; (ix) any guarantor or other third party that has guaranteed or assumed any responsibility for the Obligations is in default of any guaranty or similar agreement with us; (x) we believe in good faith that your ability to pay or perform the Obligations under this Agreement has been materially impaired; or (xi) a significant change occurs in your ownership, organizational structure or type or volume of business. You may incur fees or other charges in connection with a default. The payment of any fee or other charge will not cure the default that triggered the fee or charge.

(b) Remedies. If you are in default under this Agreement, we may in our sole discretion, subject to applicable law take any one or more of the following actions: (i) declare all or any portion of the Obligations to be immediately due and payable; (ii) allow you to repay the Obligations according to the terms of this Agreement; (iii) immediately terminate this Agreement, the Account or any Cards and authorizations relating to the Account; (iv) revoke or suspend the use of the Account, reduce the Account credit limit or otherwise limit your ability to use any Cards; and, (v) commence an action against you to collect all amounts owed in connection with this Agreement. You are liable for any court costs and reasonable attorneys' fees incurred by us in the collection of the Obligations and the enforcement of our rights hereunder.

17. Term and Termination.

(a) Term. The term of this Agreement commences on the date it is accepted and executed by us and continues until terminated by us pursuant to this Section 17 or by us or you upon ninety (90) days written notice to the other party.

(b) Termination Rights. We may terminate this Agreement or terminate or suspend the Service if: (a) you are in default as provided in Section 16; (b) any person or group acting in concert that does not on the date of this Agreement control a majority of your outstanding stock acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of your outstanding stock; or (c) the continued provision of the Service in accordance with the terms of this Agreement would, in the good faith

opinion of our legal counsel, violate federal, state or local law or any regulation applicable to our business. We will provide notice of the exercise of our termination rights as soon as practical.

(c) Actions. Upon any termination of the Service or this Agreement, you shall: (i) promptly pay to us all sums due or to become due under this Agreement (and we may immediately debit such sums from any account you have previously authorized us to debit for amounts owed pursuant to this agreement); (ii) have no further right to make use of the Service, Account or any Card; and (iii) surrender to us or destroy all Cards that have been issued to you or to any Cardholder.

(d) Effect. Termination of this Agreement, the Account or any Card does not release you or us from any of our respective obligations that arose or became effective prior to such termination, including any transactions that post after termination. You remain fully obligated to repay all amounts owed to us under this Agreement or in connection with the Account, the use of the Cards or account numbers or otherwise. In addition, all provisions of this Agreement relating to the parties' respective warranties, representations, limitation of liability, confidentiality, proprietary rights, and indemnification shall survive the termination of the Service, the Account and this Agreement.

18. Online Features

(a) General. We offer online access features as part of the Service ("Online Features") to enable you to access information about, and administer and manage the Account via the Internet including through the applicable Card Association or through our online portal, Card Management System ("CMS"). The use of the Online Features is subject to the limitations and specifications we provide for the Online Features. Some or all of the Online Features may be hosted or provided by the Card Association or another third party and are also subject to any terms of use established by us or that third party. Updates and new features of the Online Features will be described, and any related terms of use will be posted on the applicable website; updates and features offered by us, and the related terms and conditions of use will become part of the Service and this Agreement upon first use by you.

(b) Administration. The Card Administrator will have complete authority to manage the Online Features on your behalf. In addition to the Card Administrator's authority under Section 3 of this Agreement, the Card Administrator also has authority with respect to the Online Features to: designate personnel including Cardholders and the Card Administrator ("Users") with access to some or all of the aspects of the Online Features; monitor Card usage and access Account statements through the Online Features; establish the entitlements of Users regarding the use of the Online Features; enable the assignment of Identification Codes described below and initial passwords to Users; issue replacement Cards; determine to utilize new or updated features of the Service and accept any applicable terms and conditions governing such features; and accept and act on all communications from us regarding the Online Features.

(c) User Level Access. The Administrator can enable Users including their managers to access and manage Account-level detail including the ability to categorize and reconcile expenses.

(d) Security Procedures. Access to the Online Features of the Service is subject to "Security Procedures," which may include certain procedures, the use of personal identification numbers, log-on identification, access codes, passwords or other security or authentication measures (collectively, "Identification Codes") that are designed to verify the origin of access to the Online Features. You understand that all access to, and use of the Online Features using such Security Procedures as we mutually agree upon will be considered by us for all purposes and without further investigation to be authorized by you, and that we may act and rely upon all instructions or data transmitted to us using the Security Procedures.

(e) Your Responsibilities. You must ensure that your personnel use the Online Features only as authorized and within the limits of their entitlements or permission. We do not monitor access to the Service or the Online Features and are not responsible if any person exceeds the limits of their entitlements or permission rights. You are responsible for having and maintaining at your expense proper functioning, secure and safe hardware, software (including antivirus and antimalware software) and communication devices, Internet access and service necessary for use with the Online Features. To the extent you select an option available with the Online Features

that allows Cardholders to view and enter data about their transactions, you agree to monitor and limit their access to proper business purposes on your behalf.

(f) Legal Compliance. We make no representation or warranty that the Online Features are available or appropriate for use in countries other than the United States. You are solely responsible for compliance with all laws and regulations applicable in jurisdictions where you conduct business.

(g) Intellectual Property. All pages, screens, text, and other materials, and other works of authorship and material appearing on or utilized in connection with the Online Features, the names, trademarks, logos, slogans and service marks used, displayed and found on websites, and all other intellectual property relating to the Online Features (collectively, "Intellectual Property") are owned by and proprietary to us, the applicable Card Association, and our vendors or licensors, except as otherwise specified. No intellectual property may be copied, modified, distributed, used in any way or publicly displayed in any medium of expression without our prior written consent.

(h) Warranty Disclaimer. The Online Features are provided "as is," and "as available." Since the Internet is inherently insecure and since there is a risk that data communications and transfers may be subject to interruption, interception, failure, unavailability, delay or unauthorized access or dissemination ("Failure Events"), we agree to take commercially reasonable steps to maintain the security of such data communications and transfers, including using encryption and other industry standard security features. Except where we fail to take commercially reasonable steps, we shall not be liable for any Failure Events that occur, including any loss of privacy or use by others of such data communications or transfers. Under no circumstances, shall we be liable for any Failure Events that occur prior to you establishing a secure connection to our designated portal or after properly terminating that connection. All material found on the websites is provided "as is."

19. Arbitration.

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Cards; iii) your acquisition of Services; iv) your use of the Cards; vi) advertisements, promotions or oral or written statements related to the Services, as well as goods or services purchased with the Cards; or viii) transactions made using the Services, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in Jefferson City, Missouri.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity; or iv) termination of the loan. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, CONTACT US AT CUSTOMER SUPPORT TO CLOSE THE ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

20. General Provisions

(a) Credit Reporting. We may provide information about you and the Account to credit reporting agencies that furnish third parties with information about consumers and business entities. We may also provide information about you and the Account to others as described in our privacy notices. Information we provide might appear on credit reports about you. This could include negative information, if you do not comply with the terms of this Agreement. We may obtain and use credit, income and financial information about you from credit reporting agencies and others as the law allows.

If you believe we have reported inaccurate information about you to a credit reporting agency, notify us in writing at: Commercial Payments, P.O. Box 779, Jefferson City, MO 65102. In doing so, identify yourself, your Account, the information you believe is inaccurate, and tell us why you believe the information is incorrect. If you have supporting documents or information, such as a copy of a credit report that includes information you believe is inaccurate, send us the supporting documents and information, too.

(b) Merchants. We have no liability or responsibility for (i) goods or services purchased with a Card or the Account or for any dispute you may have with a merchant over goods or services you purchase, (ii) a merchant's or supplier's failure to accept the Card or the Account, or (iii) any failure of a merchant to seek authorization before honoring a Card. If you have a billing dispute with a merchant, we require that you first attempt to resolve the dispute directly with the merchant. If you are unable to resolve the billing dispute, you may request that we process a chargeback, subject to applicable Card Association rules. If we agree to process the chargeback, you will be required to complete a dispute form provided by us, provide any additional information we request relating to the dispute and cooperate with us. You are in all events responsible for any transactions made with your Cards or the Account.

(c) Amendments. We may amend, supplement or change (each, a "revision") the terms of this Agreement including the Fee Schedule at any time and from time to time as follows: by a written instrument signed by both parties; or, we may give you at least thirty (30) calendar days' prior written or electronic notice of a revision and if you do not give us written notice of your termination of this Agreement before the expiration of the thirty (30) day period or the later effective date specified in such notice, you are deemed to have accepted the revision. If, however, a revision to this Agreement is, in our good faith opinion, either required by law or a regulatory authority with jurisdiction over us or is necessary to preserve or enhance security of the Service, we will provide you notice of such revision and the revision will be effective immediately upon us giving you notice. Subject to applicable law, any revision shall apply to the outstanding balance on the Account on the effective date of the revision and to any future balances created after that date. No revision to this Agreement or the Fee Schedule shall affect in any manner your obligation to pay in full all Obligations under this Agreement.

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

(e) Notice. Any written notice from you to us shall be effective once we have received the notice and had a reasonable opportunity to act on it. Any written notice from us to you shall be effective and deemed delivered when mailed to you at your address as it appears on our records.

(f) Force Majeure. We shall not be responsible for, nor shall we incur any liability to you for any failure, error, malfunction or any delay in carrying out any of our obligations under this Agreement if any such failure, error, malfunction or delay results from causes beyond our reasonable control, including without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or third party data processing services, internet disruptions, lockout, strike, accident, act of God, act of terrorism, riot, war or the enactment, issuance or operation

of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents us from operating normally.

(g) Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns. You may not sell, assign or transfer the Account or any of your rights or obligations under this Agreement. We may sell, assign or transfer the Account, or any balance due thereon, and our rights and obligations under this Agreement without prior notice to, or consent from you, which notice and consent are knowingly waived by you.

(h) Entire Agreement. This Agreement, together with the Fee Schedule, any reference guides made available from time to time, and any separate pricing, rebate or other similar agreement or amendment executed by the parties that specifically refers to this Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Service and the Account, and supersedes any prior or contemporaneous proposal, understandings, discussions or agreements between the parties with respect to the Service and the Account. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. No person or entity other than the parties, their permitted assigns, indemnified persons, our vendors and the Card Association shall have any rights under this Agreement.

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

(j) Set-off. You agree that we may set off (1) any and all funds in any bank account you have with us or any of our subsidiaries or affiliates (excluding any account expressly titled to clearly demonstrate that the account is held by you in a fiduciary or representative capacity for a third party) or (2) any sums due or payable by us to you, against or to pay any Obligation you have to us under this Agreement. We may exercise our right of set off by debit or other means without recourse to other rights or collateral, if any, we may have and regardless of the effect on your bank account. You waive notice of the exercise of these rights to the extent permitted by applicable law. Our right of set off is limited only to the extent expressly limited by applicable law.

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

(l) Governing Law; Venue. This Agreement and any claims or disputes relating to or arising out of this Agreement or the Service shall exclusively be governed by, and construed in accordance with, the laws of the State of Missouri, without regard to Missouri's conflict of law principles, and with applicable federal laws and regulations. Subject to the arbitration provisions set forth in Section 19, you irrevocably submit to the nonexclusive jurisdiction of the courts of the state and federal courts in Cole County Missouri and agree that any legal action or proceeding with respect to this Agreement or the Service may be commenced by us in such courts.

(m) Waiver of Jury Trial. Subject to the arbitration provisions set forth in Section 19, you agree that any suit, action or proceeding, whether as part of a claim or counterclaim, brought or instituted by you on or with respect to this Agreement or any event, transaction or occurrence arising out of or in any way connected with this Agreement shall be tried only by a court and not by a jury. YOU EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. You acknowledge that we would not have extended credit under this Agreement if this waiver of jury trial were not part this Agreement. Customer and Bank agree, to the fullest extent allowed by law, that: (i) any claims arising hereunder will not under any circumstances be pursued in class action proceedings; (ii) Bank waives the right to

bring or to participate in class action proceedings against Customer; and (iii) Customer waives the right to bring or to participate in class action proceedings against Bank. If some other person initiates a class action proceeding against Bank, Customer may not join that proceeding or participate as a member of that class.

(n) Headings. The Section headings used in this Agreement are for convenience only, and do not in any way limit or define your or our rights or obligations under this Agreement.

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: The Central Trust Bank, Attn: Commercial Payments, PO Box 779, Jefferson City MO 65102. You may also contact us on the web:www.card-services.com/BankCardServices

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 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 [or electronically]. 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 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 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 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 [or electronically] at: The Central Trust Bank, Attn: Commercial Payments, PO Box 779, Jefferson City MO 65102. You may also contact us on the web: www.card-data.com/BankCardServices

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.
Other Important Information
Lost and Stolen (24 hrs.): (800) 472-1959
Customer Service (24 hrs.): (800) 472-1959
Past Due Accounts: (800) 472-1959

View account activity or sign up for electronic statement: www.card-data.com/BankCardServices
ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

[*Remainder of this page intentionally blank*]

FEE SCHEDULE
(Business Card Service Agreement)

Interest Rate and Interest Charges

Annual Percentage Rate (APR) for Purchases	**15.9%** This APR will vary with the market based on the Prime Rate.*
APR for Balance Transfers	**15.9%** This APR will vary with the market based on the Prime Rate.*
APR for Cash Advances	20.9% This APR will vary with the market based on the Prime Rate.*
Paying Interest	Your due date is at least 15 business days after the close of each cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged periodic interest, the charge will be no less than $1.50.

*See the Section titled "Periodic Rate Finance Charges" below for additional information.

Program Fees & Charges
Account Fees

Transaction Fee for Cash Advance	A fee equal to 4% of each Cash Advance will apply to each Cash Advance Transaction, subject to a minimum Cash Advance fee of $10 and a maximum Cash Advance fee of $100.
Transaction Fee for Cash Equivalent Advances	A fee equal to 4% of each Cash Equivalent Advance will apply to each Cash Equivalent Advance Transaction subject to a minimum Cash Equivalent Advance fee of $10 and a maximum Cash Equivalent Advance fee of $100.
Annual Account Fee	None
Late Fee	$39
Over-limit Transaction Fee	None
Foreign Transaction Fee	A fee equal to 3% of each foreign transaction will be assessed on all transactions with merchants in a foreign country. Fees for foreign Cash Advances and foreign Purchases will be added to the balance of the Account.
Stop Payment Fees	A fee of $29.00 will be added to the balance for any stop payment request made by Company or any Cardholder
Expedited Card Shipping Fee	A fee will be added to the balance of the Account each time Company or Cardholder requires expedited delivery by Bank of additional or replacement Cards. • Overnight Delivery (U.S. Mail): $40.00
Product Training Fees	No charge for one train-the-trainer product training session by teleconference and/or webinar. Additional training available upon request at fees at Bank's then-current rates.
ExpensePoint Fees	A fee of $12.00 will be added to the balance of the Account for each expense report submitted through ExpensePoint, our optional expense management reporting tool.
Custom Card Design Fees	A fee will be added to the balance for custom card design: • Custom Design: $250.00 per design

Periodic Rates

ACCRUAL OF FINANCE CHARGES: There is no grace period before periodic rate finance charges begin to accrue on Cash Advances or Transaction fees related to a Cash Advance. Periodic rate finance charges accrue on Cash Advances and their related Transaction fees from the date of the Cash Advance or the first day of the

billing cycle in which the Cash Advance is added to the Account, whichever is more recent. No periodic rate finance charges will apply to Purchases and other Program Fees and Charges that are paid in full on or before their applicable Payment Due Date, as shown by the Account Statements. Periodic rate finance charges will accrue on Purchases, and on Program Fees and Charges added to the Account as Purchases, beginning with the first day that follows the applicable Payment Due Date for each such Purchase or Program Fee and Charge.

PERIODIC RATE FINANCE CHARGES: Periodic rate finance charges will be calculated using daily periodic rates, which correspond to certain Annual Percentage Rates. These rates may also be different for Purchasesand Cash Advances (collectively, the "Transaction Categories").

The rate for Purchases on the Account is an Annual Percentage Rate of 8.9% added to the Prime Rate.

The rate for Cash Advances on the Account is an Annual Percentage Rate of 13.9% added to the Prime Rate.

Prime Rate: The Prime Rate used to determine APR on your account is the rate published in the "Money Rates" section of The Wall Street Journal. At the end of your billing period, we look at the Prime Rate as published on the 15th day of the previous calendar month to determine your index. An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates. If the APR increases, you will pay a higher interest charge and may have a higher minimum payment. If The Wall Street Journal ceases to publish the Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may in our sole discretion, substitute another index. Variable APRs are based on the 7.00% Prime Rate as of October 15, 2026.

FINANCE CHARGES AND BALANCE CALCULATIONS: The Account will generally have monthly billing cycles, but the first billing cycles may be more or less than one month. Bank uses the Average Daily Balance method to compute a portion of the Finance Charges on the Account. Bank calculates periodic rate finance charges separately for each Transaction Category.

(A) To compute Billed Periodic Rate Finance Charges:

(1) For each Transaction Category, Bank will compute the interest charged by applying the applicable periodic rate to the Average Daily Balance including current transactions.

(2) Bank adds together all of the products calculated in (1) above.

(B) To compute the Average Daily Balance for each Transaction Category:

(1) Bank takes the Beginning Balance of each day;

(2) Adds any applicable new Transactions (such as Cash Advances and related Transaction fees, delinquentPurchases and other Program Fees and Charges, and debit adjustments);

(3) Subtracts any applicable payments, credits, or credit adjustments; and

(4) Bank treats a credit balance as a balance of zero.

(5) This gives Bank the daily balance. Then, Bank adds up all the daily balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives Bank the Average Daily Balance.

If you multiply the Average Daily Balance for a Transaction Category by its daily periodic rate and multiply the result by the number of days in the billing cycle, the total will equal the Interest Charge Calculation for that Transaction Category, except for minor variations due to rounding. This Agreement provides for daily compounding of finance charges and fees.

Cash Advance finance charges, if any, are added to the Cash Advance Balance and are shown on the Account Statement under "Interest Charged." Foreign Transaction and Cash Advance fees are shown on the Account Statement as "Fees Charged."

For purposes of this Schedule:

- “Reduced Rate Program Transactions” means Transactions qualifying for interchange rates less than 1%, as updated from time to time, and as classified by the financial institution or the applicable vendor processing Transactions on behalf of the any merchant.
- “Net Purchase Volume” means the aggregate amount of individual new Purchases (other than Reduced Rate Program Transactions) posted to the Account, net of all refunds and credits (such as credits for returned merchandise or disputed billing items).
- “Reduced Rate Program Net Purchase Volume” means the aggregate amount of individual new Reduced Rate Program Transaction Purchases posted to the Account, net of all refunds and credits (such as credits for returned merchandise or dispute billing items)

In all cases, the Account's "Net Purchase Volume" and “Reduce Rate Program Net Purchase Volume” will exclude: (a) amounts and transactions representing Program Fees and Charges, annual fees, finance charges and other fees or charges, including but not be limited to, late fees, returned check fees, payment dishonored fees, over-limit fees, Cash Advance fees, foreign transaction fees, foreign conversion fees and collection costs, (b) Cash Advances and/or transaction fees associated with Cash Advances (which include, but are not limited to, transactions using special checks), (c) if the Account is 30 or more days past due or any Account is charged off, any new Purchases posted to the Account will not be used in calculating Net Purchase Volume, and (d) any fraudulent or unauthorized transactions. To qualify for Rebate or Rewards accrual, the Account must be both open and current.