

AGREEMENT FOR VISA® CHARGE CARDS AND CARD PRODUCTS

This Agreement for Visa® Charge Cards and Card Products (this “Agreement”) is entered into between M&T Bank (“Bank”) and Client as of the Effective Date.

1. Definitions; Card Program Documents; Effective Date.

a. Capitalized terms used in this Agreement are defined in Appendix 1 to this Agreement. Other capitalized terms are defined elsewhere in the Card Program Documents.

b. The use of Accounts and Card Products are governed by and subject to the Card Program Documents. “Card Program Documents” consist of and incorporate each of the following: (i) this Agreement (including all Appendices), (ii) the Signature Document, (iii) the Election Form; (iv) Terms of Use; (v) any other documents or schedules applicable to or required for the opening and maintenance of An Account or Card Product; and (vi) the Visa Rules.

c. This Card Program Documents are effective as of (the “Effective Date”) the earlier of the date: (i) Bank receives the signed and completed Signature Document; or (ii) Client uses or authorizes a Cardholder to use an Account. However, Client may not use an Account or Card Product, and no Account or Card Product will be effective, until: (1) Bank has received all information and Client has completed and executed documents required by BANK, including the Signature Document and the Election Form; and (2) Bank has approved Client’s use of such Account or Card Product and has had a Reasonable Time to Act to implement such Account or Card Product.

2. Card Issuance; Information.

a. Client may request that Bank issue a Card: (i) through any Bank approved means; and (ii) by providing all information required by Bank. Each physical Card shall be embossed with the information required by the Visa Rules. Client shall direct whether to deliver Cards to the Card Program Administrator or to the Cardholders directly.

b. Client represents and warrants that each Cardholder is an Agent of Client. Bank (and any merchant or bank) may rely upon any individual’s possession of the Card (in physical or virtual form) as its sole evidence of the Cardholder’s authorization to use the Card, and shall have no duty to question the purpose or nature of the use by such individual.

c. Client: (i) will provide to Bank all required information related to Accounts and Card Products, including information regarding each Cardholder and reimbursement received; and (ii) is solely responsible for (1) notifying each Cardholder that identification information is being provided to Bank in connection with the Account, and (2) developing and distributing Cardholder agreements, guidelines, directions, disclosures and other materials deemed appropriate by Client.

3. Limits.

a. Bank shall designate the Maximum Credit Limit for each Account, but Client may designate a Maximum Credit Limit for each Cardholder. Client shall not permit the Account Balance to exceed the Maximum Credit Limit or any Cardholder’s account balance to exceed such Cardholder’s Maximum Credit Limit. Even though the sum of the approved Cardholders’ Maximum Credit Limits might exceed Client’s Maximum Credit Limit, the Account Balance shall not exceed Client’s Maximum Credit Limit. Bank may, but is not obligated to, permit the Account Balance to exceed the Maximum Credit Limit or any Cardholder’s account balance to exceed such Cardholder’s Maximum Credit Limit, and Client shall immediately pay Bank any such excess.

b. Client may request Bank to increase or decrease the Maximum Credit Limit. Bank may, but is not obligated to, approve any such increase. Without notice to Client, Bank may increase or decrease the Maximum Credit Limit. If a new Maximum Credit Limit is less than the current Account Balance, Client shall reduce the Account Balance to an amount that is less than or equal to the new Maximum Credit Limit within 10 days of Bank’s Notice to Client of the new Maximum Credit Limit.

4. Agents; Card Program Administrators; Instructions.

a. Client's designation, removal, or change in the authority of any Card Program Administrator must be made in a manner and form acceptable to Bank. Client represents and warrants that each Card Program Administrator is authorized to give Instructions to Bank, and to deal in all ways with respect to Accounts, Cardholders, and Card Products. Such designation and authority remains in effect until Bank has had a Reasonable Time to Act on a revocation Notice from Client.

b. Bank is not obligated to inquire into the identity or authority of a Card Program Administrator or whether such person is, in fact, authorized by Client. Client is bound by all Instructions, acts, and omissions of Card Program Administrators (whether or not such persons are acting within the scope of their authority or Client authorized or knew of such Instructions, acts, or omissions). If Bank needs to contact a Card Program Administrator and is not able to reach a designated Card Program Administrator, Bank may rely on Instructions from any Client representative who is an authorized signer on a checking or deposit account with Bank, and if Bank is not able to reach any such representative, Bank may rely on Instructions from any authorized person listed in the Signature Document; and in each case such person shall be deemed a "Card Program Administrator".

c. Client is solely responsible for, and Bank is not obligated to verify, the accuracy and completeness of any transaction, Instruction, or information provided by or on behalf of Client. Bank may rely on any Instruction that was actually transmitted, or that Bank reasonably believes was transmitted, by or on behalf of Client.

d. Client shall ensure that Agents use the Accounts and Card Products in compliance with the Card Program Documents and within the limits of their permissions, designations, and authority. Client shall regularly monitor Agents' access to and use of the Accounts and Card Products. Client shall promptly provide Notice to Bank if it becomes aware of or suspects fraud or misconduct by any Agent.

e. Client retains responsibility under the Card Program Documents for each Agent's acts or omissions as if such acts or omissions were performed by Client and Client shall be fully liable to Bank for the failure of an Agent to comply with the terms of the Card Program Documents.

5. Use of Cards, Accounts and Card Products.

a. Client may obtain credit under an Account through the use of a Card or other Bank permitted means. A Card may be used to pay for Purchases or obtain Loans. For any reason and without notice to Client, Bank may refuse to make a Loan or Purchase.

b. Client represents and warrants that Accounts and Card Products shall be used solely for business purposes. As business accounts, Accounts are not subject to any Laws that apply to credit primarily for personal, family, or household purposes. However, with respect to Accounts, Bank may provide Client notices or take other actions required for consumer purpose accounts without making the Accounts subject to such Laws. Client is solely responsible: (i) for instructing all Cardholders, and for ensuring, that Accounts and Cards are to be used only to pay for, or to obtain cash advances to pay for, business expenses; and (ii) to Bank for all credit extended under Accounts for any purpose or by any means whatsoever, including credit extended for business and consumer purposes through the use of a Card or other means, and any cash advances.

c. In connection with Accounts and Card Products, Client shall comply with, shall take no action or make any omission that would cause Bank to fail to comply with, and shall not allow Accounts and Card Products to be used in a manner that fails to comply with, any Law, including all Internet gambling/gaming Laws, Laws relating to ACH transactions (including NACHA Operating Rules), and privacy, employment and data security Laws. Client shall not obtain any credit to: (i) pay any indebtedness to Bank or a Bank Affiliate; or (ii) buy, carry or trade in, or repay any indebtedness originally incurred to buy, carry or trade in, any margin stock or margin security.

d. Unauthorized access to any services, other accounts, computer systems or networks connected to any Accounts or Card Products, through hacking, password mining or any other unauthorized means is prohibited. Additionally, Client shall not tamper with, hack, modify or otherwise corrupt the security, content or functionality of the Accounts or Card Products.

6. Generic Cards.

a. Client acknowledges that Generic Cards are subject to additional risks because no individual Cardholder is associated with a Generic Card. Generic Cards may be rejected by commercial establishments when presented for payment. Use of a Generic Card substantially increases the risk of unauthorized Card use (that is, use of a Generic Card by an individual without implied, actual, or apparent authority to incur charges with the Generic Card and from which use Client receives no benefit) because there is no indication on the Generic Card itself that the holder is or is not authorized to use the Generic Card.

b. Notwithstanding anything to the contrary in the Card Program Documents, Client is liable for all indebtedness arising out of the use of Generic Cards, in each case whether authorized or unauthorized by Client, and whether or not Bank is notified that the Generic Card has been lost or stolen.

7. Card Products.

a. The terms of this Section apply to all Card Products. Specific terms relating to particular Card Products are set forth in Appendix 2 to this Agreement. If Client elects a particular Card Product, Client is bound by the applicable Card Product terms in Appendix 2 and the applicable Terms of Use (regardless of whether Client separately executes such Terms of Use). Client will be provided access to the applicable Terms of Use upon or prior to Client's use of a Card Product. Client shall, and shall cause all end users to, comply with the applicable Terms of Use, which may be revised by Bank or the applicable Provider in accordance with its terms. Client is granted the license (or sublicense) described in the Terms of Use to access and use the applicable Card Product in accordance with and subject to the terms of such Terms of Use.

b. To access and use a Card Product, Client must: (i) complete and execute all documents, provide all information required by Bank and Provider; and (ii) comply with the system requirements in the applicable Terms of Use. By electing, using or accessing a Card Product, Client authorizes Bank and Provider to receive, process, and transmit such Client documents and information necessary for the provision of the Card Products and related services.

c. Websites may link Client or direct Client to third party websites that are not under the control of Bank. Bank is not responsible for the performance or activity of, or information provided by, any third party website provider. The inclusion of such links does not imply endorsement of the website by Bank or any association with its operators. Client understands that Providers provide such links to Client only as a convenience. Client is solely responsible for reviewing, understanding and complying with the terms and conditions governing any such third party websites and Client's use of such websites.

d. Each Card Product is solely for Client's use and not for resale. Client shall not modify, translate, reverse engineer, decompile, disassemble, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from or in connection with the Card Products.

e. BANK, VISA AND THE PROVIDERS RESERVE ALL RIGHTS RELATING TO THE CARD PRODUCTS, INCLUDING ALL PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, TRADE NAME, TRADEMARK, ACCOMPANYING MEDIA OR DOCUMENTATION, AND OTHER PROPRIETARY RIGHTS, AND CLIENT SHALL NOT INFRINGE OR VIOLATE SUCH RIGHTS.

8. Fees and Expenses; Payments.

a. The fees for Accounts and Card Products are set forth in the Card Program Documents, and Bank may increase or add fee with at least 30 days' prior Notice to Client. No periodic rate is used to compute any finance charge for Accounts. Client shall reimburse Bank or the applicable third party for all expenses that Bank or such third party incurs in providing special services to Client at Client's request in connection with Accounts or Card Products, including charges for duplicating lost statements and reports, courier charges, and expenses for expediting the reissue of lost or stolen Cards.

b. Client shall pay Amounts Due to the order of Bank ON DEMAND in immediately available U.S. funds. Such payment shall be due and payable on or before the date shown on the Aggregate Statement for the Billing Period or such other Notice from Bank. Unless the parties otherwise agree in writing, Bank may debit the Payment

Account for Amounts Due through ACH or other Bank approved means. Client must maintain available funds in the Payment Account sufficient to pay all Amounts Due. Any payment received from Client shall be applied to accrued and unpaid Amounts Due in such order determined by Bank. If Client makes a payment that indicates that it is to pay the entire Account Balance or Amounts Due, Bank may (i) accept such payment but not agree that it satisfies the entire Account Balance or Amounts Due, or (ii) return such payment to Client. If Client obtains a refund or other adjustment for a Purchase, Client will receive an adjustment to the Account Balance, not cash.

c. The Annual Membership Fee for each Card will be billed for each year whether or not Client uses an Account or Card. Payment of the Annual Membership Fee does not affect Bank's rights to close an Account or to limit Client's right to make Loans and Purchases. If an Account is closed, Bank will continue to charge the Annual Membership Fee for each Card until the Account Balance is paid in full.

d. If any Amounts Due are not paid when due, Bank may assess a late charge in the amount set forth in the Card Program Documents.

e. If any charge is construed as interest by any Governmental Authority, it is the intent of Bank and Client that interest shall not be payable at a rate in excess of the maximum rate permitted by Law (the "Maximum Legal Rate"). Solely to the extent necessary to prevent interest under an Account from exceeding the Maximum Legal Rate, any amount that would be treated as excessive interest under Law shall be deemed to have been a mistake and shall be automatically canceled and, if received by Bank, shall be refunded to Client.

9. Statements and Reports.

The Card Program Administrator may select among the Bank offered reporting options to determine the types, frequency and mode of transmission of the reports Client wishes to receive (the "Requested Reports"). Within a reasonable time following the end of the applicable statement cycle, Bank shall deliver to the Card Program Administrator the Requested Reports for such cycle. The fees for Requested Reports are set forth in the Card Program Documents.

10. Foreign Transactions.

a. Transactions made in foreign countries and foreign currencies are billed to Client in U.S. Dollars. The exchange rate used for processing international transactions is, as periodically determined by Visa: (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (ii) the applicable Governmental Authority mandated rate in effect for the applicable central processing date plus a designated percentage (which is 1.00% as of the Effective Date). The exchange rate in effect on the central processing date may differ from the rate in effect on either the transaction date or the posting date.

b. If a Card is used for a transaction conducted in U.S. dollars in a foreign country, Visa's then current international service assessment fee (which is 1.00% of the transaction amount as of the Effective Date) will be assessed to Client and will appear on the Aggregate Statement as part of the transaction amount. The fees described in this Section are International Service Assessment Fees (ISA Fees).

11. Financial and Other Information.

a. Bank and its Affiliates may obtain, share, verify and review any financial or other information (including consumer and/or business reports from others) Bank or its Affiliates deem appropriate about Client (or any Cardholder) in connection with the Card Program Documents. Upon request of Client, Bank will confirm whether Bank obtained a credit report, and if so, the name and address of the credit reporting agency furnishing the credit report.

b. Client shall provide Bank with financial and other information of Client and Cardholders as Bank may reasonably request, including, within 60 days after the end of each fiscal year of Client, statements of income and cash flows and balance sheet of Client as of the fiscal year end, certified by an officer of Client to have been prepared in accordance with generally accepted accounting principles and to fairly present the results of Client's operations and cash flows and its financial position in conformity with such principles. Upon Bank's request, Client shall permit Bank's representatives to: (i) visit and inspect each of Client's premises; (ii) fully examine and

copy Client's records; and (iii) discuss all aspects of Client's and its Affiliates' business and operations with its responsible officers and independent accountants.

12. Representations and Warranties.

Each representation and warranty of Client in the Card Program Documents is deemed made to Bank as of the Effective Date and as of the date of each Purchase or Loan. Client represents and warrants that:

- a. Client is an entity or sole proprietor that is duly organized, validly existing, duly qualified and in good standing under the laws of the jurisdiction in which it was formed and in every jurisdiction as required by Law;
- b. Client's execution, delivery and performance of the Card Program Documents (i) are duly authorized and approved, (ii) do not violate (1) Laws, (2) Client's governing documents, or (3) any contract with a third party, and (iii) do not result in a lien or encumbrance on any assets of Client;
- c. Each person that is a "Client" will benefit directly and indirectly from the use of Accounts or Card Products even if a person that is a Client does not open or use one or more Accounts or Card Products;
- d. all information and materials provided by Client are true, complete and accurate, and Client has the right to provide such information and materials; and
- e. there is no pending or threatened claim, audit, investigation, action or other legal proceeding or judgment, order or award of any Governmental Authority that involves Client or its assets that could, individually or in the aggregate, have an adverse effect upon Client's ability to fulfill its obligations under the Card Program Documents.

Upon request, Client shall promptly provide evidence of compliance with its representations and warranties under this Agreement.

13. Non-Renewals and Cancellations; Revocation by Bank; Surrender.

a. For the purposes of the Card Program Documents: "Surrender" means: (i) Client has (1) returned all physical Cards to Bank or Notified Bank that Client has destroyed all physical Cards, and (2) destroyed all Card information and Notified Bank that it has done so; and (ii) Bank has had a Reasonable Time to Act. Surrender shall not affect any obligation of Client under the Card Program Documents, and Client remains liable for all use of a Card until it has been Surrendered.

b. Client may request Bank not to issue a renewal Card or to terminate a Card by Surrendering the Card to Bank. Bank may revoke a Card without notice and without affecting any obligation of Client under the Card Program Documents. Upon revocation, Client shall Surrender such Card. If a Card is not promptly Surrendered when required, Bank shall report it for publication on any list required by Visa. If a Card is revoked by Bank without cause, Client may request as a credit against the Account Balance a portion of the paid applicable Annual Membership Fee in an amount equal to (i) the product of (1) the Annual Membership Fee times (2) the number of complete months remaining until expiration of the Card (had it not been revoked). divided by (ii) 12; provided, that, if there are no Amounts Due, Bank shall refund such amount.

14. Events of Default; Remedies.

a. The occurrence of any of the following events is an "Event of Default" with respect to Client or any of Client's Affiliates who receive Cards or Card Products under these Card Program Documents:

- i. Client fails to pay when due any amount payable to Bank or its Affiliates under the Card Program Documents or any other agreement with Bank or its Affiliates;
- ii. Client breaches any term, condition, warranty, representation or obligation under the Card Program Documents or any other agreement with Bank or its Affiliates;
- iii. Client makes an assignment for the benefit of a creditor; is unable, or admits its inability to, pay its obligations as they become due; enters a compromise agreement with its creditor; files for bankruptcy; or has an involuntary bankruptcy petition filed against it;
- iv. Bank reasonably believes fraudulent, illegal, dishonest, or unauthorized activity has occurred or is likely to occur with respect to Accounts or Card Products;

v. Bank determines that Client's financial status is materially impaired or believes that provision of any service to Client creates risk of financial or reputational harm or unacceptable credit or fraud risk for Bank; or

vi. the occurrence of any event described in sub-paragraphs (i)-(v) of this Section with respect to any Client Affiliate who receives Cards or Card Products hereunder, endorser, guarantor or any other party liable for, or whose assets or any interest therein secures, payment of any of Amounts Due.

b. Upon the occurrence of an Event of Default, in addition to all other remedies available to Bank: (i) the Amounts Due shall, at Bank's option and without demand or notice, become immediately due and payable; (ii) Bank may debit from the Payment Account an amount equal to the Maximum Credit Limit (the "Held Amount") and hold such amount as security for payment of Amounts Due. Bank may apply the Held Amount to pay Amounts Due if insufficient funds are available in the Payment Account. Bank shall return any remaining Held Amount within 180 days following the termination date of this Agreement.

15. Termination.

a. Client may terminate an Account, any or all Card Products, or this Agreement, only by providing 30 days' prior Notice to Bank (or such shorter time required by the applicable Card Program Documents, Visa or a Provider with respect to a Card Product).

b. Bank may terminate an Account, any or all Card Products, or this Agreement by: (i) by providing 30 days' prior Notice to Client; or (ii) immediately (1) upon the occurrence of an Event of Default, (2) if required by Law, a regulator or Visa, or (3) with respect to the termination of a Card Product offered through a Provider, if such Card Product is no longer available to Bank or if required by such Provider. Bank shall use reasonable efforts to provide Client prompt Notice of such termination, but failure to do so does not invalidate the termination.

c. Upon termination of this Agreement: (i) all Amounts Due are immediately due and payable; and (ii) Client shall Surrender all Cards. Upon termination of an Account: (1) the entire Account Balance for such Account is immediately due and payable; and (2) Client shall Surrender all Cards relating to such Account.

d. Termination of this Agreement shall result in the automatic termination of all Card Program Documents, Accounts and Card Products. Termination of all Accounts shall result in the automatic termination of all Card Products. However, termination of a particular Cardholder Account or Card Product shall be limited to such Cardholder Account or Card Product and will not result in the termination of the Card Program Documents or any other Account or Card Product.

e. The following provisions of this Agreement survive termination of the Agreement or any Card Program Document, Account or Card Product: Sections 4.e, 7.e, 8, 13, 14, 15.e, 16, 18, 19, 20.a and 22-31, along with any other Card Program Document provision necessary to give effect to those provisions (including definitions). Any other provision of the Agreement that: (i) the parties have agreed in writing will survive termination; (ii) remains to be performed or by its nature is intended to apply after termination; (iii) is a confidentiality obligation or limit on Bank's liability; or (iv) is an indemnity, defense, or hold harmless obligation of Client, survives termination.

16. Security Interest; Right of Offset.

a. In addition to other rights and interests Bank may have under the Card Program Documents or Law, to secure the Amounts Due, Client hereby grants to Bank a security interest in the Payment Account and its proceeds and in Client's other property and their proceeds held by Bank. This assignment and grant of security interest are unconditional and continuing until Bank releases them in writing. As a condition to continuing to extend credit or provide Card Products or other services under the Card Program Documents, Bank may require the Payment Account to be subdivided to create a segregated, pledged account under the sole control of Bank, and funded by Client to maintain a balance equal to the Maximum Credit Limit or such greater amount Bank deems sufficient to secure repayment of the Amounts Due. Upon Bank's request, Client shall do such things required by Bank to confirm, create, perfect and continue to perfect such security interest, including executing and delivering (or causing to be executed and delivered) to Bank, in form and content satisfactory to Bank, any document Bank may request.

b. Bank has the right to set off against the Payment Account or other account of Client held by Bank any amounts owing to Bank or its Affiliates under the Agreement or any other agreement with Bank or its Affiliates.

Bank may exercise its right of setoff without demand upon or notice to Client and such setoff will be considered to have been exercised immediately upon any Event of Default without any action by Bank.

17. Duty to Review Statements; Errors.

a. Client is solely responsible for, and Bank is not obligated to verify, the accuracy and completeness of Account Statements and Aggregate Statements. Client is in the best position to discover erroneous or unauthorized Loans and Purchases.

b. If Client or any Cardholder suspects an error on an Account Statement or Aggregate Statement, or needs more information concerning a transaction, the Card Program Administrator or Cardholder shall Notify Bank as soon as possible at the address on the applicable statement. Telephonic notice will not preserve Client's rights. Such Notice must: (i) contain (1) Client's and the Cardholder's names, (2) the Card number, (3) the dollar amount of the questioned item, and (4) an explanation of the dispute or additional required information; and (ii) be received by Bank within 60 days following the date of the first statement on which the questioned item appears. Bank will acknowledge Client's Notice and respond with any appropriate correction or change within 90 days of receipt or such other time as required by Visa Rules; provided, that Bank has no obligations with respect to any such Notice that does not comply with the terms of this paragraph.

c. Notwithstanding any notification by Client of a loss, theft, unauthorized use, billing error or dispute, the full amount shown as due on an Account Statement or Aggregate Statement shall continue to be due, and failure to make timely and full payment may result in a default charge. Only upon conclusion of any investigation will Bank make any credits, if any, to an Account.

18. Indemnification.

a. Client shall indemnify, defend and hold harmless Bank and its Affiliates (and their representatives), Visa and its members, and the Providers (collectively, the "Indemnified Parties"), from and against any and all Losses arising out of any of the following (in each case whether alleged or actual):

- i. Client's breach of a representation, warranty, covenant or obligation in the Card Program Documents;
- ii. Client's violation of Law, including violation of the Truth-In-Lending Act or Regulation Z based upon use of an Account or Card for an alleged consumer purpose;
- iii. Client's infringement, violation or misappropriation of a third party's intellectual property rights, trade secret, publicity, privacy or other proprietary right;
- iv. Client's fraud, negligence, or misconduct;
- v. use of Accounts or Card Products not in compliance with the Card Program Documents;
- vi. with respect to the Card Products and the information and services provided thereunder, and any related software or Website, (1) a claim that any Indemnified Party is responsible for any act or omission regarding such items, and (2) Client's use of any of the aspects of such items;
- vii. use of a Generic Card, including refusal of any commercial establishment to accept any Generic Card;
- viii. disputes among Client and any third party, including Cardholders, Agents and Providers;
- ix. Client's provision of incorrect or incomplete Instructions, information or data;
- x. any act or omission by Bank that is performed in accordance with Instructions Bank reasonably believes to have been authorized, whether or not transmitted by using a Security Procedure; and
- xi. any act or omission of any of Client's Affiliate, Agent or servicer, or third party engaged by Client.

b. Any provisions within a Terms of Use that relate to limitations on liability or allocation of risk are fully applicable to Bank as a "Provider" (or similar party) under such Terms of Use as if fully set forth herein.

c. If Bank seeks defense, indemnification, or to be held harmless for a third party claim, action, demand, suit or proceeding (each a "Third Party Claim"):

i. Bank will give Notice to Client of the Third Party Claim; however, failure to do so does not relieve Client of its obligations hereunder, except to the extent such failure materially prejudices Client's defense;

ii. Bank is entitled to control the defense of such Third Party Claim and appoint lead counsel of its choosing for its defense. Client must pay the fees and expenses of such counsel. If Bank is controlling the defense, Client may participate in (but not control) the defense at its expense using counsel of its choosing. Client will cooperate and provide assistance as Bank reasonably requests for Bank's defense. Bank will regularly inform Client of the status of the Third Party Claim;

iii. If Bank elects not to control the defense of the Third Party Claim, Client, using counsel of its choosing and at its expense, shall defend, contest, and otherwise protect Bank against such Third Party Claim. Client must provide Bank with evidence it has adequate resources to defend the Third Party Claim and fulfill its indemnity obligations hereunder. If Client is controlling the defense, Bank may participate in the defense at its expense using counsel of its choosing. Bank will cooperate and provide assistance as Client reasonably requests for Client's defense and will be entitled to recover from Client its costs of doing so. Client will regularly inform Bank of the status of the Third Party Claim;

iv. Client will not, without Bank's prior written consent, compromise or settle any Third Party Claim if such compromise or settlement (1) imposes equitable relief upon an Indemnified Party, or (2) does not include (in writing) an express and unconditional release of the Indemnified Parties and their representatives from all liability relating to the Third Party Claim; and

v. If Client fails to timely defend, contest, or protect against a Third Party Claim, or Bank provides Notice to Client of its belief that Client does not have adequate resources to fulfill its defense obligations, Bank may defend, contest, or protect against the Third Party Claim (and make any compromise or settlement), and Bank's costs arising out of such actions, including legal fees and expenses for enforcing such obligations, are Losses subject to indemnification by Client.

19. Liability; Disclaimers.

a. Subject to provisions of applicable law, Client is liable for: (i) all indebtedness arising out of the authorized or unauthorized use of the Cards; and (ii) all authorized or unauthorized Loans and Purchases. If Client is dissatisfied with any portion of a Card Product, or with any Terms of Use, Client's sole and exclusive remedy is to discontinue using the Card Product. The content of, and any advice received in connection with, the Card Products, is not intended, and should not be relied upon, for personal, legal, tax or financial decisions. Client should consult an appropriate professional for specific advice tailored to Client's situation.

b. NOTWITHSTANDING THE FACT THAT EACH CLIENT CAN ENTER INTO THE CARD PROGRAM DOCUMENTS IN ITS INDIVIDUAL CAPACITY, EACH PERSON THAT IS A "CLIENT" UNDER THE CARD PROGRAM DOCUMENTS AGREES AND ACKNOWLEDGES THAT SUCH CLIENT IS JOINTLY AND SEVERALLY LIABLE WITH ALL OTHER CLIENTS FOR ALL OBLIGATIONS OF "CLIENT" UNDER THE CARD PROGRAM DOCUMENTS, INCLUDING PAYMENT OF AMOUNTS DUE.

c. If Client has a dispute regarding the quality of goods or services purchased, it shall contact the seller directly to resolve such questions, problem or dispute. Bank's obligation to Client with respect to any merchant dispute shall be as set forth in the Visa Rules.

d. Client releases Bank, its Affiliates, and their representatives, and Visa and the Providers, from, and Bank, its Affiliates, and their representatives, and Visa and the Providers shall have no, liability to Client or any third party, whether in contract, tort (including negligence), or otherwise, for any Losses arising out of:

i. Client's failure to comply with the Card Program Documents;

ii. use of Accounts and Card Products, except to the extent of actual Losses caused directly by Bank's gross negligence or willful misconduct in performing under the Card Program Documents;

iii. failure of a merchant, bank or electronic banking facility to honor a Card;

iv. (1) payment system or merchant bank errors in coding merchants, or (2) use of a Card to purchase prohibited goods or services through a merchant, with or without a permitted category code;

- v. a claim against or by a merchant or Cardholder arising out of a Purchase;
- vi. Bank's failure to extend credit under this Agreement (including through the decline of a Loan or Purchase), including if: (1) an Event of Default has occurred, (2) doing so would cause the Maximum Credit Limit to be exceeded, (3) the applicable Card has expired or been revoked, (4) this Agreement or an Account has been terminated, or (5) Bank suspects fraud or unauthorized use;
- vii. acts or omissions of third parties, including any Provider;
- viii. Client's cancellation or change of Instructions or the provision of incorrect or incomplete Instructions, data or information;
- ix. any (1) act or omission Bank takes in accordance with Instructions Bank reasonably believes to have been authorized, whether or not transmitted using a Security Procedure, or (2) transaction made using a Security Procedure, whether or not actually authorized;
- x. any failure in delivery of, or interruption, delay, defect, inaccuracy, or error in reports or information in connection with an Account or Card Product;
- xi. Client's selection or non-selection of Account features or Card Products (including Security Procedures), regardless of suggestions or recommendations made by Bank;
- xii. failure, delay or error of any electronic, communications or transmission method, including any electronic terminal or other communications media at the merchant's site or any other point; or
- xiii. (1) the results, content or information obtained from or provided by any Card Products (collectively, "Content"), (2) any person's reliance on the Content, or (3) the consequences of any decision Client or other person takes or fails to take arising out of the Content.

e. ALL MATERIALS, INFORMATION, PRODUCTS, SOFTWARE AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE CARD PRODUCTS OR ACCOUNTS ARE PROVIDED "AS IS" AND "AS AVAILABLE". EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BANK, ITS AFFILIATES, ITS REPRESENTATIVES, AND ITS THIRD PARTY SERVICE PROVIDERS AND LICENSORS (INCLUDING VISA AND THE PROVIDERS) MAKE NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN LAW OR IN FACT, IN CONNECTION WITH ANY SERVICES, ACCOUNTS AND CARD PRODUCTS, INCLUDING ANY WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) OF NONINFRINGEMENT; (4) THAT THE CARD PRODUCTS OR ACCOUNTS AND SERVICES PROVIDED THEREUNDER WILL BE UNINTERRUPTED, TIMELY, ACCURATE, RELIABLE, CORRECT OR SECURE; (5) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (6) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (7) THAT THE CARD PRODUCTS OR ACCOUNTS AND SERVICES PROVIDED THEREUNDER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

f. IN NO EVENT SHALL BANK, ITS AFFILIATES, ITS REPRESENTATIVES OR ITS THIRD PARTY SERVICE PROVIDERS AND LICENSORS (INCLUDING VISA AND THE PROVIDERS) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSS (INCLUDING LOSS OF PROFITS, GOODWILL AND BUSINESS INTERRUPTION) IN CONNECTION WITH OR ARISING OUT OF THE CARD PROGRAM DOCUMENTS, HOWEVER SUCH DAMAGES ARISE (INCLUDING FAULT OR NEGLIGENCE) OR WHETHER IN TORT, CONTRACT OR OTHER CLAIM, EVEN IF SUCH PARTY KNEW OR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Confidentiality; Security Procedures.

a. Client shall keep confidential information associated with Accounts or Card Products (other than data that is Client's public information), and not disclose such information to third parties without Bank's consent.

b. For each Card Product, Client and its Agents shall implement, use and comply with the Security Procedures associated with such Card Product or otherwise required by Bank. Client represents and warrants that it has acquired and will update and maintain secure equipment, Internet browser, software, hardware, systems and communication devices and facilities required to use Accounts and Card Products that meet or exceed industry

standards, including utilization of: (i) physical security and access control; (ii) credential security; (iii) user access incorporating controls such as segregation of duties; (iv) workstation security standards; (v) anti-virus and anti-spyware controls, firewall controls, and restricted use guidelines; (vi) network security standards such as architecture, perimeter protection, firewalls, and intrusion detection; (vii) incident reporting requirements; (viii) secured email communications; and (ix) disaster recovery and business continuity plans and periodic testing of those plans. Client shall update its internal security policies and procedures to address new fraud threats.

c. Bank may change or add Security Procedures (each, a “Security Change”). A Security Change is effective immediately if Bank determines it will not have a material adverse effect on Client’s use of Accounts or Card Products, and otherwise on the date indicated in a Notice to Client. By continuing to use, or paying for the affected Account or Card product, Client agrees to and is bound by the Security Change. Notwithstanding anything else in the Agreement, Bank may make Security Changes without prior notice to Client if required for security reasons or by Law.

d. Bank is not obligated to act on any Instruction that is not transmitted in accordance with the applicable Security Procedures and may refuse to act on any Instruction if Bank doubts its authorization, contents, origination, or compliance with the applicable Security Procedures. Bank may rely on any Instruction that is transmitted using the Security Procedures.

e. Client shall ensure that no user shares any Security Procedures specific to that user (e.g., IDs, passwords, challenge questions, tokens). Client must ensure that each user’s password, ID, or other credentials are changed: (i) upon the user’s first logon; (ii) periodically in accordance with industry standards; (iii) immediately if it suspects such credentials have been compromised; and (iv) upon Bank’s, Visa’s or a Provider’s request.

f. Client shall IMMEDIATELY Notify Bank by telephone to 1-800-443-8671 or by sending an email to commercialcards@mtb.com, of any: (i) any loss or theft of a Card; (ii) any security compromise (or suspected compromise); or (iii) any actual or suspected unauthorized use of an Account or Card Product.

g. Without notice to or permission from Client, Bank may, but is not obligated to, view, monitor, and record electronic and telephonic transmissions relating to Accounts and Card Products. However, Bank does not guarantee the effectiveness of a Security Procedure and is not obligated to determine whether a Security Procedure has been breached.

21. Amendments; Changes.

a. The Card Program Documents may not be amended orally or by any course of conduct. Bank may amend the Card Program Documents by notifying Client in writing or electronically (including on a Website). The notice shall specify the effective date of the amendment, which date shall be 30 days after the date of notification if Bank reasonably determines it will not have a material adverse effect on Client’s use of Accounts or Card Products. In addition, benefits enjoyed by Client as a result of Bank’s Visa membership may be terminated or amended at any time by Visa, without notice to Bank or Client. Notwithstanding anything else in the Card Program Documents, Bank may amend the Card Program Documents without prior Notice to Client if required for security reasons or by Law. The Agreement may not otherwise be amended without the consent of both parties.

b. Client shall promptly Notify Bank if: (i) any of Client’s representations or warranties ceases to be accurate; (ii) Client makes changes to the Payment Account; (iii) there is a material change in Client’s ownership or management; (iv) there is a change to the information furnished, or elections made, on the Election Form, including changes to its legal name or structure, d/b/a name or status, or contact information; or (v) there is any material adverse change in Client’s ability fulfill its obligations under the Card Program Documents.

22. Notices; Consents.

a. Any statement, notice, request, demand, claims, consents, waivers, approvals and other communications required or permitted under the Card Program Documents or in connection with Accounts or Card Products (collectively, “Notices”) must be in writing, unless the Card Program Documents provide otherwise.

b. Unless otherwise specified in the Card Program Documents, Notices may be delivered personally, by email, by First Class U.S. mail, or by a nationally recognized courier service. Notice is deemed effective:

i. If delivered personally or by courier, on (1) the day of delivery, if delivered on a Business Day before 5:00 p.m. local time in the place of delivery, or (2) the Business Day immediately following such day, if delivered after such time;

ii. if mailed, on the earlier of (1) (A) the day the recipient actually receives the Notice, if received on a Business Day before 5:00 p.m. local time in the place of receipt or (B) the Business Day immediately following such day, if received after such time; or (2) two Business Days after mailing, as evidenced by the postmark; or

iii. if delivered by email, on (1) the Business Day the sender sends the email message, if sent before 5:00 p.m. local time in the place of receipt, or (2) the Business Day immediately following such day, if sent after such time; provided that if Client is the sender, it must confirm the email by delivering a copy by mail or courier in accordance with this Section within two Business Days after transmission.

c. Notwithstanding any other timeframes in the Agreement, Bank shall have a Reasonable Time to Act upon any Notice or Instruction it receives from or on behalf of Client. Bank may rely on any oral Notice or Instruction from Client, whether or not Client confirms it, and Bank's records of the oral Notice or Instruction control.

d. Any Notice to Client shall be sent to the current address according to Bank's records. Bank shall be deemed to have sent, and Client shall be deemed to have received, any email sent to the email address that Client provides to Bank, regardless of whether Client actually receives, views, or prints such email and even if Bank has notice that the email was undeliverable. A Notice to Client will be effective if Bank sends such Notice to any mail or email address of a Card Program Administrator.

e. Bank may provide Notices to Client as Electronic Records by: (i) email; (ii) posting to a Website; (iii) displaying to Client or a Card Program Administrator during sessions on a Website or otherwise; or (iv) any other electronic means. Communications with Client regarding operational, product-related, procedural, and technical matters relating to Accounts and Card Products may be provided orally and not subject to the Notice requirements of this Section. "Electronic Records" means information that is created, generated, sent, communicated, received, or stored by electronic means and is retrievable in perceivable form.

f. Unless otherwise specified in the Card Program Documents, any Notice to Bank shall be signed by an authorized representative of Client and sent to M&T Bank, Amherst Center, 1100 Wehrle Drive, Williamsville NY 14221, Attention: Visa Corporate/Commercial/Purchasing Card Operations, or to commercialcards@mtb.com.

g. By written Notice to the other party that complies with the terms of this Section, either party may change the name or address of the person to whom Notice will be given hereunder. Each party may rely on the other party's current mailing or email address for Notices until it has had a Reasonable Time to Act on a Notice changing such address.

h. Whenever Bank's consent, authorization, approval, determination, or acknowledgment is required under the Card Program Documents, it may be granted or withheld in Bank's sole and absolute discretion, unless the Card Program Documents provide otherwise.

23. Severability.

If a provision of the Card Program Documents is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect, impair, or invalidate any other provisions, which will remain in full force and effect, and the Card Program Documents shall be deemed modified to the extent necessary to render enforceable the remaining provisions to the maximum extent permitted by Law. To the extent any provision of the Card Program Documents conflicts with Law and cannot be varied by agreement, the Law controls, but the remaining provisions of the Card Program Documents continue to apply.

24. Entire Agreement; Conflicts.

The Card Program Documents constitute the entire agreement between Bank and Client with respect to Accounts and Card Products, and supersede all previous or other oral or written proposals, representations, understandings, promises and agreements concerning the Card Program Documents. In the event of a conflict between this Agreement and the Card Program Documents, this Agreement shall control, except as follows: (i) in the event of a conflict between this Agreement and the Visa Rules, the Visa Rules shall control; and (ii) in the event of a conflict

between this Agreement and Appendix 2 or the Terms of Use with respect to a particular Card Product, Appendix 2 or such Terms of Use shall control solely with respect to the terms and conditions for such Card Product.

25. Rights and Remedies.

No failure or delay by Bank in exercising, and no single or partial exercise by Bank, of any right or remedy under this Agreement or otherwise shall operate as a waiver or limitation of such right or remedy or any other right or remedy. A provision of the Agreement may only be waived by Bank in a signed writing. The rights and remedies specified in this Agreement are cumulative and not exclusive of any other right or remedy provided by Law.

26. No Third Party Beneficiaries

The Card Program Documents are entered solely by and between, and may only be enforced by, Client and Bank (and their permitted successors and assigns) and, except to the extent provided therein, is not intended to confer on any other person any right, remedy, obligation, or liability.

27. Binding Effect; Assignment.

The Card Program Documents are binding on and inures to the benefit of, the parties and their respective successors and permitted assigns. Neither the Card Program Documents, nor any rights, interests, or obligations under them, may be assigned by Client without the prior written consent of Bank. Any purported assignment in violation of this Section is void.

28. Governing Law; Jurisdiction and Venue.

The Card Program Documents shall be governed by the laws of the State of New York without regard to its conflict of law principles; provided, that, each Terms of Use is governed by the laws of the state set forth in such Terms of Use. Any action, proceeding, or claim asserted under the Card Program Documents must be brought and maintained in a court of competent jurisdiction in Buffalo, New York.

29. Waivers.

Client waives presentment, protest, and notice of demand, of non-payment, of dishonor and of protest. THE PARTIES KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THE CARD PROGRAM DOCUMENTS, ANY DOCUMENT EXECUTED BY THE PARTIES IN CONNECTION WITH THE CARD PROGRAM DOCUMENTS, OR ANY TRANSACTION CONDUCTED THEREUNDER.

30. Force Majeure.

Bank will not be liable for any delay or failure in performance of any part of the Agreement or deemed in breach of its obligations hereunder, if such failure, delay, or breach is due to any cause beyond its reasonable control.

31. Construction.

Neither the Card Program Documents nor any ambiguity in them shall be construed more strongly against one party solely because it was the primary drafter. If any provision in Bank's standard form of the Card Program Documents has been omitted or modified as a result of negotiation, in any proceeding such omission or modification shall not be: (a) construed to imply the negative of such omitted or modified provision; (b) permitted to be used as parole evidence; (iii) used to demonstrate ambiguity in any other provision; or (c) admissible as evidence.

32. Relationship.

The relationship of the parties under the Card Program Documents is that of independent contractors. Nothing in the Card Program Documents creates a partnership, joint venture, or similar relationship between the parties, and neither Bank nor Client shall be deemed an agent of the other. Bank is not in a fiduciary or similar relationship with, nor does it have fiduciary duties or obligations to, Client or its Agents.

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Appendix 1 to Agreement for Visa® Charge Cards and Card Products Definitions and Terms of Construction

The following capitalized terms, when used in the Card Program Documents, have the meanings below:

“Account” means an account for Client’s Visa® Corporate Card, Purchasing Card or Commercial Card, or other Bank offered Card account, opened in accordance with Bank requirements, that permits Client to obtain credit (or such other permitted uses) subject to the Card Program Documents. Account includes all Cardholder Accounts and Virtual Accounts.

“Account Balance” means Client’s total indebtedness to Bank arising out of Purchases and Loans, including fees applicable to Accounts or Card Products, and taxes, tariffs and assessments levied by any Governmental Authority arising out of an Account or Card Product(s) (excluding any income tax payable by Bank).

“Account Statement” means a periodic statement for a single Cardholder Account.

“ACH” means the Automated Clearing House.

“ACH Rules” means the ACH Operating Rules and Guidelines published by the National Automated Clearing House Association.

“Affiliate” means any entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common control or ownership with a party (where “control” means the power to direct the management of the entity’s affairs, and “ownership” means the beneficial ownership of a majority of the entity’s voting rights).

“Agent” means any person, including a Cardholder, Card Program Administrator, vendor, third party servicer or representative of Client, that acts in any capacity relating to an Account or any Card Product(s).

“Aggregate Statement” means a periodic statement of an Account aggregating Account Statements, with such Bank offered enhancements selected by Client.

“Alerts” is defined in Appendix 2.

“Amounts Due” means Client’s total indebtedness to Bank under the Card Program Documents, including: (a) the Account Balance; (b) Losses; and (c) Bank’s costs in collecting any amounts due or enforcing its rights under the Card Program Documents (including reasonable legal costs).

“Billing Period” means the Bank offered period covered by an Aggregate Statement and selected by Client.

“Business Day” means Monday through Friday, excluding federal holidays and other days Bank is legally permitted to be closed.

“Card” means each business purpose charge card (including Generic Cards) or other access device (e.g. account number) that Bank gives Client to use an Account.

“Cardholder” means an Agent of Client with access to an Account.

“Cardholder Account” means all indebtedness outstanding for Loans and Purchases made by a Cardholder and recorded by Bank by means of a unique account number assigned to a Card.

“Card Products” means the Bank offered products and services elected by Client, including CentreSuite, Payables Automation, Supplier Enrollment, Visa Service, M&T SupplierPay, Alerts, and Digital Wallet Service.

“Card Program Administrator” means the representative designated by Client to design and administer Client’s Card program and Card Products, including communicating credit requests, designing card authorization levels, determining report needs, designating and terminating Cardholders, receiving and being responsible for distribution of Cards to Cardholders, receiving and paying statements, and giving Instructions to Bank. Any person designated by Client as a Card Program Administrator for a specific Card Product is deemed a “Card Program Administrator”.

“Card Program Documents” is defined in Section 1.b.

“CentreSuite” is defined in Appendix 2.

“Client” means, individually and collectively, each person listed as a Client in the Election Form or Signature Document, and each such person’s Affiliates.

“Commercial Card” means a Card intended primarily to fund travel and entertainment expenses, procurement, and fleet related expenses.

“Corporate Card” means a Card intended primarily to fund travel and entertainment expenses.

“Digital Wallets Service” is defined in Appendix 2.

“Effective Date” is defined in Section 1.c.

“Election Form” means Bank’s Application, Election and Pricing Form for Visa Charge Cards and Card Products.

“Event of Default” is defined in Section 14.

“Generic Card” means a Card issued with no individual’s name embossed on or associated with the Card (e.g. issued to Client generically or to one of Client’s departments or divisions).

“Governmental Authority” means any transnational, domestic, or foreign, federal, state, or local governmental authority, department, court, agency, or official, including any political subdivision thereof, or a country’s central bank.

“Instruction” means any communication, message, or other instruction by or on behalf of Client, whether in oral, written, electronic, or other form.

“Laws” means: (a) any foreign, federal, state, or local law (statutory, common, or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, guideline, policy, order, injunction, judgment, decree, ruling, or other similar requirement or directive enacted, adopted, promulgated, or applied by a Governmental Authority that is binding upon or applicable to a party, and letters or guidelines issued by regulatory authorities; (b) the ACH Rules; and (c) the Visa Rules.

“Loan” means a loan of money or cash advance from Bank, obtained by: (a) use of an Account other than for Purchases; or (b) presenting a Card at banks participating in the Visa® program or at electronic banking facilities honoring the Card.

“Loss” means any and all losses, damages, liabilities, claims, causes of action, demands, suits, proceedings, injuries, costs, expenses (including court costs, disbursements, reasonable legal and professional advisor fees and expenses, and reasonable expenses of investigation), judgments, penalties, charges, fines, and other damages of any nature.

“Maximum Credit Limit” means the aggregate Bank established maximum Account Balance that may be outstanding with respect to an Account or any Cardholder Account.

“M&T SupplierPay” is defined in Appendix 2.

“Payables Automation” is defined in Appendix 2.

“Payment Account” means Client’s demand deposit account at Bank, a Bank Affiliate, or other financial institution designated by Client as the account to be debited for all Amounts Due.

“Provider” means Visa or other third party that, through an arrangement with Bank, provides the Card Products, and includes any subcontractors of Visa or such third party.

“Purchase” means an extension of credit by Bank to purchase or lease goods or services from a merchant participating in the Visa® program.

“Purchasing Card” means a Card intended primarily to fund procurement.

“Reasonable Time to Act” means a reasonable time for a party to act, but not less than two Business Days after the Business Day of receipt of the applicable information or Instruction.

“Security Procedures” means the applicable security procedures made available or required by Bank or a Provider: (a) for verifying that an Instruction is that of Client; (b) for encrypting or otherwise helping to restrict access to

information, Accounts or Card Products, which may include user IDs, passwords, algorithms, or other codes, identifying words or numbers, tokens, challenge questions, and encryption; or (c) otherwise intended to mitigate fraud risk (e.g. dual authorization).

“Signature Document” means the Incumbency, Resolution and Signature Document required by Bank.

“Supplier Enrollment” is defined in Appendix 2.

“Surrender” is defined in Section 13.a.

“Terms of Use” means any terms of use, end user license agreement, user guides, guidelines, rules, regulations, protocols, procedures, computer help screens, terms and conditions, and any other similar agreement setting forth terms and conditions for Accounts and Card Products.

“Virtual Account” means an Account with no physical Card, intended primarily for Electronic Commerce Transactions (as defined in the Visa Rules).

“Visa” means Visa U.S.A. Inc. or other Visa entity providing products or services for an Account or Card Product, or their respective representatives and successors.

“Visa Rules” means by-laws, rules, regulations, procedures, operating manuals, operating letters and policies of Visa.

“Visa Service” is defined in Appendix 2.

“Website” means any Internet website, mobile, or access channel made available to Client to access Accounts or Card Products. Each Website is part of the services provided in connection with the Accounts or Card Products.

The following terms of construction apply to the Card Program Documents: (i) headings are included for convenience of reference only; (ii) words importing the singular shall include the plural, and vice versa; (iii) words importing the masculine gender shall include the feminine and neutral genders; (iv) “including,” “includes,” and comparable terms mean “including without limitation”; (v) “or,” as in “A or B,” means “A or B or both”; (vi) “hereunder,” “hereto,” “hereof,” and “herein,” unless the context clearly indicates otherwise, refer to the whole Card Program Documents and not to a particular section; (vii) “written,” “writing,” and comparable terms mean any intentional reduction of information to tangible form by any means as Bank may agree to use or accept; (viii) “person” means an individual, corporation, partnership, limited liability company, association, trust, or other entity or organization, including any Governmental Authority; (ix) “Bank” includes any Bank Affiliates that provide services to Client; (x) “representative” includes a party’s Affiliates, directors, officers, employees, agents, permitted assigns, and other representatives (including, with respect to Client, Client’s Agents); (xi) reference to a Law means such Law as it has been amended through the date the particular portion of the Card Program Documents is to take effect, any successor Law, and any then applicable rules or regulations promulgated thereunder; (xii) references to any agreement, form, or other document are to that document as periodically amended, modified, or supplemented in accordance with the terms thereof; (xiii) any agreement, form, or other document that may be entered into between the parties or submitted by Client may be entered into or submitted in paper form or electronically, as agreed by the parties; (xiv) “arising out of” (and words of similar import) means arising out of, in connection with, or resulting from; and (xv) “U.S.” means the United States.

Appendix 2 to Agreement for Visa® Charge Cards and Card Products Card Product Specific Terms

1. CENTRESUITE®

a. The CentreSuite® module and other related software modules, products or services over the Internet give Client on-line direct viewing of Accounts, processing, downloading, and reporting capability, and payment request features (“CentreSuite”). Client determines what information it will be able to access through CentreSuite. The Account information on the CentreSuite Website is not intended to replace the Account Statement. Client must refer to its full Account Statement for complete Account information.

b. Payments and Payment Requests.

i. Any payment service application (the “Payment Application”) Client accesses from the CentreSuite Website (such as QuickRemit) is subject to the terms and conditions of this Section. Capitalized terms not specifically defined in this Appendix have the meanings assigned in the ACH Rules.

ii. If Client makes a payment request through a Payment Application (a “Payment Request”), Client represents and warrants that it: (1) is the legal owner of, or is authorized to debit, the paying account designated by Client (the “Designated Account”); and (2) has authority to authorize such payment from the Designated Account.

iii. Client shall at all times maintain available funds in the Designated Account sufficient to cover Client’s payment obligations to Bank in connection with the ACH services Bank provides under this Section. Payment Requests must be directed to ABA numbers for entities that accept ACH transactions. Bank will review ABA numbers solely on the basis of ACH records available to Bank.

iv. Bank shall (1) process Payment Requests that Bank believes in good faith were received from Client and that conform with the file specifications in the ACH Rules or other Bank approved specifications, (2) transmit such Payment Requests as an ODFI to Bank selected ACH Operator, and (3) settle such Payment Requests in accordance with the ACH Rules. An electronically transmitted Payment Request shall not be deemed to be received by Bank or the applicable Provider until (x) the Payment Application displays a unique tracking identification number for that Payment Request (“Payment Confirmation”), and (y) all payment authorization requirements under the Terms of Use and any Security Procedures are complied with. Bank is not responsible or liable for a Payment Request until the Payment Confirmation is generated by CentreSuite. Any Payment Request that is rejected or otherwise fails during ACH processing (including for Non Sufficient Funds or invalid account information) is handled by the Payment Application and the information will be available in the payment log within CentreSuite. CentreSuite does not provide any other notice to Client regarding such payment failures.

v. Bank shall transmit Payment Requests to the ACH Operator provided: (1) they are received within the time periods required by Bank; (2) the requirements in Section 1.b.iv of this Appendix have been met; and (3) the ACH Operator is open for business on the effective date of the Payment Request. Client may not cancel or amend any Payment Request after the Payment Request data has been received by Bank. Bank has no obligation to: (x) transmit a Payment Request requiring a debit to the Designated Account if it lacks sufficient funds; or (y) retransmit a returned or rejected Payment Request. Bank shall provisionally update Client’s availability to funds on the second Business Day after the effective date indicated on the Payment Request, subject to Bank’s right to recover the amounts of a returned or rejected Payment Request.

vi. The parties involved in the processing of Payment Requests are entitled to rely exclusively on the recipient account number and recipient institution identifier provided in the Payment Request (even if such numbers do not match the name of the recipient or recipient institution), and Client’s obligation to pay the amount of the Payment Request is not excused in such circumstances.

vii. Client is solely responsible for: (1) all charges and expenses (including any penalties, overdraft charges, insufficient fund charges, late payment charges, returned Payment Request charges) related to Payment Requests (including those arising out of Client’s failure to maintain sufficient funds and delays in processing), and Bank may deduct such charges from the Designated Account; and (2) ensuring timely payment of all of Client’s bills and for the method used to make payments.

c. The “Digital Images” service, as part of the Expense Module in CentreSuite, allows Client to upload files containing receipt images within the process of creating an expense report. Client is solely responsible for, and represents and warrants that it is not relying on, Digital Images for saving any reports or data generated through Digital Images in a drive outside of the CentreSuite system.

d. “Alerts Services,” as part of CentreSuite, allows Client and Cardholders to enroll in different automated, real-time notifications that may be delivered through voice messages, text (SMS) messages or email messaging channels. Client is solely responsible for: (i) for the selection, identification, transmission, and accuracy of contact information to which Client directs a message to be transmitted; (ii) for ensuring that it has received all necessary consent of Cardholder in providing any information to Bank; and (iii) for complying with all Laws that govern the sharing of such information with Bank. Alerts Services offers a mechanism for an end user to opt out of receiving voice, text or email messages.

2. Payables Automation (VISA® ONLINE)

a. “Payables Automation” is a Visa online access point for Visa’s suite of online applications for transaction data consolidation and reporting for financial management services and other related functions (collectively, “PA Services”). In order to use the PA Services, Client must have Virtual Account(s) and must be a Registered User. Through its election of Payables Automation, Client has authorized Bank: (i) to establish Virtual Account(s); and (ii) to subscribe Client in PA Services.

b. A “Registered User” is a person from whom Bank and Visa have received the information necessary to permit such person access to PA Services. Whenever the term “Client” or “Registered User” is used it is deemed to include Client and any and all of Client’s users of PA Services. Client may not transfer, distribute, sub-license, assign or grant any rights in the PA Services in any form to any person outside of Client’s Registered Users.

3. Supplier Enrollment and Visa Service

Supplier Enrollment (“Supplier Enrollment”) may consist of some or all of the following services: providing sample information to Client in the form of sample scripts, letter templates, or guides to help Client in enrolling suppliers to accept Card(s) as a form of payment. Visa Supplier Enablement Service (“Visa Service”) consists of assistance to Client with outreach to prospective suppliers and supplier onboarding activity to accept Cards as a form of payment. As part of the Visa Service and Supplier Enrollment, a Visa Party or Bank’s representative may contact Client’s supplier(s) on behalf of Client, to assist in the supplier enrollment process. Bank determines whether a Client receives Supplier Enrollment or Visa Service.

4. M&T SupplierPay.

“M&T SupplierPay” is an online product that automates and manages the accounts payable (AP) payments process for Client. Client is solely responsible for: (a) giving access to Client’s suppliers in accordance with the Terms of Use; (b) all actions or activity (whether authorized or unauthorized) of suppliers in connection with the SupplierPay Service; (c) providing the Terms of Use to its suppliers; and (d) any dispute between Client and its suppliers.

5. Digital Wallets (ApplePay, GooglePay, SamsungPay).

a. “Digital Wallet Service” provides Client the ability to add ApplePay, GooglePay, Samsung Pay, and any other offered digital wallet service (each a “Digital Wallet”) to any Card unless Client opts out during the applicable opt-out period. To use a Digital Wallet, Cardholder must have previously established a separate relationship with the Provider. Client is solely responsible to: (i) manage access to a Digital Wallet for its Cardholders; and (ii) ensure Cardholders’ compliance with the Terms of Use. Bank is not responsible for the availability, reliability or security of a Digital Wallet or any service associated with a Digital Wallet.

b. If the related phone or device is lost, stolen or compromised, Client shall contact Bank immediately at 1-800-443-8671.

c. Information concerning a Cardholder’s phone or device, and information about the added Card and transactions made with Cards, may be available to, and used by, Providers (subject to each Provider’s terms of use and privacy policy), Visa and Bank (but Bank will use this information solely in connection with processing transactions, servicing, and maintaining Cardholder Accounts).