

CLEDARA MASTERCARD BUSINESS CHARGE CARD AGREEMENT

This Cledara Mastercard Business Charge Card Agreement ("**Agreement**") is entered into by and between CBW Bank, a state bank chartered under the laws of the state of Kansas, ("**Bank**", "**we**" or "**our**") and the business identified in the Account application described in Section 2(a) below ("**Customer**", "**you**" or "**your**"). This Agreement sets forth the terms and conditions governing the Account and virtual cards (or similar devices) and account numbers associated with your Account (the "**Card(s)**") issued on the Account. Cards are issued by Bank pursuant to a license from Mastercard International Incorporated. Cledara Limited ("**Cledara**") shall be responsible for distributing this Agreement to you and notifying you of the relevant terms applicable to Card use. You shall be responsible for notifying all Cardholders of their obligations regarding the Cards and for their use of the Cards in accordance with this Agreement, card network rules, and applicable laws and regulations and ensuring that each Cardholder complies with the terms and conditions set forth in this Agreement. **This Agreement contains an Arbitration and Dispute Clause requiring all claims to be resolved by way of binding arbitration subject to limited exceptions.**

By accepting, activating or using the Account or any Card, or authorizing any person to use the Account or any Card, you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use the Account or any Card and contact Cledara within the Cledara web and/or mobile application ("**App**") or at hello@cledara.com to cancel your Account and all Cards.

In consideration of the representations, warranties, covenants and agreements set forth herein, the parties hereby agree as follows:

1. Introduction

(a) Card Programs. The Cledara Mastercard Business Charge Card is designed to handle an organization's purchasing of subscription services through the App or sales websites of Cledara approved merchants. All communication regarding your Account or Cards should be directed to Cledara, our service provider for the Card Program, unless otherwise directed. You may contact Cledara through the App, by email at hello@cledara.com, or as otherwise notified from time to time.

(b) The Service. We, at your request have agreed to provide to you our commercial card services ("**Service**"). 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.

(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**"). 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 the 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 acceptance of your application and satisfactory completion of the set up process, we will establish for you a commercial credit account ("**Account**") subject to the credit limit we establish, and issue Card(s) to your designated employees, contractors, or other representatives ("**Cardholders**") in accordance with this Agreement and our Service procedures made available through the App or otherwise from time to time. The Card and the Account are designed for use by a business, which may be an individual acting as a sole proprietor, a partnership, a limited liability company, a corporation, a joint venture, or other business entity. We will issue each Card for the original term indicated on the Card. Bank reserves the right to reject transactions in its sole discretion. Unless and until a Card has been suspended or 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) 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 notify us immediately if the information is not correct; (iii) impose internal controls and procedures to prevent fraud and unauthorized use of a Card; and (iv) timely review and reconcile all Account activity and transactions as further described below. All Cardholders and any other person authorized to use or have access to your Card, Account, Account numbers, or any other information you use to access your Card or Account must be at least the age of majority (generally eighteen (18) years of age) in the jurisdiction where such use or access occurs.

(c) **Transactions.** Unless otherwise restricted by us, each Card and the Account may be used to effect the purchase or reservation of goods or services. 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. Where available, merchant category and velocity controls, when properly implemented and used by you and reported by the merchant, can be effective in controlling transaction activity.

(d) **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 WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR THE NAME, ADDRESS, EMPLOYER IDENTIFICATION NUMBER AND ORGANIZATIONAL DOCUMENTS OF THE ACCOUNT OWNER AND THE NAMES, ADDRESSES, DATES OF BIRTH, AND OTHER INFORMATION CONCERNING AT LEAST ONE PERSON WITH SIGNIFICANT CONTROL OVER THE BUSINESS AND EACH PRINCIPAL OWNER THAT WILL ALLOW US TO IDENTIFY THE ACCOUNT OWNER AND ITS CONTROL PERSON AND PRINCIPAL OWNERS. WE MAY ALSO ASK TO SEE A COPY OF THE CONTROL PERSON'S AND EACH PRINCIPAL OWNERS' DRIVER'S LICENSES OR OTHER IDENTIFICATION DOCUMENTS.

(e) **Credit Review and Release of Information.** You authorize us to investigate your transaction activity regarding any bank account(s) you identify and your credit standing when opening or reviewing your Account. This Account may be subject to annual or more frequent review, and we may re-investigate and re-evaluate any information on the application at any time. In the course of doing so, we may ask you for additional information (including additional financial information), request credit bureau reports, and/or otherwise verify that your business is active and your current credit standing. You agree to provide to us promptly all information we request. We may exchange information with credit reporting agencies or other financial providers on you, and we may use this information in connection with your application, any periodic review, credit limit review, sale of your Account to another lender, or renewal of your Account.

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 compromised Cards or to effect a name change on an existing Card; obtain information and reports about, and monitor Account and Card use; and accept and act on all communications from us regarding the Service. 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. Activating a Card.

Upon opening an Account, you may request that one or more Cards be issued. Each Card will be preactivated, meaning it can be immediately used to make purchases.

5. Using a Card.

Cards may be used to purchase goods and services, up to the applicable credit limit of the Card or your Account. Use of a Card is subject to limitations set forth in this Agreement, including in **Section 11** titled "Credit Limits and Transaction Limits." Each time a Card is used to purchase goods or services, you authorize us to advance funds against the Account in the amount of the transaction plus any applicable fees.

You will be liable for all transactions arising from any use of the Card(s). If any Cardholder or authorized user is permitted to use the Card(s), you will be responsible for any transactions made and any fees incurred by the Cardholder or authorized user even if the Cardholder or authorized user exceeds the scope of the authority granted to such Cardholder or authorized user by you. Cardholders and authorized users should only be persons you trust to honor your instructions and limitations. You should retain receipts as a record of transactions. You may need a receipt in order to verify a transaction with us or the merchant.

Use of a Card and your Account is subject to all applicable rules and customs of any clearinghouse or other association involved in the related transactions.

A Card and/or your Account can be closed at any time by ceasing use of the Card or Account and then cancelling the Card or Account in the App or by contacting Cledara directly at hello@cledara.com. **Section 19(b)** provides additional information related to the effect of closing or cancelling a Card or your Account.

6. Card Expiration and Replacement Cards.

Subject to applicable law, a Card may be used only through its expiration date, which is stated on the front of the Card. If a Card is used after the expiration date, the transactions may not be processed, but you are still responsible for any transactions that are processed. If there is an outstanding balance remaining on your Account upon expiration, you agree to promptly pay.

If you would like to replace an expired Card or need a replacement Card for any other reason, please log in to the App or contact Cledara directly at hello@cledara.com. Upon requesting a replacement a Card for any reason, the existing Card will be deactivated, and access to your Account through the existing Card may be temporarily unavailable until the replacement Card is activated. It may take up to 30 days to process a request for a replacement Card. You may be assessed a fee for requesting a Card replacement as set forth in the "Fee Schedule" at the end of this document. You will not be charged a fee for replacement Cards that we issue due to expiration of the Card.

We may refuse to issue a replacement Card for any reason, including at your request or direction, or if we suspect that a Card has been involved in fraud or unauthorized activity.

7. 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. If you permit another person to use or have access to your Card, Account, Account numbers, or any other access information you use to access your Card or Account, we will treat this as if you have authorized such use and you are liable for all transactions made with the Card, Account, associated card or account numbers, or any other access information, and all related fees incurred, by any such authorized person. You are wholly responsible for the use of the Card and Account according to the terms of this Agreement, and other applicable laws. 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 "**Obligation(s)**" 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, including those set forth in the "Fee Schedule" at the end of this Agreement. Payment of the Account balance is due in full on the due date agreed to by the parties 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 (if any) forth in the Fee Schedule accompanying this Agreement 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) **Account 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 thirty (30) 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 and to comply with the procedures we may require for our investigation. The Card Association may offer a liability protection program; contact the Card Association for additional information. We reserve the right to require that any verbal notification be promptly confirmed by a written notice to us in the App or as you may be otherwise directed.

(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.

8. 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 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. We may offer different billing cycles (e.g., 1 day, 5 days, 30 days, etc.). The billing cycle applicable to your Account will be established and communicated to you during the application and set up process. We may modify the billing cycle anytime in our discretion upon notice to you, and the new billing cycle will automatically apply after the date specified in such notice.

(b) Discrepancies. Except for matters subject to **Section 7**, 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.

9. Making Payments

(a) Payment Due Date. Payment of the full amount of the Account as shown on the Account Statement is always due on or before the Payment Due Date shown on the Account Statement. The Service is a full pay Account, which means you must pay in full the amount specified on the Account Statement.

(b) Authorization for Debit Payments. All payments shall be made by direct automated clearinghouse (ACH) debits to your banking account with us or any other financial institution designated by you during the setup process. You hereby 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. 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.

(c) Application of Payments. 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.

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

10. 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.

(b) Lost or Stolen Cards; Unauthorized Use. You are responsible for cancelling any lost, misused or stolen Cards, Cards or Accounts 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 cancel a Card or terminate a Cardholder's use of a Card through the App, by contacting Cledara directly at hello@cledara.com, or as otherwise directed from time to time. You will not be liable for unauthorized use that occurs after you cancel the Card in accordance with this section, provided a reasonable period of time has passed for us to act on your cancellation notice. We reserve the right in accordance with applicable law to decline to issue a replacement Card.

11. Credit Limit and Transaction Limits.

(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. 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 as set forth in the “Fee Schedule” attached to this Agreement.

(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.

(d) Transaction Limit. Each Card is subject to a daily aggregate transaction limit in the amount of \$50,000. We may increase this limit in our discretion. Any such increase will be effective immediately.

(e) Use Limitations. Cards are issued solely for commercial business purposes. You agree that you will, and you will instruct Cardholders to: (i) use a Card as a corporate card solely for commercial business purposes; (ii) not use a Card for personal, consumer or household purposes, (iii) not use a Card at gambling websites, to purchase illegal goods or services or otherwise for purposes of illegal transactions; (iv) promptly notify us of any loss or theft of a Card; (v) promptly notify us of the loss, theft, or unauthorized disclosure of any access information used to access the Account information or Card; and (vi) use a Card only as permitted by this Agreement. By using a Card/Account or providing the Account number to any person, you represent and warrant to us that use of the Card is solely for business purposes. A Card may not be used at merchants whose goods or services are not legal for minors. Your failure to comply with the restrictions on use will cause the immediate termination of your Account and any Card(s) associated with the Account, pursuant to [Section 19](#). You also understand that we will not be able to determine whether any given transaction conforms to this [Section 11\(e\)](#). You agree that a breach by you or any Cardholder of this [Section 11\(e\)](#) will not affect our right to enforce any payment obligations that you owe under this Agreement or to use any legal remedy available to us, even if that remedy would not have been available had the Account been established as a consumer Account.

12. Refunds for Purchases Made with a Card.

Any refund for goods or services purchased with the Account will be made in the form of a credit to the applicable Card subject to the refund policy of the merchant. You are not entitled to receive a cash refund. If you are entitled to a refund for any reason for goods or services obtained with a Card, the return and refund will be handled by the merchant. If the merchant credits a Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible for providing you a refund for any transaction you make, except as required by applicable law.

13. 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 Kansas; (iii) our entering into this Agreement has been authorized by all necessary corporate and required governmental action; and, (iv) our performance of this Agreement does 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) all financial information and other information you have provided is true and correct, and nothing has occurred since providing that information that would render the information materially inaccurate or misleading; (ii) you have the legal right to enter into and perform your obligations under this Agreement; (iii) you are duly organized, validly existing and in good standing in the jurisdiction in which you were organized; (iv) your entering into this Agreement and incurring the Obligations have been authorized by all necessary

corporate and required governmental action; (v) each person executing this Agreement on your behalf (or taking other required action to bind you to this Agreement) is an Authorized Person and is duly authorized to do so; and (vi) your entering into 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.

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

14. Security Procedures. 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 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.

15. Disclaimer of Warranties.

(a) 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 BANK.

(b) From time to time, services related to a Card may be unavailable or inoperative. When this happens, you or a Cardholder may be unable to use a Card or obtain information about a Card. Please notify us of any problems using a Card. You agree that we will not be responsible for temporary interruptions in service. Nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

16. 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. This provision shall not be effective to the extent prohibited by law. This Limitation of Liability section will survive termination of this Agreement.

17. Indemnification Obligations. You agree to indemnify and hold us and our officers, directors, employees, shareholders, agents, and service providers (collectively, the “**Indemnified Parties**”) 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) any actions taken or omitted in good faith by the Indemnified Parties in reliance upon instructions from you, (c) your violation of any of your representations, warranties or covenants under this Agreement and (d) all other Losses related to this Agreement other than Losses that result from our bad faith, gross negligence or willful misconduct. The Indemnified Parties are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. If we do choose to follow your instructions, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us. This Indemnification section will survive termination of this Agreement

18. 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) you attempt to use a Card or your Account for non-business or non-commercial purposes; (iv) any other creditor tries by legal process to take or foreclose upon any of your assets; (v) 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; (vi) if you cease to exist, die (to the extent that you are a sole proprietorship, a single member LLC, or other entity having a single owner), or otherwise take action to dissolve or wind up your affairs, (vii) you provide us with any false or misleading material information; (viii) 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; (ix) 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; (x) you violate any applicable law in connection with the Account or use of the Cards; (xi) 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; (xii) we believe in good faith that your ability to pay or perform the Obligations under this Agreement has been materially impaired; or (xiii) 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, with or without notice other than as required by applicable law: (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, reasonable attorneys' fees, and other costs incurred by us in the collection of the Obligations and the enforcement of our rights hereunder.

19. Term and Termination.

(a) Term. The term of this Agreement commences on the date it is accepted by us and our acceptance is communicated to you through the App or otherwise (which may include opening an Account for you), and continues until terminated (i) by us pursuant to this [Section 19](#), (ii) by us providing you notice of termination through the App or otherwise, or (iii) by you closing the Account as provided.

(b) Termination Rights. We may terminate this Agreement or terminate or suspend the Service if, in our sole discretion, we determine that: (a) you are in default as provided in [Section 18](#); (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 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. You may cancel any Card or your Account through the App or by contacting Cledara directly at hello@cledara.com (or as otherwise directed from time to time). You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card.

(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) 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.

20. Information Given to Third Parties; Privacy Policy.

You understand and agree to the collection, use, and disclosure of your information as set forth in this Agreement. Further, by providing us any information regarding a Cardholder, you represent and warrant that you have obtained all authorizations from the Cardholder to provide such information to us and for us to collect, use, and disclose such Cardholder's information to the same extent as we may collect, use, and disclose your own information. Without limiting the foregoing, we may disclose information (including personally identifiable information) to third parties about you, any Cardholder, Card, Account and the transactions related to a Card or Account: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of a Card or Account for a third party (e.g., a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give us your written consent; (v) to service providers who administer Cards or the Account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on a Card; or (viii) as otherwise permitted by law.

21. 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; (v) 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 Topeka, Kansas.

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 CLEDARA TO CLOSE THE ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

22. General Provisions

(a) 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, (iii) if an electronic terminal or web portal where you are making a transaction does not operate properly, (iv) any failure of a merchant to seek authorization before honoring a Card, (v) if access to a Card/Account has been blocked after you reported the Card was lost or stolen, (vi) if circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, (vii) if there is a hold or your Account is subject to legal process or other encumbrance restricting its use, (viii) if we have reason to believe the requested transaction is unauthorized, or (ix) for any other exception stated in our Agreement with you. 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. This provision shall not be effective to the extent prohibited by law and will survive termination of this Agreement.

(b) 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 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 Fee Schedule shall affect in any manner your obligation to pay in full all Obligations under this Agreement.

(c) 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.

(d) Additional Risk Associated with Use of Business Purpose Cards. You agree that you will be responsible for all authorized and unauthorized transactions made through the use of any Card, except as otherwise described in this Agreement. Neither you nor any Cardholder will have the benefit of any consumer law limiting liability with respect to the unauthorized use of a Card, except to the extent strictly required by law. This means liability for the unauthorized use of a Card could be greater than the liability in a consumer card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of these business purpose Cards and Account.

(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 given to you

if delivered to you at the last email or mailing address for the Card or Account furnished by you, or by other electronic means in accordance with this Agreement. You are required to provide and maintain valid contact information on file with us, including, but not limited to, your U.S. mail or postal address, or your email address or telephone number. If your contact information changes, you must notify us immediately. Failure to do so may result in information regarding the Cards or Account being delivered to the wrong person or your transactions being declined. In such event, we shall not be responsible for any resulting misuse of the Account or any other harm that may result from your failure to provide us with your current contact information. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, or you no longer reside in the U.S., your Cards or Account may be cancelled.

You must notify us immediately in the event of the insolvency, receivership, conservatorship, bankruptcy or your reorganization; sale of a significant portion of assets or merger; change in principal owners holding an interest of 25% or more, directly or indirectly; change in Authorized Persons or your key executives; entry of a judgment against you in a material nature or amount; or seizure, forfeiture, or issuance of any writ of possession, garnishment or attachment, or any turnover or any material property belonging to you. Your Card(s) and Account may be terminated by us in the event a change of control, reorganization, restructuring, conversion, consolidation, division or merger related to your business.

(f) Communications. We may contact you from time to time regarding your Card(s) or Account. We may contact you and your representatives in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by electronic communications;
- (2) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (3) contact you by using an automated dialing or similar device ("Autodialer");
- (4) contact you at your home and at your place of employment;
- (5) contact you on your mobile telephone;
- (6) contact you at any time, including weekends and holidays;
- (7) contact you with any frequency;
- (8) leave prerecorded and other messages on your answering machine/service and with others; and identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Card(s) or Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless prohibited by law, we may suppress caller ID and similar services when contacting you regarding your Card(s). When you give us your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages. You understand and agree that your mobile carrier, internet services provider, or other provider of your communication channels may charge you a fee. If you ask us to discuss your Card(s) or Account with someone else, you must provide us with authorizing documents that we ask for and that are acceptable to us.

By opening the Account or using the Card(s), you agree to receive communications from us electronically via e-mail, the App, or other electronic means, regarding your Card(s) and Account. You represent and agree that you have access to a valid email account where you can receive emails at the email address you provide to us or we have on file for you, and to an Internet access device and software, such as a current operating system and PDF viewer, capable of receiving, viewing, and storing these electronic communications. These communications may include, but are not limited to, this Agreement and any amendment or modification thereto, your Account transaction history, notices and other disclosures regarding your legal rights and obligations that are required by law to be delivered to you in writing, and any other communication about your Card or Account. You understand and agree that any electronic communication shall have the same meaning and legal force and effect as if provided in paper form, and that your electronic acceptance or signature on any agreement or document has the same effect as if you signed it in ink. At our option, we may mail any communication to the mailing address we have on file for you or Company.

(g) 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, pandemic, 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.

(h) 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.

(i) Attorney Fees and Costs. You agree to pay all costs incurred by us or our successors or assigns in collecting unpaid indebtedness or in enforcing this Agreement, including attorneys' fees and costs, as well as those costs, expenses and attorneys' fees incurred in appellate, bankruptcy, and post-judgment proceedings, except to the extent such costs, fees, or expenses are prohibited by applicable law.

(j) No Waiver. When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion. We do not waive our rights by delaying or failing to execute them at any time. We shall not be deemed to have waived any of our rights under this Agreement except in writing signed by our authorized agent or representative.

(k) 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 between 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.

(l) 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 to be 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.

(m) Security Interest and Set-off. To secure repayment of the Obligations, you grant us a security interest in, and agree that we may set off against or pay the Obligations with, (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. We may exercise our security interest and 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 security interest and right of set off is limited only to the extent expressly limited by applicable law.

(n) 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.

(o) 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 Kansas, without regard to Kansas' conflict of law principles, and with applicable federal laws and regulations. Subject to the arbitration provisions set forth in [Section 21](#), you irrevocably submit to the nonexclusive jurisdiction of the state and federal courts in Shawnee County, Kansas and agree that any legal action or proceeding with respect to this Agreement or the Service may be commenced by us in such courts.

(p) Waiver of Jury Trial. Subject to the arbitration provisions set forth in **Section 21**, 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. You and we 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) we waive the right to bring or to participate in class action proceedings against you; and (iii) you waive the right to bring or to participate in class action proceedings against us. If some other person initiates a class action proceeding against us, you may not join that proceeding or participate as a member of that class.

(q) 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.