

Cardholder Agreement

Revised July 30, 2022

The following terms and conditions apply to your use of the Keep Corporate Credit Mastercard®, herein referred to as the “Card,” and set forth the requirements for your participation in the Program and the terms that govern your use of Cards, including the process for obtaining and managing Cards through your Keep Account.

Please read this Cardholder Agreement carefully and retain a copy for your records.

Peoples Trust Company may update this Cardholder Agreement at any time by delivering notice, and your continued use of Cards will constitute acceptance of the updated terms. By activating, signing, and/or using the Card, you are agreeing to these terms and conditions and fees outlined below.

This card is a charge card issued by Peoples Trust Company under licence from Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

1. Defined Terms

The following Definitions apply to this Cardholder Agreement. Any definitions not stated here will take the meaning as detailed within the Keep Platform Agreement.

Account means the credit card account associated with the Credit Card.

Account Number or **Primary Account Number** means the primary account number of your Credit Card.

Agreement means this Cardholder Agreement, as amended from time to time.

Cardholder Information means information collected by PTC and its service providers about you and Authorized Users and your use of the Credit Card and related services, including information about your Credit Card transactions (e.g. the date, amount and place of each transaction).

Communications means any and all communications or disclosures that PTC is legally required to provide to you in writing in connection with your Card and any related products and services.

Credit Card or **Card** means the Keep Corporate Credit Mastercard® managed through your Keep Account.

Keep means Keep Technologies Corp.

Outstanding Balance means amounts owed to Keep for Charges, Fees, or Fines on Cards.

PTC means Peoples Trust Company, together with, where applicable, its service provider, Keep.

Spend Limit means the maximum amount a Card may spend during a specified time period, as set by Administrators of the Keep Account.

2. Statement of Disclosure on Fees and Charges

The following are all fees and charges associated with your Keep Corporate Credit Mastercard®.

Interest Rate or Rates	There are no interest charges for this card, annual or otherwise.
Interest-Free Grace Period	A grace period is not applicable as there are no interest charges.
Determination of Interest	A determination is not applicable as there are no interest charges.
Minimum Payment	Your minimum payment is 100% of the Outstanding Balance owing and as shown on your Periodic Statement within your Keep Account.
Foreign Currency Conversion	The foreign currency conversion fee is 3% . PTC will bill you in Canadian currency if you use your account to make transactions in a foreign currency. PTC will convert it directly to Canadian dollars at the exchange rate in effect at the time PTC posts the transaction to your account. When the transaction is posted to your account, in addition to the exchange rate, you will be charged a foreign currency conversion fee of 3% for each foreign currency transaction.
Annual Fees	There are no annual fees.
Other Fees	There are no additional fees for this card.

Additional Information

What if I lose my card and unauthorized charges occur?	You must take all reasonable steps to protect a Card against unauthorized use. If a Card is misused, you must immediately notify Keep at 1-866-460-5337. You are responsible and must pay for all Card transactions, without limitation, that are completed before you notify Keep and also for all Card transactions that you approve on any Card
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	even after you have notified Keep.
What if I need support for my account?	You can email Keep at support@trykeep.com or you call Keep toll-free between the hours of 9:30 a.m. - 4:30 p.m. PST Monday - Friday on Business Days at 1-866-460-5337.

3. Card Terms

This Agreement sets out the terms and conditions under which you may use your Credit Card and it applies if PTC sends you any renewal or replacement Credit Card. By opening a Keep Account, you agree to the terms and conditions of this Agreement. This Agreement also governs your Credit Card Account associated with the Credit Card ("Account"). Your Application is incorporated into and forms part of this Agreement.

The terms under which PTC will issue a Credit Card to an Authorized User are set in the "Authorized Users" section of this Agreement. While your Authorized Users will have the same ability to charge transactions to your Account as you do, you will be responsible for all amounts owing on your Account, including those incurred by Authorized Users. You are also responsible for ensuring that all of your Authorized Users comply with the applicable terms and conditions of this Agreement.

This Agreement is your promise to pay amounts owing on your Account. You should read it carefully as it explains your rights and obligations. The activation or use of a Credit Card or your Account by you or an Authorized User means that you have received and read this Agreement and agree to and accept all of its terms.

3.1 Using Your Credit Card

Users may only use Cards for bona fide business-related Charges and transactions, and not for personal, family, or household purposes. You understand that your Keep Account is commercial in nature and that certain consumer protection laws, such as sections designated as "consumer provisions" in the Bank Act and provincial and territorial consumer protection legislation do not apply to this Account. You agree that all Charges and other transactions in your account will be treated as business transactions made solely for business purposes.

Acceptable business transactions include but are not limited to vendor payments, online software expenses, corporate dining and travel, and business procurement. Credit Cards are not permitted for use in the remittance of payroll expenses. You may not use your Credit Card for any illegal, improper, or unlawful purpose. PTC reserves the right to prevent your Credit Card or your Account from being used for certain types of transactions as determined by PTC, including transactions connected to Internet gambling. When you or your Authorized User(s) use a Credit Card or your Primary Account Number for a

transaction, PTC is lending you the amount of such purchase, as the case may be. You are liable for and must repay all amounts owing on your Account.

You are responsible for selecting the individuals in your organization who are authorized to use Cards, and you are responsible for all Card transactions and activities. You agree to establish and maintain controls designed to ensure that the Cards are only used by Authorized Users for bona fide Company business purposes and in compliance with this Agreement, and applicable law. You are responsible for Charges and transactions made by any person given access to Cards even if they are not the person associated with or named on the Card. When you use your Account number without showing your Credit Card, you will have the same responsibilities as if you had shown your Credit Card and signed a receipt or entered your PIN.

Keep, PTC, Card Networks, or other intermediary Third-Party Service Providers (including merchant acquirers) may deny or reverse Charges for any reason. PTC is not responsible for any losses, damages, or harm caused by any Charges that are denied or reversed.

All Users are subject to this Agreement and all terms, agreements, and policies incorporated by reference. You are responsible for ensuring that Users read, understand, and comply with their obligations with respect to use of the Cards and the Services. You are also responsible for notifying Users of any applicable updates to these terms and conditions and policies incorporated by reference, and for ensuring Users comply with such updates. PTC may or may not provide Notice of Updates directly to Users.

3.2 Requesting and Replacing Cards

Administrators may request Cards for Users through your Keep Account. Administrators are prohibited from requesting more than one active physical Card for any individual User. PTC may decide in its sole discretion not to grant requests for Cards or limit the number of physical or virtual Cards provided to any User.

In order to request a Card for any User, the User must provide their full legal name, contact information, personal address, and date of birth. Cards may be denied or cancelled due to changes in PTC's policies, as required by law, or for any other reasons PTC determines are appropriate in its sole discretion. Cards may be issued to Users as physical or virtual cards (a Card issued without an associated physical card).

Administrators may request that Users be issued Cards with specific restrictions made available by Keep. For example, PTC may allow Users to be issued vendor cards, which can only be used at specific merchants, or PTC may allow Users to be issued cards with expiration dates set by the Administrator.

You are responsible for securing Cards, Account numbers, and Card security features (including the CVV and PIN, if any). You will promptly notify PTC and take appropriate measures to prevent unauthorized transactions when a Card is lost, stolen, breached, or needs to be replaced. In such cases, Administrators may request the issuance of replacement Cards by PTC through your Keep Account. Replacement Cards

may have new Account numbers that could require you to update the Card on file for any scheduled or recurring payments. You are solely responsible for updating Card information stored with merchants where Account numbers have been changed. If you lose the Card and/or PIN or you become aware that the PIN may have become known to someone else, you must contact Keep immediately at 1-866-460-5337 or support@trykeep.com. All transactions carried out on the Card before you notify us will be considered to have been made by you.

3.3. Credit Card Expiration

Your Credit Card expires at the end of the month displayed on the Credit Card. You must not use the Credit Card or your Account number if your Credit Card has expired. If any amounts are charged to your Account after your Credit Card has expired, you are responsible for and must pay the amount owing.

3.4. Recurring Payments

You are responsible for any recurring payments you have authorized merchants to charge to your Account, even after you or PTC cancels this Agreement. If you wish to discontinue any such payments, you must contact the merchant in writing and then check your Periodic Statements to ensure that the payments have, in fact, been discontinued. If they have not stopped despite your instructions to a merchant, PTC may be able to assist you if you provide PTC with a copy of the written request to the merchant.

4. Authorized Users

An Authorized User is a person to whom PTC will issue a Credit Card on your Account at your request. You can add or remove Authorized Users by contacting Keep via email at support@trykeep.com, although Keep or PTC may limit the number of Authorized Users on your Account. A Credit Card may only be used by the individual whose name is associated with or attached to the Card or appears personalized on physical cards.

Authorized Users have the same ability to charge transactions to your Account as you do; however, Authorized Users are not responsible to PTC for any amounts owing for purchases, fees, and interest on the Account. If an Authorized User is responsible to you for any of these amounts, you must make your own arrangements with the Authorized User for repayment.

You are responsible for ensuring that each Authorized User receives a copy of this Agreement and any replacements or amendments to this Agreement, as well as any Notices that affect the use of a Credit Card or your Account. PTC may provide Authorized Users with access to information about their transactions on your Account, the Credit Limit of your Account, and the amount of credit available to them on your Account.

You may assign individual Spend Limits to each Authorized User. The Spend Limit is the maximum amount that can be charged to a Card daily, weekly, biweekly, or monthly.

By signing, using, or activating a Credit Card in their name, an Authorized User agrees to be bound by all of the terms and conditions of this Agreement except that an Authorized User will not be responsible to PTC for the payment of any amounts owing in respect of purchases, fees, or interest on the Account. Without limiting the general obligation of an Authorized User to comply with this Agreement, an Authorized User agrees, that:

- the Authorized User will not use the Credit Card issued to the Authorized User if it has expired;
- all security requirements including those designed to protect PINs or other security codes will be complied with;
- the Credit Card issued to the Authorized User will not be used for any illegal, improper, or unlawful purpose;
- the Authorized User will report to PTC if the Authorized User suspects that the Authorized User's Credit Card has been lost or stolen;
- the Authorized User agrees to permit the collection, use, and disclosure of personal information as set out in the "Data and Privacy" and "Issuing Bank Privacy Policy" sections of this Agreement.

5. Your Credit Limit

5.1 Credit Limit

Your Credit Limit will be provided to you on the approval of your Application via the [Website](#). Company Credit Limits are set by Keep, at its sole discretion, using Company Data and other data available to Keep including available funds and spending patterns, unbilled volume, financial projections, the nature and history of Company's business, and anticipated use of Cards. PTC may not disclose exact Credit Limits but may provide guidance identifying whether specific transactions or spend volumes may exceed any Credit Limits. Credit Limits are dynamic and may be modified at any time with or without Notice to you, including temporary increases or decreases or reducing Credits Limits to \$0.

PTC may attempt to provide notice to you if your Credit Limit decreases. If your Credit Limit experiences a decrease due to a change in your Linked Accounts cash position, PTC reserves the right to debit your Linked Accounts for any difference between your Outstanding Balance and your new Credit Limit; in the event that debit(s) are unsuccessful, your account may go into collections, as defined in the [Cardholder Agreement Collection Escalation](#) policy.

You may request an increase in your Credit Limit by emailing Keep at support@trykeep.com. Such requests will be reviewed by Keep according to its underwriting policies, and Keep reserves the right to approve or deny your request.

5.2 Linked Accounts

PTC will use Financial Data from Linked Accounts to verify account balances and account information, identify spending patterns and potential fraud, determine and review Credit Limits, analyze and report transactions, and provide Services to you. You must maintain at least one Linked Account at all times and agree that Keep may directly debit any Linked Account for payment of amounts owed.

For full and comprehensive information about Linked Accounts, please refer to the [Linked Accounts Agreement](#), which can be found on the Keep [Website](#).

5.3 Setting Spend Limits

For all Cards, Administrators may set User-specific limits or controls through your Keep Account, but the aggregate Spend Limit for all Users may not exceed the Credit Limit established for Company.

6. Periodic Statements

You are responsible for payment in full of all Charges, Fees, and Fines. PTC will provide you Periodic Statements identifying Charges, Fees, Fines, refunds, any other Card transactions, or other amounts owed or credited to your Keep Account. Periodic Statements may be delivered daily, weekly, biweekly, monthly, or as otherwise described in materials PTC provides to you when you receive your Card or otherwise indicated by Notice to you. You must notify PTC promptly if you believe that there are any errors on your Periodic Statement, and submit any disputes or Chargebacks in accordance with this Agreement.

On the next Business Day following the end of each billing cycle, or as otherwise specified in your Periodic Statement, PTC will automatically debit your Primary Linked Account for all amounts owed as indicated on that Statement and still owed to PTC. If an automatic debit fails for any reason, we will attempt to debit your Primary Linked Account again, or your other Linked Accounts, for the amounts owed. You may make additional payments by logging in to your Keep Account.

For full and comprehensive information about Linked Accounts, please refer to the [Linked Accounts Agreement](#), which can be found on the Keep [Website](#).

7. Failure to Pay, Set Off, Collections

7.1 Failure to Pay

If you fail to pay the full amount owed on time, PTC may attempt to collect amounts owed from any Linked Account, whether or not it is your Primary Linked Account or is currently connected to your Keep

Account. PTC may collect partial payments for unpaid amounts from any Linked Account, but any partial payment is not a waiver of PTC's rights and will not satisfy your obligation to pay in full.

Any amounts owed may be set off, debited, or collected from amounts in any Keep Account that you hold jointly with a third party or open in the future even if your original Keep Account has been closed. PTC may exercise this right against Company or any of its respective successors or assigns, or any assignees for the benefit of your creditors, trustees, or receivers of Company assets. This right will exist even if PTC does not exercise it prior to the making, filing, or issuance of an arbitration demand, court order, or other action.

Any failure to pay the full amount owed to Keep when required is a breach of this Agreement and all terms, agreements, and policies incorporated by reference herein. You are responsible for all costs or expenses that PTC incurs in the process of collecting amounts owed but not timely paid, including legal or collections fees.

7.2 Collection Escalation Policy

Any failure to pay 100% of the Outstanding Balance of a Statement will result in a series of escalating communications, automated and non-automated, in order to recover all amounts owed.

PTC will attempt to notify you via the following channels, provided that PTC has your contact details and ability to notify you via the channel. The following escalation schedule will be utilized in relation to the number of Business Days a balance is outstanding:

Immediate Upon failure to withdraw funds from your Linked Accounts, Keep will immediately notify you in the following manner:

- Email
- Notification within Keep account
- SMS
- In-app push notifications

1-3 Days Reminders will be sent every 24 hours to you via:

- Email
- Notification within Keep account
- SMS
- In-app push notifications

After three days of non-payment, your Account and all associated Cards will be locked to prevent further transactions until payment is made in full.

4 Days An automated voice message will be sent to your primary phone number, communicating the situation and requirement of payment.

- 5-6 Days** Automated reminders will continue every 24 hours. In addition, an authorized Keep representative will reach out to you to assist you in making a payment in the following manner:
- Ask questions to discover the reason of non-payment
 - Schedule time to walk through account re-linking (if Linked Accounts are unlinked)
 - Schedule a time to make a manual payment
- 7 Days** Automated reminders will continue every 24 hours. In addition, an email reminder will be sent, detailing your obligations under this Agreement and all terms, agreements, and policies incorporated by reference herein.
- 8-9 Days** Automated reminders will continue every 24 hours.
- 10 Days** Automated reminders will continue every 24 hours.
- You will be notified by an authorized Keep representative that your Account is at risk of being sent to collections and that subsequent steps may include legal action in accordance with the fullest extent allowable under federal and provincial law. Notification will include calling and email.
- 11-13 Days** Automated reminders will continue every 24 hours.
- 14 Days** Authorized Keep representatives will make a last attempt at manual follow-up by phone and email with a clear indication that legal action will commence immediately.
- 15 Days** You will be notified by all available channels that your Account is being sent to collections. Outside legal counsel will serve a notice for commencement of legal action to the primary business address by registered mail.
- 16+ Days** Indefinite follow ups every 48 hours until legal proceedings are concluded or payment is made.

8. Changes to Fees

PTC will disclose Fees to you when you are approved for a Card. . PTC may update, add, or change Fees upon 30 days' Notice (though PTC may not provide prior Notice when we reduce any Fee). Notice will be provided to you via email for any fee changes. Fees PTC assesses may include periodic fees, fees for Card issuance or replacement, fees applicable to certain transactions, foreign transaction fees, usage fees, service fees, cash advance fees, fees for late payments, fees for failed payments or returned payments,

fees for misuse of the Services, or other fees PTC discloses to you. You are responsible for Fees in addition to Charges and Fines.

9. Credit Vouchers and Refunds

If a store or merchant issues a credit voucher or otherwise gives a refund to you, PTC will reduce your balance owing by the amount of the refund. However, if interest has been charged as a result of the transaction, PTC will not refund the interest.

If you use your Credit Card or your Account number for a transaction in a foreign currency, and the merchant gives you a credit voucher or refund, the two transactions (the charge and the credit) may not match exactly due to the daily exchange rate and currency fluctuations.

10. Problems with a Purchase

You are responsible for reviewing your Periodic Statements promptly and identifying any Charges that you believe are unauthorized or that you dispute.

If you and a merchant have a dispute regarding a Charge identified on your Periodic Statement, such as the delivery of incorrect goods or services or being charged the wrong amount, you should first attempt to resolve the dispute with the merchant. If the dispute is not resolved to your satisfaction or if you believe the Charge is unauthorized, you may initiate a Chargeback through your Account.

You understand that the Keep Corporate Credit Mastercard® is subject to Card Network rules regarding chargebacks. The Card Networks have established procedures for resolving Chargebacks that may require you to provide details of the disputed Charge or associated documentation.

Charges relating to disputed Charges and Chargebacks will be collected on the payment date if they are pending resolution as of the date that payment is due for the applicable Periodic Statement.

Chargebacks resolved in your favour will be credited to your Account on either the current or a future Periodic Statement. PTC may impose Fees, reduce your Credit Limit, or suspend access to your Account or the Services if you fail to pay Charges relating to Chargebacks that are pending resolution on the payment date.

11. Ownership of the Credit Card

PTC owns all Credit Cards issued on your Account. PTC has the right to cancel any Credit Card issued on your Account at any time. You must return all Credit Cards to PTC if PTC asks you to do so.

12. Assignment

PTC may, at any time, sell, transfer, or assign any or all of its rights under this Agreement. If PTC does so, PTC can share information concerning your Account with prospective purchasers, transferees, or assignees. In any such case, PTC will ensure that they are bound to respect your privacy rights in the same manner as PTC.

13. Notices, Monitoring, and Communication

Communications concerning your account will be made in accordance with Keep's [Electronic Communication Consent Agreement](#) and such agreement applies to any and all Communications or disclosures that PTC is legally required to provide to you.

Providing Information

You will, at all times, ensure that current, complete, and accurate Company Data and each User's Personal Data is maintained in your Keep Account.

PTC may require additional information from you at any time, including Company Data (such as copies of government-issued identification, business licenses, or other information related to your business) and Personal Data (such as copies of government-issued personal identification and proof of address) to verify Beneficial Owners or Control Persons, validate information you provided, verify the identity of Administrators or Users, or assess Company's financial condition and business risks.

Notification of Corporate and Business Changes

Company must, at all times, be duly organized and remain in good standing under the laws of its jurisdiction of organization.

You will promptly notify PTC in writing if any of the following occur:

- The nature of your business changes significantly
- There is a change of Beneficial Owners or Control Persons
- There is a material change in the control or ownership of your business (whether direct or indirect) or you transfer or sell 25% or more of your total assets
- There is a planned or anticipated liquidation or voluntary bankruptcy or insolvency proceeding
- You are party to a dispute or are involved in a regulatory proceeding in which claims are asserted that would, if sustained in a legal or regulatory proceeding or alternative dispute resolution forum, result in a material impact to Company's financial condition
- You receive a judgment, writ or warrant of attachment or execution, lien, or levy against 25% or more of your total assets
- You begin engaging in any Prohibited Activities or Restricted Activities

14. Amendments

PTC may amend this Agreement at any time. If PTC does amend this Agreement, PTC will let you know at least 30 days before the amendments come into effect. If your Credit Card or your Account number is used for a transaction or if any amount owing remains unpaid after this Agreement is amended, you will be deemed to have accepted the amendments PTC has made to this Agreement.

15. Limitations on PTC's Liability

PTC will not be liable to you for performing or failing to perform any obligation under this Agreement, unless PTC has acted in bad faith. Without limiting the foregoing, PTC will not be liable to you for delays or mistakes resulting from any circumstances beyond PTC's control, including, without limitation, acts of any governmental authority, national emergencies, pandemic, epidemic, public health emergency, communicable disease outbreak, insurrection, war, riots, failure of merchants to perform or provide services, failure of communication systems, or failures of or difficulties with PTC equipment or systems. Also without limiting the foregoing, PTC will not be liable to you for damages of any kind (including, any indirect, consequential, exemplary or special damages) for any delay, failure, or malfunction attributed to your equipment, any internet service, any payment system, any customer service function, or if your credit card or account number is not accepted or you are unable to access your account. In the event that PTC is held liable to you, you will only be entitled to recover your actual and direct damages. In no event will you be entitled to recover any indirect, consequential, exemplary, or special damages (whether in contract, tort, or otherwise), even if you have advised us of the possibility of such damages.

16. Cancelling This Agreement

PTC may decide to cancel this Agreement at any time without notifying you in advance. If PTC does cancel this Agreement, you must pay all amounts owing on your Account, stop using your Credit Card, and return your Credit Card to PTC. You may also cancel this Agreement by notifying PTC. PTC may require that any cancellation be made in writing. Until you pay PTC the total amount you owe on your Account, this Agreement will remain in full force and effect.

17. How to Contact Us

If you need help or have questions about your Account, please call Keep toll-free 1-866-460-5337 between the hours of 9:30 a.m. - 4:30 p.m. PST Monday - Friday during Business Days or email Keep at support@trykeep.com.

18. Issuing Bank Privacy Policy

18.1 Privacy Policy

By accepting or using the Credit Card, you consent to the collection, use, disclosure, and retention of your personal information by PTC and its service providers for purposes relating to your Application for the Credit Card and your use of the Credit Card and as otherwise described below. The collection of such personal information is necessary for the entering into and performance of this Agreement. Therefore, if you do not consent to the collection, use, disclosure, and retention of your personal information, you may not accept or use the Credit Card. As explained below, you may withdraw your consent at any time by cancelling your Credit Card and all related services from PTC. The restrictions and requirements described herein do not apply to information that is aggregated or otherwise anonymized and does not otherwise identify you.

PTC employs reasonable safeguards to protect personal information in its possession or control from loss, theft, alteration, and misuse. The safeguards employed by PTC to protect your personal information are commensurate with the sensitivity, amount, distribution, format, and storage of the personal information. Although technologies can make it easier for fraud to occur, PTC employs around-the-clock monitoring systems and controls to detect and prevent fraudulent activity. PTC also builds fraud prevention measures into its due diligence processes and regularly update PTC's fraud detection/prevention methods. While PTC takes precautions to protect your personal information from loss, theft, alteration, or misuse, no system or security measure is completely secure. Any transmission of your personal data is at your own risk and we expect that you will also use appropriate measures to protect your personal information. PTC maintains physical, electronic, and procedural security measures that comply with applicable law to safeguard personal information.

PTC and its service providers will collect information about you and Authorized Users (e.g. their name, address, telephone number and date of birth) when you accept a Credit Card and, if a Credit Card is issued to you, PTC and its service providers will collect information about you and Authorized Users and your use of the Credit Card and related services, including information about your Credit Card transactions (e.g. the date, amount and place of each transaction). PTC and its service providers will collect your Cardholder Information directly from you and from other sources, including third-party providers of identity verification, demographic, and fraud prevention services.

18.2 How PTC Uses, Retains, and Discloses Your Personal Information

PTC and its service providers will use, disclose and retain your Cardholder Information to process the issuance of your Credit Card (including to verify your identity) and, if a Credit Card is issued to you, to provide you with services relating to your Credit Card (including to administer your Card and to process your Credit Card transactions), to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce PTC's legal rights and for other purposes required or

permitted by applicable law. PTC will disclose your Cardholder Information to its service providers to assist PTC to provide services to you and to provide related services to PTC.

PTC maintains physical, electronic, and procedural security measures that comply with applicable law to safeguard Cardholder Information.

PTC and its service providers may use and store your Cardholder Information at facilities in various countries (including Canada and the United States of America). The personal information protection laws of those countries might be different from the laws of the jurisdiction in which you are located, and might permit courts, government, law enforcement and regulatory agencies and security authorities to access your Cardholder Information without notice. The laws on data protection in other jurisdictions, to which PTC may transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, PTC will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. **You hereby give your consent to such cross-border transfers (including to the United States) of such personal information to third parties for the purpose set out above.**

PTC will use and rely on your Cardholder Information to issue and administer your Card and provide related services. PTC and its service providers will rely on you to ensure that your Cardholder Information is accurate, complete, and up to date. You will promptly inform Keep of any changes to your Cardholder Information or if you discover any errors in your Cardholder Information by calling 1-866-460-5337 or emailing Keep at support@trykeep.com or with regards to requests to access information related to you that Keep has obtained. If such information is obtained from providers of identity verification data and demographic information, PTC will inform you of your right of access and rectification in relation to the file held by the personal information agent and will indicate to you the manner in which and the place where you may have access to the reports or recommendations and cause them to be rectified, where necessary.

PTC and its service providers may use your Cardholder Information (including your telephone and mobile phone numbers and your email addresses) to contact you, including by regular and electronic mail, telephone call (including by pre-recorded or artificial voice messages and automatic telephone dialing systems) and instant messaging, regarding your Credit Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

PTC and its service providers may monitor and record their communications and correspondence with you (including emails, online chats, and telephone calls) for quality assurance, staff training and legal compliance purposes. With your consent, PTC and its service providers may share this information for audit related purposes to ensure you are receiving the best possible customer service.

18.3 Other Uses of Your Personal Information

In addition to the foregoing, if you consent to a third party collecting and using your personal information (including Cardholder Information) for their own purposes (not as PTC's service provider), including to send marketing and promotional messages to you, then PTC will not have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by the third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by the third party.

Your Right to Access Your Personal Information

You may obtain access to the Cardholder Information PTC holds about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. **To request access to such information, to ask questions about PTC's privacy policies or to withdraw your consent to the collection, use and disclosure of your Cardholder Information and to cancel your Credit Card and all related services from PTC, contact PTC below.** If you withdraw your consent, PTC will continue to collect, use, disclose and retain your Cardholder Information, in accordance with applicable law, for as long as may be reasonably required to perform services relating to the cancellation of your Credit Card, to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce PTC's legal rights and for other purposes required or permitted by applicable law.

PTC's general personal information practices are described in PTC's privacy policy, as amended from time to time, available online at <http://www.peoplestrust.com/en/legal/privacy-security/privacy/>.

18. Third Party Claims

In the event PTC reimburses you for a refund claim you have made, or if PTC otherwise provides you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to PTC any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against or reimbursement from such third party for the amount that PTC paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited to you. If PTC does not exercise its rights under this section, PTC does not give up its rights to exercise them in the future.

19. Governing Law

This Cardholder Agreement will be governed and interpreted in accordance with the laws of the Province of British Columbia and the applicable laws of Canada. In the event of a dispute, you agree that the

courts in the Province of British Columbia shall be competent to hear such dispute and you agree to be bound by any judgment of that court.

Rewards Terms

Revised July 30, 2022

These Rewards Terms govern Company's participation in the Rewards Program and describe how Company may be eligible for, accrue, earn, redeem, and forfeit Points or Rewards. By opening and maintaining a Keep Account in good standing, Company is automatically enrolled in the Rewards Program.

We may update these Rewards Terms at any time by posting an updated version to our legal page at <https://trykeep.com/legal/rewards>. For example, we may:

- Change the eligibility of certain Keep Accounts or Programs for participation in the Rewards Program
- Change when, how, and under what conditions you may earn or redeem Rewards or Points
- Change Multipliers, including eligible categories and definitions of categories
- Limit accrual and redemption of Points, including through caps, fees, and expiration
- Restrict or exclude certain types of transactions, purchasing categories, and merchants from accrual of Points
- Change the availability of, eligibility for, and conditions applicable to Restricted Rewards, Tiers, Multipliers, Points, or any other aspect of the Rewards Program
- Terminate the Rewards Program

Available Rewards are subject to change at any time. You may only participate in the Rewards Program if you accept all of these Rewards Terms. These Rewards Terms are effective when you activate your Keep Account.

1. Defined Terms

The following Definitions apply to this Rewards Terms. Any definitions not stated here will take the meaning as detailed within the Keep Platform Agreement.

Multipliers means any promotion provided by Keep that applies one or more Point per dollar spent for specific types of transactions on Cards, as determined by Keep.

Points means a unit that may be accrued or earned in a manner defined by Keep and have no monetary value.

Restricted Rewards means any Reward that is available for a limited time, in a limited quantity, to a certain Rewards Tier, or otherwise in time, scope, or to a subset of Keep customers.

Rewards means Points, credit, or other benefits conferred by Keep through participation in the Rewards Program.

Rewards Program means the program offered by Keep as governed by these Rewards Terms.

Rewards Terms means these Keep Rewards Terms as amended from time to time.

Tier means a status designated by Keep that may include additional benefits, access to exclusive Rewards, or specific Multipliers.

2. Earning Rewards

2.1 Requirements and Eligibility for Participation

To participate in the Rewards Program, your Keep Account must be continuously in good standing, you must maintain a Linked Account, and all Users accruing or redeeming Points or Rewards on behalf of Company must be affiliated with Company (an “Authorized User”).

If your Keep Account is not in good standing for any reason, or we determine in our sole discretion that you are abusing, gaming, or misusing the Rewards Program or have otherwise violated our Platform Agreement or any of the terms, agreements, and policies incorporated by reference, you may be ineligible to accrue Points or earn or use Rewards, and you may forfeit any Rewards or Points previously earned or accrued.

Certain Keep Accounts may not be eligible to participate in the Rewards Program. We may update or change eligibility criteria, restrictions, and requirements at any time.

Available Rewards may vary based on the number or types of Services Company uses, Company’s industry and location, how long Company has been a Keep customer, and other factors determined in our sole discretion. We may otherwise condition, restrict or limit available Rewards in our sole discretion.

2.2 Accruing Points

You may accrue Points through use of the Services, including bona fide purchases with eligible Cards and other transactions that we specify from time to time. The specific Points you may accrue may be different depending on factors including the Services you use, the Rewards Tiers offered, and your eligibility. We may limit accrual and redemption of Points, including through caps, fees, and expiration.

Certain transactions may be excluded from accruing Points, including purchases of prepaid cards and cash equivalents, Fees and Fines on your Keep Account, transactions that are deemed fraudulent, disputed transactions or transactions subject to Chargebacks, and certain other non-Card payment

transactions. We may determine that a transaction type, or particular transaction, is excluded from eligibility for Points accrual at any time. Transactions on any Periodic Statement for which payment is delinquent or for which all or a portion of the balance remains outstanding for any reason, may not accrue Points. Points accrued during any statement period may only be awarded upon payment in full of amounts owed to Keep.

2.3 Reversals and Failure to Accrue

The accrual of Rewards or Points may be netted against transaction reversals (such as refunds or chargebacks) or where we determine, in our sole discretion, that the conditions required for accrual of Rewards or Points were not satisfied. If this results in a negative Rewards or Points balance, we may subtract a proportionate number of Points from existing Points balances or any future Points that would otherwise accrue to your Keep Account.

2.4 Rewards Tiers

We may establish Rewards Tiers with separate criteria for participation, and with distinct benefits, such as access to certain Restricted Rewards or different Rewards Multipliers. While we may publicize certain requirements for participation in a Rewards Tier, we will ultimately make independent evaluations as to whether Company qualifies for any given Rewards Tier. We may use any information that you provide to Keep, or that we have access to, when determining qualification for a Rewards Tier and we are under no obligation to disclose the factors taken into consideration when making our determination. Company's eligibility for a Rewards Tier may be changed at any time in our sole discretion. Please contact us if you believe that you qualify for a specific Rewards Tier.

2.5 Restricted Rewards

Restricted Rewards may only be available to a subset of Keep customers or in limited quantities, as we may offer Restricted Rewards during promotional periods from time to time. For example, a Restricted Reward may provide certain Users satisfying specific requirements the option to attend an event with a limited number of seats. Redemption of a Restricted Reward will depend on the conditions that must be satisfied prior to exhaustion or expiration. You are not guaranteed access to Restricted Rewards, even if the exact number of redemption options or requirements are not communicated to you.

3. Using Rewards

3.1 Points are not your Property

Points are not your property. Any Points accrued by Users will be reflected in Company's Keep Account in accordance with these Rewards Terms. Points may only be redeemed by Administrators, and no User is entitled to use any accrued Points other than as approved by an Administrator.

Rewards are not transferable to any third party or any other Keep Account, unless otherwise specified by Keep in any Rewards Program. Any non-permitted attempt to transfer Rewards is void and any Rewards or Points that you attempt to transfer may be forfeited.

3.2 Redeeming Rewards

We display Company's Rewards and redemption options in your Keep Account. Redemption options are subject to change. The value of Points will vary depending on how authorized Users elect to redeem them, or in Keep's sole discretion in accordance with these Rewards Terms.

We may limit use or redemption of Rewards or Points, to specific authorized Users or accounts. You are solely responsible for ensuring that any actions taken by Users to use or redeem Rewards do not violate Company policies or rules and any applicable industry practice, ethical obligations, or laws or regulations applicable to your specific business. We may redeem your points as a statement credit on your behalf in Keep's sole discretion in accordance with these Rewards Terms.

3.3 Redemption Ratios

We may change Points redemption ratios or revoke availability of redemption in our sole discretion with or without Notice.

3.4 Taxes

Company understands that it is responsible for determining and obtaining appropriate tax treatment for any Rewards it redeems, and Company is solely responsible for any taxes arising from or related to any earned Rewards. Keep will not report any income or earnings related to Rewards to a taxing authority, except where expressly required by law.

4. Losing Rewards

4.1 Disqualification

You may be disqualified from participating in the Rewards Program if at any time: (a) any payments you owe to Keep are past due, (b) any prior payments were late, (c) you misuse any Services, (d) you engage in self-dealing (such as using Cards to pay for products or services provided by Company, its affiliates, its Beneficial Owners, or other persons affiliated with Company), (e) you engage in other prohibited activities, breach of policies or other agreements with Keep, or (f) you attempt to or otherwise game or misuse Rewards, Points, or the Rewards Program. Where we determine, in our sole discretion, that Company no longer satisfies the requirements for participation in the Rewards Program, we may disqualify you and you may lose any Rewards or Points that you may have accrued.

4.2 Payment Failure, Delinquency, Suspension, or Termination

In the event of a (a) payment failure, (b) delinquency, (c) suspension, or (d) termination of your Keep Account, your accrued Rewards or Points may be forfeited, and we may freeze your ability to redeem Rewards. We may refuse any request to use Rewards or Points, or terminate your participation in the Rewards Program if your Keep Account is not in good standing, if any payments are past due, if your Keep Account has been terminated, or if you have otherwise breached any of your obligations under the Platform Agreement and applicable Programs. You may lose all accrued Rewards or Points when your account is terminated, either by you or us. If your Keep Account is delinquent, you do not accrue Rewards or Points.

If you do forfeit Points, we may allow you to regain these Points in our sole discretion, and we may require you to pay all amounts owed to us, or place other conditions for doing so.

5. General Provisions

5.1 Changes to these Rewards Terms

We may modify these Rewards Terms or provide another agreement governing your use of the Rewards or any portion of them by providing you Notice. Any waiver, modification, or indulgence that we provide to Company, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under these Rewards Terms for any other or future acts, events, or conditions. Further, any delay by Keep in enforcing our rights under these Rewards Terms does not constitute forfeiture of such rights.

5.2 Termination of the Rewards Program

Keep may terminate the Rewards Program or any Tiers at any time. If Company's Platform Agreement is terminated, these Rewards Terms will immediately terminate.

5.3 Other Legal Terms

Keep may assign, pledge, or otherwise transfer the administration of these Rewards Terms without providing Notice to you.

You release Keep from all liability for your use of Rewards and for your participation in the Rewards Program. Separately, you release Keep from liability for third party claims in accordance with these Rewards Terms.

Linked Accounts Agreement

Revised July 30, 2022

1. Defined Terms

The following Definitions apply to this Linked Accounts Agreement. Any definitions not stated here will take the meaning as detailed within the Keep Platform Agreement.

Financial Institution means a bank or an authorized foreign bank, as defined by the Bank Act.

Financial Institution Account means the Account associated with a bank or an authorized foreign bank, as defined by the Bank Act.

Onboarding means the process of configuring your Account once your Application has been approved.

Plaid means Plaid, Inc. P.O. Box 7777 #35278, Registered Office: San Francisco, CA 94120-7775.

2. Linked Accounts

2.1 Linking Your Linked Accounts

As part of the Application, you will be required to link your bank account(s) ("Linked Account") so that we may monitor account balances and account information, identify spending patterns and potential fraud, determine and review Credit Limits, analyze and report transactions, and provide Services to you.

A Linked Account must maintain an active connection with Plaid in order to remain "linked." An active connection means Plaid is able to access financial data, such as account balances and transactions, from your Linked Account. In the event that Plaid is unable to access such data from the Linked Account at the Financial Institution, the Account will be considered "unlinked," and therefore no longer a Linked Account.

You must maintain at least one Linked Account at all times and agree that Keep may directly debit any Linked Account for payment of amounts owed in accordance with our [Pre-Authorized Debit Agreement](#). You may change or update Linked Accounts through your Keep Account. Use of specific Services or features may also require Keep to access Company Data through Third-Party Services.

2.2 Primary Linked Account and Debits

During Onboarding, you will select a Primary Account. The Primary Account is the first account we will debit to pay for Charges, Fees, and Fines, as determined by your Periodic Statements. Selection of your Primary Account does not inhibit Keep's right to debit other Linked Accounts.

When you electronically sign our Pre-Authorized Debit Agreement, you provide us the right to debit any of the Linked Accounts for Charges, Fees, and Fines. Before the first debit on any Linked Account, we will provide you an electronic copy of your Pre-Authorized Debit Agreement for each Linked Account.

You must have one Linked Account assigned as the Primary Account at all times. Notwithstanding the foregoing, Keep holds the right to debit any of the Linked Accounts if the Primary Account cannot be debited or does not hold a sufficient balance to make payment in full, or for any other reason that prohibits Keep from taking payment in full from the Primary Account. Although you may request to change the Primary Account, we reserve the right to reject any such change to the Primary Account for any reason.

2.3 Removing a Linked Account

To remove a Linked Account from your Keep Account, you must provide us with 30 days' notice by phone at 1-866-460-5337 or through email at support@trykeep.com.

Removal of your Linked Accounts does not terminate the Keep Cardholder Agreement, Keep Platform Agreement, other Program Terms, or your obligation to pay all amounts owed under these or other terms entered into by you with Keep or its Issuing Bank. You are responsible for all costs of collections and damages ("Fines") if amounts owed are not paid in full by you when due.

2.4 Linked Account Disconnections

User Initiated Disconnect

In the event that an Authorized User disconnects Plaid from the Linked Accounts, thereby removing Keep's ability to monitor the Linked Accounts' cash position, you will be in breach of this Linked Accounts Agreement. Keep reserves the right to debit your account for all outstanding Charges, Fees, and Fines immediately, reduce your Credit Limit, and/or close your Keep Account.

Network Outages or Other Incidents

In the event that Plaid cannot access your Linked Accounts data due to a network outage or other incident, we reserve the right to increase or decrease your Credit Limit to prevent further Card spend. We may also debit your account for all Charges, Fees, and Fines.

3. Credit Limits

Assignment of Credit Limit

Your Credit Limit will be provided to you on the approval of your Application via the [Website](#). Company Credit Limits are set by Keep, at its sole discretion, using Company Data and other data available to Keep

including available funds and spending patterns, unbilled volume, financial projections, the nature and history of Company's business, and anticipated use of Cards. We may not disclose exact Credit Limits but may provide guidance identifying whether specific transactions or spend volumes may exceed any Credit Limits.

Change in Credit Limit

Credit Limits are dynamic and may be modified at any time with or without Notice to you, including temporary increases or decreases or reducing Credits Limits to \$0. We may attempt to provide notice to you if your Credit Limit decreases. If your Credit Limit experiences a decrease due to a change in your Linked Accounts cash position, we reserve the right to debit your Linked Accounts for any difference between your Outstanding Balance and your new Credit Limit; in the event that debit(s) are unsuccessful, your account may go into collections, as defined in our [Cardholder Agreement Collection Escalation](#) policy.

You may request an increase in your Credit Limit by emailing us at support@trykeep.com. Such requests will be reviewed by Keep according to our underwriting policies, and Keep reserves the right to approve or deny your request.

4. Payment Schedules

Assignment of Payment Schedule

Your Payment Schedule will be provided to you on the approval of your Application via the [Website](#). The Payment Schedule can be one of Daily, Weekly, Biweekly, or Monthly. Your Payment Schedule is subject to change at any time based on underwriting criteria established by Keep and will be determined by a number of factors including but not limited to:

- Number of Linked Accounts
- Data collected on Linked Accounts (e.g. cash balance, velocity of cash/transactions)
- Spend velocity on Cards
- Nature of transactions on Cards
- Nature of Company's business

Change in Payment Schedule

Payment Schedules are dynamic and may be modified at any time with or without Notice to you. We may attempt to provide notice to you if your Payment Schedule becomes more frequent (i.e. we change your Payment Schedule to a Weekly Payment Schedule from a Monthly Payment Schedule).

You may request a change in your Payment Schedule by emailing us at support@trykeep.com. Such requests will be reviewed by Keep according to our underwriting policies, and Keep reserves the right to approve or deny your request.

Payment and Statement Timing

On the next business day following the end of each billing cycle, or as otherwise specified in your Periodic Statement, Keep will automatically debit your Linked Accounts for all Charges, Fees, and Fines owed as indicated on that Statement.

Your Periodic Statement will be made available to you electronically via the Keep [Website](#) on the following day after your billing cycle closes.

5. Use of Plaid

We use Plaid to collect your Company Data from the Financial Institutions you use.

When you connect Keep to your account with a Financial Institution using Plaid by entering your account credentials, you (a) acknowledge and agree that Plaid's collection, use, and disclosure of your personal information is subject to Plaid's End User Privacy Policy; and (b) grant Keep and Plaid the right, power, and authority to use your account credentials to continuously access your account and to transmit to one another the personal information accessed from your account as is reasonably required until you close your Keep account.

Keep does not control how Plaid uses your personal information, and if you do not agree to the collection, use, or disclosure of your personal information described in Plaid's End User Privacy Policy, you may not open a Keep Account.

Keep will continuously monitor your Linked Accounts data multiple times per day in order to evaluate your account health according to our underwriting criteria and potentially change your Payment Schedule or Credit Limit as required when new data becomes available at our discretion.

6. Data and Privacy

By accepting the terms in this Linked Accounts Agreement or using the Keep Corporate Credit Mastercard®, you consent to the collection, use, disclosure and retention of your personal information by Keep and our service providers for purposes relating to your Application for and use of the Keep Corporate Credit Mastercard® and your use of our services in accordance with the [Keep Privacy Policy \(https://trykeep.com/legal/privacy\)](https://trykeep.com/legal/privacy).