

ZIONS BANCORPORATION, N.A. COMMERCIAL CARD PROGRAM

Master Agreement

This Commercial Card Program Master Agreement (the "**Agreement**") is dated as of August 30th 2022, between Weber County Corp

(individually and collectively hereafter, the "**Company**") and **Zions Bancorporation, N.A.** whose address is Attn: Commercial Card Department, 1 South Main Street, Salt Lake City, Utah 84133. Zions Bancorporation, N.A. ("**Bank**") is a single banking entity that operates through divisions, including: **Amegy Bank, California Bank & Trust, The Commerce Bank of Oregon, The Commerce Bank of Washington, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado, and Zions First National Bank.** The specific division through which Bank enters into this Agreement with Company is stated on the Cards and billing statements to be issued by Bank. For purposes of this Agreement, including any notices hereunder, the address for each Company or all Companies is 2380 Washington Blvd, Ste 350 Ogden, UT 84401.

RECITALS

WHEREAS, Bank is a member and licensee of Visa U.S.A., Inc. ("**Visa**") authorized to issue Visa credit cards bearing Visa logos and service marks, to open Visa accounts, and to offer Visa services and benefits as they may be made available; and

WHEREAS, Bank has developed a commercial card system composed of Visa credit cards, card-use controls, and specialty reports to facilitate purchases of and payments for business goods and services (the "**Program**"); and

WHEREAS, the Company desires to participate in the Program, subject to this Agreement, the Cardholder Agreement and any attached Exhibit(s);

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS. Unless the context requires otherwise:

"**Actual Annual Net Spend**" means Net Spend during the Contract Year.

"**Account**" means the Visa account of a Cardholder and/or the Company maintained with Bank.

"**Billing Cycle**" means a monthly period ending on the same day each calendar month. If that day is not a Business Day, the period ends on the preceding or next Business Day.

"**Business Day**" means any calendar day that Bank is open for conducting substantially all of its business, excluding Saturdays, Sundays or federal or state holidays.

"**Card**" means a Visa charge card issued by Bank pursuant to this Agreement. In some instances, "Card" can mean an Account number that is not embossed on any plastic card, or an Account number used without concurrent use of the plastic card upon which the number is embossed.

"**Card Cancellation Confirmation**" means a written statement, in form and substance satisfactory to Bank, identifying certain Cards by Account numbers and Cardholder names, and confirming (i) that the Company has retrieved and destroyed such Cards, or (ii) that the Company used reasonable efforts to retrieve such Cards but was unable to do so.

"**Cardholder**" means (i) an individual in whose name a Card is issued as authorized by the Company, and (ii) any other employee, officer, director, or person authorized by the Company or named Cardholder to use a Card or Account.

"**Cardholder Agreement**" means an agreement between Bank, the Company and a Cardholder, as amended from time to time, governing use of a Card. The Company acknowledges receipt of a copy of the Cardholder Agreement and accepts the terms thereof.

"**Consortium**" means the group of separate businesses within a similar industry who are participating in the use of a common Revenue Share Grid.

“Contract Year”: means a full twelve-month period beginning on January 1 and ending on December 31.

“Large Ticket” means a transaction that is classified “large ticket” by Visa under its rules and regulations in the calculation of interchange collected by Bank.

“Net Spend” means purchases and leases of goods and services on the account that are permitted by the Commercial Card Program Agreement, the Cardholder Agreement and applicable law. Cash advances are not included in Net Spend or Revenue Share calculations.

“Non-standard” means a transaction that is classified as “non-standard” by Visa under its rules and regulations in the calculation of interchange collected by Bank.

“Payment Frequency” means one of the following schedules, selected by the Company in advance, for paying accrued Transactions:

- **“Weekly”** means payment on the same four calendar dates each month, that are 6 to 8 days apart (e.g., the 4th, 11th, 18th and 25th);
- **“Twice-Monthly”** means payment on the same two calendar dates each month, that are 14 to 16 days apart (e.g., the 1st and 15th); and
- **“Monthly”** means payment on the same calendar date each month (e.g., 10th).

Note: Selection of a Weekly or Twice-Monthly Payment Frequency does not change the Billing Cycle (which remains monthly), the date on which monthly statement invoices are due (which remain due upon receipt), or the grace period before which invoices are delinquent and late fees incurred (which is specified in this Agreement’s Schedule of Fees).

“Pricing Assumptions” means range of values for Annual Net Spend and Payment Frequency listed on the horizontal and vertical axes of the Revenue Share Grid, and any other assumptions expressed on the Revenue Share Grid.

“Transaction” means a purchase, a cash advance, the use of a convenience check, or any other activity that debits an Account.

2. PROGRAM PARTICIPATION.

2.1 CARD ISSUANCE. Subject to the terms of this Agreement, Bank shall issue Cards to, and/or establish Accounts for, the Company and Cardholders with such capabilities as may be elected by the Company and agreed by Bank. For the issuance of Cards and Accounts

contemplated by this Agreement, Bank shall be the exclusive provider to the Company. The Cards so issued and/or the Accounts so opened shall be subject to the terms and conditions of the Cardholder Agreement.

The Company and Cardholders shall use the Cards and Accounts for business or commercial purposes only and not for personal, family, or household purposes. The Company shall instruct all Cardholders about this limitation and is responsible to monitor and require compliance with this restriction.

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 business entity and/or person who opens an account. What this means to you: When you open an account or apply for a loan, we will ask for your Federal Tax Identification Number, full legal name of your business, the physical address of your business, and other information that will allow us to identify you. We may also ask to see other identifying documents that will aid in confirming this information.

The Bank complies with applicable anti-money laundering laws, including screening customer names against Specially Designated Nationals (SDN) lists administered by the U.S. Treasury’s Office of Foreign Assets Control (OFAC). Company assumes the responsibility of requesting Cards only for persons that it has verified are not identified on the OFAC SDN list, and Company shall hold us harmless in the event we issue Cards Company requests to any such identified person.

2.1.1 JOINT AND SEVERAL LIABILITY WITH ALL OTHER COMPANIES. The credit facility provided by Bank under the Program and this Agreement is a single facility for the direct benefit of each and every undersigned Company. Each and every undersigned Company is jointly and severally liable and obligated for the entire indebtedness, and all of the covenants, warranties, representations, and other responsibilities incurred by, undertaken by, or imposed upon it or any one or more of the undersigned Companies under the Program, under this Agreement, or by law in connection with this Agreement.

2.1.2 JOINDER OF ADDITIONAL COMPANIES. Each undersigned Company hereby irrevocably consents to any affiliate of any one or more of the undersigned Companies hereafter becoming a party to this Agreement (and thereby becoming an “undersigned Company”) by signing a joinder hereto. A sample form of Joinder is attached to this Agreement. Each undersigned Company hereby waives any right to consent to, or object to, or receive notice of, any such joinder(s). The provisions of this Agreement, including but

not limited to those in the preceding section that establish joint and several liability among all the undersigned Companies, shall apply to each and every undersigned Company whether such Company executes this Agreement itself or subsequently executes a joinder hereto. Each Company acknowledges, agrees and represents that it is assuming material risk inherent in joint and several liability with future unnamed Companies. Each Company agrees to look solely to the other undersigned Companies, and not to Bank, for information regarding the identity, credit worthiness, credit limits and credit balances of all other undersigned Companies.

2.2 EMBOSSING. Bank shall prepare Cards bearing the Cardholder and/or Department names (or, if applicable, a description by make, model and vehicle identification number of the vehicle to which a Card is to be assigned). Company may elect for a fee to have the Company's name, trademark, or logo ("**Marks**") embossed on the Cards. Marks shall be supplied by Company in a form meeting Bank and Visa guidelines. The Company hereby grants to Bank a non-exclusive limited license to emboss the Marks in connection with the Program.

2.3 CARD DELIVERY. Bank may deliver Cards and/or related materials to the Company, or directly to the applicable Cardholders. Upon its receipt of any Card, the Company shall promptly deliver that Card to the named Cardholder, together with any related materials supplied by Bank. From time to time during this Agreement, Bank may recommend and/or implement security procedures regarding the custody and handling of Cards. The Company agrees to comply with such security procedures.

2.4 CREDIT LIMITS; CREDITWORTHINESS.

(a) Subject to the terms of this Agreement and the Cardholder Agreements, Bank shall authorize extensions of credit with respect to (i) each Card or Account up to a specified total dollar amount (the "**Account Credit Limit**"), and (ii) all Cards and Accounts up to a specified total dollar amount (the "**Aggregate Credit Limit**"). The Aggregate Credit Limit shall be a single total amount applicable to all of the undersigned Companies collectively, but Bank may also elect to also impose one or more sub-limits applicable to one or more individual Companies. The Companies must collectively and between themselves coordinate and manage their credit usage within the Aggregate Credit Limit and any sub-limits. In no event shall Bank be obligated to grant credit in excess of any applicable Credit Limit. Bank is entitled (but not obligated) to decline authorization of any Transaction that would result in any Credit Limit being exceeded. Transactions that have been authorized but not yet posted reduce the remaining credit available under the corresponding Credit Limits. Bank may at any time investigate (A) the creditworthiness of any proposed or

existing Cardholder, and (B) the financial condition of the Company, in connection with the issuance of Cards, maintenance of Accounts, and establishment of Credit Limits.

(b) Bank at any time may cancel or suspend the right of any Cardholder to use any Card or Account, or decline to issue or establish any Card or Account. As a result of its on-going evaluation of Cardholders and the Company's financial condition, Bank may increase or decrease any Account Credit Limit or the Aggregate Credit Limit, modify the times for payments, or require the provision of collateral or additional collateral. We credit payments to your Account on the day we receive them however, we reserve the right, based on risk, to delay the available credit resulting from those payments. Bank may suspend the rights of all Cardholders to use any Cards or Accounts if more than one percent of Accounts (by number or balances) are more than 30 days past due.

2.5 ISSUANCE, RENEWAL, REPLACEMENT AND CANCELLATION OF CARDS.

(a) Promptly after executing this Agreement, the Company will provide to Bank a written or electronically transmitted request (a "**Card Request**") listing each Cardholder to whom and each vehicle for which the Company wishes Bank to issue a Card or establish an Account. Card Requests shall be in a form approved by Bank, and include all information required by Bank, including at least (i) the name, business address, birth date and citizenship of each Cardholder. The Company may thereafter submit additional Card Requests for new Cards or Accounts. By submitting any Card Request, the Company represents to Bank that the information contained therein is consistent with the Company's own records concerning the listed Cardholders. All Card Requests shall be delivered to Bank in a secure encrypted or password protected format. Without Bank's prior written consent, the Company shall not submit a Card Request for any person whose Card privileges have previously been canceled.

(b) Unless Bank receives contrary written instructions from the Company with reasonable time to act thereon, and subject to Bank's rights under this Agreement, Bank shall replace each expiring Card with a replacement Card prior to the Card's expiration date.

(c) Each Cardholder must sign the Card issued to that Cardholder and is subject to the terms of any Cardholder Agreement.

(d) The Company shall immediately notify Bank, pursuant to Section 2.5(e) below, to cancel a Card or Account, or terminate the authority of a Cardholder to use a particular Card or Account, when:

(i) The Company or a Cardholder knows of or suspects the loss, theft or possible unauthorized use of a Card or Account. The Company shall not be liable for any unauthorized Transactions occurring on that Card or Account after the effective time of such notification.

(ii) The Company wishes to cancel a Card or Account, or to terminate the authority of any Cardholder to use a particular Card or Account. In such event, the Company shall not be liable for any unauthorized Transactions occurring on the Card or Account after the effective time of such notification; or

(iii) The Cardholder's employment or other relationship with the Company is voluntarily or involuntarily terminated. The Company shall not be liable for any unauthorized Transactions occurring on that Card or Account after the effective time of such notification. The Company will make its best efforts to retrieve and destroy the Cards of terminated employees.

(e) Each notice pursuant to Section 2.5(d)(i) shall be made by telephone (at 1-888-635-8342 or such other number as Bank may provide for such purpose). Each notice pursuant to Section 2.5(d)(ii) or (iii) shall be made by telephone at the preceding number or by electronic mail (at CommercialCard@zionsbancorp.com). Every notice pursuant to Section 2.5(d) shall specify (i) the relevant Cardholder's name, Account number, and last known home and business addresses and telephone numbers, and (ii) such other information as the Company shall deem appropriate or Bank shall reasonably request. The effective time of the Company's notification shall be when Bank receives such notification and makes the corresponding changes in its processing system (which changes shall be made promptly, taking into account the mode of transmission and time of receipt).

(f) The "effective time" of any notice provided under Section 2.5(d) shall not commence prior to Bank having a commercially reasonable time to implement that notice. Notices under Section 2.5(d) shall not cancel any Transaction then in process which Bank cannot reasonably cancel within the terms and conditions governing its handling of Cards and Accounts (including, without limitation, Visa rules and regulations).

2.6 TRANSACTION DATA, SECURITY PROCEDURES AND ACCOUNT MAINTENANCE.

(a) Through the electronic report tool made available by Bank ("**Electronic Reporting Tool**"), Bank shall provide the Company with password-protected daily access to Card and Account transaction data and other reports. Bank shall provide Company with online viewing, tracking and reporting of enrolled Vendors, pending payments, and completed

payments ("**VPA Online Tool**") if company elects to enroll in the Visa Payables Automation service ("**VPA Service**"). Reports to the Company, Company's use of the Electronic Reporting Tool, and the available features and functionality of the VPA Online Tool, are subject to change, and shall be provided in accordance with such manuals, training materials and other information as Bank or Visa shall provide from time to time.

(b) For the use of Electronic Reporting Tool and VPA Online Tool, the Company agrees to be bound by and follow the security procedures, terms, and conditions (the "**Security Procedures**") that Bank or Visa may adopt and revise from time to time upon notice to the Company, including the following:

(i) Electronic Reporting Tool and VPA Online Tool may be accessed solely through the use of a user identification code and password (collectively, the "**Access Code**"). Bank shall assign an initial Access Code to an individual authorized by the Company in the "Company Settings" section of this Agreement to create and disseminate additional Access Codes (such individual is referred to as the "**Primary Program Administrator**"). An authorized officer of the Company may in writing designate successor Primary Program Administrators.

(ii) The Company Primary Program Administrator shall (1) create and disseminate Access Codes to individuals designated by the Company as authorized to access and use Electronic Reporting Tool and VPA Online Tool (such individuals are referred to as "**Authorized Users**") and (2) designate additional Program Administrators within the Company. The Company shall be responsible for ensuring that each Program Administrator creates and disseminates Access Codes in accordance with Bank's Security Procedures.

(iii) The Company shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Program Administrator(s). Bank may conclusively presume that any access, transaction or business conducted using an Access Code emanates from a Program Administrator or Authorized User and is conducted in the Company's name for the Company's benefit. Any unauthorized use of an Access Code (except for unauthorized use by a Bank employee) shall be solely the responsibility of the Company.

(c) The Company may, from time to time and in accordance with guidelines established by Bank, perform certain account maintenance functions, including, without limitation, adjustment of Account Credit Limits and blocking of Visa Merchant Category Codes ("**MCCs**"). The Company, on behalf of itself and its affiliates, owners, directors, officers, employees, agents, and representatives (collectively, the "**Company Group**"), hereby releases and agrees to

indemnify and hold harmless Bank and Visa, their affiliates, and their respective directors, officers, employees, agents, and representatives (collectively, the **"Indemnified Group"**) from and against any loss, claim, damages, liability, cost, expense, action or cause of action whatsoever that any of them now have or may hereafter have against any member of the Indemnified Group, or to which any member of the Indemnified Group may become subject, arising out of or relating to (i) actions taken by Bank or Visa upon the instructions of any File, the Company, or any Program Administrator or Authorized User, or (ii) any maintenance activity performed by any member of the Company Group or any other person using a Company Access Code or other Company password.

(d) Through the VPA Service, Company can send Bank electronic files (**"Files"**) that list specified amounts that Company requests Bank to honor when charged by specified vendors (**"Vendors"**) to the Commercial Cards issued by Bank to Company. Bank will forward Company's Files to Visa. Visa or Bank will send a remittance notice to each Vendor by email (or other electronic communication, hereinafter **"email"**) when payment is ready to be made, and include a web link where that Vendor can obtain Company's Card number to charge (together with any supported associated data such as invoice numbers and invoice date).

(i) Bank may in its sole discretion make available to Company a feature whereby Visa or Bank will assign a temporary recyclable single-use card number to each individual transaction in a Company File. Bank may publish additional charges for the single-use number feature of the VPA Service.

(ii) Files shall be submitted by Company in such format, and with such detail, as Visa or Bank may from time to time specify. Visa or Bank may from time to time add or eliminate permissible or required data fields. The Company is solely responsible for generating its File, for sending and actual delivery of the File to Bank or Visa, and for the accuracy and completeness of that File, transmission and delivery.

(iii) Bank's and Visa's obligation to notify a Vendor when a payment is ready to be made shall be satisfied upon Visa or Bank sending a remittance notice by email to the address communicated to Visa or Bank by Company in the applicable File or interface. Thereafter, Bank and Visa have no responsibility for the actual delivery of the email remittance notice, for verifying actual receipt by the Vendor, for Vendor acting or failing to act upon that remittance notice.

(iv) Bank's or Visa's notification to Vendor that a payment is ready to be made shall NOT constitute an authorization of the charge or a guarantee that Company has available credit. A Vendor's effort to charge Company's card

after receiving a remittance notice is always subject to ordinary transaction authorization procedures and standards.

(v) Only creditors who are enrolled Vendors can be paid using the VPA Service. An **"enrolled"** Vendor is one who has agreed with Company to accept payment by Visa credit card and be included in Company's Files. If Company uses the VPA Online Tool to create Files, Company shall enter all enrolled Vendors into that web portal. Bank or Visa may at any time revoke or decline to accept the enrollment of any Vendor.

(vi) Bank may in its sole discretion make available to Company the Supplier Enablement feature of its VPA Service. The Supplier Enablement feature helps develop and implement a program to solicit the Company's suppliers to become enrolled Vendors. Bank may delegate performance of the Supplier Enablement feature (or any portion thereof) to Visa or other third parties.

(vii) To help the Company identify which of its Vendors accept Visa credit cards, and thereby help the Company increase its Net Spend under this Agreement, the Company may from time to time furnish Bank with lists containing the names, addresses, telephone numbers and related data of its Vendors (**"Vendor Lists"**). Company hereby authorizes and requests Bank to compare its Vendor Lists against Visa database of merchants who accept Visa cards. The Vendor List shall be confidential information under this Agreement, but the Company authorizes Bank's reasonable disclosure and use of that information to effect the terms of this Agreement.

Company requests and Bank agrees to report back to Company on which Vendors are identified by Visa as accepting Visa credit cards. Bank's reports back to the Company shall be confidential information under this Agreement. Unless Bank gives Company at least thirty (30) days prior written notice, Bank shall not charge for the service of receiving Vendor Lists and reporting back to the Company under this Agreement.

Company hereby authorizes Bank to contact Vendors for purposes of marketing Bank's products and services, primarily but not limited to merchant services (i.e., acceptance of bankcards). Company is not entitled to any compensation for Bank's use of the Vendor Lists, including instances in which Bank makes a sale by using the Vendor List.

Neither party warrants, or is under obligation to investigate, the accuracy or completeness of the lists that they provide to the other under this Agreement.

3. CARD AND ACCOUNT USE

3.1 AUTHORIZATIONS. Provided that a Transaction authorization is required, Bank shall use reasonable efforts to decline any (a) request for purchase authorization that falls outside the Company's permitted MCCs, and (b) Transaction that Bank believes is not authorized or in excess of any established transactional limits. The Company acknowledges, however, that authorizations and declinations are necessarily based on the accuracy of the Transaction data transmitted to Bank. Under no circumstances shall Bank be liable to the Cardholder or the Company (nor shall the Cardholder or the Company be relieved of any obligation to pay the amounts charged or advanced) if a Transaction is permitted on the basis of inaccurate or misleading data or other factors beyond the reasonable control of Bank.

3.2 USE OF CARDS. Each Transaction is subject to the terms and conditions of the Cardholder Agreement in effect at the time of the Transaction. Bank shall have no obligation or responsibility to the Company or any Cardholder if any merchant, entity or person refuses to honor a Card or Account. A Card or Account may be used only by the Cardholder to whom it is issued or who is otherwise authorized to use it, and may not be transferred to another Cardholder or any other person or entity.

Without limiting any of its other rights, Bank may decline any Transaction if: (a) any balance owed on that Account or owed by the Company on any other Account is past due, or (b) any other reason for declining a Transaction exists in this Agreement, in the Cardholder Agreement, in the operating regulations of Visa, or under applicable law. Bank will follow Visa rules and regulations with respect to disputed Transactions and chargebacks. Bank shall attempt to effect chargebacks to merchants in accordance with Visa procedures, but no chargebacks will be granted for theft or other fraud-related Transactions resulting from use of any Card on which no Cardholder's name is embossed.

3.3 OBLIGATIONS OF THE COMPANY. The Company shall make commercially reasonable efforts to (a) maintain a process ensuring timely and accurate reimbursement of all legitimate business expenses to Cardholders; (b) not exceed the Aggregate Credit Limit or permit Cardholders to exceed Account Credit Limits; and (c) ensure that Cardholders comply with Cardholder Agreements. Prior to expiration or termination of this Agreement for any reason, the Company shall make its best efforts to retrieve and destroy all Cards and provide Bank with a Card Cancellation Confirmation for all Cards.

3.4 EXPENSE REPORTING; DISCLOSURE OF ACCOUNT INFORMATION. At its discretion, the Company may instruct Bank to furnish specific Transaction data to third parties that provide expense reporting products or services to the Company. Solely for the purpose of facilitating the Company's expense reporting objectives, Bank shall transmit

the Transaction data, without representation or warranty, to such third parties identified in such instructions. Company is responsible for ensuring their third-party providers safeguard account information and promptly notify Bank of any third-party data breach. Bank, at its sole direction, may hold the Company liable for expenses or damages resulting from the Company or the Company's third-party providers experiencing a breach of card data, including but not limited to costs associated with re-issuing cards.

3.5 COMPANY OBLIGATIONS RELATING TO DISCLOSURE OF ACCOUNT INFORMATION. The Company shall clearly disclose to each of its Cardholders the extent, if any, to which Bank will provide Transaction and Account information to third parties pursuant to Section 3.4 above. Furthermore, the Company agrees not to issue or request Cards for individuals residing outside the United States without first obtaining approval from Bank. The Company, on behalf of the Company Group, hereby releases and agrees to indemnify and hold harmless each member of the Bank Group from and against any loss, claim, damages, liability, cost, expense, action or cause of action whatsoever that any Cardholder, any member of the Company Group, or any other third party may have against any member of the Bank Group, or to which any member of the Bank Group may become subject, arising out of or relating to the provision by Bank of Transaction or Account information to third parties pursuant to Section 3.4, or resulting from the issuance of Cards to individuals residing outside the United States.

4. LIABILITY FOR USE; COMPANY IS PRIMARY OBLIGOR.

(a) Regardless of any established credit limits, the Company agrees to perform when due all of its obligations hereunder, and pay all indebtedness, charges, fees and other amounts payable hereunder or in connection with each Account. The Company has full primary liability for all Transactions and other obligations. In addition to all indebtedness, obligations, charges, fees and other amounts payable under this Agreement or any Cardholder Agreement, Bank shall be entitled to collect all costs and expenses (including attorneys' fees) incurred in enforcing this Agreement.

(b) Any liability of any Cardholder for any Transaction or other amount shall be in addition to, and not in derogation of, Company's primary liability for all Transactions and other obligations. Company waives any defenses based upon any (i) exercise, delay or waiver of any right, power or remedy under any Cardholder Agreement, (ii) bankruptcy or similar proceedings, or any discharge, affecting a Cardholder, the Company or others, (iii) modification of any Cardholder Agreement, (iv) settlement with or release of any Cardholder, (v) any invalidity or unenforceability of any Cardholder's liability, and/or (vi) action, inaction or circumstance (with or

without the Company's notice, knowledge or consent) that varies the Company's risks or might otherwise legally or equitably discharge of a surety or guarantor.

(c) Except for notices expressly required by this Agreement, the Company waives all demand, presentment, protest, notices thereof, notice of dishonor, and all other notices or formalities as conditions to collection or enforcement of any obligation. The Company also waives notice of the existence, creation or occurrence of new or additional obligations of Cardholders.

(d) Bank shall issue either combined invoices directly to the Company, or individual invoices to each Cardholder, in the manner stated in subsections (d)(i) or (d)(ii), as applicable. The Company's initial choice of either "Combined Invoicing" or "Cardholder Invoicing" is specified in the "Company Settings" sections immediately above the parties' execution of this Agreement.

(i) "**Combined Invoicing.**" Unless the Company and Bank agree to use Cardholder Invoicing, then Bank shall issue a single monthly invoice to the Company for all Transactions and other obligations hereunder. Payment by the Company is due in full upon receipt of the invoice. Late fees apply after the grace period stated in Bank's fee schedule.

(ii) "**Cardholder Invoicing.**" If the Company selects this billing option and Bank agrees in implementing it, all Transactions and fees (as outlined in the Fee Schedule) attributable to an individual Cardholder's account will be invoiced in a monthly statement sent directly to that Cardholder. Each Cardholder's invoice is due in full upon receipt. Late fees apply after the grace period stated in Bank's fee schedule. Any Cardholder account that is not paid in full within fifty-five (55) days of its statement date may be immediately suspended without notice in Bank's discretion until the current and past due balances are paid in full. Any Cardholder account that is not paid in full within sixty (60) days of its statement date shall then be immediately due and payable in full, together with late charges, by the Company. Bank is hereby authorized (but not obligated) to electronically debit any deposit account that Company has enrolled in Bank's automatic payment service for the full amount of any Cardholder account that is not paid in full within sixty (60) days of its statement date. Bank may also at any time exercise its offset rights against any Company deposit account maintained at Bank as allowed by the deposit account agreement or by law.

(e) All payments shall be made in U.S. dollars.

(f) All charges will be posted to Accounts in U.S. Dollars. Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Visa (or its

affiliates), using its then current currency conversion procedures and charges. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Card or Account is used.

(g) If the Company believes its invoice contains charges for which it is not liable, it must (i) submit documentary evidence in a form satisfactory to Bank, and (ii) submit any documentation and take any actions required by Visa in connection with its Company liability waiver program (if such coverage is available).

(h) If Company elects and Bank agrees to add Cash Advance capabilities so that Cardholders may obtain cash advances for business or commercial purposes, Bank shall provide such access through participating Automated Teller Machine ("**ATM**") networks and Visa member offices. Bank may establish predetermined cash advance limits for each Cardholder as agreed by Bank and the Company. Bank may refuse cash advance access to any Cardholder in its sole discretion. The cash advance feature may be disabled by the Company upon written notice to Bank, or anytime at the discretion of Bank.

5. FEES. The Company agrees to pay all applicable fees set forth in the bank's fee schedule, as published and adjusted from time to time. Any fee schedule attached hereto is subject to change. Updated fee schedule publications will be sent by regular U.S. Mail (or, if the parties have entered into an agreement so permitting, by electronic mail). Fees incurred will be included in the billing statement for the Billing Cycle in which they accrued, or be invoiced, or be deducted from any accrued revenue share or other incentive payments.

6. TERM. This Agreement shall have an initial term (the "**Initial Term**") of three years beginning on the date hereof, and shall renew automatically for successive one-year terms (each a "**Renewal Term**") unless written notice of termination is given by a party at least 90 days prior to the end of the Initial Term or any Renewal Term. In addition, any party may terminate this Agreement for convenience at any time upon 90 days' prior written notice. Any Transactions and other obligations already existing, even if contingent or unmatured at the time of termination, shall remain owing and governed by this Agreement and the Cardholder Agreement. In the event of termination by fewer than all of the undersigned Companies, Bank may in its discretion choose to terminate this Agreement as to the remainder of the individual Companies, but such termination of the Agreement shall be deemed termination by the Companies.

Any future joinder by an additional Company shall be for the remainder of the Initial Term or Renewal Term already in effect.

7. DEFAULT. As used herein, "**Default**" includes: (i) the Company failing to remit any payment to Bank when and as required by this Agreement; (ii) either party breaching any other term of this Agreement, or any other agreement between them, unless that breach is cured within 15 days of written notice specifying the breach; (iii) any representation of fact by the Company in this Agreement or in any financial information it provided to Bank being materially incorrect or misleading when made; (iv) either party filing or suffering a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution or other similar proceedings, or making any assignment for the benefit of creditors; (v) the Company suffering any adverse judgment, order or award, or suffering any other event, having a material adverse impact on its financial condition, its ability to perform its obligations under this Agreement, or the possession or control of its assets; (vi) any direct or indirect change in control of, or material change in ownership of, the Company (including any act to consolidate or merge, or to sell a substantial portion of its assets); (vii) either party's insolvency or dissolution; (viii) default by the Company under any material debt owed to any Bank subsidiary, affiliate or any other Bank-related entity; and (ix) fraudulent or other unauthorized use of Cards or Accounts, or credit losses with respect thereto, that exceed Bank's operating tolerances.

8. REMEDIES; DAMAGES.

(a) Either party may terminate this Agreement upon Default by the other party. Except for remedies expressly provided herein, termination will be a party's sole remedy for breach of this Agreement. In no event, however, shall termination or expiration release or discharge Company from its duty to pay all amounts otherwise payable under this Agreement.

(b) In lieu of immediate termination, Bank, in its sole discretion, may suspend its services and obligations hereunder, or may shorten the Billing Cycle, until Bank is satisfied that the Company's Default has been cured. By forbearing from immediate termination, Bank shall not waive its continuing right, as a result of the Default or otherwise, to proceed with termination.

(c) A breaching party shall be liable only for actual direct damages caused by its breach of this Agreement or a Cardholder Agreement, or by its gross negligence or willful misconduct. In no event, whether in contract, tort, strict liability or any other form of action, shall either party be liable for any punitive, exemplary, special, indirect or consequential damages (including, without limitation, costs to develop and implement the Program, or lost revenues, profits, or economic advantage) arising from, in connection with or relating to any performance or nonperformance under this Agreement or the Program, even if that party knew or was advised of the likelihood of such damages. Each party hereby releases and waives all present and future claims

against the other for such excluded damages. Without limiting the foregoing generality of this section, Bank shall not be liable for any damages of any kind, no matter what the cause or nature, that arise, occur or result from: (i) the Company using Java applets or other Java applications, (ii) the Company's opening ports on its firewalls, or (iii) problems with or defects in equipment, software or services not provided by Bank.

(d) In addition to all its other rights, upon Default by Company, or upon Bank deeming itself insecure, Bank may accelerate and demand payment of, and may set off against any liabilities, the total balance of monies owed to Bank by Company in any capacity.

(e) In the event of default or breach by any undersigned Company, Bank may exercise its remedies against any one or more undersigned Company before, simultaneously with, or after exercising any remedies against the Company in default or breach. No exercise of remedies against fewer than all of the undersigned Companies shall discharge any undersigned Company.

9. COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

Effective upon the opening of the Account, and continuing until termination of this Agreement and satisfaction of all obligations of Company hereunder, the Company covenants, represents, and warrants that this Agreement constitutes its legal, valid, binding and enforceable agreement, and that execution and performance of this Agreement do not breach any agreement of such party with any third party, or any duty arising in law or equity, and do not violate any law, rule or regulation applicable to it.

(a) Legal Status: Company, whether it is a corporation, partnership, limited liability company, sole proprietorship, or other type of business entity or organization, is in good standing and duly qualified to do business in each jurisdiction where it conducts its business and has the full power and authority to carry on its business as presently conducted.

(b) Authority to Enter into Card Agreement: Company has full power and authority to enter into and perform all obligations under this Agreement, and Company has been duly authorized to do so by all necessary organizational action.

(c) No Conflict with Other Documents: Company's entering into and performing all obligations under this Agreement are not inconsistent with any of Company's governing documents, and do not and will not contravene any provision of or constitute a default under any indenture, mortgage, contract, or other instrument to which Company is a party or by which Company is bound.

(d) **Accurate Information:** All information that Company has provided and will provide at any time in the future is and will be accurate, and the Company's Chief Financial Officer or Operating Officer (or other person with equivalent knowledge and responsibility regardless of that person's title) will certify the accuracy of such information on request.

(e) **Further Assistance:** At the Bank's request, Company shall deliver, in a form acceptable to the Bank, any legal documents, financial statements, or information. The Company shall also promptly notify the Bank of any significant change in its business or other development that has or may have a material adverse effect on Company's business.

10. CHANGES. Except for changes which are expressly permitted to be made solely by Bank, this Agreement may be changed only by (a) written agreement signed by both parties, or (b) upon ninety (90) days' prior written notice of amendment by Bank, provided, however, that the Company may reject the amendment by notifying Bank during such 90-day notice period that Company is terminating this Agreement for convenience under Section 6 (in which case the termination shall be effective on the 90th day following Bank's notice of the amendment).

Subject to applicable law, changes to any Cardholder Agreement shall be effective immediately upon written notice to the Cardholder or such later date as specified in that notice. If Company rejects Bank's announced change to the Cardholder Agreement with respect to fewer than all Cards and Accounts, then Company must notify Bank to terminate those Cards and Accounts by the date the rejected change was scheduled to be effective. If the Company rejects Bank's announced change to the Cardholder Agreement with respect to all Cards and Accounts, then Company must (a) notify Bank to terminate all Cards and Accounts by the date the rejected change was scheduled to be effective, and (b) terminate this Agreement pursuant to Section 6 hereof. Any use of a Card or Account after the date that a rejected change was scheduled to be effective shall constitute acceptance of the change for that Card and Account.

11. FINANCIAL STATEMENTS; NOTICE OF BOND

RATING CHANGE. The Company shall furnish Bank with copies of its consolidated audited financial statements, including annual income statement and balance sheet, prepared in accordance with GAAP, consistently applied, as soon as available and no later than ninety days after the end of each fiscal year. The Company shall provide such other current financial information as Bank may request from time to time. If applicable, the Company will notify Bank within five Business Days of any change in the Company's bond rating.

12. ASSIGNMENT. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns; provided, that the Company may not assign this Agreement or any interest, payment, or rights hereunder without the prior written consent of Bank.

13. FORCE MAJEURE. If a party is rendered wholly or partly unable to perform its duties under this Agreement (other than a payment obligation) by a force outside its control (e.g., act of God, war, fire, flood, act of governmental authority, strike, civil disturbance, or breakdown of telephone, computer or automated mailing equipment), or if Bank is notified by state or federal regulators or by Visa that any aspect of the Program or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, that party shall give prompt written notice of that fact. The affected obligations of the notifying party shall be suspended without causing a breach or Default so long as that party remains unable to perform for that reason. The notifying party shall exercise reasonable efforts to timely resume performance.

14. ENTIRE AGREEMENT. This Agreement contains the parties' entire understanding on the subject matters herein, and supersedes all prior discussions, representations and agreements. The Cardholder Agreement, and all attached exhibits and addenda are incorporated by this reference.

15. SEVERABILITY AND WAIVER. If any portion of this Agreement is stricken as invalid, the remaining portions shall remain in full force and effect. Failure of either party to exercise any of its rights in a particular instance shall not be construed as a waiver of those rights or any other rights for any purpose.

16. CHOICE OF LAW; JURISDICTION; WAIVER OF JURY.

This Agreement is made in, and all credit is extended from, the State of Utah. This Agreement shall be governed by and construed under the substantive laws of the State of Utah and applicable federal law. Company consents to the personal jurisdiction of the state and federal courts and arbitrators located in the State of Utah, hereby waives any right to personal service of any process in connection with any action or arbitration, and hereby agrees that service may be made by registered or certified mail addressed to the Company at the address first set forth above. The parties hereby waive any right to a trial by jury.

17. SURVIVAL. Sections 4, 5, 8, 9, 12, 15, 16, 18, 21, 22, 23 and 24 shall survive the termination or expiration of this Agreement.

18. CONFIDENTIALITY. All information furnished by either party in connection with this Agreement, the Program, or Transactions there under shall be kept confidential and used by the other party only in such connection, except to the

extent such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, banking regulators, or any other governmental agencies, or (d) is reasonably believed to be required by law to be disclosed and notice of such disclosure is given (or notice is reasonably believed to be legally prohibited) by the disclosing party. Notice under (d), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Each party shall advise all employees, consultants, agents and other representatives (collectively, "**Representatives**") who will have access to confidential information about these obligations. A party shall disclose confidential information only to its Representatives involved in this Agreement, the Program, or the Transactions. Upon termination of this Agreement, each party shall promptly return to the other party all copies of documents or extracts containing confidential information; provided, that each party may retain file copies of materials it deems necessary solely for archival purposes.

19. NAME AND TRADEMARK. Except as otherwise provided herein, neither party shall use the name or logo of the other party without its written consent.

20. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between Bank and the Company. To the extent either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor.

21. NOTICES. Except as provided in Section 2.5(d) and (e), any notice by the Company to Bank under this Agreement shall be in writing and delivered (A) personally, (B) by nationally-recognized overnight delivery service, or by prepaid registered or certified mail, addressed to the address first set forth above, or (C) by email to CommercialCard@zionsbancorp.com (which shall be deemed "written"). Notice to Bank is deemed delivered on (i) the date of personal service, (ii) the Business Day after timely deposit for overnight delivery, (iii) three Business Days after deposit in the U.S. Mail, or (iv) the Business Day on which such email is received by Bank's email server, unless received after Bank's normal business hours in which case it shall be deemed received at the opening of the next Business Day. In each case, Bank shall have a commercially reasonable time to act upon any notice received.

Any notice by the Bank to Company required to be written under this Agreement shall be delivered (1) personally, (2) by nationally-recognized overnight delivery service, or by prepaid registered or certified mail, (3) by email to

Company's email address, or (4) by posting such notice in the Electronic Reporting Tool. Notice by email or Electronic Reporting Tool is deemed "written." Bank may use such street, mailing or email addresses as appear in the Company's profile in the Electronic Reporting Tool. Notice to the Company is deemed delivered on (a) the date of personal service, (b) the Business Day after timely deposit for overnight delivery, (c) three Business Days after deposit in the U.S. Mail, (d) the Business Day on which such email is sent by Bank, unless sent after the Company's normal business hours in which case it shall be deemed received at the opening of the next Business Day, or (e) on the second full Business Day after such notice is posted in the Electronic Reporting Tool. Company appoints its Program Administrator(s) as authorized agent for receiving any notice under this Agreement. The Company is responsible for updating Bank with any changes in its mailing, street, email address and Program Administrator(s) as they appear in Company's profile in the Electronic Reporting Tool.

22. VISA FEE ADJUSTMENTS. In the event that there is a change deemed by Bank to be material in the way Bank is compensated by Visa, Bank may seek to re-negotiate the financial terms of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then Bank at its option may (a) allow this Agreement to remain in effect without any such adjustment, or (b) terminate this Agreement upon ten days' written notice to the Company.

23. WAIVER OF CLAIMS. The company (i) represents that as of the date hereof, it and its affiliates have no defenses to or setoffs against any indebtedness or other obligations owing to bank or its affiliates (the "**Obligations**"), nor claims against bank or its affiliates for any matter whatsoever, related or unrelated to the obligations, and (ii) releases bank and its affiliates from all claims, causes of action, and costs, in law or equity, existing as of the date of this agreement which company or its affiliates has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the obligations, including the subject matter of this agreement. The foregoing release does not apply, however, to claims for Bank's future performance of express contractual obligations that mature after the date hereof that are owing to the undersigned by lender or its affiliates.

24. CROSS-COLLATERALIZATION. All present and future liabilities and obligations of the Company under this Agreement (including any renewals, modifications or substitutions hereof) are hereby secured and cross-collateralized by all security interests in personal property collateral that are heretofore or hereafter granted by the Company to secure any other present or future liability or obligation to Bank or any of its subsidiaries, affiliates or any

other bank-related entities. The foregoing grant to secure this Agreement shall be under the same terms, include the same remedies, and extend to the same personal property collateral, as are set forth in the instruments granting the security interests to secure the Company's other liability or obligation.

25. DISPUTE RESOLUTION. As used in this section, the word "**Dispute**" means any claim, cause of action, dispute or other controversy between the Company and Bank that arises under or in connection with this Agreement, the Cardholder Agreement, any Card, any Account, any Transaction, or any indebtedness, obligation or liability thereunder or relating thereof.

Any Dispute between Bank and Company shall be resolved in the manner for resolving disputes that is set forth in the dispute resolution provisions of the Cardholder Agreement. Bank and Company hereby incorporate the dispute resolution provisions set forth in the Cardholder Agreement, as amended from time to time, as if those provisions were fully set forth in this Agreement.

Any amendment to the Cardholder Agreement's dispute resolution provisions that may be made from time to time shall be deemed automatically incorporated into and made a part of this Agreement. The Company hereby acknowledges receipt of the current Cardholder Agreement, and represents that it has reviewed and accepts the Cardholder Agreement (including its dispute resolution provisions), including without limitation any Jury Waiver, Class Action Waiver, Arbitration and/or Judicial Reference provision.

The Company may prevent any amendment to the Cardholder Agreement's dispute resolution provisions from being incorporated into this Agreement by delivering notice to Bank (during the notice period for that amendment) stating that the Company is exercising its right to terminate this Agreement for convenience. Such termination of this Agreement shall be effective ninety (90) days after Bank provides notice of the amendment.

For the subject matter of this Agreement only, this Dispute Resolution Section supersedes and replaces any other "Jury Waiver," "Class Action Waiver," "Arbitration," "Judicial Reference," "Dispute Resolution," or similar alternative dispute agreement or provision between or among the parties.

26. AUTOMATIC CREDIT CARD PAYMENTS

AUTHORIZATION AND AGREEMENT. Company hereby requests and authorizes Bank to make automatic payments to the Account by debiting the deposit account identified (the "**Deposit Account**") in the "Company Settings" section of this Agreement, and make any correcting debits and credits.

(a) Company hereby represents and warrants that the Deposit Account is a business account and not a consumer deposit account, confirms it is the direct owner of the Deposit Account, and agrees to maintain sufficient available funds in the Deposit Account to cover all debits. Nothing herein shall require Bank to honor any debit that would cause an overdraft in a Deposit Account. All payments posted are provisional until the debit to the Deposit Account settles. If any debit is returned or revoked for any reason, then (i) any posting of that debit as a payment will be reversed, (ii) return fees may be incurred, and (iii) late charges may be incurred. Bank need not attempt to resubmit any returned debit.

(b) If a selected payment date is not a Business Day, then the Deposit Account will be debited on the following Business Day. A payment shall be credited to the Account as of the selected payment date, but the posting to the Account may not appear until 1 Business Day thereafter. Posting to the Deposit Account may not appear until five (5) Business Days after it is debited.

(c) Company may cancel this enrollment by notifying Bank orally or in writing (received by Bank) at least three (3) business days prior to the scheduled debit transaction date. Bank may be notified by calling 888-635-8342 or by writing to CommercialCard@zionsbancorp.com. Stopping any one preauthorized debit will result in Bank cancelling this enrollment in the automatic payment service, and automatic payments shall not continue without re-enrollment.

(d) Enrollment in automatic payment does not amend the terms of any cardholder agreement, any agreement governing the Deposit Account, any overdraft protection agreement, or any fee schedule (including fees for insufficient funds, returned transactions or overdraft transactions).

(e) Bank may cancel or suspend the automatic payment program, or Company's or Cardholder's enrollment in the automatic payment service, without cause by sending 21 days' prior notice. Bank can also cancel enrollment in the automatic payment service without prior notice if (i) Bank receives notice that the designated Deposit Account is closed, (ii) Bank's debits to that Deposit Account are returned unpaid on two successive attempts for any reason (for example, due to insufficient funds), (iii) Bank has reason to believe that Company might not be authorized to make payments from that Deposit Account, or (iv) other legal cause such as Company's material breach of these terms and conditions or other agreements with Bank.

27. REVENUE SHARE. For each Contract Year, Bank shall pay to the Company a percentage of the Company's Net Spend (the "**Revenue Share**"), calculated in accordance with the following terms and the attached revenue share grid (the "**Revenue Share Grid**"). The Revenue Share is calculated annually or quarterly and is payable within 60 days

after the end of each Contract Year or Contract Year Quarter (or the first Business Day thereafter).

(a) If Company is participating in a Consortium, the applicable percentage shall be determined by the Consortium's total Net Spend during the Contract Year in accordance with the Revenue Share Grid that Bank publishes for the Consortium for that Contract Year. The Net Spend for any Consortium participant whose program agreement is terminated prior to the end of a Contract Year shall be excluded from the Consortium's total Net Spend for that Contract Year. The Revenue Share Grid for any Contract Year shall be published by January 31 of that Contract Year. The initial Revenue Share Grid for the current Contract Year is attached.

(b) If this Agreement is terminated prior to the end of a Contract Year, the actual Net Spend for the elapsed portion of that Contract Year shall be annualized solely for the purpose of determining, in accordance with the Revenue Share Grid, the percentage to be applied to that Contract Year's actual Net Spend; provided, however, that no Revenue Share shall be paid if this Agreement was terminated by the Company for convenience, or terminated by Bank due to the Company's default. (If the Company is participating in a Consortium and this Agreement is terminated prior to the end of a Contract Year, no revenue share will be paid to the Company for that Contract Year.)

(c) If the Company is delinquent under this Agreement or any other agreement with Bank or Bank's affiliates, Bank may withhold delivery of the Revenue Share, or offset or otherwise apply the Revenue Share to such delinquent obligation. If during any Contract Year the Company has a history of delinquency in its obligations under this Agreement, then Bank in its sole discretion may elect not to pay any Revenue Share for that Contract Year.

(d) Variances. The Revenue Share is calculated based upon the Pricing Assumptions that are listed in the Revenue Share Grid. If Bank in its sole discretion determines that an amount or value actually experienced during a prior twelve consecutive month period materially and adversely varied from the Pricing Assumptions, then Bank shall have the right to ratably adjust the Revenue Share for the remaining term of this Agreement to compensate for that variance.

(e) Interchange Decrease. The Revenue Share is based upon amounts called "interchange fees" that Bank is presently entitled to receive through the Visa network and retain for itself based on spend by cardholders. In the event that the calculation of interchange fees which Bank can receive and retain is hereafter decreased for any reason (including but not limited to limitations pursuant to statute, regulation or regulatory direction, judicial decision, or changes in Visa or other network rules), then Bank shall be

entitled to adjust in its sole discretion the percentages in the Revenue Share Grid to compensate for its resulting decreased revenue.

The adjusted Revenue Share Grid shall be effective for all Net Spend which occurs on or after the date that the decrease in interchange fees becomes effective as against Bank. If the Company rejects Bank's adjustment of the Revenue Share Grid, then within thirty (30) days of being notified of the adjustment, the Company may elect to terminate this Agreement for convenience by providing thirty (30) day's prior written notice. If the Company terminates this Agreement under this paragraph, the Company's sole compensation shall be the Revenue Share calculated in the manner provided above, as if this Agreement had been terminated on the date that the decrease in interchange fees to Bank became effective.

(f) Payment Frequency. Company shall select an initial automatic Payment Frequency schedule of "Weekly," "Twice-Monthly" or "Monthly" in the "Company Settings" section of this agreement. If Company does not enroll in automatic payments, then its payment frequency is Monthly. Company can change that designation upon 21 days' prior notice to Bank. If Company decreases its selected frequency, the lower percentage that is set forth in the Revenue Share Grid for the lesser frequency that is in effect at the end of the Contract Year shall be applied to calculate the Revenue Share. If the Company increases its selected frequency, then Bank may in its sole discretion apply (i) the higher percentage set forth in the Revenue Share Grid for the higher frequency that is in effect at the end of the Contract Year, or (ii) such lesser percentage as it determines to have predominated during that Contract Year.

(g) In the event there are multiple undersigned Companies, at the time of executing this Agreement or by subsequent joinder, Bank will calculate a single total Revenue Share payment amount for all of the Companies as a whole, and will not make any sub-calculation for individual Companies. Bank may pay the entire Revenue Share amount to any one Company, and said Company shall receive the Revenue Share for the benefit of all the Companies, and the Companies themselves shall then be solely responsible for redistributing the Revenue Share between themselves on whatever basis the Companies determine between themselves. Each Company shall hold Bank harmless from any claim by any Company to any Revenue Share amount by Bank to a Company.

(h) Quarterly Revenue Share. If Bank has agreed to pay Revenue Share quarterly, Bank shall select the applicable Revenue Share percentage from the Payment Grid by annualizing the Contract Year Net Spend through the end of the preceding quarter. In estimating the Revenue Share earned for the Contract Year, Bank shall consider the

percentage stated in the Revenue Share Grid for the Company's current Payment Frequency. Quarterly Revenue Share payments will be net of any prior payments made for the same Contract Year.

28. COMPANY SETTINGS. Company selects the following settings for its account. Settings for additional billing accounts, and changes to these selections, may be submitted to CommercialCard@zionsbancorp.com by the Primary Program Administrator or an authorized officer of the Company. Bank may require such settings and changes to be confirmed in a manner acceptable to Bank.

In Process

Primary Program Administrator (PA):

Full Name: Jason Horne

Email Address: jhorne@webercountyutah.gov

Phone Number: 801-399-8856

*PA will be contacted to establish a PA Access Code (PAAC)

Secondary Program Administrator (PA):

Full Name: Matt Clements

Email Address: mclements@webercountyutah.gov

Phone Number: 801-399-8868

*PA will be contacted to establish a PA Access Code (PAAC)

Billing Type: Combined Invoicing - suppress sub-account statements

Billing Cycle Date: 31 - Last day of each month
Revenue Share is calculated based on Contract Year. If a Billing Cycle Date other than Cycle 31 is selected, Company acknowledges that their monthly spend totals shown in revenue share reporting will match spend occurring in each calendar month and not the spend shown within each monthly billing statement.

Card Delivery: Bulk ship to company address below
If bulk shipping selected, deliver to the following address:

Address Line 1: 2380 Washington Blvd, Ste 260

Address Line 2:

City: Ogden State: UT Zip: 84401

Revenue Share ACH Information:

Financial Institution Name: Wells Fargo

Routing Number: 124002971

Account Number: 730018934

Automatic Payment Options (select one):

Monthly Payments in full, 14 days from the billing cycle date and assuming a 28-day month. This payment will be calculated as the previous statement balance minus any ad-hoc payments made in the interim period between the statement closing date and your specific payment date.

Monthly Payments in full on the _____ of each month. This payment must be scheduled for 1 to 14 days from your billing cycle date. This payment will be calculated as the previous statement balance minus any ad-hoc payments made in the interim period between the statement closing date and your specific payment date.

Twice Monthly Payments in full on the _____ of each month and three days after the Billing Cycle Date. The first payment must be scheduled for 11 to 13 days before the Billing Cycle Date and will be calculated using the prior day's current balance. The second payment will be scheduled for three (3) days after the Billing Cycle Date and is calculated as the previous statement balance minus any ad-hoc payments posted in the interim.

Weekly Payments in full on the _____ of each month, and three days after the Billing Cycle Date. Each payment must be scheduled for 6 to 8 days from any other payment, including the fourth payment. The first three payments will be calculated using prior day's current balance. The fourth payment will be scheduled for three (3) days after the Billing Cycle Date and is calculated as the previous statement balance minus any ad-hoc payments posted in the interim.

Cardholder Invoice Program Company Guarantee. Pursuant to Section 4.d.ii of this Agreement, Bank will use the Company Deposit Account information above to facilitate automatic payment of individually billed accounts that are 60 days past due from the billing cycle date.

Deposit Account for Automatic Payment:

Routing Number: 124002971

Account Number: 730018934

Payment Confirmation Email Address (one only):

jhorne@webercountyutah.gov

Financial Institution Name & Address:

Wells Fargo

COMMERCIAL CARD PROGRAM CONSORTIUM SCHEDULE OF FEES

- a. Annual Administration Servicing Fee: None
- b. Late Fee: For each product selected on Exhibit per occurrence:
 - Combined Invoicing accounts (Company Pay):
 - a. 14-day grace period
 - b. Late Fees are assessed on the past due balance at 2% at 15 days after the billing cycle
 - c. A minimum of \$15, no maximum, will be assessed on all past due balances.
 - Cardholder Invoicing accounts (Individual Pay):
 - a. 25-day grace period
 - b. Late Fees are assessed on the past due balance at \$20 every 26 days after the billing cycle
- c. International Transaction Fee: There will be a 3% fee of the gross U.S. dollar amount of the transaction for transactions that take place outside of the United States, whether originally made in U.S. dollars or converted from a foreign currency. If a charge is incurred in a foreign currency, the charge will be converted into a U.S. dollar amount by VISA International depending on the Account. Currently, the currency conversion rate used is either a wholesale market rate or a government mandated rate in effect one day prior to the date the transaction is processed by VISA International plus 3% of the U.S. dollar rate. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.
- d. Copy Retrieval Fee (for copies of receipts and statements): If the Cardholder or the Company request research, photocopies of receipts, or duplicate copies of periodic statements, we may charge you a Copy Retrieval Fee of \$5 per requested document. No charge will be assessed, however, if the number, size and frequency of requests do not exceed such reasonable thresholds as Zions Bancorporation, N.A. shall determine.
- e. Returned Payment Payment Fee: \$35 per occurrence (both Combined Invoicing and Cardholder Invoicing products).
- f. Emergency Card Replacement Fee: None if made through Zions Bancorporation, N.A.. If made through Visa, the Company shall pay any fees charged by Visa for emergency card replacement.
- g. FedEx Fees:
 - a. \$35 per Card shipped individually to a Cardholder.
 - b. \$0 per Card shipped via bulk shipment to the Company's bulk shipment address.
- h. Cash Advance Fee: 3% of the amount of the cash advance, \$5 minimum.
- i. Card Plastic Fee:
 - a. Standard Card Plastic: None.
 - b. Semi-Custom Card Plastic (Logo Cards): None.
 - c. Fully Custom Card Plastic: Up to \$5,000 per 1,000 plastics ordered, minimum order 1,000.

- j. Electronic Reporting Tool Fees: (all services are optional):
 - a. Systems Fee: None.
 - b. Receipt Image Repository Monthly Fee: \$100 per Company billing account.
 - c. Custom Extract Fee*: As quoted based on Company specific, documented requirements.
 - d. Auto Interfaces*:
 - i. Auto Extract and Deliver Implementation Fee: \$4,500 per extract. This service automatically runs extract files, triggering their creation in line with a defined schedule and delivering the extract to the Company's designated location. A Custom Extract is required to use this feature (even if the Company's extract requirements match the standard extract fields). A Custom Extract must be built and tested prior to the Auto Extract and Deliver feature being enabled. Custom Extract Fees as identified above will also apply.
 - ii. Auto Deliver (Data Analysis Report) Implementation Fee: \$3,000 per report. This service automatically runs a Data Analysis Report, triggering its creation in line with a defined schedule and delivering the report to the Company's designated location. The schedule is created and maintained by the Company Administrator
 - iii. Auto Receive and Import Implementation Fee: \$3,000. This service allows the Electronic Reporting Tool to automatically and routinely receive updates of Company data that experiences frequent change, such as accounting codes. These updates are automatically imported in line with a predefined format and schedule, and are immediately visible within the system.
 - e. Minority Reporting Monthly Fee: \$50 per company billing account.
 - f. Data Services Feeds Monthly Fee (such as Concur or Compliance Auditor): \$50 per company billing account.
 - g. Payables Automation Monthly Fee: \$50 per company billing account.
- k. Supplier Enablement Services Fees:
 - a. Standard Campaign Services: Visa Payables Automation Clients with at least 100 qualified suppliers**
 - i. No Fees.
 - b. Standard Campaign Services: non-Visa Payables Automation Clients
 - i. \$45 Fee per targeted supplier.
 - ii. 100 qualified suppliers** / \$4,500 minimum.

*The Company's other vendors associated with any file feed or other integration project may charge additional fees to the Company.

**Qualified suppliers are those with at least \$10,000 in annual spend and who are within certain merchant categories as identified in the Visa Payables Automation Supplier Enablement Services match process.

JOINDER IN COMMERCIAL CARD PROGRAM MASTER AGREEMENT

This Joinder in Commercial Card Program Master Agreement ("Joinder") is executed by _____ ("Joining Company") and accepted by Zions Bancorporation, N.A. ("Bank") on this _____ day of _____, 20_____.

By execution of this Joinder, and its acceptance by Bank, the Joining Company is hereby made for all purposes a party to that Commercial Card Program Master Agreement, dated _____, 20_____, that was heretofore executed in favor of Bank by _____ and others (the "Program Agreement").

The Joining Company acknowledges receiving and reviewing a copy of the Program Agreement, and hereby agrees to all of the terms, provisions, conditions, obligations and liabilities thereof (including without limitation the provisions establishing joint and several liability between all companies that have signed the Program Agreement, have signed joinders thereto, or may sign joinders thereto in the future.

JOINING COMPANY:

By: _____
Name: _____
Title: _____

In Process

Company Attestation:

The undersigned, a duly authorized officer or representative of the Company, does hereby certify that the Company has been duly authorized to enter into and perform this Agreement and that the person signing above on behalf of the Company, whose execution of this Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of the Company possessing authority to execute this Agreement.

By: _____ *
Name: _____
Title: _____

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Company.

The foregoing Joinder is accepted by
ZIONS BANCORPORATION, N.A.:

By: _____
Name: _____
Title: _____

VISA® COMMERCIAL CARD CARDHOLDER AGREEMENT

M-116519

Effective 1/1/2016

1.0: INTRODUCTORY PROVISIONS: This is the Cardholder Agreement that sets forth the terms of your VISA Commercial Card Account with the Bank (“**Bank**”) issuing your Account. Please read this Agreement carefully and keep it for your records. Use of your Account confirms your acceptance of the terms and conditions of this Agreement.

2.0: DEFINITIONS: The following DEFINITIONS apply and will help you better understand this document. **Account:** An account assigned to a Cardholder at the Company’s request, all numbers issued by Bank in connection with that Account, and any physical Card issued to access the Account.

Account Credit Limit: The maximum portion of the Company Credit Limit that may be used by a particular Account.

Account’s New Balance: The entire amount owing on a particular Account.

Agreement: This VISA Commercial Card Cardholder Agreement (and all addenda) together and the carrier containing the Card.

Bank/We/Us: Means Zions Bancorporation, N.A., the issuer of your Card and holder of your Account.

Card: A Visa charge card issued by Bank pursuant to the Company Agreement. In some instances, “Card” can mean an Account number that is not embossed on any plastic card, or an Account number used without concurrent use of the plastic card upon which the number is embossed.

Cardholder: An (a) individual in whose name a Card is issued, and (b) any other employee, officer, director, or person authorized by the Company or named Cardholder to use a Card or Account.

Company: The business entity or organization at whose request the Bank has established an Account.

Company Agreement: The Commercial Card Program Master Agreement between the Company and Bank.

Company Credit Limit: The maximum available dollar amount of credit authorized by the Bank to the Company.

Company’s New Balance: The entire amount (i.e. the aggregate amount of all of the Accounts’ New Balances) owed by Company on all Accounts at any given time.

Transaction: A Purchase, Cash Advance, use of a convenience check, or any other activity that debits an Account.

You/Your: mean both to the Cardholder of an Account and to the Company (but see also the Section below entitled “Limited Personal Liability of Individual Cardholder”).

3.0: AGREEMENT: This Agreement becomes effective between you and us on the earlier of (1) 15 days after the Bank sends the Card, or (2) the first use of the Account. Any use of the credit associated with the Account constitutes acceptance of the terms of this Agreement. If you do not wish to be bound by this Agreement, you must not use (or authorize anyone else to use) the Card, Account, or any numbers pertaining to the Account, and you must cancel the Account within 15 days after receiving the Card.

4.0: LIMITED PERSONAL LIABILITY OF CARDHOLDER: Notwithstanding any other provision in this Agreement (including the definition of “you” and “your”), and notwithstanding Company instructions to Bank to issue monthly statements to the attention and address of a Cardholder, the Cardholder of a Card or Account has no personal liability for amounts charged to that Card or Account, except to the extent that: (a) the Cardholder has personally entered into a separate agreement to be liable for such charges, such as a personal guarantee or a Company Agreement; (b) the Cardholder’s use of the Card or Account was not authorized by the Company, or was outside the scope of the Cardholder’s authorization; (c) the Cardholder allowed another person to use the Cardholder’s Card or Account without authority from the Company; (d) the charges were for personal, family, or household purposes, and the Company is not obligated to reimburse the Cardholder for those charges; (e) the Cardholder knowingly or recklessly charged in excess of the Company’s ability to pay, the Company Credit Limit or the Account Credit Limit; (f) the Cardholder knowingly or recklessly failed to notify the Company or Bank of apparent loss, theft, or unauthorized use of the Cardholder’s Card or Account, resulting in charges that the Company or Bank could have prevented if the Cardholder had given reasonably timely notice to the Company or Bank after such loss, theft, or unauthorized use became apparent; or (g) interest, late charges, charges for exceeding credit limits, and other fees applicable to the personal liabilities described in the preceding clauses (a) through (f). Cardholder agrees to pay those limited personal liabilities upon demand, which demand may be made if the Company has not paid those amounts within ten (10) business days of their Payment Due date(s). Nothing in this Agreement constitutes authority or consent by Bank or the Company for a Cardholder to incur such personal liabilities or to make use of the Card or Account in a manner giving rise to personal liability. To the extent of personal liability under this Section, the Cardholder shall also be obligated for court costs, collection expenses and attorneys’ fees described below in the Section entitled “Collection Costs and Fees.”

4.1: Company’s Liability for Account: Company shall be liable for the full amounts of Company’s New Balance regardless of the purposes (whether for business purposes or for personal, family, or household purposes) of any of the

transactions made with any Account. Company's liability shall also include all transactions, regardless of the purpose, made by any person to whom Company or any Cardholder has given express or implied permission to use a Card or Account, or has voluntarily provided any Card or Account number. Company's liability for transactions resulting from unauthorized uses of the Card or Account before notifying Bank of the loss, theft or unauthorized use of the Card or Account is more fully set forth in the Company Agreement with Bank.

4.2: Notifying Bank of Loss, Theft, or Unauthorized Use of Card or Account: If any Card or Account number is lost or stolen, or if you think that someone used or may use your Card or Account without permission, you agree to notify the Bank immediately by calling 1-888-758-5349. You may need to provide the Bank with certain information in writing to help the Bank determine what happened.

5.0: COMPANY'S REPRESENTATIONS, WARRANTIES, AND COVENANTS: Effective upon the opening of the Account, and continuing until termination of this Agreement and satisfaction of all obligations of Company hereunder, the Company covenants, represents, and warrants the following:

5.1: Legal Status: Company, whether it is a corporation, partnership, limited liability company, sole proprietorship, or other type of business entity or organization, is in good standing and duly qualified to do business in each jurisdiction where it conducts its business and has the full power and authority to carry on its business as presently conducted.

5.2: Authority to Enter into Card Agreement: Company has full power and authority to enter into and perform all obligations under this Agreement, and Company has been duly authorized to do so by all necessary organizational action.

5.3: No Conflict with Other Documents: Company's entering into and performing all obligations under this Agreement are not inconsistent with any of Company's governing documents, and do not and will not contravene any provision of or constitute a default under any indenture, mortgage, contract, or other instrument to which Company is a party or by which Company is bound.

5.4: Accurate Information: All information that Company has provided and will provide at any time in the future is and will be accurate, and the Company's Chief Financial Officer or Operating Officer (or other person with equivalent knowledge and responsibility regardless of that person's title) will certify the accuracy of such information on request.

5.5: Further Assistance: At the Bank's request, Company shall deliver, in a form acceptable to the Bank, any legal documents, financial statements, or information. The Company shall also promptly notify the Bank of any significant change in its business or other development that has or may have a material adverse effect on Company's business.

6.0: THE CARD:

6.1: Signature Panel: You agree to sign the back of the Card before using it.

6.2: Card and Account Numbers are Bank's Property: The Card, the Account, and all account numbers issued in connection with the Account are the property of the Bank. The Card must be returned to the Bank if the Bank so requests. Also, the Bank can, at any time and without cause and without notice, revoke the right to use the Card or Account. If a merchant or a financial institution asks for the surrender of the Card, you agree to surrender the Card immediately.

6.3: Expiration: The Card is not valid after the expiration date printed on the front of the Card, and we may suspend, cancel, replace, or renew your Card at any time.

6.4: Renewal and Replacement Cards: The Bank will continue to issue renewal or replacement Cards until the Bank revokes the right to use the Card or until the Account is closed.

7.0: USING YOUR CARD AND ACCOUNT: Use of the Card or Account is for business or commercial purpose for the Company. Subject to the restrictions described herein, card network rules and the law, the Card and the Account may be used in any of the following transactions (a) unless otherwise restricted by the Company, the Card may be used to purchase or lease goods or services wherever the Card is honored ("**Purchases**"); and (b) subject to the Cash Advance feature being requested by Company and approved by Us, Cardholder may obtain Cash Advances from any financial institution that accepts the Card ("**Cash Advances**"). You agree to accept credits to your Account, instead of cash refunds, when the original transactions were charged to your Account. We are not obligated to honor any attempted use of your Account if a default has occurred, or if we have determined to terminate your Account or limit your Account privileges.

7.1: No Illegal Use; OFAC Sanctions; Internet Gambling Notice: You must not use your Account, Card or any convenience checks (a) for any illegal purpose; (b) for any transaction or in any manner that violates the law; (c) to conduct transactions in any country or territory, or with any individual or entity, that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC); or (d) to gamble on the Internet. Display of a Visa logo, MasterCard logo, or other payment system logo by any person (e.g., an online merchant), or acceptance of a transaction, does not mean that the transaction is lawful in all or any jurisdictions governing you, your Account, or the transaction. We have the right (but no obligation to you) to decline or block any transactions that we believe may be prohibited under this Section. We may also block use of your Card in countries or territories subject to OFAC sanctions. Company agrees to hold us harmless for any violation of this Section.

8.0: CREDIT LIMIT – AUTHORIZED USAGE: Your initial Account Credit Limit is shown on the carrier containing your Card. Your Account Credit Limit is based on the Company's requested Account Credit Limit for you, as approved by us in our sole discretion. We or the Company may increase or decrease your Credit Limit from time to time. Your latest Credit Limit will appear on your statement from us or a memorandum from the Company at the end of each billing cycle (or, if you do not receive statements or memoranda at the end of each billing cycle, the Company will be informed of your current Credit Limit). You agree not to attempt any transaction that would cause the unpaid balance on your Account to exceed your Account Credit Limit. We may honor transactions in excess of your Account Credit Limit, at our sole discretion. If we do, this Agreement also applies to that excess, and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your Account Credit Limit at any time without affecting the obligation to pay the New Balance and other amounts owed under this Agreement. We may designate that only a portion (or no portion) of your Account Credit Limit is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your Account Credit Limit for all purposes of this Agreement. We may also cancel your Cash Advance access at any time without prior notice. For security reasons, we may limit the number or dollar amount of transactions that may be attempted with your Card or Account, and we have the right to limit authorizations to attempt transactions if we consider it necessary to verify payments received on your Account. You acknowledge that there is an aggregate Company Credit Limit for all the Accounts that are issued under the Company Agreement, and that we may refuse to honor transactions attempted by you that would be under your Account Credit Limit but which would cause the Company to exceed its aggregate Company Credit Limit.

9.0: PERIODIC STATEMENTS: We will send a statement to the Company (or first to the attention of the Cardholder if agreed between Bank and the Company) at the end of each billing cycle. An electronic statement may be made available in substitution for the paper statement. The length of the billing cycle will be determined pursuant to the Company Agreement. Among other things, unless otherwise agreed upon between the Company and us, statements will show the Payment Due, Account Credit Limit, and Payment Due Date for the Account. (If an invoice is first sent to the attention of Cardholder, a duplicate statement may be provided to the Company.)

10.0: PAYMENTS: All payments shall be made in U.S. Dollars drawn on funds on deposit in the United States. If Bank chooses to accept payments issued in foreign currency or by drawing on funds on deposit outside the United States, you agree to pay all conversion fees and bank collection fees incurred by the Bank. These fees are charged to your Account as purchase items.

10.1: Payment Due: The Payment Due amount will be your total Account balance due in full by the Payment Due Date, all as listed on each periodic statement or memorandum. The Account is intended for use only as a charge account and charge card for which the balance must be paid in full each month, and not a credit account or credit card with a balance carried forward into the next month. Subject to any mandatory provisions of applicable law, payments received will be applied first to any Fees, then to the New Balance, and then to any other amounts owing.

10.2: Acceptance of Partial or Nonconforming Payments: The Bank may accept late payments, partial payments, or any payment marked with any kind of restrictive endorsement (such as "paid in full" or "in settlement") without giving effect to the restrictive endorsement and without losing, waiving, or impairing any of the Bank's rights under this Agreement or under applicable law.

10.3: Delay of Available Credit: We credit payments to your Account on the day we receive them however, we reserve the right, based on risk, to delay the available credit resulting from those payments.

11.0: OTHER FEES, CHARGES, AND OTHER PROVISIONS:

11.1: Cash Advance Transaction Fee: Each new Cash Advance will be assessed a one-time transaction fee equal to 3.00% multiplied by the amount of the Cash Advance but never less than \$5.00. This fee is fully earned when assessed, and added to the balance of the transaction. This fee is charged to your Account as a Cash Advance item.

11.2: Late Fee: The New Balance of your Account will become delinquent if not paid by the Payment Due Date. Any unpaid portion of the "Minimum Payment Due" will be shown on subsequent billing statements as "Amount Past Due". If payment has not been received on the fifteenth (15th) day following the close of the Account's billing cycle, a late fee of two percent (2%) but never less than \$15.00, of the Amount Past Due will be charged to the Account on the last day of the billing cycle. This fee is charged to your Account as a Late Fee and included in the "Other Charges" section of your statement. **(Exception for Accounts invoiced to Individual Cardholders:** If your Account is invoiced to the attention and address of the Cardholder rather than the Company, then the late fee shall not be assessed until the twenty-sixth (26th) day following the close of each Account's billing cycle, and the late fee shall be \$20.00. In addition, if any portion of a previously billed Past Due Balance remains unpaid on that twenty-sixth day, an additional late fee of \$20.00 shall be charged to the Account.) A "previously-billed Past Due Balance" may include any previously-incurred but unpaid late fees, account fees, or other fees and charges.) Regardless of how and when late fees or other fees and charges are billed, you agree to pay all of those fees and charges, along with all other amounts set forth in this Agreement, even if those fees and charges could be re-characterized as "interest."

11.3: Returned Payment Fee: If any payment on the Account is dishonored or must be returned because it cannot be processed, there will be a returned payment fee of \$35.00 (except the fee shall be \$30.00 for Accounts issued by Zions Bancorporation, N.A. dba Amegy Bank). This fee is charged to your Account as a Returned Payment Fee and included in the "Other Charges" section of your statement.

11.4: International Transaction Fee: There will be a 3.00% fee of the gross U.S. dollar amount of the transaction for transactions that take place outside of the United States, whether originally made in U.S. dollars or converted from a foreign currency. If a charge is incurred in a foreign currency, the charge will be converted into a U.S. dollar amount by VISA International depending on the Account. Currently, the currency conversion rate used is either a wholesale market rate or a government mandated rate in effect one day prior to the date the transaction is processed by VISA International plus 3.00% of the U.S. dollar rate. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. This fee is charged to your Account as a Cash Advance item.

11.5: Copy Retrieval Fee: If you request research, photocopies of receipts, or duplicate copies of periodic statements, we may charge you a Copy Retrieval Fee of \$5 per request. No charge will be assessed for such requests provided that the number and frequency thereof do not exceed such reasonable thresholds as Bank shall determine. This fee is charged to your Account as a Miscellaneous Fee and included in the "Other Charges" section of your statement.

11.6: Expedited Card Delivery Replacement Fee: We may charge a fee if you request the Bank to provide "expedited card delivery" or you request to personally obtain an "emergency card" (which requires special card production) at our Bankcard Center. This fee is charged to your Account as a Miscellaneous Fee and included in the "Other Charges" section of your statement.

12.0: RESTRICTIONS ON USE OF ACCOUNT:

12.1: Who may use: Only the Company and Cardholder may use the Card and the Account.

12.2: Business Use: Company and Cardholder agree that the Card and the Account shall be used for business purposes and not for personal, family, or household purposes.

12.3: Credit Limit: Each use of a Card or Account by a Cardholder is subject to the available credit under that particular Account Credit Limit.

13.0: DISCLOSURES OF INFORMATION: You acknowledge and consent to the release of personal data about Cardholders by the Bank to VISA U.S.A., its Members, or their respective contractors for the purpose of providing emergency cash and/or emergency card replacement services. You agree to the release of personal data about the Cardholder by the Bank to Company and Company to Bank in connection with approving and issuing Cardholder's Accounts and Cards, processing transactions thereunder, collecting New Balances therein, and otherwise implementing the VISA Commercial Card program established by the Company Agreement.

14.0: DISCLAIMER OF RESPONSIBILITY; REFUSAL TO HONOR ACCOUNT: As otherwise required by applicable law or regulation, Bank will not be responsible for merchandise or services purchased or leased through the use of your Account. The Bank will not be responsible or liable in any manner for any of the following or for any claim of whatever nature (including without limitation any claim for incidental or consequential damages) arising from or related to any of the following: the refusal or delay of any other financial institution, any merchant, or any person to honor any Card or Account; any goods or services obtained with a Card or Account; any unsuccessful attempt to obtain prior credit authorization for any transaction when the authorization system is not working; or any unsuccessful attempt to use the Card in an ATM when the ATM or ATM network is not working or is temporarily closed or out of order.

15.0: FINANCIAL AND CREDIT INFORMATION:

15.1: Financial Statements: The Bank may need updated financial information from Company at some time in the future. If the Bank asks, Company agrees to furnish a current financial statement or to update the Card Application.

15.2: Credit Reports: Company hereby authorizes the Bank to make whatever credit inquiries or investigations about Company that the Bank deems appropriate and to disclose to others credit information about the Account and Company's performance under this Agreement. The Bank may ask credit bureaus for reports of Company's credit history. At Company's request, the Bank will tell Company whether or not the Bank has requested such reports and will tell Company the names and addresses of the credit bureaus furnishing the reports.

16.0: CHANGE OF NAME OR ADDRESS: Company and Cardholder each agree to promptly notify the Bank in writing if Company or Cardholder changes its/his/her name, business address, or mailing address. Until Company or Cardholder notifies the Bank of updated information, the Bank can send statements, notices, and other communications to the name and address in the Bank's records, and they will be deemed effectively delivered for all purposes. If Company's or Cardholder's mailing address appears to no longer be valid (e.g., mail is returned undelivered), Company and Cardholder agrees that the Bank can suspend mailing Company and Cardholder's statements, notices, and other communications until a valid address is received from the Company and Cardholder. We may in our discretion accept address corrections from the United States Postal Service.

17.0: CLOSING THE ACCOUNT: Company may close the Account at any time by notifying the Bank in writing. The Bank may close the Account at any time without cause and without notice. When the Account is closed (whether by Company or by the Bank), the right to use the Card and to make transactions to the Account will be automatically revoked.

18.0: DEFAULT: Your Account will be in default, and we may demand immediate payment of the entire amount owed us without giving you prior notice, if: (1) in any billing cycle we do not receive from Company the full Payment Due amount by the Payment Due Date; (2) charges are made in excess of your Credit Limit; (3) you fail to comply with this Agreement; (4) Company files for bankruptcy; (5) Company becomes insolvent; (6) your employment with the Company is terminated; (7) the Company Agreement is terminated; (8) the Company breaches the Company Agreement or requests us to cancel your Account; or (9) we believe in good faith that the Company's payment or your performance of your Account is impaired for any reason.

19.0: COLLECTION COSTS AND FEES: In addition to all late fees and other charges, you agree to pay all court costs and collection expenses (whether or not awarded a court costs, including the cost of Bank staff), and reasonable attorney fees incurred by Bank to enforce this Agreement, to the extent permitted by law. (Cardholder shall not be liable for such costs, expenses and fees except as provided in the Section above entitled "Limited Personal Liability of Cardholder.")

20.0: SECURITY INTEREST: Company grants Bank a Uniform Commercial Code security interest in any deposits, investment accounts, or other assets that Company now or in the future maintains with Bank or any Bank Affiliate. That security interest shall secure payment of all amounts now or hereafter (a) owed to Bank under this Cardholder Agreement or the Company Agreement, and (b) all other indebtedness to Bank, whether or not related to the subject matter hereof.

21.0: LEGAL ACTION AND COSTS: Without waiving the Dispute Resolution provisions in this Agreement, Bank may initiate legal action (including collection action) against Company in the county of Bank's "Governing State" where Bank maintains its primary place of business. ("Governing State" is defined in the Section below entitled "Governing Law.") The Company hereby submits itself to jurisdiction of the federal and state courts located in the Governing State.

22.0: NOTICES: Notice that a Card or Account is or may be lost, stolen, or subject to unauthorized use shall be given to Bank in the manner provided in the Section above entitled "Notifying Bank of Loss, Theft or Unauthorized Use of Card or Account. Other notices from Cardholder to Bank shall be given as provided in Section below entitled "Notices, Inquiries or Questions." Other notices from Company to Bank shall be given as provided in the Company Agreement. We will send statements and other notices to you at the address shown in our files.

23.0: PHONE CALLS: In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

24.0: INTERPRETATION; EFFECT, CHANGES TO THIS AGREEMENT:

24.1: Duration. Except for the right to use the Card and to make transactions to the Account (which right expires when the Account is closed), all other provisions of this Agreement shall remain in full force and effect until the Account is closed and Company's New Balance is paid in full.

24.2: Headings: The headings used in this Agreement are for convenience only and shall have no bearing on the interpretation of this Agreement.

24.3: Governing Law: This agreement shall be governed by and construed in accordance with the laws of the United States and of issuing Bank's Governing State, regardless of where you reside or use the Card or the Account. "Governing State" means Texas for Zions Bancorporation, N.A. dba Amegy Bank, California for Zions Bancorporation, N.A. dba California Bank & Trust, Arizona for Zions Bancorporation, N.A. dba National Bank of Arizona, Nevada for Zions Bancorporation, N.A. dba Nevada State Bank, Colorado for Zions Bancorporation, N.A. dba Vectra Bank Colorado, and Utah for Zions Bancorporation, N.A. dba Zions First National Bank.

24.4: Monetary Figures: All monetary figures on the Account and in this Agreement are and shall be denominated in United States Dollars.

24.5 Amendments to this Agreement: We can amend the terms of this Agreement at any time. We will notify you of what these amendments are. Subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in our notice to you and, unless we specify otherwise, the amended terms of this Agreement will apply to all outstanding unpaid indebtedness on your Account as well as new transactions. If you do not agree to the amendment stated in our notice for your Account, (a) you must give us notice that you reject the change and want your Account to be terminated before the date our notice stated the change would take effect, and (b) you must not use your Card or Account after the date our notice stated the change would take effect.

24.6: Integrated Agreement: You agree that this Agreement is a final written expression of the agreement between you and the Bank, and that this Agreement may not be contradicted by evidence of any alleged oral agreement.

24.7: Severability: The provisions of this Agreement are severable to the extent that any provision hereof held to be prohibited or unenforceable in any jurisdiction shall not invalidate the remainder of this Agreement in that jurisdiction and shall be fully enforceable in any other jurisdiction not expressly prohibiting such provision.

24.8: Delay in Enforcement: The Bank may exercise its rights under this Agreement immediately, or, at the Bank's sole discretion, may decline to enforce or delay in enforcing any such rights without losing, waiving, or impairing them. You may not sell, assign, or transfer this Agreement or the Account or any portion thereof without the express prior written consent of the Bank. The Bank may sell, assign, or transfer this Agreement or the Account or any portion thereof without notice to you. Subject to the foregoing, this Agreement shall be binding upon the heirs, representatives, successors, and assigns of the parties hereto.

25.0: DISPUTE RESOLUTION PROVISION: This Dispute Resolution Provision contains a jury waiver, a class action waiver, and an arbitration clause (or judicial reference agreement, as applicable), set out in four Sections. READ IT CAREFULLY.

SECTION 1: GENERAL PROVISIONS GOVERNING ALL DISPUTES.

1.1: PRIOR DISPUTE RESOLUTION AGREEMENTS SUPERSEDED. This Dispute Resolution Provision shall supersede and replace any prior "Jury Waiver," "Judicial Reference," "Class Action Waiver," "Arbitration," "Dispute Resolution," or similar alternative dispute agreement or provision between or among the parties.

1.2: "DISPUTE" DEFINED. As used herein, the word "Dispute" includes, without limitation, any claim by either party against the other party related to this Agreement, your Card or Account. In addition, **"Dispute" also includes any claim by either party against the other party regarding any other agreement or business relationship between any of them, whether or not related to the Loan or other subject matter of this Agreement.** "Dispute" includes, but is not limited to, matters arising from or relating to a deposit account, an application for or denial of credit, warranties and representations made by a party, the adequacy of a party's disclosures, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations, performance or services provided under any agreement by a party, including without limitation disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto.

If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder, or title company), each party hereto agrees to consent to including that third party in any arbitration or judicial reference proceeding for resolving the Dispute with that party.

1.3: JURY TRIAL WAIVER. Each party **waives their respective rights to a trial before a jury in connection with any Dispute, and all Disputes shall be resolved by a judge sitting without a jury.** If a court determines that this jury trial waiver is not enforceable for any reason, then **at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable,** any party shall be entitled to move the court for an order, as applicable: (A) compelling arbitration and staying or dismissing such litigation pending arbitration ("Arbitration Order") under Section 2 hereof, or (B) staying such litigation and compelling judicial reference under Section 3 hereof.

1.4: CLASS ACTION WAIVER. If permitted by applicable law, **each party waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.**

1.5: SURVIVAL. This Dispute Resolution Provision shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties.

SECTION 2: ARBITRATION IF JURY WAIVER UNENFORCEABLE (EXCEPT CALIFORNIA). If (but only if) a state or federal court located outside the state of California determines for any reason that the jury trial waiver in this Dispute Resolution Provision is not enforceable with respect to a Dispute, then any party hereto may require that said Dispute be resolved by binding arbitration pursuant to this Section 2 before a single arbitrator. An arbitrator shall have no authority to determine matters (i) regarding the validity, enforceability, meaning, or scope of this Dispute Resolution Provision, or (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member, which matters may be determined only by a court without a jury. **By agreeing to arbitrate a Dispute, each party gives up any right that party may have to a jury trial, as well as other rights that party would have in court that are not available or are more limited in arbitration, such as the rights to discovery and to appeal.**

Arbitration shall be commenced by filing a petition with, and in accordance with the applicable arbitration rules of, National Arbitration Forum (“NAF”) or JAMS (“Administrator”) as selected by the initiating party. However, if the parties agree, arbitration may be commenced by appointment of a licensed attorney who is selected by the parties and who agrees to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator with an Administrator, then either party may file a lawsuit (in a court of appropriate venue outside the state of California) and move for an Arbitration Order. The arbitrator, howsoever appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be at a location determined by mutual agreement of the parties or, if no agreement, in the city and state where Lender or Bank is headquartered. The arbitrator shall apply the law of the state specified in the agreement giving rise to the Dispute.

After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration. The arbitrator: (i) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (ii) will render a decision and any award applying applicable law; (iii) will give effect to any limitations period in determining any Dispute or defense; (iv) shall enforce the doctrines of compulsory counterclaim, res judicata, and collateral estoppel, if applicable; (v) with regard to motions and the arbitration hearing, shall apply rules of evidence governing civil cases; and (vi) will apply the law of the state specified in the agreement giving rise to the Dispute. Filing of a petition for arbitration shall not prevent any party from (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, property preservation orders, foreclosure, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver, (ii) pursuing non-judicial foreclosure, or (iii) availing itself of any self-help remedies such as setoff and repossession. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$4,000,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney’s fees and costs) exceeds \$4,000,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration decision shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator or, if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* If the terms of this Section 2 vary from the Administrator’s rules, this Section 2 shall control.

SECTION 3: JUDICIAL REFERENCE IF JURY WAIVER UNENFORCEABLE (CALIFORNIA ONLY). If (but only if) a Dispute is filed in a state or federal court located within the state of California, and said court determines for any reason that the jury trial waiver in this Dispute Resolution Provision is not enforceable with respect to that Dispute, then any party hereto may require that Dispute be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq., including without limitation whether the Dispute is subject to a judicial reference proceeding. **By agreeing to resolve Disputes by judicial reference, each party is giving up any right that party may have to a jury trial.** The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If the parties cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of ten retired judges from either AAA or JAMS, and the court shall select the referee from that panel. (If AAA and JAMS are unavailable to provide this service, the court may select a referee by such other procedures as are used by that court.) The referee shall be appointed to sit with all of the powers provided by law, including the power to hear and determine any or all of the issues in the proceeding, whether of fact or of law, and to report a statement of decision. The parties agree that time is of the essence in conducting the judicial reference proceeding set forth herein. The costs of the judicial reference proceeding, including the fee for the court reporter, shall be borne equally by the parties as the costs are incurred, unless otherwise awarded by the referee. The referee shall hear all pre-trial and post-trial matters (including without limitation requests for equitable relief), prepare a statement of decision with written findings of fact and conclusions of law, and apportion costs as appropriate. The referee shall be empowered to enter equitable relief as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that are binding on the parties and rule on any motion that would be authorized in a trial, including

without limitation motions for summary adjudication. Only for this Section 3, "Dispute" includes matters regarding the validity, enforceability, meaning, or scope of this Section, and (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain Bank or Lender's right of offset, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien Bank or Lender may hold in property or to comply with legal process involving accounts or other property held by Bank or Lender.

Nothing herein shall preclude a party from moving (prior to the court ordering judicial reference) to dismiss, stay, or transfer the suit to a forum outside California on grounds that California is an improper, inconvenient or less suitable venue. If such motion is granted, this Section 3 shall not apply to any proceedings in the new forum.

This Section 3 may be invoked only with regard to Disputes filed in state or federal courts located in the State of California. In no event shall the provisions in this Section 3 diminish the force or effect of any venue selection or jurisdiction provision in this Agreement or any Related Document.

SECTION 4: RELIANCE. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision, or judicial reference provision in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the four Sections of this DISPUTE RESOLUTION PROVISION.

26.0: NOTICES, INQUIRIES, OR QUESTIONS: You may address any inquiries, questions, or notice that you have about your Account to: Commercial Card Services, P.O. Box 25787, Salt Lake City, Utah 84125-0787, or you may call 1-888-758-5349.

Revenue Share Grid							
Client Name: Weber County							
Date: August 4, 2022							
	<u>Annual Net Spend</u>						
<u>Payment Frequency</u>	\$0 \$999,999	\$1,000,000 \$4,999,999	\$5,000,000 \$7,499,999	\$7,500,000 \$9,999,999	\$10,000,000 \$12,499,999	\$12,500,000 \$14,999,999	\$15,000,000 & Over
Weekly (Automatic Payment)	1.50%	1.65%	1.82%	1.83%	1.84%	1.85%	1.86%
Twice-Monthly (Automatic Payment)	1.50%	1.60%	1.77%	1.79%	1.80%	1.81%	1.82%
Monthly	1.50%	1.55%	1.67%	1.69%	1.70%	1.71%	1.72%

All Level III/Large Ticket Transactions	All Non-Standard Transactions	All Foreign Transactions
0.75%	0.35%	0.00%

In Process

Revenue Share will be Calculated and Paid Quarterly

Estimated Revenue Share Calculation:		Revenue Share Opportunity:	
Estimated Annual Net Spend:	\$5,000,000		Est. Annual Spend
Total Spend (Standard):	\$3,100,000		\$5,000,000
Total Spend (Lvl III/LT):	\$1,500,000	Est. Rev. Share, if payment is made:	
Total Spend (Non-Std):	\$400,000	Weekly (Automatic Payment)	\$69,070
Payment Frequency:	Weekly	Twice-Monthly (Automatic Payment)	\$67,520
Revenue Share % (Standard):	1.82%	Monthly	\$64,420
Revenue Share % (Lvl III/LT):	0.75%		
Revenue Share % (Non-Std):	0.35%		
Revenue Share \$ (Standard):	\$56,420		
Revenue Share \$ (Lvl III/LT):	\$11,250		
Revenue Share \$ (Non-Std):	\$1,400		
Expense Management Fee*:	\$0		
Total Revenue Share:	\$69,070		

*Optional service. Annual Fee will be deducted from revenue share. Fee is waived in first Contract Year. Fee is waived in subsequent contract years if Net Spend is \$500,000 or more.

Certificate Of Completion

Envelope Id: 562FC55357204CC39E169B2B5C6C0C6B
 Subject: Zions Bank Commercial Card Legal Agreements
 Affiliate: Zions Bank
 Source Envelope:
 Document Pages: 26
 Certificate Pages: 13
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent
 Envelope Originator:
 Isaac Harrison
 One South Main Street, SLC, UT 84133
 Salt Lake City, UT 84133
 Isaac.Harrison2@zionsbancorp.com
 IP Address: 168.149.160.215

Record Tracking

Status: Original
 8/30/2022 10:39:40 AM
 Holder: Isaac Harrison
 Isaac.Harrison2@zionsbancorp.com
 Location: DocuSign

Signer Events

Isaac Harrison
 Isaac.Harrison2@zionsbancorp.com
 Security Level: Email, Account Authentication
 (None)

Signature

Completed
 Using IP Address: 168.149.160.215

Timestamp

Sent: 8/30/2022 10:46:24 AM
 Viewed: 8/30/2022 10:46:37 AM
 Signed: 8/30/2022 10:46:38 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/30/2022 10:46:37 AM
 ID: 60a36725-300e-4b7f-acc2-e8921e7cd3d1

Chris Bang
 Christopher.bang@zionsbank.com
 SBA Application Integration
 Security Level: Email, Account Authentication
 (None)

Sent: 8/30/2022 10:46:41 AM
 Viewed: 8/30/2022 10:56:26 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/30/2022 10:56:26 AM
 ID: f9676b79-60d7-45b8-b223-cc510897d309

Scott Jenkins
 sjenkins@co.weber.ut.us
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Commercial Card Services
 commercialcard@zionsbancorp.com
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/30/2022 10:46:24 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

E-Sign Consent for Execution and Delivery of Electronic Documents

(Personal Financial Statement, Card Account, Loan Account, Deposit Account, Online Banking)

This E-Sign Consent for Execution and Delivery of Electronic Documents (“Consent”) applies to all electronic records for Personal Financial Statement (“PFS”) and disclosures, agreements or applications for deposit, lending, card and online banking products and services (“Services”). Specifically, if you would like to get or give a PFS and/or obtain one or more Services by electronic means, then we first need to obtain your consent. More specifically, we need to obtain your consent in order: (i) for you to provide either or both your electronic agreement or signature to one or more electronic agreements; and (ii) for us to deliver information to you in electronic rather than in paper form.

If you would like to provide your consent, then please read through this Consent and check the applicable check box indicating consent to this Consent. By consenting, you are agreeing and acknowledging: (i) to the terms and conditions of this Consent; (ii) that electronic execution and/or delivery, electronic communications, and electronic records shall have the same effect and authority as if hand signed by you and/or delivered in paper; and (iii) that electronic signatures shall have the same effect and authority as those hand-signed by the named signer.

Also, by providing your consent to this Consent, you confirm, represent and warrant to us that you have: (i) the system requirements described below; (ii) verified your hardware and software meets our system requirements; and (iii) the ability to access, view and print or electronically save (including taking screenshots) electronically executed and/or delivered Electronic Documents, which may include the format of HTML or PDF.

If you do not want to provide your consent, then do not check the applicable check box indicating consent to this Consent. However, if you would like to still get or give a PFS and/or obtain one or more Services but through non-electronic means, then contact us in the applicable manner as set forth below under the heading, “Requesting Paper Copies.”

Please Note: The consequences of not agreeing to this Consent and proceeding with paper delivery and execution of the applicable documents will be that transactions may take a longer time to process. Also, if you are a commercial card customer, then you will be required to execute an amendment to the Commercial Card Master Agreement.

Definitions. For purposes of this Consent, the following terms shall have the meanings set forth below:

“Account” means a deposit account, loan account or other account at the Bank which you have enrolled in one of more of the following: the eStatements service, the eNotices service, and/or the eTax Documents service.

“Bank,” “we,” “our” and other similar terms refers to Zions Bancorporation, N.A., including any Division.

“Division” refers to any one of the following divisions with trade names that the Bank operates through: (i) Amegy Bank; (ii) California Bank & Trust; (iii) The Commerce Bank of Oregon (“CBO”); (iv) The Commerce Bank of Washington (“CBW”); (v) National Bank of Arizona; (vi) Nevada State Bank; (vii) Vectra Bank Colorado; and (viii) Zions Bank.

“DocuSign” refers to the Bank’s third-party service provider, DocuSign Inc., who provides a platform for the Bank to deliver Electronic Documents to you and for you to provide your electronic signature on Electronic Documents through the DocuSign® electronic signature system.

“eCommunication” can be any periodic statement, notice, disclosure, agreement, fee schedule, transaction or event record, invoice, response to claim or other communication (collectively “information”) regarding your enrolled Account that the Bank chooses to provide by eStatement or eNotice instead of paper. “eCommunication” also includes eTax Documents that we make available for eligible Accounts. An eCommunication is viewed by logging into online banking or mobile banking. eCommunications may contain information that the Bank is required by law to give you, or information that the Bank chooses to give you.

“eNotice” means any eCommunication that is not an eStatement or eTax Documents. (Please note that “eNotice” includes any statement of transactions or balances in a loan account and is deemed an “e-Notice” rather than an “eStatement.”)

“eStatement” means an electronic version of the paper periodic statement of debits, credits and balances that the Bank mails to you for a deposit account that is not enrolled in the eStatements service. “eStatement” also includes notices, disclosures and other information that would be printed on the paper periodic statement or enclosed with a mailed paper periodic statement.

“eTax Document” means any IRS tax reporting form that the Bank makes available for electronic delivery for an eligible Account. The Bank may from time to time, in its discretion, add or delete which IRS forms are included as eTax Documents in the Service.

“Electronic Documents” refers to any information that we give in electronic form pursuant to this Consent, and as described below under the heading entitled, “Scope.” For example, this Consent is an “Electronic Document.” Also, “Electronic Documents” include any communication that you give us in connection with an Electronic Document. For example, if you file a claim, which we may require to be in written form rather than in electronic form, that your deposit account statement reflects an unauthorized electronic funds transfer from your deposit account, and you then send us an electronic email response in connection with that claim, the email you sent is an “Electronic Document.”

“Mobile Device” refers to any portable computing device that meets the system requirements set forth in this Consent, such as a smartphone or tablet. For purposes of mobile banking, “Mobile Device” means a cellular telephone, tablet or similar wireless communication device: (i) that is

installed with mobile banking software that is permitted by us; or (ii) that can conduct mobile banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging).

“you,” “your” and other similar terms refers to the person, in both his or her individual capacity and agency capacity, if applicable, giving consent to this Consent, and also each additional account owner or authorized principal of the business, Authorized Agent, Authorized Representative, Authorized User, user who has been granted Access Credentials, and user identified on any Bank product you enroll or apply for, use or access that is subject to an agreement or disclosure described in this Consent.

Scope. The scope of your consent for current and future delivery of Electronic Documents covers this Consent and the Electronic Documents listed below for each Service you have requested. Specifically, if you consent, then you are giving consent for the Bank to provide, if it decides to do so, and for you to electronically agree to and/or electronically receive the following Electronic Documents:

For consumer lending:

1. Personal Financial Statement;
2. Consumer Credit Application Addendum (only available at CBO and CBW);
3. Home Equity Credit Line Early Disclosure;
4. Disclosure of Right to Copy of an Appraisal or Right to Appraisal, as applicable;
5. Fair Lending Notice;
6. Notice Concerning Extensions of Credit;
7. California Fair Lending Notice;
8. When Your Home is on the Line Disclosure (also known as, “What you Should Know about Home Equity Lines of Credit”);
9. Home Ownership Counseling Disclosure (also known as, “List of homeownership counseling organizations”);
10. Check Reserve Overdraft Line Application or Check Reserve Overdraft Protection Application or Reddi-Reserve Overdraft Line Application or Credit Reserve Application or Money Reserve-Overdraft Line Application or Overdraft Line of Credit Application;
11. Check Reserve Disclosure; and
12. Check Reserve Agreement.

For business lending:

1. Personal Financial Statement;
2. Paycheck Protection Program (PPP) Borrower Application Form (including corresponding SBA forms);
3. Paycheck Protection Program (PPP) Loan Application and Agreement (including corresponding SBA forms);
4. Paycheck Protection Program (PPP) Loan Forgiveness Application (or similar SBA form);
5. Promissory Note;

6. Credit Agreement;
7. Business Loan Agreement;
8. SBA Addendum to Business Loan Agreement;
9. Resolutions;
10. Disbursement Request and Authorization;
11. Business Access Loan Application & Agreement;
12. Joint Application Declaration, Business Access Loan Application & Agreement;
13. Personal Guarantee; and
14. Business Access Loan Sweep Maintenance Form.

For deposit account(s):

1. Banking Resolutions;
2. Signature Card/Business Client Deposit Services Agreement, as applicable;
3. Signature Card/Personal Client Deposit Services Agreement, as applicable;
4. Zions Bancorporation, N.A. Deposit Account Agreement;
5. Product Rates;
6. Electronic Funding Authorization;
7. Debit Card Overdraft Service (also known as, “What You Need to Know About Overdrafts and Overdraft Fees”)
8. Account agreement (which provides a summary of the features for your account);
9. Personal Accounts Schedule of Fees, as applicable;
10. Business Accounts Schedule of Fees, as applicable;
11. Service Charge Information, as applicable;
12. Deposit account disclosure, as applicable; and
13. Deposit Account Control Agreement (DACA) Fee Disclosure, as applicable.

For consumer online and mobile banking:

1. The Digital Banking Service Agreement;
2. eDocuments Services Agreement (for one or more of the following: eStatements service; eNotices service; or eTax Documents service) which is subject to your specific separate enrollment in one or more services for eCommunications through online banking;
3. Authorization to debit a checking or savings account held with the Bank or another financial institution in order to make a transfer to a deposit account or make a payment on one or more loans held with the Bank;
4. Error resolution notices, billing rights notices, balance calculation notices, federal and state privacy notices, data breach notices and disclosures or notices that may be required under the Truth in Savings Act, Electronic Funds Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, and the Real Estate Settlement Procedures Act, including any amendments made to the foregoing laws, or other applicable federal or state law and regulations;
5. Bill Pay Service Agreement;
6. External Account Transfer Addendum or External Transfers Agreement or Personal Electronic External Transfers Agreement or DirectNETSM Consumer Online Banking External Account Transfers Addendum;

7. External Transfer to a Friend Enrollment Form;
8. Zelle® and Other Payment Services Agreement (rev April 2019);
9. Wire Application for Personal Online Banking
10. Wire Agreement for Online Banking; and
11. Mobile Banking Privacy Policy.

For business online and mobile banking:

1. Online and Mobile Banking Resolutions;
2. The Digital Banking Service Agreement;
3. eDocuments Services Agreement (for one or more of the following: eStatements service; eNotices service; or eTax Documents service) which is subject to your specific separate enrollment in one or more services for eCommunications through online banking;
4. Digital Banking Service Application;
5. Digital Banking Service Update;
6. Multiple Party Addendum to Business Digital Banking Services;
7. Bill Pay Agreement;
8. Wire Application for Business Online Banking;
9. Wire Agreement for Online Banking;
10. Direct Connect Service Agreement (including, but not limited to ACH);
11. Request for Commercial Loan Advance Function or Online Commercial Loan Advance Request Form or Request to Enable Online Commercial Loan Advance Function, any of which may contain a reaffirmation and acknowledgement of guaranty; and
12. Authorization for Disbursement Service (ACH).

For treasury management products and services:

1. Treasury Management Master Services Agreement (“MSA”);
2. Acceptance of Treasury Management Agreements (“TMA”);
3. Certification of Resolution and Authorization for Treasury Management Services (“TMR”);
4. Certificate of Resolution and Authorization For Wire Transfer Services (may be available to customers without a treasury profile);
5. Authorization for Disbursement Services;
6. Treasury Management Specifications and Acceptance (“Specifications”);
7. Commercial Card Maintenance / Support Request Form;
8. Wire PIN Acknowledgement (excluding CBO and CBW) (may be available to customers without a treasury profile);
9. Funds Transfer Drawdown (Reverse Wire) Service Request & Agreement (may be available to customers without a treasury profile);
10. Wire Transfer Agreement Coversheet (may be available to customers without a treasury profile);
11. Wire Transfer Agreement (may be available to customers without a treasury profile);
12. Addendum to Wire Transfer Agreement (may be available to customers without a treasury profile); and

13. Standing Wire Transfer Terms & Conditions (may be available to customers without a treasury profile).

For Private Banking and Premier Wealth Management products and services:

1. Consumer Money Market Mutual Fund Sweep - Specifications and Acceptance Form (excluding CBO and CBW).

For card products:

1. VISA Business Check Card Application and Agreement;
2. Agreements for using your debit or credit card in connection with virtual wallet, such as, but not limited to, Google Pay, Samsung Pay and Apple Pay;
3. Consumer Credit Card Agreement & Disclosure Statement;
4. Disclosure Statement;
5. Commercial Card Master Agreement (“CMA”);
6. Commercial Card Guaranty Agreement;
7. Commercial Card Pledge of Deposit Account to Secure;
8. Commercial Card Program Schedule of Fees;
9. Commercial Card Program Additional Billing Accounts Form;
10. Amendment to Commercial Card Program Master Agreement;
11. Assumption and Modification Agreement to Commercial Card Program;
12. Sample Joinder Agreement; and
13. Visa Commercial Cardholder Agreement.

For telephone calls:

1. Authorizations to obtain prior express written or electronic consent for receiving autodialed and prerecorded message calls and text messages from the Bank or its third-party debt collector at the wireless telephone number provided by you to the Bank.

For all accounts:

1. Request for Taxpayer Identification and Certification;
2. Our substitute form for Request for Taxpayer Identification and Certification; and
3. Privacy Notice.

For any one of the Services or Accounts:

1. Error resolution notices, billing rights notices, balance calculation notices, federal and state privacy notices, data breach notices and disclosures or notices that may be required under the Truth in Savings Act, Electronic Funds Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, and the Real Estate Settlement Procedures Act, including any amendments made to the foregoing laws, or other applicable federal or state law and regulations;

2. Any application (including joint or otherwise), agreement, notice or disclosure regarding: (i) preauthorized debits to your accounts that vary in amounts; (ii) pending or processed payment instructions; (iii) payments, deposits or adjustments made to your account or transactions involving your account; (iv) a debit, credit and/or a commercial card; (v) a loan account; (vi) a deposit account; and/or (vii) a product or service fee (such as a transaction fee, late fee, finance charge, an overdraft fee, a fee for a draft, check or electronic debit (returned for any reason, such as insufficient funds fee, a returned item fee or a fee as a result of a stop payment order));
3. Any change, amendment or update in terms, including, but not limited to, adding new terms not previously contemplated, deleting existing terms and modifying current terms, to the foregoing described documents in this Consent or applicable to a loan or deposit accounts or products or services you obtain from us; and
4. Any other document or other information we are required by law to provide “in writing” as it relates to: (i) a product or service subject to an Electronic Document; or (ii) your access or use of a product or service through electronic or non-electronic means.

Please Note: Your consent only pertains to the Electronic Documents that are described in this Consent. Therefore, your consent to this Consent is not applicable to any other consent you may have provided to the Bank in connection with other products or services. Also, additional consents may be required and presented for acceptance in connection with other Bank products and services.

Method of Providing Electronic Documents. All Electronic Documents, except for eStatements, eNotices, eTax Documents, that we provide to you will be delivered by: (i) email to any email address you have provided us in connection with a loan, deposit account or one or more Services, including attaching documents to the email or providing links to or instructions within the email for navigating to documents on the DocuSign system or elsewhere; (ii) by SMS text message to any Mobile Device telephone number you have provided in connection with a loan, deposit account or one or more Services; (iii) posting the information on our website (for example, on our initial web page where you log into the system that offers one or more Services or as an in product message (that displays within the system or Service after you have logged in)) that you access or use in connection with a loan, deposit account, commercial card or one or more Services; (iv) any other electronic means that you have authorized now or later; (v) any other electronic means that are or may be in the future made available to you that is commercially reasonable and within the systems requirements described below; or (vi) requesting that you download a PDF file containing an Electronic Document.

All Electronic Documents, under the eDocuments Services Agreement, which includes eStatements, eNotices and eTax Documents, that we provide to you will be delivered by: (i) by posting it to your Division’s website, an online banking message center, or in our mobile banking software; (ii) by message printed on the periodic statement for your eligible Accounts if you have agreed to receive that statement electronically; or (iii) by one of the methods described above for all other Electronic Documents.

How to Withdraw Your Consent and the Effect of Doing So. Except for those documents provided under the eDocuments Services Agreement, Notices, as defined in the CMA and

provided in connection with commercial cards, and Specifications, this Consent applies only to the current documents provided immediately following your consent to this Consent and/or within the current DocuSign envelope. Therefore, once you provide consent to this Consent you cannot revoke it for the current documents. However, for those documents provided under the eDocuments Services Agreement or for Electronic Documents that do not immediately follow this Consent, including, but not limited to, Notices for commercial card and Specifications, you may withdraw your consent to this Consent at any time by calling us as provided below under the heading entitled, "How to Contact Us."

Your withdrawal of consent will need to state clearly your full e-mail address, entire name, mailing address, telephone number and a statement indicating which future Electronic Documents and/or which one of the services you are withdrawing your Consent. For example, if you are withdrawing your Consent in connection with the eDocuments Services Agreement, then please tell us which eCommunication you would like in paper instead (however, we still reserve the right of also making electronic documents available to you).

The consequences of withdrawing your consent for future eCommunications, Notices (in connection with commercial card) or Specifications are: (i) it may take a longer time for the paper communication to be delivered and/or received by you; (ii) it may take a longer time for the particular product or service to be set up for use or access by you; (iii) you will be required to execute an amendment to the Commercial Card Master Agreement, if you are a commercial card customer; and (iv) some account types charge a monthly service fee for paper statements. (See the applicable deposit account disclosure for your account.)

Please Note: Any cancellation or withdrawal of this Consent: (i) is not applicable to any other consent that you may have provided the Bank in connection with other products and services; and (ii) is not retroactive and all past electronic agreements and delivered Electronic Documents in connection with this Consent are still valid.

How to Update Your Records. It is your responsibility to provide us with an accurate, up to date and complete email address. Specifically, you must immediately contact us to update changes to your email address, mobile device telephone number and postal address related to this Consent. You can do so by contacting your local branch in person or calling us at the applicable telephone number provided below under the heading entitled, "How to Contact Us."

Hardware and Software Requirements. The following are the hardware and software requirements that apply if you are providing your consent to this Consent through the DocuSign platform: In order for you to provide consent to this Consent and execute and/or receive Electronic Documents, you must have certain computer capabilities and/or Mobile Device capabilities, which we may change from time to time without prior notice to you unless prohibited by applicable law. Generally, in order to consent to this Consent, you must have: (i) a computer/and/or a Mobile Device; (ii) an internet connection; (iii) a current operating system; (iv) an up to date browser with adequate security; (v) sufficient memory to download and retain Electronic Documents; (vi) a printer, if you want to be able to print your Electronic Documents; (vii) a valid and active email address; (viii) the ability to connect to websites via hyperlinks provided in an email; (ix) the ability to engage in SMS text messaging on your Mobile Device;

and (x) up to date software for reading and saving PDF and HTML documents. The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

In addition to the foregoing, to use the DocuSign system, you or your agents may be required to register with DocuSign as a user.

The following are the hardware and software requirements that apply if you are providing your consent to this Consent outside of the DocuSign platform: (i) you must have a computer and/or a Mobile device; (ii) a current operating system; (iii) a printer (if you want to be able to print your Electronic Documents); (iv) sufficient memory to download and retain Electronic Documents; (v) your computer and/or Mobile Device must use commonly accepted and recently updated software for reading and saving PDF and HTML documents; (vi) you must have an internet service provider and/or mobile communications data service provider; (vii) your computer or Mobile Device must use a commonly accepted and recently updated version of an HTML compliant web browser that supports the latest protocols for encryption; (viii) you must maintain, provide and update us with your active and valid email address(es) for use in sending, receiving and retaining disclosures and other communications; and (ix) you must be able to connect to websites via hyperlinks in email.

Also, you may be required to be enrolled in and actively be using online banking, mobile banking or treasury management services, as applicable (e.g. certain Services, such as eStatements, eNotices and eTax Documents services, require enrollment and activation in online banking, mobile banking or treasury management services). Further, for mobile banking you must also have: (i) the most recent version of our mobile banking software installed on your Mobile Device that has a camera; (ii) your Mobile Device and mobile phone number registered with online banking or treasury management banking; and (iii) your Mobile Device enabled for SMS text messaging. Finally, you must regularly install updates as they become available to your computer's and/or Mobile Device's operating system, web browser and PDF reader (and, if applicable, your mobile banking software).

If you are not able to access, view and print or save the Electronic Documents, then please do not proceed with providing your Consent.

Requesting Paper Copies. For Electronic Documents subject to this Consent, you may request a paper copy by visiting or calling your local branch or calling the applicable phone number listed below under the heading entitled, "How to Contact Us." However, Private Banking and Premier Wealth Management consumer sweep clients should contact their Banker directly in order to request a paper copy. Also, treasury management customers with access to our Wire Room or calling the Central Wires Department must indicate whether they want paper or electronic copy at the exact time the customer executes the request for a PIN. In the event a customer requested electronic PIN delivery for wires and later wants a paper copy, the customer must specifically access their link provided by DocuSign within two weeks of activating the request for the PIN and download a copy of the electronic PIN.

Generally, we do not send a paper copy of any Electronic Document unless you specifically request that we do so. There are no fees for sending you one or more paper copies of an Electronic Document through the United States Postal Service. However, if your request falls under statement/research services, then applicable fees apply.

How to Contact Us.

You can contact us by calling the telephone number for where your accounts are held.

Please note: Commercial loan applicants or customers may choose to contact their Commercial Loan Banker directly and Private Banking and Premier Wealth Management consumer sweep clients may choose to contact their Banker directly.

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<u>For Customers of:</u>	<u>Call:</u>
Amegy Bank	(888) 500-2960
California Bank & Trust	(888) 217-1265
Commerce Bank of Oregon	(866) 548-1020
Commerce Bank of Washington	(800) 998-4035
National Bank of Arizona	(800) 497-8168
Nevada State Bank	(888) 835-0551
Vectra Bank Colorado	(800) 884-6725
Zions Bank	(800) 974-8800

However, if you are a treasury management customer and need to contact us in connection with treasury management document(s), then you can contact us by calling or emailing us as set forth below.

<u>For Customers of:</u>	<u>Call:</u>	<u>E-mail:</u>
Amegy Bank	(888) 539-7928	tmclientservices@amegybank.com
California Bank & Trust	(888) 316-6500	tmclientservices@calbt.com
The Commerce Bank of Oregon	(866) 548-1020	clientservice@tcboregon.com
The Commerce Bank of Washington	(206) 292-4550	cmops@tcbwa.com
National Bank of Arizona	(888) 241-5550	tmclientservices@nbarizona.com
Nevada State Bank	(800) 693-7695	tmclientservices@nsbank.com
Vectra Bank Colorado	(800) 341-8156	tmclientservices@vectrabank.com
Zions Bank	(800) 726-7503	tmclientservices@zionsbank.com

Communications in Writing. All information provided by us in electronic form will be considered a “writing.” You should print or download for your records a copy of this Consent and any other Electronic Document that is important to you.

Federal Law. You acknowledge and agree that your consent to Electronic Documents is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (“Act”), and that you and we both intend for the Act to apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination and Changes. We reserve the right, in our sole discretion, to discontinue the provision of Electronic Documents, or to terminate or change the terms and conditions on which we provide Electronic Documents. We will provide you with notice of any such termination or change as required by law.

In Process