ONLINE COMMERCIAL ACCOUNTS PAYABLE AGREEMENT



City National Bank

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ONLINE COMMERCIAL ACCOUNTS PAYABLE SERVICE COMMERCIAL CREDIT CARD AGREEMENT

This Online Commercial Accounts Payable ("AP") Service Commercial Credit Card Agreement, which includes any application that you submitted to the Bank ("Application") and, subject to applicable law, any changes that we make to it from time to time (the "Agreement"), governs the use and terms of your VISA® Commercial Credit Card account (the "Commercial Account") with CITY NATIONAL BANK, a national banking association, in connection with the Service (as defined below). Please read this Agreement carefully and keep it for your records.

DEFINITIONS

In addition to terms defined elsewhere, in this Agreement the following words have the following meanings:

- "**Administrator**" means one or more individuals designated by you in writing (which writing may be provided electronically) that are authorized to take actions with respect to the Commercial Account, any AP Transaction and the Service.
- "**AP Transaction**" means a transaction authorized by you to make payment to an Authorized Vendor for a Purchase Transaction, to which AP Transaction we will assign only a VAN and no plastic or physical card will be issued or available for use.
- "**Authorized Vendor**" means a vendor or merchant that is identified and authorized by you and able to accept an AP Transaction generated using the Service.
- "**Bank**," "**we**," "**us**" and "**our**" mean City National Bank and its successors and assigns.
- "**Business Day**" means Monday through Friday, excluding federal legal holidays.
- "**CAN**" means the account number assigned by Bank, from time to time, to the Commercial Account.
- "**Credit Limit**" means the aggregate maximum balance that can be outstanding at any time on the Commercial Account.
- "**Documents**" means the Software, any user identification or other codes, passwords, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you.

- "**Include**," "**includes**" and "**including**" will be deemed to be followed by the words "without limitation;"
- "**PAN**" means a primary account number established by Bank under the Commercial Account under which AP Transactions will be conducted and posted to the Commercial Account.
- "**Privacy Policy**" means Bank's current Privacy Notice, Privacy Statement, and other privacy disclosure(s) available on the Privacy and Security section at cnb.com or by contacting us.
- "**Purchase Transaction**" means a transaction under which you purchase goods or services from an Authorized Vendor, which transaction may be evidenced by a purchase order, invoice or other document.
- "**Service**" means the online Commercial AP Service provided to you under which you will initiate and engage in AP Transactions.
- "**Software**" means the web-based application accessed via a Website and the programs and data files provided for use on a computer in connection with the Service.
- "**Transaction Limit**" means the maximum dollar amount assigned by you for an AP Transaction.
- "**User Documentation**" means any written information we provide to you, including information in electronic form, as amended from time to time, which contains detailed instructions and procedures regarding the use of the Service.
- "**VAN**" means a single use virtual account number assigned by the Service to an AP Transaction.
- "**Website**" means any Internet website and/or online access channel for use in accessing the Service.
- "**You**," "**your**," "**yours**" and "**User**" mean the individual or business entity who applied to Bank for the Commercial Account and to whom Bank approved and opened the Commercial Account, and includes each Administrator.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AND MAINTAINING AN ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. This means we may require certain information

from you and each Cardholder for identification purposes, such as name, address, date of birth. We may also ask to see your driver's license or other identifying documents. We may also require other information for the issuance, maintenance and service of the Accounts and related Cards and Access Devices for purposes of authentication and fraud prevention purposes (e.g., valid mobile phone numbers).

ONLINE ACCOUNT MANAGEMENT SERVICE

Enrollment in the Account and Statement Management Modules ("**ASM Module**") and the Report and Expense Management Modules ("**REM Module**") of our online account management service (also known as our Commercial Card Online service) is mandatory. The ASM Module and REM Module are collectively referred to in this Agreement as the "**Online Modules**." You agree to comply with all of the terms and conditions of the applicable agreements for the Online Modules, including any license agreements, which agreements will be provided to you separately. The Online Modules are provided and serviced through a third-party processor (the "**Processor**"). You acknowledge and agree that the Processor is solely responsible for the performance of the Online Modules and the services provided through each of the Online Modules. You also acknowledge and agree that Bank will not be liable for any failure of performance, error, omission, interruption, or other failure of operation of the Online Modules or the service provided by the Processor, or any damages (including without limitation direct, indirect, punitive, special, incidental or consequential damages, costs, lost profits, losses or other expenses) arising in connection with the use of such Online Modules or service.

COMMERCIAL AP SERVICE

You must enroll in the Service to be able to initiate payment instructions online in accordance with the Documents provided to you to request an AP Transaction to pay an Authorized Vendor in accordance with the User Documentation and Software. You may request more than one PAN for purposes of engaging in AP Transactions. You may begin using the Service once we have approved you for such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements that we may require. Whenever you use the Service, you agree to be bound by this Agreement, as amended from time to time, and to

comply with the procedures in the User Documentation, as amended from time to time, provided to you or for which you have access, in connection with the Service.

The Service is provided and serviced through a third-party processor ("**Service Processor**"). You are the User of the Service provided by Service Processor. Terms of use set by the Service Processor are available online when you access the Service. By using the Service, you acknowledge and agree to these terms. If you do not agree with the terms, you may not use the Service. You acknowledge and agree that Bank will not be liable for any failure of performance, error, omission, interruption, or other failure of operation of the Service not attributable to Bank. You also acknowledge and agree that Bank will not be liable for any failure of performance, error, omission, interruption, or other failure of operation of the Online Modules or the service provided by the Processor, or any damages (including without limitation direct, indirect, punitive, special, incidental or consequential damages, costs, lost profits, or other expenses) arising in connection with the use of the Service.

COMMERCIAL ACCOUNT

You or any Administrator may from time to time request that we establish one or more PANs. You agree and acknowledge that no plastic or physical cards, personal identification numbers or other access devices (other than VANs) will be issued under the Commercial Account. The Service will generally assign a distinct VAN for each AP Transaction. This Agreement will govern the Commercial Account, and all PANs, AP Transactions and VANs established in connection therewith. The Commercial Account and each AP Transaction cannot be used to pay for Purchase Transactions that are denominated in a currency which is not United States dollars or for Purchase Transactions that are conducted outside the United States even if they are denominated in United States Dollars. You also agree and acknowledge that cash advances are not available and will not be made under the Commercial Account. In the event that you make a payment outside of the United States or a payment denominated in foreign currency, we may assess a Foreign Transaction Fee as set forth in the applicable Fee Schedule.

You agree that (i) you and any designee (including Administrators) will only use the Commercial Account, PANs, AP Transactions, and VANs for business purposes, and (ii) you or your Administrator will disable any user profiles that are no longer required

due to employee termination or changes in business practices. You also agree to contact the Bank if your Administrator changes so that the Bank can replace them with another user from your organization.

BUSINESS PURPOSE

The Commercial Account will be used solely by you to obtain credit for business purposes. You agree that no Commercial Account or any AP Transaction will be used for any personal, family or household purpose. You are responsible for instructing all Administrators of this business purpose. As such and to the extent permitted by applicable law, the Commercial Account and this Agreement are not subject to any statutes or regulations that apply to credit primarily used for personal, family or household purposes.

You agree to indemnify Bank and hold Bank harmless from any and all liability, loss or expense, including reasonable attorney's fees, arising from or out of any violation or alleged violation of the Truth-in-Lending Act or Regulation Z made or asserted against Bank based upon any use of the Commercial Account for an alleged consumer purpose

However, all amounts advanced under the Commercial Account are subject to the promise to pay set forth below and the other provisions in this Agreement regardless of the purposes of any AP Transaction.

You agree not to permit any person to use a VAN other than an Authorized Vendor designated by you for an AP Transaction. Neither you nor any Authorized Vendor shall share the PAN or any VAN with anyone. Both we and third parties may provide you with benefits and services that are not described in this Agreement. These benefits and services are not part of this Agreement and may be added, deleted or changed at any time without notice. We are not responsible for benefits and services provided by third parties.

IMPERMISSIBLE TRANSACTIONS

You agree that the Commercial Account, each AP Transaction and each VAN will be used only for lawful purposes. None of the Commercial Account, any AP Transaction or any VAN will be used for any Internet or illegal gambling transactions, but you will be responsible for any such transactions, which will be subject to all of the provisions of this Agreement. We will not be liable if you use the Commercial Account or any AP Transaction or VAN in any illegal transaction.

You acknowledge and agree that no Commercial

Account nor any AP Transaction or VAN can be used 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 Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**"). Additionally, you have verified that none of the Administrators (i) are a Sanctioned Person or a Sanctioned Entity, (ii) have its assets located in Sanctioned Entities, or (iii) derive revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities.

As used herein, (x) "**Sanctioned Person**" means any government, country, corporation or other entity, group or individual with whom or which OFAC prohibits a U.S. person from engaging in transaction and includes any individual or corporation or other entity that appears on the current Specially Designated Nationals and Blocked Persons list published by OFAC and (y) "**Sanctioned Entity**" means (a) An agency of the government of, (b) an organization directly or indirectly controlled by, or (c) a person resident in, a country that is subject to a sanctions program identified on the list maintained by OFAC and available at http://www.treas.gov/offices/enforcement/ofac/sanctions/index.html or as otherwise published from time to time as such program may be applicable to such agency, organization or person.

PROMISE TO PAY

You promise to repay all amounts advanced on the Commercial Account (notwithstanding any terms relating to a Purchase Transaction to the contrary), plus all Finance Charges, late charges and other charges and fees imposed on the Commercial Account in accordance with the terms of this Agreement. You agree you are liable for all of these amounts, including amounts related to AP Transactions that are used for personal, family or household purposes or are otherwise in violation of this Agreement.

CREDIT LIMIT

We will inform you by written notice of the amount of the initial approved Credit Limit for the Commercial Account and such written notice is made a part of this Agreement. **Note**: We can increase or decrease the Credit Limit on the Commercial Account or the Credit Limit of an Account at any time, either permanently or temporarily, without prior notice to you.

You agree not to permit the outstanding balance of

the Commercial Account (including all accrued but unpaid advances, Finance Charges, and other fees and charges) to exceed its assigned Credit Limit. If any AP Transaction would cause the Credit Limit on the Commercial Account to be exceeded, we can refuse to authorize the AP Transaction, or charge the Commercial Account for the AP Transaction without giving up any of our rights or remedies under this Agreement. Any AP Transaction honored in excess of the Commercial Account's assigned Credit Limit will be subject to the terms of this Agreement, but will not result in any increase of the Commercial Account's Credit Limit unless we expressly notify you in writing. We will not be liable to you if an AP Transaction is not honored for any reason, even if the Commercial Account had sufficient credit available under its assigned Credit Limit. You agree to pay us on demand for any amount by which the outstanding balance on the Commercial Account exceeds its assigned Credit Limit.

TRANSACTION LIMIT

You shall establish a specific Transaction Limit for each AP Transaction or multiple AP Transactions.

FEES AND CHARGES

We may charge our fees and charges on your Commercial Account as set forth in the applicable Fee Schedule. You are separately provided a schedule of our fees and charges. When a fee or charge is changed, we will notify you as required by law. You may obtain our current fee schedule for your account from your Relationship Manager or a Client Representative at your branch.

BILLING CYCLES, STATEMENTS, AND PAYMENTS

- **Billing Cycles**—A billing cycle is the time beginning the day following one billing statement closing date through and including the next billing statement closing date. You may select either (i) a 7-day billing cycle (**"7-Day Cycle**"), (ii) a 14-Day billing cycle ("**14-Day Cycle**"), or (iii) a monthly billing cycle ("**Monthly Cycle**") by completing and submitting to us your selection on our designated form. You may request a change in the billing cycle from one billing cycle to another billing cycle not more than once every six (6) months by submitting a request to your Relationship Manager or other method acceptable to us. Your change to the new billing cycle will take effect once we have the opportunity to act upon it, and at our sole option, may only occur at the end of your current billing cycle.

- **Electronic Billing Statements Only**—You agree that the billing statements to be provided to you in connection with the Commercial Account will only be available in electronic form and retrievable by you via our online account management service (discussed below). You agree to retrieve each billing statement each billing cycle and to make payments as provided in this Agreement. A billing statement will only be issued if for the billing cycle the Commercial Account has an outstanding balance of $1.00 or more, if a Finance Charge has been imposed during the billing cycle, or if transactions posted during the billing cycle. Each billing statement will provide the information required by law, including the outstanding balance of the Commercial Account at the end of each billing cycle (the "New Balance").

  A billing statement may not be provided if we believe that the Commercial Account is uncollectible, if delinquency proceedings have been initiated, if we have charged off the Commercial Account and will not charge any additional fees or Finance Charges on the Commercial Account, or if furnishing the statement would violate applicable federal law

- **Minimum Payment**—You must pay the Minimum Payment Due in full by the Payment Due Date shown on the billing statement. The Minimum Payment Due for each billing cycle is equal to the total outstanding balance owed on the Commercial Account as of the end of the billing cycle and will be designated on the billing statement as the New Balance. **YOU MAY PAY THE TOTAL INDEBTEDNESS (New Balance) AT ANY TIME**.

- **Automatic Payments Only**—Automatic payment of the Minimum Payment Due is required for the Service. The payment will be debited via ACH from the payment deposit account at a U.S. financial institution (the "**Payment Deposit Account**") you designated and authorized pursuant to the Application on the Payment Due Date indicated on your billing statement. If any automatic payment is returned unpaid at any time due to insufficient funds or we receive notice that the Payment Deposit Account is closed or suspended, or the Payment Deposit Account Number or Routing/Transit Number is invalid, we may, at our option, cancel or close the Commercial Account. An automatic payment returned for any reason may be assessed a "Returned Payment Charge." See

applicable Fee Schedule. In addition, the U.S. financial institution where the Payment Deposit Account is maintained may assess an insufficient funds or other similar fee on your Payment Deposit Account.

- **Payment Due Date**—The Payment Due Date for each billing cycle is: (i) three (3) days after the Closing Date shown on the billing statement for a 7-Day Cycle, (ii) seven (7) days after the Closing Date shown on the billing statement for a 14-Day Cycle, or (iii) 15 days after the Closing Date shown on the billing statement for a Monthly Cycle.
- **Payments Generally**—All payments must be made in U.S. Dollars. Except as indicated in the "Automatic Payments Required" section above, you may make additional payments on the Commercial Account by a check, draft, money order or other negotiable instrument drawn on a U.S. financial institution, or by an electronic payment method that is acceptable to us. All payments (other than electronic payments and as indicated in the "Automatic Payments Required" section above) must be sent to the address shown on the most recent billing statement. There could be a delay of up to five (5) days in crediting any payment if you send any payment to us at any of our other addresses or you otherwise fail to follow our requirements for payments. This may result in the imposition of late charges and additional Finance Charges, and it may also result in your default under this Agreement. You agree not to use the proceeds of any advance on the Commercial Account or an Account to make payments on any Account or to make payments on other loans from us.
- **Payment Posting**—Any payment received for your Commercial Account is subject to verification and final collection. We may delay crediting your Commercial Account or Account, as applicable, or increasing available credit until we confirm receipt of good and collected funds. Any credit given before final settlement is provisional and may be revoked if the payment is returned, reversed or otherwise not collected.
- **Payment Allocation**—Subject to applicable law, we may apply payments and credits in a way that is most favorable to or convenient for us. If the Commercial Account has balances with different ANNUAL PERCENTAGE RATES, subject to applicable law, we will decide how to allocate the amount of the Minimum

Payment Due. We may adjust the Commercial Account as appropriate to address errors, returned items, dishonored payments and other matters.

- **Payments Marked "Paid In Full," Etc.**—We may receive letters, checks or other types of payment showing "payment in full" or using other language to indicate satisfaction of your debt, without waiving any of our rights to receive full payment under this Agreement. You must send any such communication and payment to City National Bank, 555 South Flower Street, 19th Floor, Los Angeles, CA 90071, Attention: Credit Card Operations. Satisfaction of your debt for less than the full amount due requires a written agreement by us, signed by one of our authorized officers.
- **Postdated Checks**—You agree that that no payments will be made by postdated check or other payment instrument. If we receive a payment made by a postdated check or other payment instrument, we may deposit it and will have no liability if it is posted to your checking account prior to the date appearing on the check or other payment instrument.
- **Credit Balances**—Any credit balance on the Commercial Account may, at our option and without prior notice to you, be applied to any amounts owed by you or any of your affiliates to us or any of our affiliates, whether arising under this Agreement or otherwise, to the extent permitted by applicable law. We may also hold such credit balance pending resolution of disputed transactions, chargebacks, returns, adjustments, or other obligations relating to the Commercial Account. Unless otherwise required by applicable law, no interest will be paid on any credit balance. You may request a refund of an undisputed credit balance in accordance with our procedures then in effect. We reserve the right to require reasonable documentation or verification before issuing any refund. If a credit balance remains unclaimed, unredeemed or otherwise inactive for the period required under appliable unclaimed property, abandoned property or escheat laws, we may report and remit such funds to the appropriate governmental authority in accordance with applicable law. Following such remittance, we shall have no further liability with respect to the credit balance, and any claim for such funds must be made directly to the applicable governmental authority. You may request a refund of

a credit balance shown on your billing statement at any time by writing to us at the City National Bank, 555 South Flower Street, 19th Floor, Los Angeles, CA 90071, Attention: Credit Card Operations. Your request must be in writing and in a mailing separate from your payment. Written notices on the payment coupon that is returned to us with a payment will be insufficient for this purpose. We may reduce the amount of any credit balance by the amount of new charges or fees billed to the Commercial Account.

- **Immediate Payment Posting**—If you wish to make a payment to the Commercial Account and you maintain a checking or savings account with us, then except as provided below, you may call us on the day that you wish the payment to be made and request that we debit your checking or savings account for the amount of the payment. Your payment request must be received by us no later than 1:00 p.m. Pacific Time, on a Business Day, if you wish us to make the payment to the Commercial Account on that Business Day. To make a payment request, call your relationship manager at the Bank or the telephone number on the most recent billing statement. If a payment request is received by us after 1:00 p.m. Pacific Time on a Business Day, the payment will be processed in accordance with our normal payment procedures and no special handling fee will be charged to the Commercial Account. If you have more than one checking or savings account with us, you may designate only one account to be debited for the payment. Debits from multiple checking or savings accounts are not permitted. Once your request has been received by us, it cannot be revoked or changed. You must have sufficient collected funds in your checking or savings account for the payment to be processed. In addition, the checking or savings account must be in the business entity name and there cannot be any signing restrictions which would preclude you from authorizing the debit.

SECURITY INTEREST

As collateral security for repayment of all amounts due under this Agreement, you hereby grant to Bank a continuing security interest in any and all present and future funds on deposit with Bank including certificates of deposit and other deposit accounts in which you are an accountholder (with the exception of IRA, pension and other tax-deferred deposits). You agree that should there be a default hereunder, Bank

may at any time thereafter apply any such funds on deposit with Bank toward any unpaid balance of the Commercial Card Account. Bank reserves the right to request a security agreement, guaranty or other collateral document in its discretion. Bank may also request additional collateral security for the obligations hereunder which may require additional documentation.

DEFAULT

The occurrence of any of the following will constitute a default under this Agreement:

(1) the failure to make any payment when due under this Agreement or a payment to us is returned or reversed for any reason;

(2) the failure by you to comply with any of the terms or conditions of this Agreement;

(3) you fail to meet any other obligations to Bank, however arising, whether related or unrelated to this Agreement, including any obligations you have to Bank, as borrower, guarantor, pledgor, grantor or in any other capacity, under any note, account agreement, guaranty, loan agreement, security agreement or other credit or service document;

(4) any material default in the payment or performance of any obligation for borrowed money, any purchase obligation or any other liability of any kind to any person or entity, including us;

(5) there is an attachment, execution or levy against you or your property;

(6) the filing of a petition for bankruptcy, insolvency, receivership or similar protection is filed against you;

(7) any Authorized User exceeds his/her credit line or your overall credit limit is exceeded;

(8) you are dissolved, consolidated or merged, or a change in control of ownership occurs;

(9) if applicable, any guarantor of this Agreement becomes insolvent, dies or becomes incompetent, or revokes or disputes the validity of, or liability under any guaranty of indebtedness that includes this Agreement;

(10) if applicable, any guarantor of this Agreement fails to comply with any term or condition in the applicable guaranty;

(11) any financial statement provided by you or

any guarantor to us is false or misleading;

(12) any sale or transfer of all or a substantial or material part of the assets of any of you or any guarantor, other than in the ordinary course of business; or

(13) Bank believes in good faith that the payment or performance of your obligations to Bank is impaired for any reason.

REMEDIES UPON DEFAULT

In the event of a default, we may, at our option, in addition to such other remedies as we may have with respect to such default and without prior notice to you or any Authorized Vendor, do one or more of the following: (a) require immediate payment in full of the entire outstanding balance and all accrued Finance Charges and other fees and charges owed on the Commercial Account and under this Agreement; (b) suspend further credit privileges on the Commercial Account; (c) cancel the Commercial Account; or (d) suspend any features of the Commercial Account. Following the exercise of any such remedy, you will remain subject to the provisions of this Agreement, including your obligation to repay the outstanding balance of the Commercial Account.

COLLECTION COSTS

Subject to applicable law, you agree to pay all costs and expenses we may incur in collecting amounts owed under this Agreement, or otherwise enforcing or protecting our rights with respect to the Commercial Account, whether or not a lawsuit is filed. These costs and expenses include, but are not limited to, court costs, legal fees, attorneys' fees (which may include, as permitted by applicable law, those of attorneys employed by us). We may charge the Commercial Account for any or all collection costs incurred with respect to the Commercial Account.

OTHER RIGHTS TO CANCEL OR CHANGE CREDIT PRIVILEGES

You may cancel the Commercial Account or terminate your credit privileges any time by providing us with written notice at the address stated in your most recent billing statement. Any cancellation or termination of the Commercial Account will result in a simultaneous cancellation or termination of all PANs and all outstanding VANs issued on AP Transactions and shall be binding on the Authorized Vendors.

Except as limited by applicable law, we reserve the right to cancel, suspend or terminate credit privileges

on the Commercial Account at any time (even if you are not in default under this Agreement) without prior notice. This may include changing Credit Limits, setting limits on transaction amounts, transaction types, or number of transactions. If the Commercial Account is canceled or credit privileges are changed, suspended or terminated by you or us, we will not be obligated to make further advances on the Commercial Account or issue additional VANs for AP Transactions, but you will remain subject to the provisions of this Agreement, including your obligation to repay the outstanding balance of the Commercial Account. In the event of any cancellation or termination, whether by you or by us, you will continue to be responsible for all transactions occurring under the Commercial Account until the cancellation or termination is effected by us.

AMENDMENTS

Subject to applicable law, We may amend any of the terms of this Agreement and the Applicable Fee Schedule at any time, without notice, except as required by law. SUBJECT TO APPLICABLE LAW, ANY NEW TERMS MAY, AT OUR OPTION, BE APPLIED TO THE OUTSTANDING BALANCE OF THE COMMERCIAL ACCOUNT AND ANY AND ALL ACCOUNTS AT THE TIME OF CHANGE, AS WELL AS TO FUTURE TRANSACTIONS, REGARDLESS OF WHETHER YOU CONTINUE TO USE THE COMMERCIAL ACCOUNT AFTER THE NEW TERMS BECOME EFFECTIVE. We will send you any notice of the change that is required by applicable law. If the notice gives you the opportunity to reject the change, and you reject the change in the manner provided in the notice, we may cancel the Commercial Account and any and all PANs and VANs.

DISCLAIMER

BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU WITH RESPECT TO THE COMMERCIAL CARD ACCOUNT OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SERVICES PROVIDED HEREIN ARE PROVIDED ON AN “AS IS” BASIS WITHOUT RECOURSE TO BANK.

LIMITATION OF LIABILITY

YOU AGREE THAT AN IMMATERIAL DEVIATION BY BANK FROM THE TERMS SET FORTH IN THE AGREEMENT SHALL NOT BE DEEMED A FAILURE

TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. TO THE EXTENT PERMITTED BY LAW, BANK WILL NOT BE LIABLE (1) FOR ANY INDIRECT, SPECIAL CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, (2) FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ACT OR OMISSION ON THE PART OF ANY PERSON NOT WITHIN BANK'S REASONABLE CONTROL, OR ANY ERROR, FAILURE OR DELAY IN EXECUTION OF ANY TRANSACTION RESULTING FROM CIRCUMSTANCES BEYOND BANK'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, ANY INOPERABILITY OF COMMUNICATIONS FACILITIES OR OTHER TECHNOLOGICAL FAILURE AND (3) FOR ANYTHING RELATING TO THE COMMERCIAL CARD ACCOUNT OR THIS AGREEMENT EXCEPT TO THE EXTENT DIRECTLY ARISING OUT OF BANK'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ASSIGNMENT

We may sell, transfer or assign this Agreement, the Commercial Account, or the amount owing under the Commercial Account without notice to you. You may not sell, transfer or assign the Commercial Account or any of your obligations under this Agreement.

FINANCIAL AND OTHER INFORMATION

You represent and promise to us that (a) your most recent financial statements provided to us are true, complete and correct in all material respects, (b) they fairly represent your financial condition as of the date shown on such statements, and (c) no material adverse change has occurred in your financial condition since that date. You also represent and promise to us that the most recent federal income tax return and all schedules attached to such return ("Federal Tax Return") that you have given to us are a true and correct copy of such Federal Tax Return filed with the Internal Revenue Service for the tax period ending on the date indicated in such Federal Tax Return. We may reinvestigate any information you provided to us on or with your Application for the Commercial Account at any time. From time to time, you agree to promptly provide us with such financial statements and other information as we may request regarding you and your business operations and financial affairs. You authorize us to request and receive, from time to time, information from others concerning you and your credit history, and

to answer questions and requests from, and provide information to, others (such as credit reporting agencies) about your credit or our other experience with you.

CHANGE OF NAME OR ADDRESS

If you change your name, your address or your telephone number, you agree to give us written notice of such change so we can change our records. Such written notice should be sent to us at City National Bank, 555 South Flower Street, 19th Floor, Los Angeles, CA 90071, Attention: Credit Card Operations.

UNAUTHORIZED USE OF COMMERCIAL ACCOUNT

If you think that the Commercial Account, the PAN or any VAN is being or may be used without your permission or in an unauthorized manner, you agree to notify us immediately by calling or writing to us at the telephone number or address shown on your most recent billing statement. If you notify us by telephone, then at our request, you agree to follow this up with written notice to us. Neither you nor any Authorized Vendor will use a VAN after we have been notified.

Subject to applicable law, you will be liable for the unauthorized use of an AP Transaction and any related VAN, unless and until you notify us, by telephone or in writing of the possible unauthorized use of any AP Transaction or related VAN, but you must identify for us the AP Transactions that (i) were not made by you or other person authorized by you, and (ii) from which you or such other authorized person received no benefit. Notwithstanding the foregoing, if we issue fewer than ten (10) VANs on the Commercial Account, your liability will not exceed $50 per PAN for any unauthorized use or series of unauthorized uses on that PAN.

You will assist us, and will cause any Vendor User to assist us, in our investigation by providing information relating to any unauthorized use of Commercial Account, the CAN or any VAN and by complying with such procedures as we may require in connection with our investigation.

At any time there is any possible unauthorized use of the Commercial Account, the CAN or any VAN, we may close the Commercial Account and cancel any outstanding CANs or VANs and open a new Commercial Account. Such new Commercial Account will be subject to the terms of this Agreement, as amended from time to time.

DUTY TO REVIEW BILLING STATEMENTS; BILLING DISPUTES AND CHARGEBACK REQUESTS

Upon receipt, you agree to promptly and carefully

examine, or cause to be promptly and carefully examined, the billing statement(s) for the Commercial Card Account(s). You are in the best position to discover erroneous or unauthorized transactions. If you suspect there is an error on a billing statement, you should notify us as soon as possible.

You may dispute amounts set forth on a billing statement that you reasonably believe is incorrect because (i) the amount does not reflect the actual face value of the transaction, (ii) the transaction on the billing statement did not result from the use of a VAN/CAN, (iii) any fee on the billing statement is inaccurate or not properly accrued, or (iv) the transaction is disputable with the honoring merchant under applicable Visa rules; provided, that in any case, you notify us within sixty (60) days of the transaction date of the disputed transaction or amount. Each request hereunder will be in writing and contain the following information (1) name and VAN/CAN, (2) dollar amount of any billing dispute or suspected error, (3) reason for the dispute, and (4) if applicable, a summary of the steps already taken with the merchant to resolve the matter. We will investigate and determine whether the amount is properly payable by you. Until we complete the investigation and make a determination, you will not be responsible for the amount of the disputed transaction. You agree that your failure to dispute a transaction or other charge within sixty (60) days from the transaction date shall constitute a waiver of any right you may have to dispute the transaction or charge. In the event that the honoring merchant may be held liable under applicable Visa rules, we will attempt to charge the transaction back to the merchant in accordance with Visa rules and procedures. However, such attempted chargeback by us will not relieve you of your liability for the amount of the transaction even though the transaction may have been provisionally credited to your Commercial Account.

DISPUTES OVER TRANSACTIONS

Bank has no liability for goods or services purchased with, or for a merchant's failure to honor purchases or transactions made under the Commercial Account. In a dispute with a merchant, Bank will be subrogated to your rights against the merchant. You shall make a good faith effort to resolve or otherwise settle all disputes in any way related to goods or delivery of services or performance directly with the merchant involved. Notwithstanding any dispute, you remain subject to the payment obligations under this Agreement. You shall not

assert against Bank any claims or defenses that you may have or believe that you have against the merchant.

WAIVER

We may delay or waive enforcement of any provision of this Agreement with respect to the Commercial Account without losing our rights to enforce the same provision later, or another provision at another time.

TELEPHONE MONITORING

Your telephone calls with us and/or our agent regarding your Commercial Account or any AP Transaction may be monitored and recorded for the purpose of assuring quality service or as required by applicable law. We may retain any telephone recording for such time as we will determine, but we will have no liability to you if we do not retain the recording.

NOTICES

We will send any notices to you at the address to which billing statements are mailed. Except as otherwise provided in this Agreement, you will send all notices to us to the address shown on the most recent billing statement for the Commercial Account.

CUMULATIVE RIGHTS

All rights and remedies granted to us under this Agreement are cumulative and no one such right or remedy is exclusive to any other.

CHOICE OF LAW

This Agreement (including all provisions relating to rates, fees and charges), the Commercial Account and all transactions hereunder will be governed by federal law and the laws of the State of California (without reference to such state's conflicts of law rules), whether or not you live or have your business or undertake any transactions hereunder in California.

DATA USE AND DISCLOSURE

You acknowledge and agree that we may collect, use, process, store and disclose information and data relating to you and your Accounts, Cards, transactions and use of the related services ("Client Data") as necessary or appropriate to: (a) provide, administer and support your Accounts, Cards, transactions and use of related services; (b) process and transmit transactions and instructions; (c) operate, maintain and improve the card related services and Bank's systems and technology; (d) comply with applicable law and regulatory requirements; and (e) prevent fraud, manage risk, and ensure the security and integrity of Bank's operations.

We may disclose Client Data to our affiliates, agents, service providers, and other third-party vendors engaged by us to support or facilitate the provision, operation, maintenance or enhancement of the Accounts, Cards, transactions and related services, including but not limited to card and payment networks, clearing systems, processors and technology providers. We will require such parties to maintain the confidentiality and security of Client Data and to use such information solely for the purposes for which it is disclosed. You further agree that we may use or disclose aggregated, de-identified, or anonymized information derived from Client Data for analytical, research, product development, or other legitimate business purposes.

Nothing in this section shall limit our ability to disclose Client Data as required by law, regulation or lawful order of a government authority, or as otherwise permitted under our Privacy Policy.

DISPUTE RESOLUTION

Subject to the Section entitled "Duty to Review Billing Statements; Billing Disputes and Chargeback Requests" above, you agree that any dispute, problem, or concern arising out of, affecting, or relating to your Account(s), and/or the products or services we have provided, will provide, or have offered to provide to you, and/or any aspect of your relationship with us hereunder (hereafter referred to as the "Claims"), will be resolved using the procedures set forth below.

- **Appeal**. If, in any arbitration, a single arbitrator awards $0 to the claimant, then the claimant may appeal. If, in any arbitration, a single arbitrator awards more than $100,000 against the non-claimant, then the non-claimant may appeal. Except as specified in the foregoing two sentences, no party may appeal any arbitration award. Any appeal must be filed in writing with AAA or JAMS within thirty days of award issuance. If a party files a timely and proper appeal, the appeal shall be heard by a panel of three neutral arbitrators. No new testimony or evidence may be presented on appeal. The panel shall not be bound by any factual findings or legal rulings made by the single arbitrator, and may reconsider all factual and legal issues de novo. The panel shall decide the appeal by majority vote. There shall be no appeal in a case where the Claims are resolved in the first instance by a majority vote of a panel of three arbitrators (i.e., in a case where the total amount of money at

issue in all Claims is greater than $500,000). Any final arbitration award after any appeal has been concluded shall be binding on the named parties, may be entered as a judgment in court, and shall be enforceable by any court having jurisdiction.

- **Arbitration Agreement**. Except to the extent that they may be resolved through small claims court or as set forth in the "Preservation of Remedies" section below, any and all Claims, regardless whether they (a) arise out of, affect, or relate to conduct that occurred prior to the effective date of the Agreement, or (b) are in contract, tort, statute, or otherwise, shall, at the election of either you or us, be resolved by confidential and binding arbitration.

  Either you or we may elect to resolve any and all Claims through arbitration, even if one of us has already initiated litigation in court related to such Claim(s), by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, and/or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE ANY CLAIM(S) THROUGH ARBITRATION, YOU GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR CLAIMS, RIGHTS, AND POSITIONS AS TO SUCH CLAIM(S) (except for a claim brought individually within small claims court jurisdiction, so long as the claim remains in small claims court).

  We shall mutually agree that the arbitration be administered by either the American Arbitration Association ("AAA") or JAMS, in accordance with the AAA or JAMS rules and procedures, respectively, then in effect and applicable to the type of dispute at issue (the "Rules"). The Rules can be obtained free of charge from AAA (www.adr.org) or from JAMS (www.jamsadr.com). In the event of an inconsistency or conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency or conflict. If the parties cannot mutually agree on either AAA or JAMS, then you shall select either AAA or JAMS to administer the arbitration, in accordance with that forum's applicable Rules. You may not elect to have the Claims resolved in court. If you do not select either AAA or JAMS within thirty (30) days of the date that we inform you that the parties cannot mutually agree on an arbitration forum, then we will select

either AAA or JAMS to administer the arbitration.

Any party that fails to submit to arbitration following a proper demand to do so shall bear and agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred to compel arbitration. Such party shall bear and agrees to pay such costs and expenses (1) even if such party otherwise prevails, in whole or in part, on the Claim(s); and (2) notwithstanding any other provision of this Arbitration Agreement.

This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. You and we agree that, by virtue of your relationship with us and the Account(s), products or services we have provided, will provide, or have offered to provide to you, we are participating in transactions involving the movement of money or goods among states. This Arbitration Agreement does not prevent you from submitting any issue relating to your Accounts for review or consideration by a federal, state, or local governmental agency or entity.

- **Arbitration Proceedings**. Any arbitration hearing shall take place in the city where your Account or relationship is maintained, unless the parties agree in writing to a different location. You submit to the personal jurisdiction of the state in which the arbitration hearing takes place. If both parties agree, the arbitration hearing may be conducted electronically or virtually on a platform that is acceptable to both parties. The arbitrator(s) shall apply the law in accordance with the "Choice of Law" section of the Agreement. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator(s) shall be entitled to award the same remedies that a court can award, including injunctive relief. The arbitrator(s) shall give effect to statutes of limitation, waiver and estoppel, and other affirmative defenses in resolving any Claims. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The arbitration award shall be in writing and shall be sufficient to explain the essential findings and conclusions on which it is based. Except as provided in applicable statutes or in this Arbitration Agreement, the arbitration award is not subject to review by a court and it cannot be appealed. The

Rules will determine who pays the arbitration fees and expenses, unless limited by applicable law. Unless applicable laws state otherwise, each party will pay its own attorneys', expert, and witness fees. This rule applies no matter which party wins arbitration. No person or party participating in an arbitration may disclose the arbitration's existence, content, subject, or outcome, except as necessary and required in a party's ordinary course of business or by law.

- **Preservation of Remedies**. Nothing contained in this Arbitration Agreement shall prevent you or us from applying to any court of competent jurisdiction for emergency, provisional, injunctive, or ancillary relief, such as a temporary restraining order, a temporary protective order, an attachment, an appointment of a receiver by a court having jurisdiction, or any other pre-judgment remedies. Nothing contained in this Arbitration Agreement will limit the right of any party before, during or after any proceeding hereunder: (1) to exercise any right or remedy as a secured party against any collateral pursuant to the terms of a security agreement, pledge agreement, or applicable law; (2) to exercise self-help remedies such as setoff; or (3) to comply with any legal process involving your accounts or other property. The institution and maintenance of an action for emergency, provisional, injunctive, or ancillary remedies, or exercise of a right or remedy of a secured party or a self-help remedy, will not constitute a waiver of the right of any party to (1) submit any Claim to arbitration; and/or (2) seek to compel arbitration of any Claim brought, filed, or submitted by any other party. This Arbitration Agreement shall survive the closing of your Account(s), the termination of any service(s) or product(s) that we have provided to you, the termination of the Agreement and the termination of the relationship between you and us.
- **Selection of Arbitrator(s)**. If the total amount of money at issue in all Claims is $500,000 or less, the Claims shall be resolved by a single neutral arbitrator. In that case, the arbitrator will only have the authority to award up to $500,000 in total, including all damages and costs of every kind. If the total amount of money at issue in all Claims is greater than $500,000, the Claims shall be resolved, upon the request of you or us, by a majority vote of a panel of three neutral arbitrators. Unless you and we expressly agree in

writing otherwise, a submission to a single arbitrator will be deemed a waiver of any right to recover more than $500,000. If neither you nor we request a panel of arbitrators, then the Claims shall be resolved by a single neutral arbitrator. The arbitrator(s) (a) shall be selected in accordance with the Rules; (b) must have at least fifteen (15) years' experience as an attorney, or be a retired judge; and (c) must have some experience with financial services issues or business contracts.

- **Small Claims**. If the Claims can be filed in or transferred to small claims court, they shall be resolved through small claims court and not through the Arbitration Agreement set forth below.
- **Validity and Enforceability**. Except as set forth in the following sentence, any determination as to whether this Arbitration Agreement is valid, applicable, or enforceable in part or in its entirety shall be made solely by the arbitrator(s), including without limitation any issues relating to whether a Claim is subject to arbitration. If any provision in this Arbitration Agreement is found to be unenforceable, the remaining provisions in this Arbitration Agreement shall remain fully enforceable. If, as a result of any provision in this Arbitration Agreement being found to be unenforceable, any Claim is sent to any court for resolution, then to the maximum extent permitted by the laws of the relevant jurisdiction, both you and we (a) waive and give up any and all rights that may exist to a jury trial, and (b) agree that the court shall be the trier of fact.

VENUE; JURISDICTION

If there is a lawsuit, you agree that venue and jurisdiction will be with any court of competent jurisdiction located in the county and state in which you reside (if you are a sole proprietorship) or your principal place of business is located at the time of such lawsuit.

SEVERABILITY

In the event that any provision of this Agreement is held or determined invalid or unenforceable, for any reason, the remainder of the Agreement will remain in full force and effect and unaffected by such holding or determination.



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