COMMERCIAL CARD AGREEMENT

This Commercial Card Agreement ("*Agreement*") is entered into by and between Associated Bank, National Association ("*Bank*") and the undersigned Client (**"***Client*") as of the date executed by Client as set forth on the signature page to this Agreement; provided that Client shall not have access to or use of any Cards or the Card Program until Client has been implemented by Bank. This Agreement governs the Commercial Card Program and fully supersedes and replaces any terms for Commercial Cards under any other agreement between the Bank and Client. Bank offers different types of Commercial Card Programs which may be selected by Client, subject to eligibility and Bank's approval in Bank's sole discretion. This Agreement, the Application, any additional addenda or schedules to this Agreement, and any separate loan and security agreement and guaranty terms, which are part of the instructions and/or forms submitted by Client to Bank (including by Client's Administrator), and received and accepted by Bank, are incorporated herein and made a part of this Agreement.

1. Defined Terms

"*Account Statement*" means the billing statement provided to Client summarizing the Transactions and the amount due and payable by Client.

"*Administrator*" means the individual(s) whom Client authorizes to administer the Card Program on behalf of Client. Administrators may also be a Cardholder.

"Applicable Law" means any federal and/or state law that applies to a party hereto and the Card Program, and the applicable rules and regulations promulgated by the FDIC, Office of the Comptroller of the Currency, Federal Reserve and any money transfer system, Card Association or clearing house used by Bank in providing the Card Program. This includes, but is not limited to, as applicable, the sanctions laws, regulations and orders administered by the Office of Foreign Assets Control; laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), including the Bank Secrecy Act, the U.S.A. PATRIOT Act; and restrictions imposed under the Unlawful Internet Gambling Enforcement Act of 2006.

"*Application"* means the written request submitted by Client to Bank to establish a Card Program for Client, including the options, feature and security procedures elected, and information as required by Bank.

"Authorized Representative(s)" means those individuals authorized to act on behalf of Client, including any person identified as Client's agent and any other person acting with actual or apparent authority to transact business on Client's behalf.

"*Card*" means any physical card (including a Nameless Card), Virtual Card, or any other means any Card, Virtual Card, or other virtual or physical instrument, code, or number, including Cardholder Account number, or functionality that Bank may issue or provide to Client (including its Cardholders) which allows Client and its Cardholders to execute Transactions, which is issued by Bank on Client's behalf.

"*Card Association*" means Mastercard or any other card association or payment network associated with the Cards or any Transactions, if any.

"*Card Channels*" means the Bank's online Card Program management website, application, or other online locations and tools through which Client can access and manage the creation, issuance, monitoring, and administration of Cards and Card and payment controls, including transaction authorization parameters, spending limits, merchant restrictions, reporting, and related commercial card program functionality.

"*Cardholder*" means Client's employee, agent or any other person or entity whom Client designates and to whom Bank issues a Card assigned to Client under the Card Program. If Client or a Cardholder makes a Card available for use by another party, that person will also be considered a Cardholder.

"*Cardholder Account Limit*" has the meaning as set forth in Section 5.1.

"*Card Program*" means the access to and use of commercial credit extended to Client under a Client Account(s) and accessed by way of use of Cards and Cardholder Accounts, including over the Card Channels, by Client, and the related services described in this Agreement.

"*Client Account*" has the meaning as set forth in Section 2.1.

"*Losses*" means any and all losses, liabilities, actions, claims, judgments, settlements, damages, costs and expenses, including reasonable fees, expenses and costs of outside and internal legal counsel.

"*Mobile Wallet*" has the meaning as set forth in Section 4.4.

"*Nameless Card*" has the meaning as set forth in Section 18.4.

"*Obligations*" means: (a) the aggregate outstanding principal amount of, and all interest, fees and charges on advances made by Bank on or in connection with the Client Account, through the use of a Card or otherwise (including any interest accruing after the commencement of any proceeding by or against Client under the federal or state bankruptcy, insolvency or other similar laws, and any other interest that would have accrued but for the commencement of such proceeding); (b) all of Client's obligations and liabilities for the indemnification of Bank under this Agreement; and (c) all fees, costs, charges, expenses, reimbursements and other similar obligations from time to time owing to Bank under this Agreement.

"*Payment Due Date*" has the meaning as set forth in Section 8.1.

"Security Procedures" means the procedures, access codes, passwords, applications, or other credentials or security devices provided and recommended by Bank and agreed to and used by Client to access and use the Card Channels.

"*Transactions*" means the purchase or reservation of goods or services, including fleet purchases, travel and/or entertainment expenses.

"*Unauthorized Use*" means use of a Card, Cardholder Account, Client Account and any Card Transactions where: (i) a person or entity using the Card, Cardholder Account or Client Account is not Client's employee or agent or hasn't otherwise been provided a Card or Cardholder Account by Client's employee or agent; (ii) that person or entity does not have actual, implied, or apparent authority to use such Card, Cardholder Account or Client Account, and (iii) that use does not benefit Client either directly or indirectly.

"*Vendor*" means subcontractor, agent, processor or any third party used by Bank in connection with provision of the Card Program.

"*Virtual Card*" means a Card which consists only of an electronically stored card number and for which no physical Card is issued.

2. Description of Card Program.

2.1 Client Account. At Client's request, Bank may agree to provide to Client with a Card Program on the terms and conditions set forth in this Agreement. Upon Bank's acceptance of Client's Application and execution of this Agreement, Bank will establish a credit card account for Client *("Client Account")* and an account for each Cardholder upon Client's request (a "*Cardholder Account*"). Client acknowledges and agrees to be liable to Bank for all Transactions and related interest, fees, and charges in accordance with this Agreement. Client agrees, represents, and warrants that it will only use, or cause to be used, the Card Program only for business or commercial purposes and not for personal, family, household, or other consumer purposes.

2.2 Cardholders. At Client's request Bank will issue Cards for use by Client's Cardholders to charge Transactions that are permitted pursuant to the terms of this Agreement. Cards may be issued in in the name of a group or department, or as a Nameless Card. Client is solely responsible for the use of any Card and for imposing and enforcing any limits or restraints Client wants to impost on a Cardholder's use of a Card.

3. Card Program Administration; Card Channels.

3.1 Appointment of Administrator. When establishing the Card Program, Client will assign and ensure that at all times at least one Administrator is designated, authorized, and available to administer the Card Program. Client acknowledges that Bank strongly recommends that Client designate at least two Administrators to ensure continuity of

administration in the event the primary Administrator is unavailable due to absence, termination, or other circumstances. Client will designate its Administrators for the Card Program in the implementation form. Administrators will act on Client's behalf. The permissions and powers of an Administrator include all rights belonging to Client with respect to the Card Program including the rights to: (a) manage access, request changes to, and close the Card Program; (b) name and remove Cardholders and request the issuance of Cards; and (c) establish and change roles and permissions of Cardholders (including establishing limits on the use of a Card such as Transaction limits), execute Transactions and dispute any Unauthorized Use within the Card Program. Client represents and warrants that all such designations of Administrators are duly authorized by Client and that Bank may rely completely upon such designations. Bank may rely upon any instruction, decision, representation, designation of authority, or information that Bank, in its sole discretion, believes to have been initiated from Client's Administrator, regardless of the actual sender.

3.2 Use of Card Channels. Bank may make some or all portions of the Card Program available through Card Channels, including Bank's online Card Program management website, mobile application, and other related internet channels, as may be made available by Bank from time to time. Administrators may use Card Channels to administer and manage the Cards and Card Program. Certain Card Channels give Cardholders who register the ability to access and manage their Card Accounts. Cardholders and Administrators can view account statements, balances and Transaction information, and can set alerts and notifications regarding the Cards, commensurate with the Cardholder or Administrator's authority granted by Client. Client's use of the Card Channels shall be governed by this Agreement, in addition to any end user terms or license agreements applicable to the Card Channel. Client agrees that all electronic communications that Bank receives on or through the Card Channels, such as those directing Bank to take an action with respect to the Card Program (including, but not limited to, issuing Cards), through the Security Procedures assigned to Client (including its Administrators and Cardholders) will be deemed valid, authentic, and binding obligations of Client.

3.3 Security Procedures. Bank will assign Security Procedures to Client's Administrator(s) to manage the Card Program using the Card Channels. Client agrees that the Security Procedures are commercially reasonable to protect the interests of Client when using the Card Channels and activities in the Card Program, and commercially reasonable for the instructions, Transactions, communications and Cards and accounts accessed by Client using the Card Channels. Client is responsible for the activities and instructions issued on any device using the Security Procedures assigned to Client to access the Card Channels. Bank reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. In the event of any system failure, Bank reserves the right to require additional documentation, including written authorization from an Authorized Representative, before accepting any order reinstating Client's access to the Card Channels.

3.4 Client Obligations; Hardware and Software. Client must develop adequate internal procedures to prevent the disclosure of Client's Security Procedures, including IDs, passwords, and tokens, to other persons and the unauthorized use of Card Channels. Bank will have no knowledge of the passwords established by Client's Administrator(s) or Cardholders and will have no responsibility for ensuring compliance with the procedures Client develops for protecting the confidentiality of such Security Procedures. Client is solely responsible for maintaining its hardware used to access the Card Channels in good working order, with the necessary compatibility and format to interface with the Card Channels, including, without limitation, the ability to support Bank's Security Procedures. Client agrees to comply with all applicable software license agreements, whether or not such agreements have been executed by Client.

3.5 Accuracy and Timeliness of Information. Bank may make available to Client information regarding the Card Program on a periodic basis, including Account Statements and notices. Such information may be posted or made available by Bank through the Card Channels. Bank will use commercially reasonable care in submitting data to Card Channels but assumes no responsibility for the accuracy or timeliness of the information. Bank will provide the information requested through Card Channels in a prompt fashion, and in accordance with any agreed-upon timeframes, but shall not be liable for temporary failure to provide timely information. If Card Channels become unavailable to Client for any period of time, Client must promptly notify Bank. In such event, Client shall be responsible for carrying out Card Program administration through alternative channels. Bank is not liable for any incomplete or inaccurate information with respect to Transactions that have not been completely processed or posted to the Card Channels. Bank will have no liability to Client based on the unavailability of the Card Channels or its failure to remedy the problem in a timely manner.

3.6 License of Client Marks. For certain Card Programs, Bank may offer Client the ability to affix a Client Logo (as defined below) to a physical Card. If Client uses this feature of the Card Program, Client hereby grants to Bank a non-transferable, non-sub-licensable, non-exclusive, royalty-free, worldwide license to use the trademark, trade name or service mark and related design or logo that Client specifies (collectively, "***Logos***") for the sole purpose of providing the Card Program to Client. The use and display of the Logo on a Card is subject to Bank's requirements and approval, and the approval of the Card Association. Client represents and warrants to Bank that Client has the right to use and license to Bank the Logo as contemplated by this Agreement and that the Logo, Client's license of the Logo and the use of the Logo on a Card do not infringe or violate the intellectual property or other rights of any third party. Bank agrees that it will use the Logos only in the manner

Client authorizes, and that Client retains all rights in and to the Logos not expressly granted under this Agreement. Once Client approves the model of the Logo for impression on a Card, Client may be responsible for the costs Bank incurs in producing the Card and Logo design should Client not use that model.

4. Card Use; Holds.

4.1 Use of Cards. Cards and Cardholder Accounts may be used for Transactions appropriate to the Card Program selected by Client everywhere the Card is accepted; provided, Bank reserves the right to restrict certain merchant codes in its discretion or at the request of Client. Bank is not responsible if a merchant, financial institution, or other person refuses to honor the Card. Bank reserves the right to deny authorization for any Transaction.

4.2 Client Representations and Warranties; Card Association Benefits; Privacy Disclosure. Client represents and warrants that: (a) this Card Program and entering into this Agreement has been duly authorized and does not violate Client's charter or bylaws (or corresponding operating documents if Client is not a corporation); (b) the individuals designated by Client from time to time as being Administrators have been properly authorized by Client to exercise the full powers of Client applicable to the Card Program; (c) the individuals designated as Cardholders by Client are properly authorized to use all of the services and engage in all of the types of Transactions that are available for the type(s) of Cards requested by Client, and have agreed to have their personal information disclosed as part of their participation in the Card Program as a Cardholder; (d) each individual for whom Client shall request a Card shall be an agent or employee of Client or of a subsidiary of Client and shall have a business or commercial purpose for the Card; and (e) the Cards are to and shall only be used for business purposes, and not for personal, family, or household purposes. In addition, Client acknowledges and agrees Cardholders will not use the Cards or Cardholder Accounts in connection with any placing, receiving or otherwise knowingly transmitting bets or wagers by any means or for any other Transaction that is prohibited by Federal Reserve Regulation GG and the Unlawful Internet Gambling Enforcement Act of 2006. Regardless of the purpose for which the Cardholder obtains credit through the use of a Card or Cardholder Account, Client promises to pay Bank for all such credit and related interest, fees, and charges.

Client agrees that any benefits or other support provided by a Card Association to Cardholders may be disclosed by Bank to Cardholders electronically. Client represents and warrants that prior to submitting any Cardholder information to obtain a Card, that Client has disclosed and each prospective Cardholder has reviewed and consented to the collection and use of Cardholder's personal information as set forth in Bank's Privacy Policy, including Bank's California Consumer Privacy Policy and Notice at Collection Privacy Policy for California Residents, as applicable, each of which are respectively found at: https://www.associatedbank.com/privacy and https://www.associatedbank.com/pdf/California-Consumer-Privacy-Notice.pdf.

4.3 Account and Transaction Holds. For certain Transactions, Bank may place a temporary hold on Client's Account, Cardholder Account(s), or any Transaction equal to the authorization amount submitted by the merchant until Bank receives the final settlement amount or release from the merchant. For many Transactions, the authorization amount will be for the amount of the Transaction. However, for some transactions the merchant may not know the actual amount of the Transaction at the time of the authorization (for example, restaurant purchases, car rentals or hotel purchases) and the authorization amount may be less or more than the actual amount of the Transaction. Transactions usually settle with the merchant within three (3) Business Days after the Transaction is authorized, but in some cases this may take longer.

4.4 Adding a Card to a Mobile Wallet. Cardholders may add a Card to an application-based wallet ("*Mobile Wallet*") that is accessible on their smartphone, smartwatch or other mobile device. To add and use the Card through a Mobile Wallet, the Cardholder must follow the terms of the Mobile Wallet provider, including terms of use of the Mobile Wallet. Client and each Cardholder agree to restrict access to each device used with a Mobile Wallet with a form of encryption, tokenization, biometric authentication, security passcode or other form of security device. Client and each Cardholder shall be responsible for any Transactions made using a Card that is accessed via a Mobile Wallet. Bank is not the provider of the Mobile Wallet, and is not responsible for (1) providing Mobile Wallet service to Client or any Cardholder, (2) the failure of any Mobile Wallet, or (3) unauthorized use of any Card that is stored on a Mobile Wallet.

4.5 Transactions in Foreign Currency. To convert Transactions made in foreign currencies into U.S. dollars, the applicable Card Association will use its then-current currency conversion rates and the procedures established by such Card Association in its sole discretion. The currency conversion rate used to determine the Transaction amount in U.S. dollars is generally either a wholesale market rate or a government-mandated rate in effect on the date of the conversion, increased by the applicable conversion charge determined by the Card Association, if any. The currency conversion rate used on the conversion date may differ from the rate in effect on the date the Transaction occurred. Client shall be liable for the amount of any Transaction as converted into U.S. Dollars. Bank will also assess a currency conversion fee as disclosed in the Fee Schedule. Even if Client chooses to pay in U.S. dollars at a foreign merchant, a foreign Transaction fee will still be assessed.

5. Credit Limit.

5.1 Establishing and Changing Credit Limits. Bank shall establish a total credit limit for all Client Card Program(s) (the "*Aggregate Credit Limit*"), which is a combination of the credit limit assigned for all Transactions. A credit limit shall also be established for each individual Cardholder Account (the "*Cardholder Account Limit*") as requested by Client. The Aggregate Credit Limit is shared across all Cardholder Accounts, and Transactions may be declined if the Aggregate Credit Limit is reached, even if the applicable Cardholder Account Limit has not been exceeded. Client agrees not to allow the Aggregate Credit Limit or any Cardholder Account Limit to be exceeded at any time. Bank may decrease the Aggregate Credit Limit or a Cardholder Account Limit at any time. If the Aggregate Credit Limit or Cardholder Account Limit is exceeded at any time, then the excess may be deemed immediately due and payable at Bank's option.

5.2 Transactions over a Credit Limit. Bank has no obligation to pay or authorize a Transaction that would exceed the Aggregate Credit Limit or an Cardholder Account Limit, but may do so in its sole discretion, and Client agrees to immediately pay the amount of such Transaction along with any associated fees and charges.

6. Promise to Pay. Client promises to Bank all Obligations without deduction or setoff in accordance with this Agreement. Subject to Client's rights to dispute Transactions as otherwise set forth in this Agreement, Client is required to pay Bank whether or not the use of the Client Account, Card, or other incurrence of indebtedness was authorized by Client. Cancellation of a Card or termination of a Client or Cardholder Account does not in any way excuse Client's obligation to pay for all Transactions purchases or other charges incurred through the effective time of the cancellation or termination. Client is also liable for, and agrees to pay for, any trailing activity that might post after such cancellation or termination (i.e., any Transactions initiated prior to the effective date of termination but not settled prior to the effective date of termination). In the event Client does not pay an amount when due, Bank may, without prior approval or notice, set off and use any funds the Client has in deposit accounts with the Bank to meet outstanding balances.

7. Periodic Account Statements.

7.1 Account Statement. Bank may provide an Account Statement to a Client for any billing cycle in which there is activity, and to a Client with an inactive account for any billing cycle in which there is a balance, unless not otherwise required by Applicable Law, which shall be a consolidated Account Statement for all Cardholder Accounts. This consolidation of the Cardholder Accounts for purposes of billing and calculating interest, fees, and charges is referred to as the "*Client Billing Account*." In addition, Bank will send a periodic memo statement to each Cardholder who had Transactions on his/her Card Account during the period. Client must pay the entire balance of the Client Billing Account prior to or on the Payment Due Date each billing cycle.

7.2 Discrepancies. Unless Client notifies Bank in writing of any discrepancies on the Account Statement within thirty (30) days of Bank sending the Account Statement to Client or Bank otherwise making the information on the Account Statement available to Client (including posting through the Card Channels), the Account Statement will be conclusively deemed to be correct.

8. Payments.

8.1 Payment Due Date. Payment of the full amount of the Client Account as shown on the Account Statement is always due on or before the date payment due date shown on the Account Statement ("*Payment Due Date*"). Client must pay in full the amount specified on the Account Statement. Any amount of the Client Account balance not timely paid, including the amount of any Transactions made after the Payment Due Date, is subject to a finance charge as calculated by Bank based on the finance charge specified in the Fee Schedule. Unless separately agreed between Client and Bank in writing, the new balance must be paid in full each billing cycle.

8.2 Debit Authorization. Unless Client and Bank have agreed in writing otherwise, all payments on the Client Account shall be made by direct automated clearinghouse ("*ACH*") debits to Client's deposit account with Bank or another financial institution ("*Auto Debit*"). Client agrees to complete an authorization form required by Bank, and Client authorizes Bank to initiate debit entries to the account with the financial institution Client designates for the amount due on the Account Statement on or before the Payment Due Date until Client has properly revoked the authorization. Client agrees to be bound by the Nacha Operating Rules with respect to these ACH transactions. Bank agrees to timely initiate Auto Debits for payments on the Client Account subject to access to and availability of funds in Client's deposit account. Bank strongly recommends that Client use the Auto Debit option. Client is responsible for notifying the Bank if there are any changes to ACH information. If an ACH Debit is rejected because of noncurrent ACH information or insufficient available funds, this will be considered a missed payment and subject to fees and finance charges identified in the Fee Schedule and this failure may reduce the amount of credit available for Cardholders.

8.3 Method of Payment. If permitted by Bank, all payments made by mail should be by check or similar instrument drawn on U.S. financial institutions in U.S. dollars. Payments received on a Business Day by the specified time and

at the payment processing location specified on the Account Statement will be posted as of the date of receipt. Payments received on a non-Business Day or after the specified time on a Business Day, may be processed on the next Business Day, and finance charges will continue to accrue. Payments received after that time or at any other location may be delayed for crediting.

8.4 Application of Payments. Bank reserves the right to apply payments and other credits to the Client Account in any manner that Bank may choose in its sole discretion. All credits for payments to the Client Account are subject to final payment or settlement by the institution on which the item of payment was drawn or from which the electronic payment was made.

9. Fees. Except as Bank may expressly agree to in writing, Client agrees to pay all fees, interest and charges associated with the Client Account including those set forth in the Card Program fee schedule (the "*Fee Schedule*") provided by Bank to Client, which may be amended as set forth in this Agreement. The Fee Schedule may be provided as part of the forms implementing the Card Program or separately provided. Client agrees that fees may be assessed to the Client Account, to any Cardholder Account or to Client's deposit account with Bank, at the sole discretion of Bank. Any finance charges, fees and other amounts, including penalties, assessed against the Client Account will be posted as direct charges to the Client Account and will count against the applicable Aggregate Credit Limit and/or Cardholder Account Limit until paid.

10. Card Account Obligations and Controls.

10.1 Monitoring Obligation. Client is responsible for monitoring the use of the Cards, account numbers and the Client Account, and detecting unauthorized or improper use. Bank offers online account management tools through the Card Channels to assist Client in carrying out this responsibility, including access to Transaction information and the means to cancel a Card or impose limits on the use of a Card.

10.2 Lost or Stolen Cards; Unauthorized Use. Client is responsible for cancelling any lost, damaged, misused or stolen Cards, or Cards or Cardholder Accounts that Client suspects may have been the subject of fraud, unauthorized use or misuse. Client is responsible for cancelling the Card of any Cardholder no longer authorized by Client to use a Card, whether as a result of termination of employment or otherwise. Client is responsible for retrieving the cancelled Card and destroying it to prevent further use. Client may also cancel a Card or terminate a Cardholder's use of a Card by calling **1-866-604-0381**. Client understands and agrees that Bank shall have a reasonable amount of time to act on any request made by telephone.

10.3 Fraud Alerts. Client agrees to have all Cards and Cardholders enrolled in the "Fraud Alert Service," a fraud monitoring tool that enables Cardholders to receive real-time notifications via text message and/or email regarding suspicious transactions. Cardholders and Administrators will submit mobile phone numbers and/or email addresses to be held on file may to receive SMS alerts and emails regarding potentially suspicious activity occurs on their Card. Mobile and/or internet service is required in order to enroll in the Fraud Alert Service and receive alerts. Not all mobile devices, mobile service carriers, and international phone numbers are eligible for the Fraud Alert Service. Bank, and any of Bank's Vendors, are not responsible for any charges from Client's or any Cardholder's mobile service, internet service, or mobile device provider that may apply. Bank may, but is not obligated to, use software programs and other techniques to detect patterns and other indications of potential fraud and unauthorized use of a Card. The Fraud Alerts Service and the Bank's internal methods and techniques are not a substitute for proper Card and Client Account management, and the implementation and enforcement of Card controls by Client and Cardholders and cannot be solely relied upon to prevent fraud or unauthorized use. Bank's internal methods and monitoring may, however, result in the denial of a Transaction, reduction of Aggregate Credit or Cardholder Account Limits or other similar actions by Bank.

11. Secured Card Programs. Bank may require that Client pledge collateral for the Card Program and any Obligations incurred by Client under the Card Program. Such collateral will be pledged pursuant to a separate security agreement, pledge agreement or otherwise in order to secure Client's Obligations hereunder. Client shall remain liable for any and all Obligations notwithstanding the liquidation of any and all collateral by Bank in the event that there is a deficiency and Obligations remain outstanding after the liquidation of any collateral pledged by Client.

12. Guaranty of Card Program Obligations. Bank may require that Client obtain a guaranty provided by a third party (a "***Guarantor***") of the Obligations and any other Losses incurred by Bank in providing the Card Program to Client. Such Guarantor will be bound pursuant to a separate guaranty agreement which guaranties the payment of all Obligations and any other Losses incurred by Bank, and shall be in the form and format as provided or may otherwise be accepted by Bank from time to time.

13. Business Management Services; Rebate; Rewards.

13.1 Data Integration Service ("Transaction Data"). The Data Integration Service is an business management service that is provided by Bank to facilitate the reporting and management of Account activity for Client and its Cardholders, including the Administrator. The Data Integration Service sends the Client's Transaction activity and information to Client's designated system(s), which may include ERP systems, via electronic file exchange, online reporting, APIs, or other agreed upon transmission methods as approved by Bank in its sole discretion. Client may elect to enroll in the Data Integration Service by activating the service using the Card Channels. Any fees charged by will be assessed to Client in its Account Statement.

13.2 Expense Management Service. The Expense Management Service is a service that is provided by Bank to facilitate Transaction review, expense reporting, receipt management, spend monitoring and integration with third-party financial systems of Account activity, including Transactions, for Client and its Cardholders, including the Administrator, with respect to the Card Program. Client may elect to enroll in the Expense Management Service in the Enrollment Form. Any fees charged by will be assessed to Client in its Account Statement.

13.3 Business Management Disclaimer. Client acknowledges that each of the Data Integration Service and the Expense Management Service (collectively, the "***Business Management Sites***") are additional services made available in connection with the Card Program through a third party, such third party is not a Bank Vendor, and agrees that the Bank shall not be liable for the accuracy or performance of either of the Business Management Sites. Client agrees that Bank may share any of Client's information with any third-party links to the Business Management Sites, including Client's enterprise resource planning (or ERP) system provider.

13.4 Rebate and Rewards Programs. Client may be eligible to participate in either a rebate program or a rewards account program offered by Bank. If Client is eligible for either of the rebate or rewards program, the terms will be separately provided to Client and will be subject to the terms of this Agreement.

14. Disputes with Merchants. If Client has any questions, problems or disputes concerning the quality of goods or services purchased by means of any Card, Client agrees to contact the seller directly to resolve such question, problem, or dispute and any such dispute shall not affect the obligations of Client to Bank under this Agreement. Client acknowledges that Bank is not liable for the quality of any such goods or services.

15. Security of Cardholder Information. Client must establish, implement, and update, as appropriate, policies, procedures, and systems with respect to the use and storage of Cardholder Information that are designed to: (a) protect the confidentiality and integrity of Cardholder Information until its destruction; (b) protect against anticipated threats or hazards to the security or integrity of Cardholder Information until its destruction; and (c) protect against unauthorized use of Cardholder Information that could result in substantial harm to a natural person. "***Cardholder Information***" for this purpose means the Cardholder name in connection with the Card number, expiration date and/or security code, and any non-public, personal information of the Cardholder. By agreeing to these terms, Client authorizes, and confirms it has obtained each Cardholder's consent for, Bank to store, process, transmit and make available information regarding Card Programs, including Cardholder Information.

16. Representations and Warranties. Until this Agreement is terminated and Bank is repaid in full, Client makes the following representations and warranties, and each request for an additional Card constitutes a renewed representation: (a) In each state in which Client does business, it is properly licensed and in good standing; (b) All financial statements which Client furnishes to Bank are correct and complete and truly represent the financial condition of Client, and that there has been no material change in the property, financial condition, or business operations of Client; (c) Client is not currently in default under any agreement or order which adversely affects Client property, financial condition, or business operations in a material manner; (d) No information, exhibit, or report that has been or will be furnished by Client to Bank contains any material misstatement of fact as of the date when made or omits some material fact necessary to make the statements contained therein not misleading as of the date when made; (e) There is no lawsuit, tax claim or other dispute pending or threatened against Client which, if lost, would impair Client's financial condition or ability to repay this credit, except as have been disclosed in writing to Bank; (f) Client will comply with all Applicable Law in its use of the Card Program.

17. Periodic Credit Review.

17.1 Accounting Information. Client warrants that it will (a) maintain a standard and modern system for accounting in accordance with generally accepted accounting principles consistently applied throughout all accounting periods and consistent with those applied in the preparation of the financial statements Client has provided to Bank; (b) furnish to Bank such information respecting the business, assets, and financial condition of Client as Bank may reasonably request periodically; and (c) immediately notify Bank in a writing executed by an Authorized Representative of any changes in name, business name, mailing address or day-time phone number of Client, principals or Cardholders, or any material adverse change to Client's financial condition.

17.2 Credit Reporting. Bank may confirm any information that Client provides to Bank. Client authorizes Bank to make or obtain any credit or other inquiries Bank deems appropriate for the extension of credit, determination of credit limits or collection of amounts owed on the Client Account, and to furnish such information or information concerning the Client Account or credit history with Bank to credit reporting agencies, Client references, Bank's Affiliates and others who may properly receive that information. Client affirms that it has the written authorization of Cardholders, Client's owners and officers to, and does authorize Bank, in Bank's discretion, to investigate personal credit and trade references and obtain a consumer report for Cardholders, owners or officers of Client at the time Client applies for the Client Account and at any time thereafter.

18. Limitation of Liability; Unauthorized Use.

18.1 Limitation of Liability. Except as provided below, Bank shall be liable only for Client's actual, direct damages and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct, or bad faith. In no event shall Bank be liable to Client, its affiliates, or any third party under this Agreement for any consequential, special, incidental, punitive or indirect loss or damage or loss of profits, whether or not the likelihood of such damages or losses was known or contemplated by Bank and regardless of the legal or equitable theory of liability that Client may assert, including, without limitation, Client's failure to follow the procedures required or recommended by Bank or Bank's Vendor. Client further acknowledges and agrees that Bank shall have no liability and no obligation to Client or any Cardholder in the event that: (a) any third-party fails (including any Card Association) to honor any payment or Transaction requested in connection with a Card, (b) Bank refuses or fails to authorize the use of a Card, (c) any incorrect classification of a merchant under the Merchant Category Codes which has the effect of allowing Transactions that Bank and Client intended to preclude, or (d) any failure or delay in carrying out any of Bank's obligations is such failure or delay was caused by any third party, including but not limited to, any Card Association, acquirer or processor.

18.2 Notice of Unauthorized Use. IT IS CLIENT'S RESPONSIBILITY TO IMMEDIATELY NOTIFY BANK OF THE LOSS, THEFT OR POSSIBLE UNAUTHORIZED USE OF A CARD, CARDHOLDER ACCOUNT OR CARDHOLDER INFORMATION. Client agrees to provide Bank with notice of any actual or suspected loss or theft of a Card, Cardholder Account or Client Account or any actual or suspected Unauthorized Use (collectively, an "***Unauthorized Event***"). Notwithstanding any terms in the Agreement to the contrary, Client agrees to provide Bank with notice of an Unauthorized Event as soon as practical, but in no event later than the next Business Day. Client agrees to provide Bank with information and assistance as Bank may request in connection with the investigation and resolution of any Unauthorized Event, and to cooperate in such investigation. If Bank does not receive notice and assistance in accordance with the foregoing terms, unless otherwise required by Applicable Law, Bank may not refund amounts relating to that Unauthorized Event. Client must telephone Bank using the telephone number on the back of the Card. If Client reports, or Bank suspects, Unauthorized Use of the Card, Cardholder Account or Cardholder Information, Bank may suspend the Card(s), Client Account, or Cardholder Account(s) until Bank resolves the matter to Bank's satisfaction, or until Bank issues Client a new Card.

18.3 Client's Liability for Unauthorized Use. Client shall be liable to Bank for all use of Cards, and/or Cardholder Information, including a lost or stolen card, and for all uses of a Card or Cardholder Information which occur before Bank is notified that such Card or Cardholder Information is lost, stolen or in the possession of an unauthorized individual. A Card in the possession of an individual to whom a Card is issued or who was authorized by Client to use the Card will not be considered lost or stolen or in the hands of an unauthorized person and Client shall be responsible and liable to Bank for the use of such a Card until Bank has been notified and had a reasonable opportunity to act on such notice from Client. If Client is negligent in safeguarding a Card (including while accessible through a Mobile Wallet on a mobile device) Cardholder Information or if fraud is perpetrated through Client's system or network, Client is responsible for any loss. Card Association rules may provide other rights. In connection with Client's liability to pay any Obligations or for Transactions made using the Cards or Client Account under this Agreement, in the event that Bank has established fewer than ten (10) Cardholder Accounts for Client during the term of this Agreement, Client's liability for Transactions as a result of Unauthorized Use (defined below) of the Cardholder Account will not exceed $50.

18.4 Nameless Cards. If Client requests that Bank issue Cards without an individual Cardholder's name embossed or otherwise noted on the Card (a "*Nameless Card*"), Client acknowledges that Bank strongly recommend against the use of Nameless Cards. Nameless Cards present, among other risks, the increased risk of loss to Client from fraud and unauthorized or improper use. If Client nevertheless request that we issue Nameless Cards, Client assumes all known and unforeseeable risks associated with the use of a Nameless Card and release Bank and its Vendors from any and all liability for issuing and the use of a Nameless Card. Client agrees that Bank has no obligation to issue Nameless Cards or Virtual Cards, and that if Client establishes less than ten (10) Cards, that all Cards must be associated with a named Cardholder.

19. Indemnification. Client agrees to indemnify and hold Bank, the applicable Card Association, and subcontractors and agents harmless from and against any and all Losses resulting directly or indirectly from: (a) Bank providing the Accounts and Cards, extending credit to Client, approving and processing Transactions, or otherwise providing the Card Program to Client, including honoring or acting upon any instructions received from Client (whether through its Authorized Representative,

Administrator(s) and Cardholder(s) or over the Card Channels using the Security Procedures assigned to Client), use of the Cards or otherwise in connection with the Card Program, (b) Client's breach of any of its representations, warranties, or covenants under this Agreement, or Bank's enforcement of any of its rights or remedies under or pursuant to this Agreement; (c) Bank's good faith refusal to approve any Card Transactions; or (d) any disputes or legal actions by Cardholders regarding the use of the Cards or the Cardholder Accounts; provided, that Client shall have no obligation to indemnify Bank for Losses that result from Bank's negligence or willful misconduct.

20. Disclaimer of Warranties. Client acknowledges that Bank and its Vendors are providing the Card Program and any services under the terms of this Agreement to Client on an "as is" and "as available" basis. BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN LAW OR IN FACT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY OR NON-INFRINGEMENT, EITHER TO CLIENT OR TO ANY OTHER PARTY, PERSON OR ENTITY WITH RESPECT TO THE CARD PROGRAM, SERVICES, PRODUCTS, SOFTWARE AND EQUIPMENT PROVIDED BY BANK AND ANY VENDOR. None of the terms of this Agreement, the Application, set-up forms or User Guides constitute representations and warranties of any kind.

21. Force Majeure. Under no circumstances shall Bank be responsible for any Losses resulting from a delay in performance of or failure to perform in connection with the Card Programs that is caused by interruption of telephone, facsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster, pandemic or other national emergency or catastrophe, acts or failure to act by Client or any third-party, strikes or lockouts, emergency conditions, riots, war, events of terrorism or chemical or nuclear radiation, acts of government, or such other circumstances that are unavoidable or beyond Bank's control. Bank shall not be liable for failure to perform its obligations in connection with any service provided under the Card Program if such performance would result in it being in breach of Applicable Law. Bank has no responsibility and will incur no liability for an act or failure to act by any other financial institution, intermediary or any other third party including any failure, delay or error by any Card Association, Federal Reserve Bank or other intermediary bank in timely clearing any Transactions.

22. Term and Termination; Default; and Acceleration.

22.1 Term and Termination. The term of this Agreement shall commence on the date it is executed by Client on the signature page below and submitted to Bank, and continue until terminated pursuant to this Section; provided that Client shall not have access to or use of any Cards or the Card Program until Client has been implemented by Bank. Bank or Client may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Bank may terminate or suspend this Agreement, the Card Program or any Card or Cardholder Account and/or or declare the outstanding principal balance of the Client Account, including all interest, fees, and charges accrued thereon, to be immediately due and payable by Client in the event that: (a) Client is in default as provided for in this Agreement, including as set forth in this Section below; or (b) the continued provision of the Card Program in accordance with the terms of this Agreement would, in Bank's sole discretion, violate Applicable Law.

22.2 Obligations after Termination; Survival. Upon any termination of the Card Program or this Agreement, Client shall: (a) promptly pay to Bank all sums due or to become due under this Agreement, including all outstanding Obligations; (b) have no further right to make use of the Card Program, Client Account or any Card; and (c) surrender to Bank or destroy all Cards that have been issued to Client and its Cardholders. Client shall remain responsible for any obligations arising prior to the effective date of termination, including the obligation to repay any amounts owed to Bank under the terms of this Agreement. Client and Bank agree that the terms of Sections 6, 7, 8, 18, 19, 22, 25, 26, and 30 shall survive termination of this Agreement.

22.3 Default. Subject to Applicable Law, Client shall be in default in the event of any of the following: (a) any payment or other amount due on the Client Account shall remain unpaid after the same becomes due; (b) Client or any Guarantor of Client's obligations hereunder shall default in the performance or observance of any of the agreements, covenants, conditions, provisions, or terms of this Agreement, any guaranty, or any security agreement securing this Agreement; (c) the occurrence of any release of collateral securing the Cards or Client Account; (d) any representation or warranty made by Client or any guarantor or in any financial statement delivered by Client or any Guarantor shall prove to have been false in any material respect as of the time when given; (e) Client or any Guarantor shall fail to pay or perform as agreed under any other agreement Client or any Guarantor has with Bank or any of Bank's Affiliates; (f) there is a direct or indirect change in ownership of Client in excess of 25% in the aggregate after the date of Client's Application for this Card Program; (g) the occurrence of the death of any owner, if Client is a sole proprietorship; the death of any general partner, if Client is a partnership; or the death of any majority shareholder, if Client is a corporation; (h) the occurrence of a material adverse change in Client's or any Guarantor's financial condition, properties or prospects or ability to repay this credit, including Client's or any Guarantor's insolvency, receivership, or voluntary or involuntary bankruptcy or similar proceeding; (i) any Guarantor dies, terminates, repudiates, or disavows its guaranty or any part thereof; (j) any judgment, writ, or warrant of attachment or any similar process shall be entered or filed against Client or any Guarantor or against any of their respective property, and which remains unbonded, unstayed, or unsatisfied for a period

of thirty (30) days; or (k) Bank believes in good faith that Client's ability to perform or repay the Obligations under this Agreement have been materially impaired.

22.4 Setoff. Client agrees that Bank may set off any and all funds in any bank account Client has with Bank or any of its affiliates (excluding any account expressly titled to clearly demonstrate that the account is held by Client in a fiduciary or representative capacity for a third party) against or to pay any Obligation Client has to Bank under this Agreement. Bank may exercise its right of setoff by debit or other means without recourse to other rights or collateral, if any, Bank may have and regardless of the effect on Client's bank account. Client waives notice of the exercise of these rights to the extent permitted by Applicable Law. Bank's right of setoff is limited only to the extent expressly limited by Applicable Law. In addition, in the event of any acceleration pursuant to this Section, and to the extent permitted by Applicable Law, Client authorizes Bank to set off against the amount due any funds of Client on deposit with Bank or any of Bank's affiliates.

22.5 Injunctive Relief. In the event that either party breaches or violates any of the obligations of this Agreement, the other party shall be entitled to exercise any right or remedy available to it at law or in equity, including damages and injunctive relief, but not including special, incidental, consequential, or punitive damages. The exercise of any remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy, and all rights and remedies shall be cumulative.

23. Amendments. From time to time, Bank may amend any of the terms and conditions contained in this Agreement, including changing or removing any existing terms or adding new terms to the Agreement, the Fee Schedule or terms set forth in the Application. Such amendments will be made in any manner deemed acceptable by Bank, including but not limited to posting the amended version of the Agreement on the Bank's website, Card Channels, and/or sending electronic notice to Client, or other means permitted by Applicable Law. Client's continued use of any Cards or Client or Cardholder Accounts following the effective date of the amendment shall be deemed evidence of Client's acceptance of, and agreement to, the amendment. If Client does not agree to the changes as set forth in the amendment, Client may choose to terminate its services under the Card Program prior to the effective date of the amendment by discontinuing further use of the Card Program and following the procedures set forth in Section 22, Term and Termination and Acceleration. This Agreement may not be amended or modified by Client unless agreed to in writing by Bank.

24. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns. Client may not sell, assign, or transfer rights, obligations, or duties under this Agreement without Bank's prior written consent. Client's failure to comply with the assignment provisions shall give Bank, at its sole discretion, the option to either accept Client's assignee or terminate this Agreement. No assignment shall release Client of its obligations hereunder. Bank may assign its rights and obligations hereunder, in whole or in part, without Client's consent.

25. Third-Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

26. Governing Law; Venue; Waiver of Jury Trial. This Agreement is governed by and shall be interpreted under the laws of the State of Wisconsin (excluding its conflict of law principles), applicable federal laws and regulations, and any applicable Rules. Bank and Client each expressly and irrevocably waive any right to trial by jury in any proceeding related to the Agreement. The Client hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of Wisconsin located in Brown County, Wisconsin and the United States of America for the Eastern District of Wisconsin, and Client agrees that any legal action or proceeding with respect to the Agreement may be commenced in such courts.

27. Vendors. Client acknowledges and agrees that Bank may arrange for some or all of the services that make up the Card Program to be performed and software to be provided by a Bank Vendor. Bank's use of a Vendor shall not relieve Bank of its obligations under the Agreement, and Bank shall be responsible for the aspects of the Card Program performed by its Vendors to the same extent as if Bank had performed or failed to perform. Client agrees not to bring a claim or any form of legal action against Bank's Vendors and acknowledges that any such claims or actions must be brought against Bank. Client agrees that Bank may disclose any information concerning Client or its Card Accounts, Card Program and Cardholder Information to Bank's Vendors in connection with the provision of the Card Program under this Agreement.

28. Waiver. Bank may at any time and in its sole discretion delay or waive enforcing any of its rights or remedies under this Agreement or under Applicable Law without losing any of such rights or any other rights or remedies. Even if Bank does not enforce its rights or remedies at any specific time, Bank may enforce them at a later date. For example, Bank may accept late payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of Bank's rights under this Agreement or Applicable Law.

29. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to

be valid and enforceable to the fullest extent permitted by law and the parties shall promptly negotiate a replacement provision or agree that no replacement is necessary.

30. Notices; Communication.

30.1 Notice to Bank. Client must provide notices to Bank under this Agreement in writing by hand, United States registered or certified mail, postage prepaid, or by nationally recognized overnight carrier, to **Associated Bank, National Association, P.O. Box 19097, Green Bay, WI 54307-9097**, unless another address is substituted by notice delivered or sent as provided herein, and a copy to the Client's relationship manager via email (which shall not constitute official notice). Except as otherwise expressly provided herein, any such notice shall be deemed given when received by Bank, and Bank has a reasonable time to act on such notice. Any notice of termination, amendment, and assignment must be in writing and signed by an Authorized Representative of Client.

30.2 Notice to Client. Bank may provide notices to Client under this Agreement by mail, electronic transmission, posting to Bank's website or the Card Channels, each of which Client agrees will be deemed "in writing." Bank may provide notice to Client at Client's address as shown in Bank's records. Client agrees to notify Bank promptly in writing of any change in the name of Client's business or organization, address, or email address.

30.3 Recording and Monitoring of Phone Calls. All telephone conversations or data transmissions between Client (including any Cardholder) and Bank or its Vendors made in connection with this Agreement may be electronically monitored, recorded and retained by Bank. Client represents and warrants that it has informed Cardholders that telephone conversations with Bank may be so monitored and recorded.

31. Headings. The Section headings used in this Agreement are for convenience only, and do not in any way limit or define Client or Bank's rights or obligations under this Agreement.

32. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Card Program and the Client Account, and supersedes any prior or contemporaneous proposal, understandings, discussions or agreements between the parties with respect to the Card Program and the Client Account, and fully amends and replaces any prior term regarding a Card Program, Client Account and any Cardholder Accounts and Cards, including any terms that may be in the Treasury Management Services Agreement entered into between Bank and Client. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. No person or entity other than the parties, their permitted assigns, indemnified persons, or subcontractors and contractors, and the Card Association shall have any rights under this Agreement.

33. Electronic Execution. The parties agree that this Agreement is entered into on an interstate basis and agree that the Agreement and Card Program are subject to the Electronic Signatures in Global and National Commerce Act and may be executed and delivered by facsimile, electronic mail in PDF or similar format, or other electronic method, and that the copies or counterpart signature pages so sent shall be treated and have the same force and effect as delivery of an original with a manual signature. The foregoing notwithstanding, upon request by Bank, Client agrees submit a hard-copy of an original signature, wet-signed Agreement within ten (10) days of submitting the electronically signed version, and Client acknowledges and agrees that such hard-copy Agreement shall supersede and replace any prior electronically executed agreement.

Signature Page Follows on the Next Page

IN WITNESS WHEREOF, this Agreement is hereby entered into by the undersigned Client as of _____, 20____.

Company Name:

By: _____
Signature of Authorized Representative

_____
Print Name of Authorized Representative

_____
Print Title of Authorized Representative
(if applicable, include the legal name of any member, managing member, manager, or general partner who is signing and who is not an individual)

By: _____
Signature of Authorized Representative

_____
Print Name of Authorized Representative

_____
Print Title of Authorized Representative
(if applicable, include the legal name of any member, managing member, manager, or general partner who is signing and who is not an individual)