

**CASH ADVANCE ADDENDUM
TO VISA® COMMERCIAL CARD MASTER AGREEMENT**

This Cash Advance Addendum to Visa® Commercial Card Master Agreement (the **"Addendum"**) is entered into as of _____, 20____, between _____ (the **"Company"**) and **WASHINGTON FEDERAL BANK ("WaFd")**.

RECITALS

WHEREAS, the Company and WaFd have entered into a Visa® Commercial Card Master Agreement (the **"Agreement"**), pursuant to which the Company participates or will participate in WaFd's commercial credit card program (the **"Program"**); and

WHEREAS, the Company and WaFd wish to modify the terms of the Agreement to add cash advance access capability to the Company's commercial credit card account;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants contained in this Addendum, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and WaFd hereby agree as follows:

**SECTION 1
DEFINITIONS**

1.1 NEW DEFINITIONS. Section 1.1 of the Agreement (**"DEFINITIONS"**) is hereby revised by adding the following new definitions:

"ATM" means any automated teller machine which will accept Visa credit cards.

"Cash Advances" means cash loans obtained using a Card and PIN as described in Section 3.7 of this Agreement. Cash Advances also include certain "quasi-cash" transactions that WaFd deems to be similar to obtaining cash including, without limitation, the use of a Card and/or the Account to obtain wire transfers, to purchase money orders, to purchase traveler's checks and to purchase foreign currency.

"PIN" means the personal identification number corresponding to a Card.

1.2 REVISED DEFINITION OF "TRANSACTION." Section 1.1 of the Agreement (**"DEFINITIONS"**) is hereby further revised by replacing the definition of **"Transaction"** with the following:

"Transaction" means a purchase or Cash Advance which results in a debit to an Account.

**SECTION 2
CARD ISSUANCE**

2.1 CREDIT LIMITS. Section 2.3 of the Agreement (**"CREDIT LIMITS"**) is hereby revised to read as follows:

2.3 CREDIT LIMITS.

(a) Subject to the terms of this Agreement and the Cardholder Agreements, WaFd shall authorize extensions of credit with respect to (i) each Card or Account, up to a specified total dollar amount (the **"Account Credit Limit"**) set by the Company, (ii) Cash Advances, up to a specified total dollar amount for each Card or Account (the **"Cash Advance Credit Limit"**) set by the Company, and (iii) all Cards and Accounts, up to a specified total dollar amount (the **"Aggregate Credit Limit"**) set by WaFd from time to time. In no event shall WaFd be obligated to grant credit in excess of any applicable credit limit. WaFd may at any time investigate the financial condition of the Company, in connection with the issuance of Cards, maintenance of

Accounts, and establishment of credit limits, or as otherwise provided in this Agreement.

(b) In its sole discretion, WaFd may decline to issue or establish any Card or Account for any Cardholder. In addition, WaFd at any time may cancel or suspend the right of any Cardholder to use any Card or Account, for any or all types of Transactions. As a result of its investigation of the Company's financial condition, WaFd may increase or decrease any Account Credit Limit, increase or decrease any Cash Advance Credit Limit, increase or decrease the Aggregate Credit Limit, modify the time for payment of any amount due under this Agreement, or require collateral or additional collateral and the execution of a security agreement in the form provided by WaFd. In addition, WaFd may suspend the rights of all Cardholders to use any Cards or Accounts, for any or all types of Transactions, in the event of excessive disputes, or in the event of excessive loss, theft or unauthorized use of Cards or Accounts, as determined by WaFd in its sole discretion. All such actions may be taken without notice except to the extent that notice is available through the proprietary system provided by WaFd for use under this Agreement (the "eZBusiness and eZCard") or as otherwise required by applicable law.

SECTION 3 CARD AND ACCOUNT USE

3.1 USE OF CARDS. Section 3 of the Agreement ("CARD AND ACCOUNT USE") is hereby modified by revising the second paragraph of Section 3.2 ("USE OF CARDS") to read as follows:

Without limiting any other rights of WaFd hereunder or under applicable law, WaFd may refuse to authorize any Transaction in the event that:

(a) any balance owed by the Company in respect of the Account to which such Transaction relates or any balance owed by the Company on any Account is past due;

(b) the amount of the Transaction plus the outstanding balance (including Transactions

authorized but not yet posted) of all Accounts would exceed the Aggregate Credit Limit;

(c) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) of the relevant Account would exceed the Account Credit Limit for such Account;

(d) if the Transaction is a Cash Advance, the amount of the Cash Advance plus the outstanding Cash Advance balance (including Cash Advances authorized but not yet posted) of the relevant Account would exceed the Cash Advance Credit Limit for such Account; or

(e) any other reason exists for declining a Transaction as set forth in this Agreement, in the Cardholder Agreement, if any, in the operating regulations of Visa, or under applicable law.

3.2 ADDITIONAL DUTIES OF COMPANY.

Section 3 of the Agreement ("CARD AND ACCOUNT USE") is hereby further modified by revising Sections 3.3(a), (b) and (c) to read follows:

(a) not exceed or permit Cardholders to exceed their respective Account Credit Limits, Cash Advance Credit Limits (if applicable), or the Aggregate Credit Limit;

(b) make all reasonable attempts to ensure that each Cardholder complies with the terms of the Cardholder Agreement;

(c) promptly advise Cardholders of any changes made to their Account Credit Limits or Cash Advance Credit Limits, whether made by the Company or WaFd;

3.3 CASH ADVANCES. Section 3 of the Agreement ("CARD AND ACCOUNT USE") is hereby further modified by adding the following new Section 3.7:

3.7 CASH ADVANCES. If the Company elects to permit any Cardholders to obtain Cash Advances, such Cardholders may obtain Cash Advances on an Account, up to the Cash Advance

Credit Limit, by presenting a Card and the corresponding PIN to WaFd or to any participating financial institution, or by using the Card and the corresponding PIN at an ATM.

SECTION 4

PROGRAM FEES, TERM AND TERMINATION, REMEDIES AND DAMAGES

4.1 CASH ADVANCE FEE. The fee for each Cash Advance is set forth in the Fee Schedule.

4.2 FEES AND PERIODIC FINANCE CHARGES. Section 5 of the Agreement (“PROGRAM FEES, TERM AND TEMINATION, REMEDIES AND DAMAGES”) is hereby modified by revising Section 5.1(b) to read as follows:

(b) Periodic Finance Charges: The Company agrees to pay to WaFd Periodic Finance Charges as described in this Section 5.1(b). Such finance charges will be included in the Company billing statement for the Billing Cycle in which they accrue. If the “New Balance” of an Account is not paid on the payment due date, a Periodic Finance Charge will begin to accrue on each Transaction in the Account from the date of the Transaction and will continue to accrue to the date of full payment. WaFd will figure the Periodic Finance Charges on each Account by applying a Monthly Periodic Rate to the Average Daily Balance for the Account, including current purchases and Cash

Advances, unpaid finance charges, and any other unpaid fees or charges. WaFd will calculate the Monthly Periodic Rate by dividing the Annual Percentage Rate (“APR”) by twelve (12). The APR is set forth in the “Applicable/Potential Fees” section of the Fee Schedule, under the heading “Finance Charge.” To get the Average Daily Balance, each day WaFd takes the beginning balance of an Account, adds any new purchases and Cash Advances, and subtracts applicable credits and payments. This gives the daily balance. Then, WaFd adds all the daily balances for the Billing Cycle and divides the total by the number of days in the Billing Cycle. This gives the Average Daily Balance, including new purchases and Cash Advances, unpaid finance charges, and any other unpaid fees or charges. If the Previous Balance of a current Billing Cycle is either a zero or a credit balance, then the Average Daily Balance will be considered to be zero.

SECTION 5

EFFECT OF AMENDMENT

5.1 FULL FORCE AND EFFECT. All of the other terms of the Agreement shall remain in full force and effect except as specifically modified by this Addendum.

5.2 CONFLICTS. The terms of this Addendum shall control in the event of any conflict with the terms of the Agreement.

IN WITNESS WHEREOF, the duly authorized representative of the Company has executed this Addendum as an instrument under seal as of the day and year first written above.

COMPANY: _____

By: _____

Name: _____

Title: _____