

VISA® PAYABLES AUTOMATION AGREEMENT

This Visa® Payables Agreement (“**Agreement**”) is entered into as of _____, 20____, between _____ (the “**Company**”), a _____ organized under the laws of _____, with its main office in _____, _____, and **WASHINGTON FEDERAL BANK (“WaFd”)**, a state chartered banking association, with its main office in Seattle, Washington.

RECITALS

WHEREAS, WaFd is a member and licensee of Visa U.S.A., Inc. (“**Visa**”) and as such is authorized to offer Visa services and benefits as they may be made available, and to process transactions on Visa networks; and

WHEREAS, WaFd has developed a system to offer Visa Payables Automation by issuing Virtual Card Numbers (as defined below) and opening related VPA Accounts (as defined below) to facilitate the automated payment of suppliers (the “**Program**”); and

WHEREAS, the Company desires to participate in the Program, subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions, and covenants contained in this Agreement, the parties agree as follows:

1. Definitions. All capitalized terms not defined herein have the meaning given in the Agreement. In addition, for the purposes of this Addendum, the following defined terms will be used:

- (a) “**Aggregate Credit Limit**” means the maximum amount of Debt that can remain outstanding and unpaid on all of the Company’s VPA Accounts under this Agreement.
- (b) “**Billing Cycle**” means a monthly period that ends on the same day each calendar month, unless such day is not a Business Day, in which case, the last day of such period shall be the Business Day immediately before or after such day.
- (c) “**Business Day**” means a day, other than a Saturday or a Sunday, on which commercial banks generally are open for business in the State of Washington.
- (d) “**Debt**” means, on any day, the total amount owing to WaFd under this Agreement. The Debt is made up of all amounts charged to each VPA Account, including Transactions, interest and Fees.
- (e) “**Fee**” and “**Fees**” mean each and all of the fees and charges imposed by WaFd in connection with the Program, as described in the Fee Schedule.
- (f) “**Fee Schedule**” means the separate document describing the Fees and interest rate applicable to the Program.
- (g) “**Restricted Transaction**” means a restricted transaction as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Federal Reserve Board Regulation GG (12 C.F.R. Part 233) and includes, without limitation, those in which credit, electronic fund transfers, checks, or drafts

are accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

- (h) **“Transaction”** means a payment by Company to a supplier that results in a debit to an VPA Account.
- (i) **“Unauthorized Transaction”** means any Transaction by a person who was not authorized to use such Virtual Card Number and/or VPA Account and from which Transaction the Company does not receive any direct or indirect benefit.
- (j) **“Virtual Card Number”** means a tokenized virtual credit card number that is generated by a VPA User from the Company’s VPA Account to pay a supplier after a VPA User approves the supplier payment details entered into Visa Payables Automation.
- (k) **“Visa Payables Automation”** or **“VPA”** means a service offered to Company where VPA Users can generate Virtual Card Numbers to pay suppliers.
- (l) **“VPA Account”** means an account established by a VPA User authorized by Company that enables VPA Users to generate Virtual Card Numbers, to which Debt may be charged. Multiple Virtual Card Numbers can be generated from the same VPA Account.
- (m) **“VPA Account Credit Limit”** means the maximum amount of Debt that can remain outstanding and unpaid on a VPA Account.
- (n) **“VPA Account Holder”** means an authorized person whose name appears on the VPA Account.
- (o) **“VPA Administrator”** means a Program Administrator who is designated and authorized by Company to assist with the management of a VPA Account(s) and the generation of Virtual Card Numbers.
- (p) **“VPA User”** means the VPA Administrator(s) and each additional User who have been authorized by a VPA Administrator to make Purchases by generating Virtual Card Numbers on behalf of the Company, in accordance with the Company’s internal policies and the terms of this Addendum.

2. Roles, Obligations and Responsibilities.

2.1. Of the Company. Company’s obligations and responsibilities include:

- (a) designating one or more Program Administrator(s) to also be the VPA Administrator(s), in accordance with policies established by WaFd from time to time, whose responsibilities are described in the “Roles, Obligations and Responsibilities of the VPA Administrator(s)” sub-section of this Addendum;
- (b) authorizing WaFd to rely on all instructions, directions, authorizations and other communications WaFd receives from the VPA Administrator(s) and VPA Users in connection with the VPA Account, whether communicated verbally, through an electronic channel or in writing, and remaining liable for all such instructions, directions, authorizations and other communications;

- (c) remaining liable for all Debt charged to a VPA Account, except as otherwise specifically set out in the Agreement and this Addendum;
- (d) auditing its expense management program and procedures for generating Virtual Card Numbers to ensure compliance with the policies and procedures implemented by the Company in connection with the VPA Account, and ensuring that any audit program includes a process by which the Company can monitor the instructions provided by the VPA Administrator(s) and VPA Users to WaFd; and
- (e) **instructing all VPA Users and ensuring that the Company and VPA Users shall use the Virtual Card Numbers and VPA Accounts for the business or commercial purposes of the Company only and not for (i) personal, family, or household purposes, (ii) the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224, or (iii) any Restricted Transaction.**

2.2 Of the VPA Administrator(s). A VPA Administrator's responsibilities include:

- (a) managing usage of Visa Payables Automation on the Company's behalf, including helping with the initial onboarding and set-up process in VPA, as well as performing day-to-day and VPA activities;
- (b) acting as the primary contact for VPA Users;
- (c) acting as the main administrator for Visa Payables Automation, including setting up new VPA Users as well as maintaining VPA User and VPA Account Holder information and keeping it up-to-date;
- (d) being responsible for VPA User training;
- (e) authorizing WaFd to process VPA Account requests;
- (f) informing WaFd if it becomes aware of a stolen or intercepted Virtual Card Number;
- (g) reporting immediately to WaFd any fraudulent transaction or suspected fraudulent transaction on a VPA Account or in Visa Payables Automation, any unauthorized access or suspected unauthorized access to Visa Payables Automation, any unauthorized use or suspected unauthorized use of a VPA User's security device, the Security Questions and Answers or any other breach of security in connection with a VPA Account or Visa Payables Automation;
- (h) revoking access to Visa Payables Automation, use of the VPA Account(s) and generation of Virtual Card Numbers when a VPA User's or VPA Account Holder's employment has been terminated or an Employee of the Company otherwise ceases to be a VPA User or VPA Account Holder;
- (i) ensuring that no offensive language or words are permitted to be used in association with the issuance of a Virtual Card Number;
- (j) ensuring that each VPA User is required to provide the VPA Administrator with a current list of pre-authorized bill payment arrangements with each payee that are to be paid using a VPA Account, and upon a VPA Account's closure, immediately notifying the payee of all such pre-authorized bill payment arrangements that are discontinued; and

- (k) ensuring that VPA Users use the Virtual Card Numbers and VPA Accounts for the business or commercial purposes of the Company only and not for (i) personal, family, or household purposes, (ii) the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224, or (iii) any Restricted Transaction.

3. Promise to Pay.

- (a) Unless prohibited by applicable law, or otherwise provided in accordance with any liability waiver program provided by Visa (the “Visa Liability Waiver Program”), the Company shall be liable for all Transactions that result from the Use of any Virtual Card Number or VPA Account, including but not limited to (i) Transactions by a VPA User for business or commercial purposes of the Company in compliance with this Agreement, (ii) Transactions by a VPA User, or a person authorized by a VPA User, for personal family or household purposes, for the purpose of purchasing or carrying margin stock or securities, or for any other purpose, in violation of this Agreement, from which the VPA User receives a direct or indirect benefit, and (iii) all Unauthorized Transactions resulting from the use of a Virtual Card Number or VPA Account.
- (b) Regardless of any Account Credit Limits or the Aggregate Credit Limit, the Company agrees to pay and perform when due all of its obligations under this Agreement (“Obligations”), including without limitation:
 - (i) with respect to all Accounts, the indebtedness, obligations and liabilities arising under such Accounts, including, without limitation, all fees, finance charges and other amounts payable under or in connection with each such Account; and
 - (ii) any and all costs (including, but not limited to, reasonable attorneys’ fees and disbursements, court costs, litigation and other expenses) incurred in enforcing the
- (c) All charges will be posted to Accounts in U.S. dollars. If a VPA Account is used for a Transaction in a currency other than U.S. dollars, the Transaction will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased up to 2%. If the credit has a different processing date then the exchange rate of the credit can be greater/less than that of the original Transaction. The currency conversion rate on the day before the Transaction processing date may differ from the rate in effect at the time of the Transaction or on the date the Transaction is posted on the VPA Account.

4. Credit Limits.

- (a) Subject to the terms of this Agreement, WaFd shall authorize extensions of credit with respect to (i) each VPA Account up to the VPA Account Credit Limit, and (ii) all VPA Accounts up to the Company’s Aggregate Credit Limit. 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 Virtual Card Numbers, maintenance of VPA 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 Virtual Card Number or VPA Account. In addition, WaFd at any time may cancel or suspend the right of Company or any VPA User to issue any Virtual Card Number or use any VPA Account. As a result of its investigation of the Company's financial condition, WaFd may increase or decrease any VPA Account Credit Limit, increase or decrease the Company's 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 VPA Users to issue any Virtual Card Numbers or use any VPA Accounts in the event of excessive disputes, or in the event of excessive loss, theft or unauthorized use of such Virtual Card Numbers or VPA 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.
- (c) The VPA Administrator and/or VPA Account Holder will be responsible for informing VPA Users of the VPA Account Credit Limit. Each VPA User must observe the VPA Account Credit Limit, such that amounts owing on a VPA Account must not exceed the VPA Account Credit Limit. However, WaFd may, from time to time (but is not required to), permit the Debt to exceed the VPA Account Credit Limit. WaFd may also, at any time, refuse to permit the Debt owing on a VPA Account to exceed the VPA Account Credit Limit and require the Company to pay any balances which exceed the VPA Account Credit Limit immediately.
- (d) When the Debt owing on a VPA Account exceeds the VPA Account Credit Limit at any time during an Account Statement period, an "Overlimit Fee" is charged on that VPA Account, which will appear on the next Billing Statement. The VPA Administrator may request WaFd to increase or decrease the VPA Account Credit Limit at any time by calling WaFd. Any increase in the VPA Account Credit Limit must remain less than, or equal to, the Company's Aggregate Credit Limit. If the Company consistently makes late payments or no payments, WaFd may reduce the VPA Account Credit Limit without prior notice to the Company.

5. Collection, Use and Disclosure of Information.

- (a) The Company will, prior to requesting the opening of a VPA Account in the name of the VPA Account Holder, obtain the following information with respect to each such VPA Account Holder of the Company: the legal first and last names, date of birth, personal home address and personal telephone number. The Company must keep this information for at least seven (7) years after a VPA Account has been closed and must provide it to WaFd, upon request, within thirty (30) days.
- (b) WaFd will, prior to opening a VPA Account in the name of the VPA Account Holder, only obtain and keep the following information with respect to each such VPA Account Holder of the Company: the legal first and last names, business address, business email address, business phone number and employee identification number. However, in certain circumstances, WaFd may require the Company to obtain such additional information or documentation as WaFd may require to verify the identity of an VPA Account Holder of the Company at a level sufficient to allow WaFd to open a VPA Account in the name of such VPA Account Holder.
- (c) Even though a VPA Account is opened in the name of a VPA Account Holder, WaFd's primary business relationship is with the Company. WaFd will not ascertain the personal creditworthiness of any VPA

Account Holder by obtaining credit bureau reports on them, either at the time a VPA Account is opened or periodically thereafter. WaFd may however make other inquiries or checks about them as required by applicable law, such as laws related to the prevention of money laundering and funding of terrorism. Except as otherwise specified in this Agreement, WaFd will not communicate with VPA Account Holders directly and will not send VPA Account Holders any marketing promotion or offer. However, for VPA Account Holders who are participants in the WaFd Rewards program, WaFd may communicate with these VPA Account Holders if they have provided consent and their email address for that purpose. The Company consents to WaFd processing and analyzing information about how VPA Users use the VPA Account(s) to develop reports that may be made available to the Company. WaFd will remain the owner of such information and reports and retain such information for so long as is appropriate for the purposes of this Addendum, or at a minimum, as required by applicable law.

- (d) The Company may request and receive reports from time to time or otherwise have access to data and information pertaining to individual transactions and activities of VPA Account Holders and VPA Users. WaFd may provide information related to amounts charged to a VPA Account to selected VPA Account Holders or VPA Users, when requested to analyze business trends, Company needs and generally for marketing purposes. WaFd will ensure that the provision of such data will be in a format non-attributable to the VPA Account Holder, VPA Users or the Company.

6. Fees and Periodic Finance Charges.

- (a) The Company agrees to pay to WaFd the Fees described in the Fee Schedule. Such Fees will be included in the Company billing statement for the Billing Cycle in which they accrue. Fees not listed in the Fee Schedule but agreed by the Company may be invoiced separately and each such invoice shall be payable upon receipt. If the Fee Schedule includes Annual Membership Fees, these fees are earned when assessed, are non-refundable, and are not subject to any pro rata rebate if the Account is terminated prior to expiration of the period for which the fees were assessed.
- (b) The Company agrees to pay to WaFd Periodic Finance Charges as described in this Section 5(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 any VPA Account is not paid on the payment due date, a Periodic Finance Charge will begin to accrue on each Transaction in the VPA 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 VPA Account by applying a Monthly Periodic Rate to the Average Daily Balance for the Account, including current purchases, 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 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, 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.

7. Use of VPA Accounts and Virtual Card Numbers.

- (a) Virtual Card Numbers can only be generated by VPA Users for an eligible purpose, including to pay for Purchases, whether the VPA User buys over the phone, using the Internet or by mail order. A

Virtual Card Number cannot be used to make cash withdrawals from a VPA Account, whether at one of WaFd's branches, at another financial institution or at an ATM.

- (b) The Company may impose restrictions on all aspects of the use of Virtual Card Numbers, including, but not limited to, the supplier to whom a Virtual Card Number is issued, the transaction amount associated with the Virtual Card Number, and usage restriction to selected merchants based on Merchant Category Code Groups, so long as such restrictions comply with this Agreement and applicable law. If the Company wishes to either prevent or restrict usage of Virtual Card Numbers to selected merchants based on Merchant Category Code Groups, the Company acknowledges that
 - (i) WaFd defines the Merchant Category Code Groups at its own discretion;
 - (ii) WaFd can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the transaction authorization request; and
 - (iii) WaFd has no liability for transactions declined or approved contrary to the intent of the Company.
- (c) The Company is responsible for obtaining such agreements or commitments as it considers appropriate from VPA Users to govern their use of Virtual Card Numbers, including, but not limited to, ensuring that the VPA Account and Virtual Card Numbers are not used to purchase or pay for gambling, online gaming, illicit drug transactions or for any other unlawful purpose. WaFd may refuse to authorize certain types of transactions at its discretion.
- (d) WaFd will treat a VPA User's input and approval of supplier payment details in Visa Payables Automation as the VPA User's authorization to generate a Virtual Card Number. When a VPA User incurs a Debt by generating a Virtual Card Number to pay a supplier for a Purchase over the phone or using the Internet, or the supplier enters the Virtual Card Number into its point-of-sale terminal, the legal effect is the same as if the VPA User used a physical (i.e. plastic) credit card and signed a sales draft or entered a PIN.
- (e) Each Virtual Card Number that has been generated from a VPA Account expires on the date selected by the VPA User. Once expired, the Virtual Card Number can no longer be used and the VPA User will need to approve the generation of a new Virtual Card Number.
- (f) The Company may close a VPA Account at any time by calling WaFd. Except as otherwise set out in the Agreement and this Addendum, the Company is liable to WaFd for all Debt resulting from the generation of Virtual Card Numbers from a VPA Account, until closure of the VPA Account. If the Debt owing on an Account exceeds the Account Credit Limit, WaFd may suspend the right to generate Virtual Card Numbers and to use the VPA Account(s) and all Services WaFd provides under these Commercial Card Program Service Materials until the excess is paid in full. WaFd may revoke or suspend a VPA User's right to use the VPA Account to generate Virtual Card Numbers at any time without notice to the Relevant Party. VPA Users must not generate Virtual Card Numbers after the termination of this Agreement. If anything is charged to a VPA Account after the termination of this Agreement, the Company is still responsible for and must pay the Debt on such VPA Accounts.

If a store, merchant or supplier issues a credit or otherwise gives a refund to a VPA User, WaFd will reduce the balance of the VPA Account by the amount of the refund. However, if interest and/or Fees

have been charged as a result of the transaction, WaFd will not refund the interest and/or the Fees. WaFd is not responsible for any problem a VPA User has with any Purchase. If a VPA User has a problem with anything purchased with a Virtual Card Number, the Company must still pay all Debt as required by the Agreement and this Addendum, and the Company and VPA User must settle the problem or dispute directly with the store, merchant or supplier. In some circumstances, WaFd may be able to help resolve disputed transactions. If the Company wishes to discuss a dispute, it will contact WaFd using the contact information indicated on the Account Statement. WaFd is not responsible if, at any time, a merchant or supplier does not honor a Virtual Card Number, or for any problem or dispute the Company or VPA User may have with a merchant or supplier.

WaFd will provide VPA Users with the ability to manage supplier profiles within Visa Payables Automation and to select and manage Security Questions and Answers to enable suppliers to access and obtain Virtual Card Numbers after the Virtual Card Number is generated by the VPA User from the VPA Account. The Security Questions and Answers will be known to the VPA User and each respective supplier. WaFd will treat a VPA User's selection and use of Security Questions and Answers as the VPA User's authorization for a supplier to access and obtain Virtual Card Numbers. VPA Users must protect the security of (i) Security Questions and Answers used by suppliers to access and obtain Virtual Card Numbers, (ii) Virtual Card Numbers, and (iii) the VPA Account, by keeping the Security Questions and Answers and Virtual Card Numbers confidential, separate and secure at all times. No one but VPA Users and suppliers are permitted to know the respective Security Questions and Answers and Virtual Card Numbers that may be used or required for Internet transactions or other transaction types. No one but VPA Users are permitted to know any other security devices such as passwords and access codes that may be used or required for Internet transactions or other transaction types. Each VPA User must keep these security devices confidential and separate as well.

8. Unauthorized Transactions.

- (a) ***Lost, Stolen or Intercepted Virtual Card Numbers.*** If a Virtual Card Number is lost, stolen or intercepted after it has been generated by the VPA User, or if a VPA User suspects a Virtual Card Number is lost, stolen or intercepted, the VPA User must immediately cancel the Virtual Card Number in Visa Payables Automation. The VPA User should also call WaFd to let it know the Virtual Card Number has been lost, stolen or intercepted. Once WaFd is informed that a Virtual Card Number has been or may have been lost, stolen or intercepted, WaFd will also be able to prevent the use of the Virtual Card Number. The Company is not liable to WaFd for any Debt resulting from the loss, theft or interception of a Virtual Card Number that is incurred after a VPA User cancels the Virtual Card Number in Visa Payables Automation or after the time a VPA User informs WaFd about the loss, theft or interception of the Virtual Card Number, whichever comes first. Notwithstanding the above, if a Virtual Card Number is lost, stolen or intercepted, the Company is liable to WaFd for all amounts owing on the VPA Account, resulting from the loss, theft or interception of the Virtual Card Number that is incurred before a VPA User cancels the Virtual Card Number in Visa Payables Automation or before the time a VPA User informs WaFd about that loss, theft or interception of the Virtual Card Number, whichever comes first.
- (b) ***Unauthorized Generation or Use of Virtual Card Numbers.*** "Unauthorized generation or use" of a Virtual Card Number means generation of a Virtual Card Number by a Person, other than the VPA User or use of a Virtual Card Number by a Person other than the supplier to whom a Virtual Card Number has been issued, who does not have actual, implied or apparent authority for such generation or use, and which does not benefit the Company, the VPA User or the supplier. If a VPA

User or VPA Account Holder suspects that a Virtual Card Number (i) has been generated by a Person other than a VPA User; or (ii) is being used by a Person other than the supplier to whom the Virtual Card Number has been issued, the VPA User must cancel the Virtual Card Number immediately in Visa Payables Automation or call WaFd for assistance cancelling the Virtual Card Number. Once WaFd is informed that a Virtual Card Number may be misused, WaFd will also be able to prevent the use of the Virtual Card Number. Also, if WaFd suspects unauthorized generation of or fraudulent use of a Virtual Card Number, WaFd may block the Virtual Card Number or prevent its use without prior notice to the VPA User. The Company is not liable to WaFd for any Debt resulting from the unauthorized generation of use of a Virtual Card Number that is incurred after the VPA User cancels the Virtual Card Number in Visa Payables Automation or after the time the VPA User informs WaFd about the unauthorized generation or use of the Virtual Card Number, whichever comes first. Notwithstanding the above, if someone generates or uses a Virtual Card Number, with or without any other security devices or Security Questions and Answers, to make unauthorized Purchases or otherwise obtain the benefits of a Virtual Card Number or the VPA Account, the Company is liable to WaFd for all amounts owing on the VPA Account resulting from the unauthorized generation or use of a Virtual Card Number incurred before the time the VPA User cancels the Virtual Card Number in Visa Payables Automation or informs WaFd about the unauthorized generation or use, whichever comes first, unless (i) the VPA User is able to establish, to the reasonable satisfaction of WaFd, that the VPA User has taken reasonable steps to protect the Virtual Card Numbers and the VPA Account against unauthorized generation or use and to safeguard the Security Questions and Answers and other security devices in the manner set out in the Agreement, including this Addendum, or as WaFd may otherwise advise VPA Users from time to time; and (ii) the VPA User fully cooperates with WaFd's investigation. The Company remains fully liable for all Debt incurred in connection with an unauthorized generation or use of a Virtual Card Number if the VPA User (i) voluntarily discloses the Security Questions and Answers (other than to the relevant supplier) or other security devices, (ii) otherwise contributes to the unauthorized or fraudulent generation or use of a Virtual Card Number, or access to the VPA Account, or (iii) fails to inform WaFd in a reasonable time that the VPA User believes someone else may know the VPA User's Security Questions and Answers (other than the relevant supplier) or other security devices.

9. Term. This Agreement shall have an initial term (the "**Initial Term**") of four (4) years commencing on the date hereof and shall be renewed automatically for successive terms of one (1) year each (each a "**Renewal Term**") unless written notice of termination is given by either party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. In addition, either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party.

10. Default. As used in this Agreement, the term "**Default**" shall mean: (i) failure of the Company to remit payment to WaFd in accordance with the terms hereof; (ii) the failure of either party to comply with any other term of this Agreement or any other agreement between the parties, provided such failure is not remedied within 15 days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation by the Company of any facts, either in this Agreement or in its financial information provided to WaFd in connection with this Agreement, that prove to have been materially incorrect or misleading when such representation was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority with respect to the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment,

order, or award against the Company that has a material adverse impact on the financial condition of the Company; (vii) any change in control or material change of ownership of the Company or any event having a material adverse financial impact on the Company or a detrimental effect on the Company's ability to perform the Obligations, including, without limitation, the taking of any action by the Company to consolidate or merge or sell any substantial part of its assets; (viii) any default by the Company under the terms of any material indebtedness owed by the Company to WaFd, or any third party or other WaFd related entity; or (ix) excessive fraudulent or other unauthorized use of Virtual Card Numbers or VPA Accounts or credit losses with respect thereto as determined by WaFd, in its sole discretion. In addition, if this Agreement is secured, even as a result of cross collateralization, the term "Default" includes any event not listed above that is a default under the applicable security agreement.

11. Remedies for Default.

- (a) Either party may terminate this Agreement at any time upon the Default of the other party. Except where a remedy is expressly provided herein or as otherwise provided in this Section 10, termination of this Agreement will be a party's sole remedy for breach; provided, that no termination or expiration of this Agreement shall release or discharge the Company from the payment of any amount otherwise payable under this Agreement.
- (b) Upon a Default by the Company, in lieu of termination of this Agreement, WaFd may, in its sole discretion, shorten the Billing Cycle until such time as WaFd determines to reinstate the interval for the Billing Cycle or suspend all services and obligations hereunder until such time as WaFd determines to reinstate such services and obligations. By shortening the Billing Cycle or suspending its services and obligations, WaFd shall not be deemed to have waived any right which it may have, whether as a result of the Default or otherwise, to terminate this Agreement.
- (c) A breaching party shall be liable for any actual damages caused by its breach, but neither party will be liable under any provision of this Agreement for any punitive or exemplary damages, or for any special, indirect or consequential damages (including, without limitation, costs incurred in developing and implementing the Program, lost revenues, lost profits, or lost prospective economic advantages) arising from or in connection with any performance or failure to perform under this Agreement, even if such party knew or should have known of the existence of such damages, and each party hereby releases and waives any claims against the other party for such damages.
- (d) Upon a Default by the Company, WaFd, in addition to any rights available to it under applicable law, shall have the right to immediately set off against amounts due under this Agreement, any monies in any unrestricted deposit account which the Company may maintain with WaFd, without prior notice to the Company. WaFd shall be deemed to have exercised such right to set off and to have made a charge against any such money immediately upon the occurrence of any of the foregoing events of default even though such charge is made or entered on the books of WaFd subsequent to those events. In addition, if this Agreement is secured, even as a result of cross collateralization, WaFd shall also have such rights as are set forth in the applicable security agreement.
- (e) WaFd's liability to the Company hereunder shall be limited to direct damages arising from WaFd's gross negligence or willful misconduct. Regardless of the form of action, in no event shall WaFd be liable for any indirect, consequential, punitive, exemplary or special damages, even if WaFd is advised as to the possibility of such damages. Except for liability which the Company may otherwise incur under this Agreement, the Company's liability to WaFd hereunder shall be limited to direct

damages arising from the Company's negligence or willful misconduct. Regardless of the form of the action, in no event shall the Company be liable for any indirect, consequential or special damages, even if the Company is advised as to the possibility of such damages. Without limiting the generality of anything contained in this section, WaFd shall not be liable for any damages of any kind, no matter what the cause, that arise, occur or result from: (i) the Company using the WaFd Commercial Card Online system, (ii) the Company's opening ports on its firewalls, or (iii) problems with or defects in equipment, software or services not provided by WaFd.

12. Transaction Data, Security Procedures, Processing Procedures and Account Maintenance.

- (a) WaFd shall provide the Company with user identification code and password-protected daily access to Card and Account transaction data and other reports. Such reporting shall be provided in accordance with such manuals, training materials and other information as WaFd shall provide from time to time.
- (b) In order to use eZBusiness and eZCard and/or the Virtual Card and Straight Through Processing systems made available by WaFd, the Company agrees to be bound by and to adhere to the following security procedures, terms, and conditions (the "**Security Procedures**"), which WaFd may revise from time to time upon notice to the Company:
 - (i) eZBusiness and eZCard and Virtual Card and Straight Through Processing systems may be accessed solely through the use of user identification codes and passwords (collectively, the "**Access Code**"). WaFd shall assign an initial Access Code to a VPA Administrator, who is authorized to create and disseminate additional Access Codes.
 - (ii) The VPA Administrator shall assign Access Codes to VPA Users. The Company shall be responsible for ensuring that each VPA Administrator creates and disseminates Access Codes in accordance with WaFd's Security Procedures.
 - (iii) The Company shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the VPA Administrator. **WaFd may conclusively presume that all business conducted using an Access Code emanates from a VPA Administrator or VPA User and is conducted in the Company's name. Any unauthorized use of an Access Code (except for unauthorized use by a WaFd employee) shall be solely the responsibility of the Company, except as otherwise provided in this Agreement.**
- (c) In order to use eZBusiness and eZCard and/or the VPA systems made available by WaFd, the Company agrees to be bound by and to adhere to such processing procedures, terms, and conditions (the "**Processing Procedures**") as WaFd shall establish from time to time upon notice to the Company.
- (d) WaFd shall provide such assistance and training to the Company as it reasonably deems necessary to enable the Company to use eZBusiness and eZCard and/or to initiate Transactions through the VPA systems made available by WaFd. Thereafter, the Company may from time to time, in accordance with this Agreement, and in strict compliance with the Processing Procedures and Security Procedures, initiate Transactions through the VPA systems made available by WaFd and to perform certain VPA Account maintenance functions, including, without limitation, adjustment of

VPA Account Credit Limits, blocking of Visa Merchant Category Codes (“MCCs”), and cancellations or terminations of Virtual Card Numbers or VPA Accounts.

13. Miscellaneous.

- (a) **Representations and Warranties.** Each party represents and warrants that this Agreement constitutes the legal, valid, binding and enforceable agreement of such party and that its execution and performance of this Agreement (i) do not constitute a breach of any agreement of such party with any third party, or of any duty arising in law or equity, ii) do not violate any law, rule or regulation applicable to it, (iii) are within its corporate powers, and (iv) have been authorized by all necessary corporate action of such party. In addition, if this Agreement is secured, even as a result of cross collateralization, the Company also makes the representations and warranties set forth in the applicable security agreement.
- (b) **Notices.** Except as otherwise provided herein, any notice or other communication required to be given under this Agreement may be given electronically, using the WaFd Commercial Card Online system or the e-mail address of the primary contact for the Company. WaFd shall incur no liability to the Company in acting upon any notice or other communication given electronically which it believes in good faith to have been made by an Authorized User. Any notice or other communication required to be in writing shall be delivered personally, by overnight delivery via a nationally-recognized delivery service or by prepaid registered or certified mail, return receipt requested, addressed to the relevant party at such address as such party may from time to time designate in writing to the other. The date of delivery of a notice (i) delivered personally shall be deemed to be the date delivered; (ii) sent by overnight delivery shall be deemed to be the following day; and (iii) sent by mail shall be deemed to be three Business Days after the date on which such notice is deposited in the United States mail.
- (c) **Changes.** WaFd may, at any time, amend this Agreement and/or the Program in its sole discretion. Except as expressly provided otherwise elsewhere in this Agreement or as required by applicable law, changes to this Agreement and/or the Program generally will be effective immediately upon notice to Company. Company will be deemed to accept any such changes if Company or any Cardholder utilizes the Program after the date on which the change becomes effective. Company will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing hereunder, even if WaFd amends this Agreement. Notwithstanding anything to the contrary in this Agreement, if WaFd believes immediate action is required for security purposes, WaFd may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Company.
- (d) **Financial Statements; Notice Bond Rating Change.** The Company agrees to furnish WaFd copies of its financial statements, in a form acceptable to WaFd, as soon as available or as required by a Business Loan Agreement, but not later than one hundred fifty (150) days following the end of each fiscal year of the Company. All such financial statements shall include an income statement for the applicable fiscal year and a balance sheet, shall have been prepared in accordance with generally accepted accounting principles, consistently applied, and shall be in accordance with the books and records of the Company. In addition, the Company shall provide, in a timely manner, procurement or purchase-related transaction and spending data and such other current financial information concerning the Company and the use of the Cards and Accounts as WaFd may request. If applicable,

the Company will notify WaFd within forty five (45) business days of any change in the Company's bond rating.

- (e) **Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns; provided, that the Company may not assign this Agreement or any interest, payment, or rights hereunder without the prior written consent of WaFd, and any such attempted assignment without such consent shall automatically be void.
- (f) **Force Majeure.** If either party is rendered unable, wholly or in part, by a force outside the control of such party (including, but not limited to, an act of God, war, fire, flood, explosion, act of governmental authority, strike, civil disturbance or breakdown of telephone, computer or automated mailing equipment) to carry out its obligations under this Agreement (other than a payment obligation), or WaFd is notified by a state or federal regulatory body or by Visa that any aspect of the Program or this Agreement does not comply with any applicable law, regulation, rule, policy, or order applicable to WaFd, the affected party shall give the other party prompt written notice to that effect. Thereafter, the affected obligations of the party giving the notice shall be suspended and the failure to perform such obligations shall not be deemed a breach of or Default under this Agreement so long as the affected party is unable to so perform for such reason. A party excused from performance pursuant to this paragraph shall exercise all reasonable efforts to continue to perform its obligations hereunder and shall thereafter continue with reasonable due diligence and good faith to remedy its inability to so perform.
- (g) **Entire Agreement.** This Agreement contains the entire agreement and understanding between and among the parties on the subject matter hereof and supersedes all prior proposals, negotiations, agreements and understandings between the parties. All exhibits and addenda attached hereto are hereby incorporated by reference and made a part of this Agreement.
- (h) **Severability and Waiver.** If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby. No course of dealing and no delay or omission by either party in exercising any of its rights under this Agreement in a particular instance shall be construed as a waiver of those rights or any other rights for any purpose and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of either party on any future occasion.
- (i) **Choice of Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with federal law, and, to the extent not preempted, the substantive laws of the State of Washington, without regard to the conflict of law principles thereof. The Company irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in the State of Washington over any suit, action or proceeding arising out of or relating to this Agreement. The Company irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. The Company hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Company's address shown in this Agreement or as

notified to WaFd and (ii) by serving the same upon the Company in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Company.

- (j) **Jury Trial Waiver.** THE COMPANY AND WAFD EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS HEREUNDER, ALL MATTERS CONTEMPLATED HEREBY AND ALL DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE, OR HAS NOT BEEN, WAIVED. THE COMPANY CERTIFIES THAT NEITHER WAFD NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT WAFD WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.
- (k) **Survival.** Sections 1, 3, 11, 13(i), 13(j), 13(k), 13(l), 13(r), 13(s) and 13(t) shall survive the termination or expiration of this Agreement.
- (l) **Confidentiality.** All information furnished by either party in connection with this Agreement, the Program, or the Transactions contemplated hereby shall be kept confidential (and shall be used by the other party only in connection with this Agreement), except to the extent that such information (i) is already lawfully known when received, (ii) thereafter becomes lawfully obtainable from other sources, (iii) is required to be disclosed in any document filed with the Securities and Exchange Commission, federal banking regulators, or any other agency of any government, or (iv) is required by law to be disclosed, provided that notice of such disclosure has been given (when legally permissible) by the party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other party to take legal action to prevent the disclosure. The parties shall advise all employees, consultants, advisors, agents and other representatives (collectively, "representatives") who will have access to any confidential information of the obligations contained herein. The parties shall not distribute, disclose, or disseminate confidential information to anyone except its representatives who are involved in this Agreement, the Program, or the Transactions contemplated by the parties. Upon termination of this Agreement, each party shall promptly cause all copies of documents or extracts thereof containing any such information and data which has been provided by or which relates to the other party to be returned to such other party; provided, that each party may retain in its files copies of such materials as it shall deem necessary solely for archival purposes.
- (m) **Name and Trademark.** Except as otherwise provided herein, neither party shall use the name or logo of the other party without such party's written consent.
- (n) **Visa Fee Adjustments.** In the event that there is a change deemed by WaFd to be material in the way WaFd is compensated by Visa, WaFd may seek to renegotiate the financial terms of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then WaFd at its option may (i) allow this Agreement to remain in effect without any such adjustment, or (ii) terminate this Agreement upon written notice to the Company.

- (o) **Relationship of Parties.** Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between WaFd and the Company. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent for the other party.
- (p) **USA PATRIOT Act; Anti-Terrorism Law.** Neither the Company nor any affiliate of the Company is in violation of any statute, treaty, law (including common law), ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any governmental authority relating to terrorism or money laundering, including Executive Order No. 13224 and the USA PATRIOT Act (collectively, "Anti-Terrorism Law") or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.
- (q) **Blocked Person.** Neither the Company nor any affiliate of the Company, or to the Company's knowledge, any VPA User, is any of the following (each a "Blocked Person"): (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (iii) a person with which WaFd is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224; (v) a person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (vi) a person who is affiliated with a person listed above.
- (r) **Savings Clause.** If the Company is at any time obligated to pay fees or finance charges in excess of the maximum fees or finance charges permitted by applicable law, then the fees and finance charges, as appropriate, shall be immediately reduced to the maximum amount permitted by applicable law and all payments in excess of the maximum amount shall be deemed to have been payments in reduction of the unpaid balance of the Account.
- (s) **Indemnification.** The Company, on behalf of itself and its owners, directors, officers, employees, agents, and representatives (collectively, the "**Company Group**"), hereby releases and agrees to indemnify, defend and hold harmless WaFd, its affiliates, and their respective directors, officers, employees, agents, and attorneys (collectively, the "**WaFd Group**") from and against any loss, claim, damages, liability, cost, expense, action or cause of action whatsoever that the Company, any VPA User, or any third party now have or may hereafter have or threaten against any member of the WaFd Group, or to which any member of the WaFd Group may become subject, arising out of or relating to this Agreement, including, but not limited to, (i) actions taken by WaFd upon the instructions of the Company or any VPA User, (ii) any maintenance activity performed by any member of the Company Group or by any other person (other than an employee or agent of WaFd) using a Company Access Code; provided, however, that Company shall not be liable for unauthorized use of a Company Access Code after the Company provides notice to WaFd that the Access Code has been lost, stolen or compromised, and WaFd has had a reasonable opportunity to act on such notice, or (iii) except as otherwise provided in this Agreement, any Unauthorized Transaction resulting from the use of a Virtual Card Number or VPA Account prior to (and with

respect to pending Transaction authorizations) on or after the effective time of a request for cancellation or termination of a Virtual Card Number or VPA Account.

(t) **Other Waivers by Company.** To the extent otherwise applicable, the Company waives notice of intent to accelerate, notice of acceleration, and all other notices, consents to any renewals or extensions of time of payment, and generally waives all suretyship defenses and defenses in the nature thereof.

(u) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

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

COMPANY NAME: _____

By: _____

Name: _____

Title: _____