NAVIGANT CREDIT UNION
BUSINESS CREDIT CARD AGREEMENT

This Business Credit Card Agreement includes this document, the Schedules, as well as any additional terms and conditions set forth in any letter, card carrier, card insert, addendums, any other documentation provided with your Card or this document, the application that you signed or submitted to Navigant Credit Union, and any notification of changes that we may provide to you from time to time (collectively, all of the foregoing are referred to as the "**Agreement**"). This Agreement governs the commercial card services provided by Navigant Credit Union to you, our member completing the application, and your authorized Cardholders.

The terms "**we**", "**us**", "**our**", or "**Credit Union**" refer to Navigant Credit Union. The terms "**Company**", "**you**" and "**your**" means the entity that has entered into this Agreement, the party completing the application for the Card, and each person, business, or organization to which we issue a Card pursuant to this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS AN ARBITRATION PROVISION IN <u>SCHEDULE 1</u> THAT LIMITS YOUR RIGHTS TO A TRIAL. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY DISPUTE BETWEEN THE PARTIES (WHETHER SOUNDING CONTRACT, TORT, OR OTHERWISE), INCLUDING ARISING OUT OF, UNDER, OR RELATING TO THIS AGREEMENT. THIS AGREEMENT ALSO CONTAINS A PERSONAL GUARANTY THAT MAY IMPOSE LIABILITY ON YOU AS AN INDIVIDUAL.

Our business credit card program allows you to open an Account and receive Cards for your business purposes. You may begin using an Account and related Card once: (i) we have approved you for use; (ii) we have received all required and properly executed forms; and (iii) you have successfully completed any onboarding or other due diligence requirements as we may determine are necessary in our sole discretion. Whenever you use a Card, you agree to be bound by the Agreement (as amended from time to time).

DEFINITIONS AND INTERPRETATION. In addition to the definitions contained elsewhere in this Agreement, the following capitalized terms are given the meanings indicated:

Account means the business and commercial line of credit established for you that the Credit Union approves for your organization and that is subject to this Agreement.

Addendum means the pricing, fees, and other terms addendum provided with this Agreement or with your Card.

Card means Mastercard business credit card or cards you receive from the Credit Union and any duplicates, renewals, or substitutions the Credit Union issues to you.

Cardholder means the employees, agents or any other persons or entities designated by you and approved by us to receive or use a Card issued to you.

Cardholder Account means a sub-account of the Account, which is set up by us for each Cardholder and which may be accessed using the card.

Cash Advance means the use of a Card to access the Cardholder Account and obtain cash from a participating financial institution, merchant, or automated teller machine ("**ATM**").

Credit Limit means the total amount of credit that we may establish for the Company and all of its Cardholders (on an aggregate basis).

Guarantor means a person or entity that agrees to assume responsibility for your obligations under the Agreement, including payment of any amounts owed, as more fully set forth in Schedule 2, if applicable.

Individual Credit Limit means the spending limit that is established for each Cardholder Account, as established by your Program Administrator.

Payment Due Date means the date which is set out in each billing statement.

Program Administrator means one or more persons designated by Company as our primary contact for your Account who is authorized by Company to take actions necessary or appropriate to maintain the Account and Cardholder Accounts, including designating persons to receive Cards, receiving communications from us relating to the Account and Cardholder Accounts, requesting the closure of the Account and Cardholder Accounts, and otherwise communicating with us with respect to Business Accounts and Cardholder Accounts.

Schedules means the schedules set forth at the end of this Agreement, which are incorporated into and made part of this Agreement.

SpendTrack® means the proprietary software, applications, programs, materials, and related services accessed through our digital platforms, including any of our websites or third-party vendor sites and used in connection with the issuance of the Card and operation of the Account and Cardholder Accounts.

In the Agreement: (i) reference to any law, statute, legislation, rule, or regulation is to that law, statute, legislation, rule, or regulation as amended, modified, or replaced from time to time; (ii) the term "law" includes applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees, awards and guidelines (whether or not having the force of law but, if not, compliance with which is customary or expected practice in the territory concerned), in each case issued by any authority or other body (whether governmental or non-governmental) having competence and authority over those matters; (iii) headings are for ease of reference only and will not be taken into account in interpreting the Agreement; (iv) words in the singular include the plural and vice versa; (v) the words "include", "including" and "in particular" indicate examples only and do not limit the general nature of any preceding words; (vi) a phrase starting with the words "or other" or "otherwise" is not limited by any preceding words where a wider interpretation is possible; (vii) reference to any gender includes the others; and (viii) reference to a "paragraph" is to the corresponding paragraph of the Agreement.

NAVIGANT CREDIT UNION MEMBERSHIP. You acknowledge that, pursuant to the Credit Union's *Terms and Conditions of Your Account* disclosure and our Bylaws, a minimum deposit of $10 into a share account is required to establish membership with us, and membership with Navigant Credit Union is required to obtain an Account. Although membership with Navigant is required, there is no membership fee to become a member of Navigant. Visit navigantcu.org for complete details regarding opening a share account. Any Cardholder who is not a member of Navigant Credit Union must provide identification acceptable to us which may include name, date of birth, address, social security number and valid driver's license, passport, or other approved identification before being issued a Card.

CREDIT UNION RESPONSIBLITIES. Upon our approval of your application or enrollment form and you have successfully completed any onboarding or other due diligence requirements as we may determine are necessary in our sole discretion, at your request, we will issue Cards to you in connection with your Account. You may provide these Cards to Cardholders. All Transactions made by you or your Cardholders on a Card are considered authorized by you. Nothing in this paragraph shall be construed to limit or prevent us from taking any action to terminate, block, disable, or otherwise discontinue honoring the Account, Cards, and transactions initiated using the Cards or Accounts, in our sole discretion or as otherwise set forth elsewhere in this Agreement.

PERSONS BOUND. By signing or otherwise authenticating the application other materials necessary to open the Account, by using the Card or Account we issue to you, or by authorizing an employee or other Cardholder to use the Card, Account, or Cardholder Account we issue to you, you agree to be bound by the terms of this Agreement. If you are an officer or owner obtaining an account for your organization, you agree to the terms of this Agreement in your personal capacity as well as your capacity as an officer or owner authorized to bind the organization to this Agreement.

CREDIT LIMIT. If you are approved for an Account, the Credit Union will establish a line of credit for you. You agree that your Credit Limit is the maximum amount (purchases, balance transfers, Cash Advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. You agree not to use the Card or Account, or permit any Cardholder to use a Card or Cardholder Account, in any way that would cause the balance of the Account to exceed the Credit Limit.

If you exceed your Credit Limit, future attempts to use the Card, Account, or Cardholder Accounts may be declined by us in our sole discretion. We are not, under any circumstances, obligated to approve any transaction or extend credit if doing so would exceed the Credit Limit; but, if we do, you agree to repay the amount you are over your limit plus any fees, charges, and unpaid finance charges before payments will begin to reduce your balance and restore your ability to access the Credit Limit.

A fee may be imposed for exceeding your Credit Limit.

You may request an increase in your credit limit only by a method acceptable to the Credit Union. The Credit Union may increase or decrease your credit limit, refuse to make an advance, and/or terminate your account at any time for any reason not prohibited by law. Upon your request and if approved by us, we may increase the Credit Limit.

INDIVIDUAL CREDIT LIMIT. We will establish a single total Credit Limit for the Business. The Program Administrator will be responsible for establishing an Individual Credit Limit for each Cardholder Account. Such Individual Credit Limits for each of the Cardholder Accounts, when aggregated, may not exceed your total Credit Limit. We may, in our reasonable discretion, without prior notice, decrease the Credit Limit or any Individual Credit Limit established for any individual Cardholder Account.

STATEMENT OF BUSINESS PURPOSE. You represent and warrant to us that you are obtaining your Account for business purposes and that all purchases, Card transactions, Cash Advances, balance transfers, use of any convenience checks issued on your Account, and any other use of your Account will only be for a business purpose. You agree that you will never use or permit Cardholders to use the Account, Cardholder Account, or Card for any personal, household, or family purposes.

THE CARDS. The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. Cards are not valid after the expiration date, which may be printed on the Card, and must not be used after the expiration date. We may issue renewal or replacement Cards in our sole discretion. You are liable for all charges, payments, transactions, Cash Advances, and other amounts made on the Cards, except in the case of unauthorized transactions as described below.

USING YOUR CARD. You may use your Card to make purchases from merchants and others who accept your Card. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. If you wish to pay for goods or services over the Internet, you may be required to provide Card number security information before you will be permitted to complete the transaction.

The Credit Union may permit you to obtain Cash Advances from the Credit Union, from other financial institutions that accept your card, and from some ATMs. You understand that not all ATMs may accept your card. If the Credit Union authorizes ATM transactions with your card, you must obtain a personal identification number (or PIN). To obtain cash advances from an ATM, you must use the PIN that is issued to you for use with your Card.

We may, at our sole option, allow you to pay an amount you owe on an account you have with other creditors. This is called a balance transfer. We may pay the balance transfer amounts you have authorized directly to you or directly to the other issuer(s) up to the Credit Limit, unless otherwise limited by the terms of the balance transfer. Balance transfers may not be used to make payments on accounts issued or held by us or our affiliates. When you make a balance transfer, we will charge interest beginning on the transaction date, as described in more detail in the FINANCE CHARGE CALCULATION FOR BALANCE TRANSFERS section below. We will also charge you a transaction fee as described in the Addendum. Balance transfers and balance transfer transaction fees may also be subject to promotional, special, or additional terms. Such terms will be included as part of your Agreement.

You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Even if you use your Card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. If you are permitted to obtain Cash Advances on your account, you may also use your Card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as a Cash Advance and include, but are not limited to, wire transfers, money orders, bets, lottery tickets, and casino gaming chips as applicable. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

RESPONSIBILITY. You agree to pay all charges (transactions, purchases, Cash Advances, balance transfers, use of convenience checks, and any other fine, fee, or charge) to your Account that are made by you, a Cardholder, or anyone whom you authorize to use your Account. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If there is more than one person bound to this Agreement, each will be individually and jointly responsible for paying all amounts owed under this Agreement. If you are an organization, the officer or owner that obtained the Account for the organization is also personally obligated for all charges made under the Account. This means that the Credit Union can require any one of you to individually repay the entire amount owed under this Agreement. In addition, each person bound under this Agreement, as well as any Cardholder, may make purchases individually and, if Cash Advances are permitted for your Account, may obtain Cash Advances individually.

RELIANCE. Credit Union shall be protected in acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, instruction, or other document, including, without limitation, disbursement instructions, pursuant to this Agreement, believed by it to be genuine and correct and to have been signed or sent by you, your Program Administrator, or anyone else we reasonably believe has authority to bind you.

INTEREST RATE. The interest rates applicable to purchases, cash advances, and balance transfers are disclosed on the Addendum. Any penalty rate that may be imposed is also disclosed on the Addendum. These rates are variable, meaning that the rate charged on purchases, Cash Advances, and balance transfers and any penalty rate will vary periodically set forth on the Addendum.

The initial rate on your Account for certain types of transactions may be an introductory discounted rate ("**Introductory Rate**") that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown in the Addendum. The Introductory Rate begins on the date of account opening. After the Introductory Rate period expires, the Interest Rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement.

FINANCE CHARGE CALCULATION METHOD FOR PURCHASES. New purchases posted to your account during a billing cycle (the "**New Balance**") will not incur a finance charge for that billing cycle. Finance charges begin to accrue on those purchases from the first day of the next billing cycle unless you paid the entire New Balance reflected on the previous cycle's billing statement by the Payment Due Date of that statement. To avoid an additional finance charge on the balance of purchases, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement.

The finance charge is calculated separately for purchases and Cash Advances. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To get the average daily balance of purchases, we take the beginning outstanding balance of purchases each day and subtract any payments and/or credits that we apply to the purchase balance (we do not add in any purchases posted during the billing cycle). This gives us the daily balance of purchases. Then, we add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

FINANCE CHARGE CALCULATION METHOD FOR CASH ADVANCES. A finance charge begins to accrue on Cash Advances, balance transfers, and convenience checks on the transaction date, as indicated in the Credit Union's books and records. To avoid an additional finance charge on the balance of Cash Advances, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement. For Cash Advances, the finance charge is computed by applying the periodic rate to the average daily balance of Cash Advances. To get the average daily balance of Cash Advances, we take the beginning outstanding balance of Cash Advances each day, add in any new Cash Advances, and subtract any payments and/or credits that we apply to the Cash Advance balance. This gives us the daily balance of Cash Advances. Then, we add all the daily balances of Cash Advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of Cash Advances.

FINANCE CHARGE CALCULATION METHOD FOR BALANCE TRANSFERS. A finance charge begins to accrue on Cash Advances, balance transfers, and convenience checks on the transaction date, as indicated in the Credit Union's books and records. To avoid an additional finance charge on a balance transfer, you must pay the entire New Balance on the billing statement by the Payment Due Date of that statement. For balance transfers, the finance charge is computed by applying the periodic rate to the average daily balance of balance transfers. To get the average daily balance of the balance transfers, we take the beginning outstanding balance of balance transfers each day, add in any new balance transfer, and subtract any payments and/or credits that we apply to the balance transfer amount. This gives us the daily balance of balance transfers. Then, we add all the daily balances of balance transfers for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of balance transfers.

OTHER CHARGES. In addition to the interest rate, additional fees may be imposed on your Account. The amount and description of these fees are disclosed in the Addendum.

REWARDS. The Credit Union may, in its sole discretion, offer you certain rewards, bonuses, benefits, and/or premiums ("**Rewards**"), on your Card, subject to additional terms and conditions. We may change, add, or delete Rewards at any time and with or without notice to you. Any such Rewards are subject to the applicable Rewards program terms and conditions, which are incorporated herein by reference with the same force and effect as though fully set forth herein. Unless otherwise stated in the Rewards program terms and conditions, all Rewards accrue at the Company (Account) level.

PAYMENTS. If you are responsible for the payment of all or a portion of your Account, you agree to the following: 1. Each month you must pay at least the minimum payment shown on your statement by the Payment Due Date specified on the statement. Your due date is at least twenty-five (25) days after the close of each billing cycle. 2. All payments must be made in U.S. dollars and if made by a negotiable instrument such as a check or money order, must be in a form acceptable to us and drawn on a U.S. financial institution. 3. You may pay more frequently, pay more than the minimum payment, or pay the total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your account has a balance (other than a credit or positive balance). 4. In addition to the minimum payment you must also pay, by the Payment Due Date specified on the statement, the amount of any prior minimum payment(s) that you have not made, all outstanding unpaid fees and charges, and any amount you are over your Credit Limit. 5. The Credit Union also has the right to demand immediate payment of any amount by which you are over your Credit Limit. 6. Subject to applicable law, your payments may be applied to what you owe to the Credit Union in any manner the Credit Union chooses. We also may, at our discretion, delay in crediting payments received from you against your Credit

Limit if you have only made a partial payment of amounts due or if your payment has not cleared. 7. We may accept checks marked “payment in full” or with words of similar effect without losing any of our rights to collect the full balance of your Account with us.

FOREIGN TRANSACTIONS. Purchases and Cash Advances made in foreign currencies will be charged to your Account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

A fee will be charged on all foreign transactions (the “**Foreign Transaction Fee**”). A foreign transaction is any transaction that you complete, or a merchant completes using your Card or Account, outside the United States. All fees are calculated based on the transaction amount after it is converted to U.S. dollars and are charged, except where prohibited by law or as excluded elsewhere in this Agreement or the Addendum. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction. The Foreign Transaction Fee is set forth in the Addendum.

COLLECTION COSTS. You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorneys’ fee, as permitted by applicable law.

SECURITY INTEREST; IMPRESSING A STATUTORY LIEN. On behalf of the Company, the owners and yourself, you grant, specifically as a condition of opening an Account and the use of the Card issued to the Company, a security interest in all joint and individual consumer and business share accounts (and any associated dividends), now or hereafter maintained by the Company, you, and/or the owners, with the Credit Union or any of its affiliates to satisfy all liabilities incurred under this Agreement, except for share accounts held as an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. A statutory lien may, according to applicable law, be enforced against your shares and dividends, and if any, deposits or interest in all consumer individual or joint accounts and business accounts share accounts you, the owners, or the Company has with the Credit Union to satisfy the obligations due and payable under this Agreement. These other share accounts may be withdrawn unless you are in default under this Agreement. You authorize the Credit Union to apply the balance in your individual or joint share consumer accounts, or the business share accounts in the name of the Company, to pay any amounts due on your Account if you should default. The statutory lien, your pledge, or both, will allow the Credit Union to apply the funds in your share account(s) without further notice to you. Collateral securing other loans you have with the Credit Union may also secure this loan, except that no interest in real property or a dwelling whatsoever will never be considered as security for this Account, notwithstanding anything to the contrary in this Agreement or any other agreement.

SET-OFF. Notwithstanding any other provision of this Agreement to the contrary, you grant us a contractual right of set-off in and to all share accounts or credit balances now or subsequently maintained with us. In addition to any other rights of set-off we may have, we may, without consulting you, set-off any amount you owe us under the Agreement against such share account or credit balance whether or not that share account or credit balance is matured.

PERSONAL GUARANTY. If required by the Credit Union, we may require a personal guaranty in the form set forth as Schedule 2, as a condition to granting the Account, any Cardholder Account, or issuing any Card. If required, we will indicate such on your application or enrollment form signed by the Guarantor.

DEFAULT. You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will also be in default if any of the following occur:

- You break any promise you make under this Agreement;

- You exceed your Credit Limit;
- You are a natural person and you die;
- You are an organization and you cease to exist;
- You are an organization and you change your legal structure so that the person obligating the organization to this Agreement is no longer authorized to bind it to legal agreements;
- You file for bankruptcy or become insolvent;
- You make any false or misleading statements in any credit application or credit update; or
- If something happens that the Credit Union believes may substantially reduce your ability to repay what you owe.

When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges at the applicable interest rate until what you owe has been paid, and any funds held in share accounts that were given as security for your Account may be applied towards what you owe.

CHANGING OR TERMINATING YOUR ACCOUNT. The Credit Union may change the terms of this Agreement, the Addendum, and any attached Schedule as it relates to the Account or Cards from time to time and in its sole discretion. Notice of any change will be given in accordance with applicable law. If permitted by law, the change will apply to your existing Account balance as well as to future transactions.

Either you or the Credit Union may terminate this Agreement at any time by providing written notice at the addresses shown on the monthly statements, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account, a Cardholder Account, or using any Card after termination, except for unauthorized transactions as described below.

The Credit Union has the right to require you to pay your full account balance at any time after your account is terminated, whether it is terminated by you or the Credit Union.

Notwithstanding anything in this Agreement to the contrary, Credit Union may close or suspend a Card or Account at any time without cause or without prior notice, subject to applicable law, or reissue a different Card at any time, including, but not limited to, if required under applicable law, by a state or federal regulatory authority with jurisdiction over Credit Union, or in the event of actual or alleged fraud. Closing or suspending an account pursuant to this paragraph shall not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement.

COMPANY'S DESIGNATION OF CARDHOLDER ACCOUNTS. Upon your request, we may issue additional Cards for Cardholders that you designate. You are liable for all charges, payments, transactions, Cash Advances, and other amounts made on the Cards and by Cardholders, except in the case of unauthorized transactions as described below. You are responsible for adding, maintaining, and revoking Cardholders and/or the right to access your Account. To access your Account management controls simply log into Navigantcu.org and click on SpendTrack®, which is subject to the SpendTrack® User Agreement set forth in Schedule 3.

LIABILITY FOR UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION. You may be liable for the unauthorized use of your Card or Account. You and/or any Cardholder must notify us immediately, in writing or by telephone, at Navigant Credit Union, Attn: Credit Card Member Service, 1005 Douglas Pike, Smithfield, RI, 02917 or 401-233-4700 if your card is lost, stolen or you suspect there has been unauthorized use of your Card or Account. In the event of any Card use by a person without actual, implied, or apparent authority for such use, and from which you or the Cardholder receive no benefit, you will nevertheless be responsible for such unauthorized use to the fullest extent permitted by applicable law.

If you are an organization with ten (10) or more employees and we have issued ten (10) or more Cards on your Account for use by your employees, you will be liable for all unauthorized use of your Cards or Account, except as may be limited by Mastercard rules described below. Otherwise, you will be liable for up to $50 for the unauthorized use of your Card or Account before notification to us unless your liability is further limited by Mastercard liability limitation rules as described below. Unauthorized use does not include use of a Card by a Cardholder in an unauthorized manner.

If your Card is a Mastercard, you may not be liable for any unauthorized transactions if you exercise reasonable care in safeguarding your card from risk of loss or theft and, upon discovering the loss or theft promptly report the loss or theft to us.

You are solely responsible for maintaining the security of any Cards, any PIN, and any other authentication credentials used in connection with the Account, including those Cards issued to any Cardholder.

CREDIT REVIEW AND RELEASE OF INFORMATION. You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You agree to provide us with current financial statements or updates to the Card application, enrollment forms, or other documents you provided when applying for the Card upon our request. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.

If you are an individual or if you may be liable in your personal capacity under this Agreement, you agree that we may obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources, including information to verify and re-verify your employment and income. We will use such information for any purpose, subject to applicable law. We may report information about your Account to credit bureaus. Negative credit information, including late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We may report Account information in your name and the names of authorized users Cardholders. If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, write to us at: Navigant Credit Union, Attn: Credit Card Member Service, 1005 Douglas Pike, Smithfield, RI, 02917.Please include your name, address, home phone number, and the last four digits of your Account number and explain what you believe is inaccurate or incomplete with supporting information.

If your Account is eligible for emergency cash and/or emergency Card replacement services, and you request such services, you agree that we may provide personal information about you and your Account that is necessary to provide you with the requested service(s).

RETURNS AND ADJUSTMENTS. Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. You are not permitted to have a credit balance on your Account. If your refunds, credits, and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and Cash Advances in our sole discretion and in addition to any other rights of set-off we may have. If the credit balance amount is $1 or more, it will be refunded upon your written request or automatically after six (6) months.

ADDITIONAL BENEFITS/CARD ENHANCEMENTS. The Credit Union may from time to time offer additional services to your Account at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

COMPANY REPRESENTATIONS AND WARRANTIES. You represent and warrant to us now and on each day on which an Account is open and each time a transaction on a Card is made:

(i) you are a business or commercial company or enterprise acting within the scope of your ordinary course of business and you are not a "consumer" for the purposes of any consumer credit laws;
(ii) the Agreement and its provisions constitute and create legal, valid, and binding obligations on you which are enforceable in accordance with their terms;
(iii) your performance of your obligations will not violate any law applicable to you or facilitate any unlawful transactions;

(iv) you are in compliance with all laws, including anti-money laundering, counter-terrorist financing, and economic and trade sanctions, and are not aware of any breach by you or your Cardholders of any such laws;
(v) the debiting of any share account as provided in the Agreement is not inconsistent with any restriction on the use of that share account;
(vi) you have obtained all approvals and authorizations required to enable you to execute, deliver and perform the Agreement and the transactions contemplated under it, including any shareholder approvals and/or any authorizations required from any applicable third party to allow you to transfer funds and access information from that party's account; and
(vii) there are no proceedings, tax claims or disputes of any nature pending or threatened against you in respect of which, if judgment is given against you, your financial condition or ability to pay us under the terms of the Agreement might be impaired.

ASSIGNMENT. You may not assign the Agreement or transfer any right or delegate any of your duties or obligations under the Agreement, without our prior written consent. Any purported assignment by you of rights or delegation by you of obligations contrary to the provisions of the Agreement shall be void. Credit Union may assign any or all of its rights, obligations, or responsibilities under this Agreement without notice to you.

SALE OF ACCOUNT. We may, from time to time, sell, securitize, encumber, or otherwise transfer the Account, a Cardholder Account, other evidence of indebtedness created through use of a Card, and any interest in them to any party without Company's knowledge or consent.

SUCCESSORS AND ASSIGNS. The Agreement shall be binding upon and inure to your and our benefit and to the benefit of your and our respective successors and permitted assigns.

EFFECT OF AGREEMENT. This Agreement is the contract which applies to all transactions on your Account even though the sales, Cash Advances, credits, or other slips you sign or receive may contain different terms.

NO WAIVER. The Credit Union can delay enforcing any of its rights any number of times without losing them.

AMENDMENTS. In addition to any other right set forth elsewhere in this Agreement, we may amend this Agreement from time to time, including the addition of entirely new provisions, by sending such notice as may be required by law. Notice may be sent to you at the last address shown in our records for the Account. Unless we state otherwise, balances existing on the effective date of any amendment, as well as future activity, will be subject to the terms of the amended Agreement to the extent permitted by law. We will consider you to have accepted any amendment if you continue to keep or use the Account or Cards following the effective date of the amendment or changes.

STATEMENTS AND NOTICES. Unless separate Cardholder Accounts have been set up under your Account for Cardholders, statements and notices will be mailed to you or the Program Administration at the appropriate address you have given the Credit Union. You agree to notify us at least thirty (30) days in advance of any change in address. Notice sent to any one person bound under this Agreement will be considered notice to all. If we have agreed to send statements for subaccounts under your Account that have been issued to Cardholders, we will send statements to the appropriate address you have provided for that Cardholder. You agree to notify us at least thirty (30) days in advance of any change in address for a Cardholder. You are responsible for payment of all amounts shown on a statement delivered to a Cardholder.

NOTIFICATION OF CHANGE IN LEGAL STRUCTURE, OFFICERS, OR OWNERS. If you are an organization, you agree to notify us within ten (10) days of any change in your legal structure or any change in your officers or owners.

SEVERABILITY AND FINAL EXPRESSION. This Agreement is the final expression of the terms and conditions of your Account. This written Agreement may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED. You may not use your card to initiate any type of unlawful electronic gambling transaction through the Internet.

GOVERNING LAW. THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND (WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES) EXCEPT TO THE EXTENT THAT SUCH LAWS ARE INCONSISTENT WITH CONTROLLING FEDERAL LAW, REGARDLESS OF WHERE YOU RESIDE OR USE YOUR ACCOUNT AT ANY TIME. This choice of law is made because of the strong relationship between this Agreement and your account with Navigant Credit Union, a state-chartered credit union, located in and governed by the laws of the State of Rhode Island, and to ensure uniform procedures and interpretation for all of our members, no matter where they reside or use their accounts.

We accept this Agreement in Rhode Island. Decisions about granting credit to you are made in Rhode Island and all credit extended under this Agreement is extended by us from Rhode Island.

NEW YORK RESIDENTS: We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon your request, you will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services at 800-342-3736, at consumers@dfs.ny.gov, or via www.dfs.ny.gov to obtain a comparative listing of credit card rates, fees and grace periods.

NEW JERSEY RESIDENTS: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

ARBITRATION AGREEMENT

If you are a Covered Borrower, as defined by the Military Lending Act, the arbitration provisions set forth in this Schedule 1 do not apply to you.

This Schedule 1 constitutes the Arbitration Agreement between you and us.

READ THIS SECTION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. If you do not opt out, for a dispute subject to arbitration, there is a waiver of rights as discussed below. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is generally final and binding.

You have the right to cancel or opt out of this Arbitration Agreement as set forth below.

SPECIAL DEFINITION OF "WE," "US" AND "OUR"

Solely for purposes of this Arbitration Agreement, the terms "we," "us" and "our," in addition to the meanings set forth in this Credit Card Agreement (the "**Card Agreement**"), also refer to our employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns.

BINDING ARBITRATION

If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this part. A "claim" or "dispute," as used in this Arbitration Agreement, is any unresolved disagreement between you and us, arising from or relating in any way to the Card Agreement (including any renewals, extensions, addendums or modifications), the credit relationship between us, or relating to any reward program, feature, or benefit. It includes any disagreement relating in any way to services, accounts, or any other matters; to your use of any of our credit union facilities; or to any means you may use to access your account(s). Any claims or disputes arising from or relating to the advertising of our services, the application for, or the approval or establishment of your Account are also included. Claims are subject to arbitration, regardless of what theory they are based on, whether they seek legal or equitable remedies, or irrespective whether they are common law or statutory (federal or state) claims. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future.

However, "claim" or "dispute" as used in this Arbitration Agreement does not include any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the "Class Action and Class Arbitration Waiver" set forth below, subparts (1) and (2) of the "Severability and Survival" part set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide; but disputes about the validity or enforceability of this Account Agreement as a whole are for the arbitrator and not a court to decide. ANY DISPUTE CONCERNING THE VALIDITY, ENFORCEABILITY, COVERAGE OR SCOPE OF THIS ARBITRATION AGREEMENT SHALL BE RESOLVED IN A RHODE ISLAND STATE OR FEDERAL COURT OF LAW, AND THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SUCH A COURT FOR SUCH PURPOSE.

TRIAL WAIVER

YOU AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL AND TRIAL BEFORE A JUDGE IN A PUBLIC COURT upon demand by either party for arbitration. However, you and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing shall bear all costs and expenses incurred by the other party in compelling arbitration.

CLASS ACTION AND CLASS ARBITRATION WAIVER

NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE JOINT ACCOUNT BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT. This is so whether or not the claim has been assigned.

ARBITRATION PROCEDURES

You or we may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced.

Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or JAMS according to such forum's rules and procedures. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free) | website: www.adr.org

JAMS
1-800-352-5267 (toll-free) | website: www.jamsadr.com

In the event that JAMS or the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure; or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act (Title 9 of the United States Code) ("**FAA**"). To the extent that there is any variance between the selected forum's rules and this Arbitration Agreement, this Arbitration Agreement shall control. This Arbitration Agreement shall be governed by the laws of the State of Rhode Island, without regard to its conflicts of laws principles.

If you initiate the arbitration, you must notify us in writing at Navigant Credit Union, Attn: Credit Card Member Service,1005 Douglas Pike, Smithfield, RI, 02917.

If we initiate the arbitration, we will notify you in writing at your last known address in our file.

The arbitration shall take place at a location chosen by the selected arbitrator, with a preference for Providence, Rhode Island or a suitable location no further than thirty (30) miles from your home address so long as that address is within the State of Rhode Island or Massachusetts, unless the parties agree to a different location in writing. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. The arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. At the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award. A judgment on the award may be entered by any court having jurisdiction.

You and we agree that in our relationship arising from this Card Agreement:

(1) the parties are participating in transactions involving interstate commerce; and

(2) this Arbitration Agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable or unenforceable, the laws of the state that govern the relationship between you and us.

No arbitrator shall have authority to entertain any dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

ARBITRATION COSTS

The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so; or if you ask us in writing and we determine in good faith there is justifiable reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but the arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by either the Card Agreement, the forum's rules or applicable law.

ARBITRATION AWARD AND APPEAL

The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum.

The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph entitled "Arbitration Costs."

"Arbitration Costs." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

SEVERABILITY AND SURVIVAL

If any part of this Arbitration Agreement is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except that:

1. The parties acknowledge that the Class Action and Class Arbitration Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Agreement. If the Class Action and Class Arbitration Waiver is limited, voided or found unenforceable, then this Arbitration Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action and Class Arbitration Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and

2. if a claim is brought under California law seeking public injunctive relief and a court determines that the restrictions in the Class Action and Class Arbitration Waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

This Arbitration Agreement shall survive the (a) closing of your Account and the termination or modification of any relationship between us,(b) bankruptcy of any party; and/or (c) the transfer or assignment of the Accounts or any related services. If any portion of this Arbitration Agreement provision is deemed invalid or unenforceable, the remainder of this Arbitration Agreement shall remain in force. No portion of this Arbitration Agreement may be amended, severed, or waived absent a written agreement between you and us.

CONFIDENTIALITY

Each party to this Arbitration Agreement agrees to maintain the confidentiality of any arbitration or other legal proceedings, and not to publicize or disclose to third parties any matters relating to such proceedings, the underlying dispute involved, or any decision, settlement, or other resolution, except with the prior written consent of the other party or as required by applicable law.

NOTICE AND CURE

Prior to initiating an arbitration, you may give us a written Claim Notice describing the basis of your claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at Navigant Credit Union, Attn: Credit Card Member Service, 1005 Douglas Pike, Smithfield, RI, 02917. This is the sole and only method by which you can submit a Claim Notice. You should address all claims you have in a single Claim Notice and/or a single arbitration.

COLLECTION COSTS

Except where prohibited by law, if we take court action or commence an arbitration proceeding against you for collection after you default, or if you elect arbitration of a collection action we have brought against you in court, you will also be liable for court or arbitration costs, other charges or fees, and reasonable attorneys' fees, should we prevail in such court action or arbitration.

RIGHTS PRESERVED

This Arbitration Agreement does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property, exercise self-help remedies, including setoff rights or to enforce any security interest lien or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction.

RIGHT TO CANCEL OR OPT OUT OF THIS ARBITRATION AGREEMENT

You may opt out of this Arbitration Agreement to resolve any claim or dispute by arbitration.

To opt out of this Arbitration Agreement, you must send us written notice of your decision within forty-five (45) days of the opening of your Account or of receiving the Arbitration Agreement for the first time. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of this Card Agreement. It should include your name, address, Account name, Account number and your signature and must be mailed to Navigant Credit Union, Attn: Credit Card Member Service, 1005 Douglas Pike, Smithfield, RI, 02917. This is the sole and only method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt-out will not affect any remaining terms of this Card Agreement and will not result in any adverse consequence to you or your Account. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this Arbitration Agreement in a timely and proper fashion.

Schedule 2

PERSONAL, UNLIMITED, UNCONDITIONAL, AND CONTINUTING GUARANTY

This Schedule 2, Personal, Unlimited, Unconditional, and Continuing Guaranty (the "**Guaranty**") is applicable only if the Credit Union requires a personal guaranty as a condition to granting the Account as set forth on the applicable Card or Account application or enrollment form signed by you or the Guarantor.

This Guaranty is between you, the natural person agreeing to this Guaranty in your individual capacity (the "**Guarantor**," "**you**" or "**your**"), in favor and for the benefit of Navigant Credit Union (**"Lender"**).

PLEASE READ THIS GUARANTY CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS GUARANTY CONTAINS ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISIONS THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. **BACKGROUND.** Reference is made to that certain Business Credit Card Agreement (together with any supplements or amendments thereto and any disclosures and/or applications therefore (collectively, the **"Agreement"**) between Lender and the business listed in the application submitted in connection with the Agreement (the "**Borrower**"). Guarantor acknowledges that it has a direct ownership interest in Borrower and will receive substantial economic and other benefits from Lender's lending money to Borrower. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. GUARANTY. In consideration of the substantial direct and indirect benefits derived by the Guarantor from the loans and other extensions of credit made by Lender to Borrower pursuant to the Agreement, including specifically the credit card account (the **"Account"**), the parties hereby agree as follows.

2.1 The Guarantor absolutely, unconditionally, and irrevocably guarantees, as primary obligor and not merely as surety, the punctual payment, when due, whether at stated maturity, by acceleration, or otherwise, of all present and future obligations, liabilities, covenants, and agreements required to be observed, performed, or paid by the Borrower under the Agreement whether for principal, interest (including interest accrued after the commencement of any insolvency, bankruptcy or reorganization of the Borrower), costs, expenses, and fees and agrees to pay any and all reasonable costs, fees, and expenses incurred by the Lender in any way related to the enforcement or protection of the Lender's rights hereunder (collectively, the "**Obligations**").

2.2 Notwithstanding any provision herein contained to the contrary, the Guarantor's liability with respect to the Obligations shall be limited to an amount not to exceed, as of any date of determination, the amount that could be claimed by the Lender from the Guarantor without rendering such claim voidable or avoidable under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law.

3. **GUARANTY OF PAYMENT ABSOLUTE AND UNCONDITIONAL; WAIVERS.** This Guaranty is a guaranty of payment and is continuing, absolute and unconditional. The Guarantor agrees that the Lender need not attempt to collect any Obligations from the Borrower or any other party or to realize upon any collateral in order to enforce the obligations hereunder.

The Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Agreement, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Lender with respect thereto. The obligations of the Guarantor under this Guaranty are independent of the Obligations, and a separate action or actions may be brought and prosecuted against the Borrower or any other guarantors, or the Borrower or any other guarantor may be joined in any such action or actions. The liability of the Guarantor under this Guaranty constitutes a primary obligation and not a contract of surety, and to the extent permitted by law, shall be irrevocable, continuing, absolute, and unconditional. The Guarantor hereby grants Lender a security interest in all share accounts that such Guarantor may maintain with Lender (excluding IRA, Keogh, SEP, and certain trust accounts).

The Guarantor agrees that its Obligations under this Guaranty shall not be discharged or impaired or otherwise affected by, and Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of, or in any way relating to, any or all of the following:

3.1 Any illegality, invalidity or unenforceability of any Obligation or the Agreement or provision thereof, or any related agreement or instrument, or any law, regulation, decree or order of any jurisdiction or any other event affecting any term of the Obligations.

3.2 Any change in the time, manner, or place of payment of, or in any other term of any of the Obligations, or any other amendment or waiver of, or any consent to depart from, the agreements entered into by the parties, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to the Borrower or otherwise.

3.3 Any taking, exchange, substitution, release, impairment, amendment, waiver, modification or non-perfection of any collateral or any other guaranty for the Obligations, or any manner of sale, disposition, or application of proceeds of any collateral or other assets to all or part of the Obligations.

3.4 Any default, failure, or delay, willful or otherwise, in the performance of the Obligations.

3.5 Any change, restructuring or termination of the corporate structure, ownership or existence of Borrower or any insolvency, bankruptcy, reorganization, or other similar proceeding affecting Borrower or its assets or any resulting restructuring, release, or discharge of any Obligations.

3.6 Any failure of Lender to disclose to Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties, or prospects of Borrower now or hereafter known to Lender. Guarantor hereby waives any duty of Lender to disclose such information.

3.7 The failure of any other guarantor or third party to execute or deliver this Guaranty or any other guaranty or agreement, or the release or reduction of any liability of Guarantor or any other guarantor or surety with respect to the Obligations.

3.8 The failure of Lender to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of the Agreement or otherwise.

3.9 Promptness, diligence, notice of acceptance, and any other notice with respect to any of the Obligations and this Guaranty, and any requirement that the Lender exhaust any right or take any action against the Borrower or any other person or entity or any Borrower collateral. The Guarantor acknowledges that he or she will receive direct and indirect benefits from the financing arrangements contemplated in the Agreement and that the waiver set forth in this Section 3 is knowingly made in contemplation of such benefits.

3.10 The existence of any claim, set-off, counterclaim, recoupment, or other rights that Guarantor or Borrower may have against Lender (other than a defense of payment or performance).

3.11 The Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Obligations.

3.12 Any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Obligations or any existence of or reliance on any representation by the Lender that might vary the risk of the Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, the Borrower, the Guarantor, or any other guarantor or surety.

4. **REINSTATEMENT.** This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Lender or any other entity upon the insolvency, bankruptcy, or reorganization of the Borrower or otherwise (and whether as a result of any demand, settlement, litigation, or otherwise), all as though such payment had not been made.

5. **SUBROGATION.** The Guarantor will not exercise any rights that he may now or hereafter acquire against the Borrower or other guarantors (if any) that arise from the existence, payment, performance, or enforcement of such Guarantor's obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, whether or not such claim, remedy, or right arises in equity or under contract, statute, or common law, including, without limitation, the right to take or receive from the Borrower or any other guarantor, directly or indirectly, in cash or other property, or by set-off or in any other manner, payment or security solely on account of such claim, remedy, or right, unless and until all of the Obligations and all other amounts payable under the Agreement and this Guaranty shall have been indefeasibly paid in full.

6. **SUBORDINATION.** The Guarantor hereby subordinates any and all obligations owed to the Guarantor by the Borrower (the "**Subordinated Obligations**") to the Obligations to the extent that the Obligations are paid in full in any proceeding under the Bankruptcy Code or other similar debtor relief laws or upon any default or event of default to the Lender before the Guarantor receives any payment on account of such Subordinated Obligations. Any sum paid to the Guarantor in violation of this section shall be held in trust for the benefit of the Lender, segregated from other funds of the Guarantor, and promptly paid or delivered to the Lender in the same form as so received to be credited against the Obligations.

7. **REPRESENTATIONS AND WARRANTIES.** The Guarantor represents and warrants that the following are true and correct and that the Guarantor: (i) is an adult individual; (ii) is not under any restraint and is not in any respect incompetent to enter into this Guaranty; (iii) does not, by the execution, delivery, and performance of this Guaranty, contravene or cause a default under (a) any contractual restriction binding on or affecting the Guarantor, (b) any court decree or order binding on or affecting the Guarantor, or (c) any applicable law binding on or affecting the Guarantor; and (iv) has received and reviewed the Agreement.

8. **INFORMATION AND CREDIT REPORTS.**

8.1 The Guarantor covenants and agrees that, until such time as the Obligations shall have been paid in full, the Guarantor will furnish or cause to be furnished to the Lender financial, tax and other information related to the Guarantor as the Lender may from time to time request.

8.2 Guarantor authorizes Lender to obtain credit bureau reports on the Guarantor and agrees that inquiries may be made to verify information provided to Lender, and that credit references and/or verification may be given based on such inquiries from third parties. Guarantor understands and acknowledges that Lender may report information about his or her performance under this Guaranty to credit bureaus. Late payments, missed payments, or other defaults under this Guaranty may be reflected in Guarantor's credit report and will have a negative impact on Guarantor's credit score. Information Lender provides may appear on Guarantor's credit reports. If Lender has reported inaccurate information about Guarantor to a credit bureau or other consumer reporting agency, Guarantor shall notify Lender in writing at 1005 Douglas Pike, North Smithfield, RI 02917. In doing so, Guarantor agrees to identify to Lender the specific information believed to be incorrect and why Guarantor believes it to be incorrect. Guarantor authorizes Lender to obtain and use credit, income, and other information, including credit reports, about Guarantor from credit bureaus and others. Guarantor authorizes Lender to investigate his or her credit standing when accepting this Guaranty or when providing credit to Borrower. Guarantor authorizes Lender to disclose information regarding his or her performance hereunder to credit bureaus and creditors who inquire about Guarantor's credit standing.

9. **INDEMNIFICATION**.

9.1 Guarantor agrees to pay, and hold Lender harmless from any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any collateral securing the Obligations or in connection with any of the transactions contemplated by the Guaranty or the Agreement.

9.2 Guarantor agrees to pay, and to hold Lender harmless from any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Guaranty.

9.3 Guarantor hereby, in addition to all other obligations set forth herein, agrees to protect, defend, indemnify and hold harmless Lender for, from and against, any and all losses, damages or liability which may be suffered or incurred by, imposed on or awarded against Lender as a result of: (i) fraud by Borrower or Guarantor in connection with the Agreement or any credit extension thereunder; (ii) misrepresentation or breach of warranty by Guarantor in connection with the making or disbursement of any credit under the Agreement; (iii) misrepresentation or breach of warranty by Borrower, which was known or should have been known by Guarantor to be false when made, in connection with the making or disbursement of any credit under the Agreement; (iv) any filing by Borrower of a bankruptcy petition, or the making by Borrower of an assignment for the benefit of creditors, or the appointment of a receiver of any property of Borrower in any action initiated by, or consented to by, Borrower; or (v) any acts of Borrower or Guarantor taken in bad faith with the intent to hinder, delay or interfere with the exercise by Lender of any rights and remedies under the Agreement or this Guaranty after the occurrence of and during the continuance of an event of default under the Agreement or this Guaranty.

9.4 The agreements in this Section shall survive repayment of the Obligations and all other amounts payable under the Loan Agreement.

10. **MISCELLANEOUS.** The Parties further agree as follows:

10.1 **EXPENSES.** The Guarantor shall pay to Lender, on demand, the amount of any and all reasonable expenses, including, without limitation, attorneys' fees, legal expenses, and brokers' fees, which Lender may incur in connection with exercise or enforcement of any the rights, remedies, or powers of the Lender hereunder or with respect to any or all of the Obligations.

10.2 **WAIVERS, AMENDMENTS, REMEDIES.** No course of dealing by the Lender and no failure by the Lender to exercise, or delay by the Lender in exercising, any right, remedy, or power hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, remedy, or power of the Lender. No amendment, modification, or waiver of any provision of this Guaranty and no consent to any departure by the Guarantor therefrom, shall, in any event, be effective unless contained in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The rights, remedies, and powers of the Lender, not only hereunder, but also under any instruments and agreements evidencing or securing the Obligations and under applicable law, are cumulative and may be exercised by the Lender from time to time in such order as the Lender may elect.

10.3 **NOTICES.** All notices, requests, consents, demands and other communications hereunder (each, a "**Notice**") shall be in writing and delivered to, in the case of Guarantor, the address, including email address, Lender has on file for the Guarantor, and in the case of Lender, at 1005 Douglas Pike, North Smithfield, RI 02917 or to such other address as may be designated by the receiving party in a Notice given in accordance with this section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier, facsimile, email or certified or registered mail (return receipt requested, postage prepaid).

10.4 **TERM; BINDING EFFECT.** This Guaranty shall (a) remain in full force and effect until payment and satisfaction in full of all of the Obligations; (b) be binding upon the Guarantor and its successors and permitted assigns; and (c) inure to the benefit of the Lender and its successors and assigns. This Guaranty shall terminate upon the Discharge of the Obligations. "**Discharge of the Obligations**" shall mean (and shall have occurred when) (a) all Obligations shall have been paid in full and all other obligations under the Agreement shall have been performed; (b) all loan commitments shall have been terminated or expired; and (c) the Agreement has been terminated or expired. It is expressly agreed that this Guaranty shall survive the death or disability of Guarantor and shall continue in effect.

10.5 **SATISFACTION OF OBLIGATIONS.** For all purposes of this Guaranty, the payment in full of the Obligations shall be conclusively deemed to have occurred when the Obligations shall have been indefeasibly paid.

10.6 **GOVERING LAW.** This Guaranty and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Guaranty and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Rhode Island.

10.7 **SUBMISSION TO JURISDICTION.** The Guarantor irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever, whether in law or equity, or whether in contract or tort or otherwise, against the Lender, in any way relating to this Guaranty or the transactions contemplated hereby, in any forum other than that provided in the Agreement respecting disputes arising out of the Agreement. Nothing herein or in the Agreement shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Guaranty against the Guarantor or its properties in the courts of any jurisdiction.

10.8 **WAIVER OF VENUE.** The Guarantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the venue of any such action or proceeding referred to in Section 10.7. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such venue.

10.9 **SERVICE OF PROCESS.** Each party hereto irrevocably consents to the service of process in the manner provided for notices in Section 10.3 hereof and agrees that nothing herein will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

10.10 **ARBITRATION AND JURY AND TRIAL WAIVER**. The provisions of the Agreement concerning Arbitration and Jury and Trial Waiver are hereby incorporated and explicitly referenced in their entirety as if such sections of the Agreement were set forth in full herein and the Guarantor agrees to the incorporation and inclusion of such sections as to any disputes that shall arise under this Guaranty under the terms and conditions set forth in the sections of the Agreement entitled "Arbitration Agreement."

THE REFERENCED PROVISIONS CONCERN YOUR WAIVER OF THE RIGHT TO A JURY TRIAL AND TRIAL BEFORE A JUDGE IN A PUBLIC COURT. FURTHER, ANY DISPUTE CONCERNING THE VALIDITY, ENFORCEABILITY, COVERAGE OR SCOPE OF THESE ARBITRATION TERMS SHALL BE RESOLVED IN A RHODE ISLAND STATE OR FEDERAL COURT OF LAW, AND THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SUCH A COURT FOR SUCH PURPOSE.

10.11 **SEVERABILITY**. If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

Schedule 3
SPENDTRACK® USER AGREEMENT

TERMS AND CONDITIONS. SpendTrack® may be used by the Company through your Program Administrator (you) to access certain Account and Card information and services. Your enrollment in, access to or use of SpendTrack® constitutes your agreement to be bound by all of the terms and conditions of this SpendTrack® User Agreement. If you do not agree to the terms and conditions of this SpendTrack® User Agreement, do not access this site, or any pages thereof.

FEES. There is no additional fee for accessing your Account information through SpendTrack®. Any other fees applicable in connection with your Account continue to apply, as described under the terms of your Agreement provided by Credit Union, or in connection with any specific offer for specific products or services. You agree that SpendTrack® is not responsible for any telephone or other online service provider charges incurred by accessing your Account through SpendTrack®. (Please note that fees may be assessed by your online service provider.)

ENROLLMENT AND SECURITY VERIFICATION. As part of your enrollment, your Program Administrator will use an email as his or her username, which, along with other information such as a password he or she creates, will provide access to your Account through SpendTrack®. For your protection, do not disclose your online username or password to anyone. Credit Union is specifically authorized to act on instructions received under your username without further verification. For security purposes, you should memorize and not write down your online username or password. **You are responsible for keeping your online username, password, other identifying information, account numbers and other account data confidential.** If you believe that your online username may have been lost or stolen, or that someone has transferred or may request a transfer to or from your account or may request a change in your information without your permission, notify immediately at 401-233-4700.

B-CHA-2026

BUSINESS CREDIT CARD ADDENDUM-

This addendum is incorporated into and becomes part of your Business Credit Card Agreement. Please keep this attached to your Business Credit Card Agreement.

Rates and Fees Table

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**Business Platinum Mastercard®** **0.00%** introductory APR for the first 12 billing cycles from date of account opening. After that, your APR will be **17.24%** to **27.24%** based on your creditworthiness. This APR will vary with the market based on the Prime Rate. * **Business Cash Back Mastercard®** **0.00%** introductory APR for the first 6 billing cycles from date of account opening. After that, your APR will be **18.24%** to **28.24%** based on your creditworthiness. This APR will vary with the market based on the Prime Rate. *
APR for Balance Transfers	**Business Platinum Mastercard®** **0.00%** introductory APR for the first 18 billing cycles from the date of account opening. After that, your APR will be **17.24%** to **27.24%** based on your creditworthiness. This APR will vary with the market based on the Prime Rate. * **Business Cash Back Mastercard®** **0.00%** introductory APR for the first 12 billing cycles from the date of account opening. After that, your APR will be **18.24%** to **28.24%** based on your creditworthiness. This APR will vary with the market based on the Prime Rate. *
APR for Cash Advances	**29.24%.** This APR will vary with the market based on the Prime Rate. *
Penalty APR and When it Applies	**None**

Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances, balance transfers, and convenience checks on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	**To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau** **at http://www.consumerfinance.gov/learnmore**
Fees	
Annual Fee	**None**
Transaction Fees • **Balance Transfer** • **Cash Advance** • **Foreign Transaction**	• Either **$10** or **5%** of the amount of each transfer, whichever is greater. • Cash Loans and ATM Loans: Either **$10** or **up to 5%** of the amount of each advance, whichever is greater. • Cash Equivalent Transactions: Either **$10** or **up to 5%** of the amount of each advance, whichever is greater. • Either **$1.50** or **3%** of the U.S. dollar amount of each transaction, whichever is greater.
Penalty Fees • **Late Payment** • **Returned Payment** • **Over-the-Credit Limit**	• Up to **$40** • **$35** • **None**

Set Up and Maintenance Fees	
SpendTrack	SpendTrack® enables businesses to easily manage their own business credit card program through a digital interface.
• **One Time – SpendTrack Card Management Setup Fee**	• **None**
• **Additional Employee Set Up for additional cards -self- service**	• **None**
• **Concierge Service Employee Set Up Fee by Navigant CU**	• 1-5 Employees: **$0** • 6-10 Employees: **$39** • 11-20 Employees: **$79** • 21-25 Employees: **$139** • 26-49 Employees: **$179** • >50 Employees: **$249**
• **Expense Management System Setup Fee**	• **None**
• **Concierge Service Expense Management Set Up Fee by Navigant CU**	• **$99**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)". See your Cardmember Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement.

Loss of Introductory APR: We may end your introductory APR if you make a late payment. Your APR will revert to the APR charged for Purchases.

How We Will Calculate Your Variable Rates:** Your variable rates may change when the Prime Rate changes. Your APR for Purchases and Balance Transfers may vary monthly and will be reset on the first day of each billing cycle by adding the index to a margin of **10.49 - 21.49** percentage points. The APR for Cash Advances may vary monthly and will be reset on the first day of each billing cycle by adding the index to a margin of **22.49** percentage points. The index is determined monthly, and it is the Prime Rate published in the northeastern edition of ***The Wall Street Journal in its Money Rates table on the tenth day of the preceding month rounded up to the nearest one-quarter of a percentage point. If the tenth day of the preceding month is not a business day, we will use the Prime Rate published on the preceding business day.

STATE LAW DISCLOSURES

Notice to New York Residents: Consumer reports may be requested in connection with the processing of your application and any resulting account. Upon your request, we will inform you of the names and addresses of any consumer reporting agencies that have provided us with such reports. New York residents may contact the New York State Department of Financial Services by telephone at (800)342-3736 or visit its website at http://www.dfs.ny.gov for free information on comparative credit card rates, fees and grace periods.

ADDITIONAL ACCOUNT FEES

The following fees may be assessed on your Account (these are considered “Account fees”). If any fee in your Rates and Fees Table is marked “None”, the section of this Agreement that relates to that fee does not apply. Unless we tell you otherwise, all fees are treated as fees and are not subject to interest.

CARD REPLACEMENT FEE

If we replace a stolen, lost or damaged Card, we will not charge a replacement fee. We will charge a fee of $30 for expedited delivery of the replacement Card. Additional fees may apply for international delivery of replacement Cards.

COPY FEE

We may charge your Account a copy fee of $5 for each page of photocopy of any sales slip or other record of your Account.

STOP PAYMENT FEE

We may charge your Account a stop payment fee of $29 when you request that we stop payment of a check you have requested (including balance transfer checks and other checks that access your Account). You may make a stop payment request by calling us or by writing to us. We will accept a stop payment request provided that we receive the stop payment notice on the same business day that the check was issued except to the extent otherwise required by applicable law. Stop payment requests will remain in effect for six (6) months unless renewed in writing or by calling us before the expiration of the 6-month period.

LATE PAYMENT FEE
We may charge your account a late payment fee if we do not receive your minimum payment by the payment due date. Your late payment fee is **$29** for the first occurrence and up to **$40** for additional occurrences during the next six (6) billing cycles. In no event will your late payment fee exceed the minimum payment.

ANNUAL MEMBERSHIP FEE
Please refer to your Rates and Fees Table to determine if an annual membership fee applies to your Account and, if applicable, the amount of the fee.

BALANCE TRANSFER TRANSACTION FEE, CASH ADVANCE TRANSACTION FEE, FOREIGN TRANSACTION FEE
Please refer to your Rates and Fees Table (or if relevant, a special offer) to determine the amount of this fee.