

## MOTIVE CARD PROGRAM AGREEMENT

**IMPORTANT: These Terms include resolution of disputes by arbitration instead of in court and class action waiver. PLEASE READ CAREFULLY.**

These Motive Card Program Terms and Conditions (these “Terms”) represent an agreement between each Business Account Owner and Bank that governs the Motive Card Program (each term as defined below).

**The Business Account Owner hereby acknowledges that nothing in these Terms establishes a customer relationship between Bank and any person besides the Business Account Owner, including, without limitation, the Business Administrator or any Authorized User. The Business Account Owner further acknowledges that Authorized Users are its agents and accepts sole responsibility for ensuring that Authorized Users comply with these Terms or any terms or conditions governing Card use established by Account Owner.**

### 1. DEFINITIONS.

“Access Information” means collectively a PIN, online user name, password, challenge questions, and any other security information used to access a Business Account or Card Account.

“Approved Merchants” means any merchant offering fuel related services, including automated fuel dispensers, affiliated service stations, convenience stores, or car washes, approved for purchases using the Card, pursuant to your separate Motive Spend Management Services Agreement.

“Authorized User” means any designated person authorized by the Business Administrator to use the Card on Business Account Owner’s behalf.

“Bank” means Sutton Bank, member Federal Deposit Insurance Corporation (“FDIC”).

“Business Account” means the records we maintain to account for the value for the funds available for associating with Cards issued at Business Account Owner’s or any Business Administrator’s request and includes all Card Accounts.

“Business Account Owner” or “You” or “Your” means the entity that has qualified for and established a Business Account and one or more Card Account(s) (*see* Section 6.2 - Qualifying for and Establishing a Business Account and Card Accounts).

“Business Administrator” means any designated person authorized by the Business Account Owner to administer the Business Account and associated Card Account(s) and/or act on Business Account Owner’s behalf in connection with these Terms, including without limitation designating Authorized Users, funding Card Accounts, and setting Card Account limitations (See Section 6.2 – Qualifying for and Establishing a Business Account and Card Accounts).

“Card” means the Mastercard®-branded Motive Card issued by Bank through which any Authorized Users can obtain funds in the Card Account. Card is a physical card with a 16-digit number. Each reference to “Card” also shall include all “Cards” provided to Authorized Users.

“Card Account” means a sub-account of the Business Account and that portion of the Business Account that the Business Administrator has given an Authorized User the ability to access pursuant to the procedures set forth in this Agreement.

“Motive” refers to Motive Technologies, Inc., a Delaware corporation that services the Program and hosts the Website, as part of its business of assisting Business Account Owner in managing corporate expenses, and its successors, affiliates or assignees.

“Motive Program” or “Program” means the program through which the Bank issues one or more Cards to Business Account Owner for use by Authorized Users to assist the Business Account Owner in managing corporate expenses.

“Motive Spend Management Services Agreement” means the separate agreement between the Business Account Owner and Motive pursuant to which the Business Owner receives Motive spend management services.

“Principal Owner” means (1) each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the Business Account Owner or (2) one individual with significant responsibility for managing the Business Account Owner listed above, such as an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer,

Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions.

“We,” “us,” and “our” mean Bank and its successors, affiliates, and assignees.

“Website” means: [www.gomotive.com](http://www.gomotive.com).

## **2. ACTIVATING THE CARD.**

No Authorized User may use a Card until the Business Administrator has activated that Card pursuant to these Terms.

## **3. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A BUSINESS ACCOUNT.**

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR THE BUSINESS ACCOUNT OWNER: WHEN THE BUSINESS ACCOUNT OWNER OPENS A BUSINESS ACCOUNT, WE WILL ASK FOR THE NAME, ADDRESS, EMPLOYER IDENTIFICATION NUMBER AND ORGANIZATIONAL DOCUMENTS OF THE BUSINESS ACCOUNT OWNER AND THE NAMES, ADDRESSES, DATES OF BIRTH, AND OTHER INFORMATION CONCERNING EACH PRINCIPAL OWNER THAT WILL ALLOW US TO IDENTIFY THE BUSINESS ACCOUNT OWNER AND ITS PRINCIPAL OWNERS. WE MAY ALSO ASK TO SEE A COPY OF EACH PRINCIPAL OWNER’S DRIVER’S LICENSES OR OTHER IDENTIFICATION DOCUMENTS.

## **4. BUSINESS DAYS.**

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

## **5. CONSENT TO USE ELECTRONIC SIGNATURES AND COMMUNICATIONS**

**5.1. Business Account Owner Consent.** To the extent permitted by applicable law, Business Account Owner consents to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to Business Account Owner and Authorized Users under these Terms and in connection with Business Account Owner’s relationship with us (collectively, “**Communications**”) that we may otherwise be required to send or provide Business Account Owner in paper form (e.g., by mail). By accepting and agreeing to these Terms electronically, Business Account Owner represents that: (1) Business Account Owner has read and understands this consent to use electronic signatures and to receive Communications electronically; (2) Business Account Owner satisfies the minimum hardware and software requirements specified below; and (3) Business Account Owner’s consent will remain in effect until Business Account Owner withdraws their consent as specified below.

**5.2. Business Account Owner’s Right to Withdraw Business Account Owner’s Consent.** Business Account Owner’s consent to receive Communications electronically will remain in effect until Business Account Owner withdraws it. Business Account Owner may withdraw their consent to receive further Communications electronically at any time by contacting us at [legal@gomotive.com](mailto:legal@gomotive.com). If Business Account Owner withdraws their consent to receive Communications electronically, we reserve the right to close the Business Account and all associated Card Accounts and return the remaining Business Account and Card Account balances as set forth in this Agreement (in which case Authorized Users will no longer be able to use a Card or participate in the Program, except as expressly provided in this Agreement) or charge Business Account Owner a fee for paper copies of Communications. Any withdrawal of Business Account Owner’s consent to receive Communications electronically will be effective only after we have a reasonable period of time to process Business Account Owner’s withdrawal. Please note that Business Account Owner’s withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to Business Account Owner before the withdrawal of Business Account Owner’s consent becomes effective.

**5.3. Business Account Owner Must Keep Contact Information Current With Us.** In order to ensure that we are able to provide Communications to Business Account Owner electronically, Business Account Owner must notify us of any change in their e-mail address by updating the Business Account Owner’s profile on the Website.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual.

**5.4. Copies of Communications.** Business Account Owner should print and save or electronically store a copy of all Communications that we send to Business Account Owner electronically. We reserve the right to assess a fee for any such paper copy.

**5.5. Hardware and Software Requirements.** In order to access and retain Communications provided to Business Account Owner electronically, Business Account Owner must have: (1) a valid email address; (2) a computer or other mobile device (such as tablet or smartphone) that operates on a platform like Windows or a Mac environment; (3) a connection to the internet such as Internet Explorer 11 (or higher), Mozilla Firefox 30, Safari 7, or Chrome 29; (4) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Reader version 7 or higher; (5) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form; (6) a computer or device and an operating system capable of supporting all of the above. “Current Version” means a version of the software that is currently being supported by its publisher and that accurately reads and displays PDF files.

**5.6. Changes.** We reserve the right, in our sole discretion, to communicate with Business Account Owner in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify Business Account Owner of any such termination or change by updating this Agreement on the Website or delivering notice of such termination or change electronically.

## **6. BUSINESS ACCOUNT TERMS.**

6.1 **Business Administrators.** By designating any individual as a “Business Administrator,” Business Account Owner acknowledges and agrees that the actions or omissions of any Business Administrator shall be taken on Business Account Owner’s behalf and Business Account Owner shall be fully responsible and liable for such actions or omissions as if they were the actions or omissions of Business Account Owner. Business Administrator’s obligations in these Terms shall be deemed to be obligations of Business Account Owner.

6.2 **Qualifying for and Establishing a Business Account and Card Accounts.**

6.2.1 Eligibility.

In order to establish and maintain a Business Account and one or more Card Accounts, a Business Account Owner must:

(i) Have previously entered into a Motive Spend Management Services Agreement, which agreement must remain in effect and not be terminated or expired;

(ii) Designate, via the Website, a Business Administrator to act on Business Account Owner’s behalf in connection with these Terms and authorize the Business Administrator to fund an Authorized User’s Card Account and otherwise administer the Business Account and associated Card Accounts;

(iii) Agree to these Terms, as may be amended from time to time as set forth on the Website in accordance with applicable law;

(iv) Provide us with the information requested to verify the identity of the Business Account Owner.

#### 6.2.2 Business Account Owner's Representation and Warranties.

a. By opening a Business Account, requesting, activating or using a Card or by retaining, using or authorizing the use of the Card, Business Account Owner represents and warrants to us that:

(ii) Business Account Owner has received a copy of these Terms and agrees to be bound by and to comply with them and understands that they are subject to change in accordance with applicable law;

(iii) Business Account Owner is duly organized, validly existing and in good standing under the laws of the state in the United States of its formation;

(iv) Business Account Owner is duly qualified and in good standing to do business in all jurisdictions where Business Account Owner conducts its business;

(v) Business Account Owner has all necessary organizational power and authority to establish the Business Account and each Card Account, enter into these Terms, and to perform all of the obligations to be performed by it under these Terms;

(vi) the personal and business information that Business Account Owner provides to us in connection with the Business Account is true, correct and complete;

(vii) the individual accepting and agreeing to these Terms for Business Account Owner has the requisite corporate authority to accept and agree to the Terms on the Business Account Owner's behalf;

(viii) the Business Administrator designated by Business Account Owner is a citizen or permanent resident of the United States (with valid U.S. tax ID number) and is at least 18 years of age (or older if residing in a state where the majority age is older);

(ix) Business Account Owner authorized the Business Administrator to authorize each Authorized User to accept and use the Card; and

(x) the Business Account will only be used for business purposes and not be used for personal, family or household purposes.

6.3 **Program Description.** The Business Account is an account made available to the Business Account Owner to facilitate the issuance of Cards that may be used by Authorized Users for commercial business purposes. Based on your separate Motive Spend Management Services Agreement, the Card may be used only at Approved Merchants, or at any merchant that accepts Mastercard debit cards. Each Card Account is a sub-account of the Business Account that will enable the Business Account Owner to track the balance of funds allocated to the Card linked to such Card Account. The Card allows Authorized Users to access funds allocated to the Card by the Business Administrator, subject to the limitations established by the Business Administrator. Neither the Business Account nor a Card Account constitutes a checking or savings account. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. Business Account Owner will not receive any interest on the funds in the Business Account or any Card Account. The Card will remain the property of the Bank and must be surrendered upon demand. The Card cannot be redeemed for cash. The Card is nontransferable and may be canceled or revoked at any time without prior notice except as required by law. The Bank may, in its sole discretion, limit the number of Cards that may be issued on behalf of the Business Account

Owner. The Business Administrator shall have full power and agrees to administer the Business Account and each Card Account only as described in this Agreement and as duly authorized by the Business Account Owner. The Business Administrator will be authorized to limit or restrict the activity on all Cards with or without the consent of any Authorized User. The Business Administrator will also be authorized to make changes to the Card Account with or without the consent of any Authorized User. The Business Account Owner is the owner of all funds in the Business Account and allocated to any Card Account at all times and each Authorized User agrees that the Card shall only be used as authorized by the Business Account Owner. Business Account Owner acknowledges and agrees that the value available in the Business Account and any Card Account is limited to the funds that have been added to the Business Account or allocated to any Card Account pursuant to these Terms.

- 6.4 Funding of the Business Account. Subject to the limitations set forth in this Agreement, Business Administrator may only add funds to the Business Account as described in this Section 6.4. Business Administrator may not add funds to the Business Account by sending personal checks, cashier's checks, or money orders to the Bank. The Bank will return all checks and money orders unless the Business Account has a negative balance, in which case the Bank may, in its sole discretion, apply the proceeds of the check or money order towards the negative balance of the Business Account. Business Administrator may add funds to the Business Account via wire or the Automated Clearinghouse Network.
- 6.5 Establishing Card Account Settings. Only funds in the Business Account may be allocated to a Card Account and accessed utilizing a Card. A Business Administrator may set certain limits ("Settings") for each Card and the allocated Card Account through the Website. Authorized Users will not be permitted to establish or modify the Settings. For example, a Business Administrator may establish Settings that limit the amount of funds that may be allocated to a Card Account, the amount of transactions that may be performed with a Card in a day or month. A Business Administrator may change the Settings from time to time via the Website without an Authorized User's consent. New Settings and changes to existing Settings will be effective only after we have a reasonable period of time to process the new settings or changes.
- 6.6 Cancellation and Suspension. In addition to and without limiting our rights under this Agreement, a Business Administrator may suspend or cancel a Card Account at any time by changing the Settings on the Website (See Section 6.5 above). Upon the suspension or cancellation of a Card Account, the Authorized User may no longer be able to use the Card Account or the associated Card.
- 6.7 Transaction Requirements. Transactions approved and processed with the Card may be used to purchase goods and services for business purposes only and not for personal, family or household purposes.
- 6.8 Authorized User Eligibility and Consents. Prior to distributing a Card to an Authorized User, Business Account Owner shall be responsible for ensuring that each Authorized User (i) is a United States citizen or permanent resident (with valid U.S. tax ID number) of at least 18 years of age (or older if residing in a state where the majority age is older); (ii) agrees to the terms of this Agreement; and (iii) provides or agrees that a Business Administrator may provide all requested information, such as the Authorized User's name, email address, and such other information as we may request from time to time (collectively, "User Information"). Business Account Owner represents and warrants that all information, including User Information, provided to us from time to time is truthful, accurate, current, and complete. Business Account Owner agrees to promptly notify us in writing of changes to any User Information. When a Business Administrator notifies us to revoke such permission, we will close the Card Account and Authorized User may no longer use the Card.
- 6.9 Revocation of Business Administrator Privileges. Business Account Owner must notify us via e-mail at [legal@gomotive.com](mailto:legal@gomotive.com) to revoke permission for any Business Administrator to administer the Business Account and Card Account(s). Any revocation of such permission will be effective only after we have a reasonable period of time to process Business Account Owner's withdrawal.
- 6.10 Revocation of Authorized User Privileges. A Business Administrator must modify the Settings on the Website or notify us via e-mail at [support@gomotive.com](mailto:support@gomotive.com) to revoke permission for an Authorized User to use the Card. Any

revocation of such permission will be effective only after we have a reasonable period of time to process Business Account Owner’s withdrawal.

6.11 Activating A Card. A Business Administrator or Authorized User must activate a Card before it can be used. A Business Administrator or Authorized User may activate a Card on the Website. In order to activate a physical Card you will need to provide certain User Information so we can verify your identity.

6.12 Fees. The table below sets out the fees that may be imposed on the Card. Motive will disclose any other Fees to you when opening your Business Account through its Website or in the separate Motive Spend Management Services Agreement. Except where agreed in writing executed between you and Motive, Motive may charge Fees upon thirty days’ notice to you and otherwise in accord with applicable law.

Fee	Amount	Details
ATM Withdrawal	\$10.00	\$10.00 per withdrawal.
ATM Balance Inquiry	\$10.00	\$10.00 per inquiry is our fee. You may also be charged a fee by the ATM operator.
ATM Transaction Denial Fee	\$10.00	<p>\$10.00 per ATM denial is our fee. You may also be charged a fee by the ATM operator.</p> <p>An ATM denial occurs when there are not sufficient available funds in your Card Account to perform your cash withdrawal request.</p>

6.13 Card and PIN Security. When selecting a PIN for physical Cards, a Business Administrator and Authorized Users should not use numbers or words that appear in their wallets (e.g., their date of birth, address, or social security number). Authorized Users must memorize their PINs and not share them with anyone. Do not write the PIN on a Card or keep it in the same location as the Card. Authorized Users should treat the Card with the same care as cash. Always protect the Card and keep it in a safe place. Do not send a Card or PIN number in an email or text message. Make sure Card and Access Information is secured with encryption when used to perform transactions over the internet or wireless networks.

6.14 Transactions in Foreign Currencies. If an Authorized User makes a purchase using your Card in a currency other than in U.S. dollars, the amount deducted from the available funds in the Card Account will be converted by Mastercard into U.S. dollars, plus any applicable currency conversion fees. The applicable exchange rate will be selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central

processing date, which may vary from the rate Mastercard itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different than the rate that was in effect on the date you performed the transaction.

- 6.15 Lost or Stolen Card, Compromised PIN or Unauthorized Access to Business Account. The Card is a commercial card and does not provide consumer protections for lost or stolen Cards or unauthorized transactions. Treat the Card like cash. **Until a Business Administrator or Authorized User reports a Card as lost or stolen or reports an unauthorized transaction on a Business Account or Card Account, Business Account Owner is fully responsible for all transactions, even if the Card is lost, stolen or used for unauthorized transactions.** Contact Customer Service IMMEDIATELY if a Business Administrator or Authorized User believes: (a) a Card has been lost or stolen, (b) someone has gained unauthorized access to any Access Information, or (c) someone has transferred or may transfer funds from the Business Account or a Card Account without a Business Administrator's or Authorized User's permission. Reporting a lost/stolen Card or unauthorized transactions by calling 1-855-434-3564, by logging into the Website, or emailing [support@gomotive.com](mailto:support@gomotive.com) to deactivate the card is the best way to minimize possible losses. Unless we have authorized a transaction after a Business Account or Card Account is blocked, Business Account Owner is responsible for all unauthorized transactions initiated and fees incurred from the unauthorized use of a Card. Failure to promptly notify us could result in the Business Account Owner losing ALL of the money in the Business Account and the associated Card Accounts.
- 6.16 Using A Card. Cards may not be used for Business payroll payments, and may only be used for purchases within United States and internationally, subject to restricted countries. With a PIN, a Card may be able to be used to obtain cash at automated teller machines ("ATMs") that display the Mastercard marks or at any point-of-sale device that bears the Mastercard marks as permitted by the merchant and subject to the available Card Account balance, the transaction limits described below, and the other terms and conditions of this Agreement and the Motive Spend Management Services Agreement. For security purposes we may, in our sole discretion, limit your use of the Card at ATMs. ATM limits include a maximum withdrawal of \$500 per transaction, \$500 per day per Card, and \$10,000 per month per Business Account. In addition, ATM owners and operators may impose additional limits and surcharges on ATM transactions.

An Authorized User may use a Card to make purchases at any merchant that accepts Mastercard debit cards or debit cards of other networks in which the Bank participates, subject to the available Card Account balance, the transaction limits and transaction restrictions outlined below, and the other terms and conditions of this Agreement. If Authorized User uses a Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if Authorized User used the Card itself. Each time Authorized User uses a Card, Business Account Owner authorizes us to reduce the value available in the Card Account by the amount of the transaction and any applicable fees. Authorized User is not allowed to exceed the amount of the available funds in the Business Account or allocated to his or her Card Account, whichever is less, through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the amount of available funds in the Business Account or allocated to an Authorized User's Card Account, Business Account Owner will be fully liable to us for the full amount of the transaction and any applicable fees. We may refuse to process a transaction, or temporarily "freeze" a Card Account and attempt to contact a Business Administrator if we notice transactions that are unusual or appear suspicious, or use of the Card that are not consistent with its intended use.

- 6.17 Merchant Holds on Available Funds. When Authorized User uses a Card or Card number to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in the Card Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to Business Account Owner or Authorized User for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven days for the hold to be removed. During that period, Business Account Owner and Authorized User will not have access to the funds subject to the hold. Please be advised that Authorized User may experience difficulties using a Card at unattended vending machines, kiosks, and gas station pumps. If a Card is declined at a "pay at the

pump” gas station even though Authorized User has sufficient funds available, Authorized User should pay for the purchase inside with the cashier.

6.18 Transaction Limits. The maximum amount that can be spent using the Card Account is limited to lower of: (a) the limits set by a Business Administrator and (b) limits set forth by the Bank. The Bank’s limits are: (1) maximum amount that can be spent using a Card Account is \$100,000 per transaction, \$100,000 per day and \$100,000 per month. In order to protect the Card Account, we may temporarily impose limits on the dollar amount, number, and type of transactions performed using a Card and the Card Account. To the extent permitted by applicable law, we reserve the right to: (a) change the transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions; and (c) limit, suspend, or block transfers from particular persons, entities, or Card Accounts.

6.19 Transaction Restrictions. Authorized User may not use a Card for online gambling or illegal transactions. We will not be responsible or liable for any illegal transactions attempted. A Business Administrator may restrict transactions (a) based on Merchant Category Code, (b) purchases originating outside of the United States, or (c) purchases made to sellers outside of the United States. We may refuse to process any transaction we believe violates the terms of this Agreement.

6.20 Responsibility for Authorized Transactions. Business Account Owner is responsible for all transactions initiated and fees incurred by use of a Card and Card Account. If a Business Administrator or an Authorized User permit another person to have access to a Card or Card number, we will treat this as if the Business Administrator has authorized such person to use the Card, and Business Account Owner will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Business Account Owner will further be responsible for any transactions made and any fees incurred by the Authorized User even if the Authorized User exceeds the scope of the authority granted to such Authorized User by Business Account Owner. Transactions will be considered unauthorized only after a Business Administrator notifies us that the person is no longer authorized to use the Card.

6.21 Card Account Balance. It is important to know the amount of available funds in the Card Account before performing a transaction with a Card. If there are not sufficient funds in the Card Account to cover the transaction amount, the transaction will be declined. If Authorized User does not have sufficient funds in the Card Account, Authorized User can request that the merchant charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Business Account Owner acknowledges and agrees that the funds available to perform transactions are limited to the available funds that have been added to the Card Account that are not subject to a hold. Authorized User is not authorized to use any funds added to the Card Account in error. Any transaction that could create a negative balance for the Business Account or a Card Account is not permitted, but may occur in limited circumstances. Adjustments may be made to the Card Account to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to the Card Account. These processing and adjustment entries could cause the Business Account or Card Account to have a negative balance. If a Business Account or Card Account has a negative balance, Business Account Owner agrees: (a) that the balance of Business Account can be adjusted to reflect that amount; (b) that we may automatically apply any subsequent deposits to the Business Account to satisfy the negative balance and (c) to pay us on demand by a personal check, money order, or other payment method authorized by us for the amount of the negative balance. If no future funds are added to the Card Account, we may send Business Account Owner a notice explaining the reason for the adjustment and requesting payment by a personal check, money order, or other payment method to satisfy the negative balance. Payments should be mailed to us at 55 Hawthorne Street, 4th Floor, San Francisco, CA 94105 or the address stated in the applicable notice.

6.22 Transaction History. A Business Administrator may obtain information about the available funds in the Business Account or a Card Account and a 60-day history of the Card Account transactions on the Website.



- 6.23 Account Alerts. If a Business Administrator and Authorized User provide email addresses to us, we will send the Business Administrator and Authorized User important notices via email about the Card Account. In addition, if a Business Administrator and Authorized User provide mobile phone number or other text message addresses to us, the Business Administrator and Authorized User expressly consent to receive text messages relating to the Card Account at that number or address. For the avoidance of doubt, Business Account Owner accepts sole and complete responsibility for obtaining all such consent(s) and agrees to notify us promptly of any changes in the applicable contact information. The Business Administrator and Authorized User may change the frequency of notifications at any time by updating their notification setting on the Website. Third-party data and message fees may apply.
- 6.24 Verified Mobile Device. In order for the Business Administrator to use Program services with a mobile device, the Business Administrator must provide a valid mobile device number or text message address on the Website and verify such number or text message address as instructed by us. To verify that mobile device number or text message address, we may send a code via text message to the mobile device number or text message address provided, and require the code to be entered as instructed by us. If the Business Administrator's mobile device number or text message address changes, the Business Administrator must promptly provide and verify the new mobile device number or text message address. For the avoidance of doubt, Business Account Owner accepts sole and complete responsibility for obtaining all such consent(s) and agrees to notify us promptly of any changes in the applicable contact information.
- 6.25 Receipts. Authorized User should get a receipt for each Card transaction. Business Account Owner agrees to retain, verify, and reconcile Card transactions and receipts.
- 6.26 Refunds and Disputes. Authorized User will not receive cash refunds for Card transactions. If a merchant gives Authorized User a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment, which we will credit to the available funds in the Card Account. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that Authorized User purchases with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.
- 6.27 Confidentiality. The privacy and security of non-public personal information is very important to us. We safeguard the information we receive regarding the employees and agents of our business customers in a manner consistent with how we safeguard customer information. Business Account Owner agrees that we may disclose information to third parties regarding the Business Administrator, any Authorized User, the Business Account, or Card transactions: (a) as necessary to effect, administer, or enforce the Card transaction requested; (b) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (c) as necessary to comply with government agency or court orders; or (d) as permitted and required by applicable law.
- 6.28 Replacement Cards. The expiration date of a Card is identified on the front of the Card. If there is a positive balance of funds in the Card Account upon expiration of a Card and the Card Account is in good standing, we may issue Authorized User a new Card. We may also issue Authorized User a new Card when the Card expires even if there are no funds in the Card Account. If Authorized User needs to replace a Card for any reason, please contact a Business Administrator, who should contact Customer Service. The Business Administrator will need to provide certain User Information so we can verify their identity.
- 6.29 Our Liability to Business Account Owner. If we do not complete a transfer of funds to or from a Card Account on time or in the correct amount according to these Terms, we may be liable to Business Account Owner for the losses or damages. However, there are some exceptions. We will not be liable if: (a) through no fault of ours, Authorized User does not have enough available funds in the Card Account to perform the transaction; (b) circumstances beyond our reasonable control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us; (c) the system, or point-of-sale terminal was not working properly and a Business Administrator or Authorized User knew about the problem when Authorized User initiated the

transaction; (d) the funds in the Card Account are subject to legal process or are otherwise not available for transactions; (e) the merchant refuses to accept a Card; (f) if access to a Card has been blocked after a Business Administrator or Authorized User reported a Card lost or stolen; (g) if we have reason to believe the transaction is unauthorized; or (h) the transaction cannot be completed because a Card is damaged.

- 6.30 Errors or Questions About the Business Account. E-mail Motive at [support@gomotive.com](mailto:support@gomotive.com) as soon as a Business Administrator can if the Business Administrator thinks an error has occurred involving the Business Account. We must hear from a Business Administrator no later than 60 days after the date the error occurred. When a Business Administrator sends notification of an error involving the Business Account, the Business Administrator will need to tell us: (a) the Business Administrator's name and Business Account number; (b) why the Business Administrator believes there is an error and the dollar amount involved; and (c) approximately when the error took place. We will review the information submitted in a commercially reasonable manner, but given that the Motive Card Program implements a commercial product, Business Account Owner is not entitled to and we are not obligated to follow the requirements or obligations of the Electronic Funds Transfer Act and Regulation E promulgated thereunder, which only apply to consumer accounts. If a Business Administrator needs more information about our error resolution process, contact Customer Service at the Website ([www.gomotive.com](http://www.gomotive.com)).
- 6.31 Errors or Questions About the Card Account Transactions. E-mail Motive at [support@gomotive.com](mailto:support@gomotive.com) or call Motive Support at 1-855-434-3564 as soon as a Business Administrator or Authorized User can if the Business Administrator or Authorized thinks an error has occurred involving the Card Account. We will review the information submitted in a commercially reasonable manner, but given that the Motive Card Program implements a commercial product, Business Account Owner is not entitled to and we are not obligated to follow the requirements or obligations of the Electronic Funds Transfer Act and Regulation E promulgated thereunder, which only apply to consumer transfers. If a Business Administrator or Authorized User needs more information about our error resolution process, contact Customer Service at Website ([www.gomotive.com](http://www.gomotive.com)).
- 6.32 Assignment. To the extent permitted by applicable law, we may assign these Terms without obtaining Business Account Owner's consent. None of Business Account Owner, Business Administrator, nor any Authorized User may assign or transfer a Card, Card Account, or these Terms without our prior written consent.
- 6.33 Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.
- 6.34 Amendment. We may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to Business Account Owner, a Business Administrator or Authorized User subject to applicable law. We reserve the right, subject to applicable law, to deliver to Business Account Owner any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement on the Website or delivering notice of changes to Business Account Owner electronically. By continuing to participate in the Program, Business Account Owner agrees to be bound by the updated Terms.
- 6.35 Entire Terms. These Terms constitutes the entire and sole agreement between Business Account Owner and us with respect to the Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Program.
- 6.36 Cancellation and Suspension. To the extent permitted by applicable law, we may cancel or suspend a Business Account, Card, Card Account, or this Agreement immediately, for any reason, and, except when required by applicable law, without notice to Business Account Owner, a Business Administrator or Authorized User. Business Account Owner may cancel a Card, Card Account, or this Agreement at any time by notifying Customer Service as provided below. Cancellation or suspension of this Agreement will not affect any of our rights or Business Account Owner's obligations arising under this Agreement prior to such cancellation or

suspension. In the event that a Card Account is cancelled, closed, or terminated for any reason, a Business Administrator may request the unused balance to be returned to the Business Account or to Business Account Owner via a check to the mailing address we have in our records.

6.37 English Language Controls. Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

6.38 Telephone Monitoring/Recording. You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law.

6.39 Website Availability. Although considerable effort is expended to make our website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

(xi) You agree to act responsibly with regard to our website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the website's systems and integrity.

(xii) We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

6.40 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

6.41 Indemnification. At our request, Business Account Owner agrees to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from Business Account Owner's violation of these Terms, applicable law, or any third-party rights or Business Account Owner's or its Business Administrator's Authorized Users' fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by Business Account Owner, in which event Business Account Owner will cooperate in asserting any available defenses.

6.42 NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE. From time to time, services related to the Program may be inoperative. When this happens, Business Administrators may be unable to access the Website and Authorized Users may be unable to use the Card or obtain information about the Card. Please notify us if a Business Administrator or Authorized User has any problems using the Card or the Website. Business Account Owner, Business Administrator and Authorized Users agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

6.43 LIMITATION OF LIABILITY. We shall have no liability to you if we are unable to complete a transaction for any reason beyond our control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Cards,

the Card Accounts, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Cards, the Card Accounts, any products or services purchased using Card Accounts, or this Agreement (as well as any related or prior agreement that Business Account Owner or Authorized Users may have had with us).

**6.44 NOTIFICATION OF CHANGES.** If Business Account Owner's U.S. mail or postal address, or email address or telephone number changes, Business Account Owner must notify us immediately. In addition, Business Account Owner agrees to notify us immediately if the Business Administrator's or any Authorized User's status with Business Account Owner has changed. Failure to do so may result in information regarding the Card, Business Account or Card Account being delivered to the wrong person or your transactions being declined. In such event, we shall not be responsible for any resulting misuse of funds available in the Business Account or Card Account. Business Account Owner must notify us immediately in the event of the insolvency, receivership, conservatorship, bankruptcy or reorganization of Business Account Owner or change in principal owners. Business Account Owner's Card(s), Business Account and Card Account may be terminated by us in the event a change of control, reorganization, restructuring, conversion, consolidation, division or merger of Business Account Owner.

**6.45 DISPUTE RESOLUTION BY BINDING ARBITRATION.** For any and all controversies, disputes, demands, claims, or causes of action between Business Account Owner and us (including the interpretation and scope of this Section 6.45 and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Cards, the Business Account, Card Accounts, or these Terms (as well as any related or prior agreement that Business Account Owner may have had with us), Business Account Owner and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration and the terms of this Section. The arbitration will take place in the federal judicial district located in the borough of Manhattan, New York, New York, or in the alternative, may be conducted telephonically at your request. As used in this Section, "we" and "us" mean Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, "we" and "us" include Motive, and any third party providing any product, service, or benefit in connection with the Cards, the Card Accounts, or these Terms (as well as any related or prior agreement that Business Account Owner may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures"). Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of Business Account Owner's principal place of business residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of Business Account Owner's principal place of business for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Business Account Owner agrees to the following in connection with any arbitration: (a) no class or similar group arbitration will be permitted; (b) the arbitration will be confidential, and neither Business Account Owner nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (c) subject to Section 6.43 (Limitation of Liability), the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (d) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

Business Account Owner understands and agrees that, by agreeing to these Terms:

- **YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;**
- **YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE BETWEEN YOU AND US; and**
- **YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY DISPUTE BETWEEN US.**

(xiii) This Section will survive termination of the Card Account or these Terms as well as any voluntary payment of any debt in full by Business Account Owner or bankruptcy by Business Account Owner, or any bankruptcy by us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein.

## 7 **IMPORTANT CONTACT INFORMATION**

7.1 **Contact Information for Customer Service.** A Business Administrator and Authorized Users may contact us by calling 1-855-434-3564 or by writing us at support@gomotive.com.

This cardholder agreement is effective November 20, 2023.

This card is issued by Sutton Bank, Member FDIC, pursuant to license to Mastercard International Incorporated.