

Initial Disclosure Statement

As used in this Application, the terms "we," "us," and "our" refer to GreenSky, LLC and it assigns ("GreenSky"), acting on behalf of and as the duly authorized administrator, program manager, servicer and agent for the lender, Midland States Bank and its successors and assigns ("Financial Institution") (GreenSky and Financial Institution in their respective capacities are collectively referred to herein as "Issuer"); "Company" refers to business specified in the Corporate Account Application ("Application"); "you" and "your" refer to both Company and the Authorized Signatory and, if applicable, each Authorized User and anyone else who uses the Account in any way. By submitting an Application, you request that we establish a Mac Credit Account ("Account"). Your Account will be administered in accordance with the Corporate Account Customer Agreement ("Agreement") that you will receive upon approval of your Account. You must use your Account in accordance with the Agreement. The Agreement states that it will be governed by applicable federal law and the law of the Financial Institution's home state. You authorize us to release information to, and respond to inquiries from others (including, without limitation, credit bureaus, a parent company, affiliates, merchants and other financial institutions) regarding the existence, status, use and history of your Account. Company specifically authorizes us to rely and act on the instructions of the Authorized Signatory and any other person designated by Company in writing. Company confirms that actions taken by the Authorized Signatory or Company designee will be binding on Company.

NOTICE TO AUTHORIZED SIGNATORY: The Authorized Signatory (for purposes of this paragraph "you") and Company are jointly and severally liable for repayment of the Account. You are required to personally guaranty Company's performance under the Agreement. If you are a resident of New York, we will inform you, upon request, whether or not a consumer report was requested, and if so, the name and address of the consumer reporting agency that furnished the report. You understand and agree that because your Account is for business or commercial purposes only, all information relating to you and/or your Account, (including, without limitation, account and application information, purchase and payment activity, and balance and status information) may be shared with Company or any Company designee. You should have no expectation that this information will remain private from Company.

ACCOUNT FOR BUSINESS OR COMMERCIAL PURPOSES ONLY: Your Account will be opened in the name of Company. Your Account is established only for the purpose of purchasing goods and/or services to be used for business or commercial purposes on behalf of Company. Company and the Authorizing Signatory agree not to permit anyone to use your Account to purchase goods and/or services to be used for personal, family or household purposes. In this regard, Company and the Authorized Signatory understand that their agreement not to use your Account for personal, family or household purposes means that important duties imposed upon us in certain consumer transactions, and important rights conferred to a consumer pursuant to applicable federal and state laws, will not apply to your Account. You understand that we will be unable to determine whether any given purchase conforms to this commercial use restriction, and you agree that a breach of this restriction will not affect our right to enforce your promise to pay for the credit extended on your Account, including related charges, or to use any legal remedy available to us even if that remedy would not have been available had your Account been established as a consumer credit account.

The Key Credit Terms as of 04/01/2020

The applicable APR for any segment of transactions will equal the Prime Rate of 3.25% (as of March 16, 2020, subject to change) plus a margin of 5.49% to 20.74%. The Prime Rate is the highest bank prime loan rate as published in *The Wall Street Journal* in its Money Rates section on the twenty-fifth (25th) day of the calendar month immediately preceding the first day of an Account's billing period. If not published on that date, the preceding business day may be used to calculate the Prime Rate.

The information about the costs of your Account described above is accurate as of 04/01/2020. This information may have changed after that date. To find out what may have changed, write us at Mac Credit Customer Service, PO Box 29429, Atlanta, GA 30359.

All terms and conditions are subject to change beginning 12 calendar months after your Account opens.

Ohio residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) For Purchases	8.74% to 23.99% based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	None
Paying Interest	We will not charge you any interest on purchases if you pay your entire balance by the due date on each billing statement.
Minimum Finance Charge	\$1
Fees	
Annual Fee	None
UCC Filing Fee (One Time)	Up to \$45
Transaction Fees	None
Penalty Fees	
• Late Payment	\$35
• Over-the-Limit	\$29
• Returned Payment	\$29
Other fees may apply for special account segments or special purchase offers.	

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

**MAC CREDIT
CORPORATE ACCOUNT CUSTOMER AGREEMENT**

This Corporate Account Customer Agreement (this "**Agreement**") is made and entered into by and between GreenSky, LLC and it assigns ("**GreenSky**"), acting on behalf of and as the duly authorized administrator, program manager, servicer and agent for Midland States Bank Inc. and its representatives, successors and assigns ("**Financial Institution**") (GreenSky and Financial Institution in their respective capacities are collectively referred to herein as "**Issuer**"), and the business specified in the Mac Credit Application (the "**Application**"), relating to the establishment of a revolving business credit account with Issuer pursuant to the terms and conditions set forth herein (the "**Account**").

1. Definitions. In this Agreement the words "you," "your" and "yours" refer to Company, Authorized Signatory and, if applicable, each Authorized User, and anyone else who uses the Account in any way. The words "we," "us" and "our" mean Issuer. The "Company" refers to the business specified on the Account, and must be a legal entity, such as a sole proprietorship, partnership, corporation or limited liability company, registered to do business in the United States. "Authorized Signatory" refers to the person or people authorized to sign the Application on behalf of Company. "Authorized User" refers to any person who is authorized to use the Account in any way. "Personal Guarantor" means any person who is guaranteeing payment for all transactions on the Account.

2. Promise to Pay. By signing the Application for this Agreement, or otherwise accepting this Agreement as set forth in Section 4 below, you acknowledge that we have established this Account for your business use and that we permit you to finance your purchases on this Account pursuant to the terms of this Agreement. If you elect to make purchases under this Account, you agree to pay for all purchases charged to your Account, plus periodic interest and interest charges (collectively, "Interest") and all other fees and charges as provided in the Disclosure Documents (as defined below).

3. Additional Documents. This Agreement consists of this Agreement, the Application, the Initial Disclosure Statement (collectively, the "Disclosure Documents"), any account disclosures provided and delivered to you prior to or at the time your Account was opened, as well as any subsequent notices of changes to these documents, and all documents that include your signature (including any recorded electronic or digital signature) whether on the Application, sales receipts or other evidence of indebtedness on your Account or otherwise, which shall constitute your signature on this Agreement.

4. Acceptance. By accepting, signing or using the Account established in connection with the Account, you agree to the terms of this Agreement.

5. Secured Account. You have granted the Financial Institution a security interest in all goods and equipment manufactured, distributed or sold by the Mac Tools product group of Stanley Black & Decker, Inc. or any of its affiliates that have or will be delivered, sold or otherwise supplied to you; including, without limitation, all accessions, additions, replacements and proceeds, including insurance proceeds (collectively the "Collateral"). You represent that the Collateral will be kept and maintained at the address shown in our billing records. You will not sell or dispose of any of the Collateral without our prior written consent. You acknowledge that we are authorized to file a UCC-1 Financing Statement and that our security interest is senior in priority to any competing interests or rights in or to the Collateral. This security interest does not apply to any other accounts that you may have with Financial Institution.

6. Nature of Account. Company represents that it is either a governmental, non-profit or commercial business enterprise. Company agrees that the Account is established to purchase goods and/or services to be used for business or commercial purposes only, and no purchases on the Account will be used for personal, family or household purposes. If Company uses, or allows someone else to use, the Account for any other purpose, then Company will be responsible for such use and may be required to reimburse us for all amounts we pay as a result of such use. We may cancel, revoke, repossess or restrict the use of Account at any time.

You may make purchases using your Account number only from participating merchants. We may establish different segments for your Account, such as a purchase segment and a special transfers segment, or offer special terms for certain qualifying transactions. Each segment or special offer may be subject to terms and conditions that are different than those that are applicable to other segments. If different terms or conditions will apply, we will tell you at the time we establish the new segment or offer you special transaction terms, which terms will become a part of this Agreement.

7. Authorized Signatory/Users. You represent that the Authorized Signatory holds a position in Company, such as an officer, director or owner, and is capable of legally binding Company. Unless otherwise stated in the Disclosure Documents, Company and the Authorized Signatory will be jointly and severally liable for all transactions made on the Account, notwithstanding any other guaranty that may have been made by a Personal Guarantor. Authorized Users (if applicable) will be liable for all transactions made by them with the Account, but Authorized Users are not financially responsible for any other transactions on the Account. In addition, you represent that each Authorized User is duly employed by Company. You will provide us with information identifying any persons authorized to use the Account (e.g., Authorized Users), including their name, address, date of birth and other identifying information we may request. You further represent and warrant that all information provided to us at any time in connection with the Account is true and correct. We will rely on this information in connection with the establishment and maintenance of the Account. Company and the Authorized Signatory each consent to our investigation of their credit history, and authorize us to obtain a credit bureau report in connection with our review of your Account and to obtain updated credit bureau reports on Company and personal credit reports on the Authorized Signatory from time to time. Company and the Authorized Signatory authorize us to release information to, and respond to inquiries from, others (including, without limitation, credit bureaus, a parent company, affiliates, merchants and other financial institutions) regarding the existence, information relating to, status, use and history of the Account. Company specifically authorizes us to rely and act on the instructions of the Authorized Signatory and any other person designated by Company in writing, and Company confirms that actions taken by the Authorized Signatory or Company's designee will be binding on Company.

8. Credit Limit. We will advise Company of the credit limit for the Account. The credit limit is subject to change. Either initially, or at any later time, we may establish different credit limits that apply to different segments of your Account (such as purchases and special transfers). Company will not allow its unpaid balance, including accrued but unpaid Interest, fees and other charges on the Account, to exceed its credit limit. If Company exceeds its credit limit, we may request immediate payment, suspend service and charge additional service fees, including, without limitation, an over-the-limit fee, as described in Disclosure Documents.

9. Billing Statement. Each month that you have a credit or debit balance of more than \$1 on your Account, we will send you a billing statement. The billing statement will contain all transactions billed to your Account during the billing period. The billing period is the time from one statement closing date through the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January. Your payment due date, in any month in which a payment is due, will be the same day each month. You agree that the billing statement will be deemed accurate if not disputed within 30 calendar days of mailing.

10. Payment. Payments must be made in U.S. dollars. Payments must be made by a check, money order or other negotiable instrument and must be in a form acceptable to us and be drawn on a U.S. financial institution. You will not make payments from funds obtained from the Account or any other credit account with us. We may allocate your minimum monthly payment due among the various segments of your Account, and to interest, fees, charges and principal due within each segment, in any way we determine. We will allocate payments and other credits and proceeds in excess of the minimum monthly payment first to the balance with the highest annual percentage rate ("APR") and then to other balances in descending order of their applicable APR.

If you mail payment to the address for payment stated on your billing statement, we will credit your Account as of the business day we receive it, provided: (1) you send the remittance coupon portion of your billing statement and your check in the provided remittance envelope, (2) your payment is received in our processing center by the time indicated in your billing statement, (3) your Account number is entered on the memo line of the instrument submitted for payment and (4) you send us good funds. Please allow for up to five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be posted as of the day we receive them. If we accept a payment at some place other than the mailing address in your billing statement, crediting of the payment may be delayed for up to five (5) days.

Our business days are Monday – Friday, excluding holidays. Credit availability may be delayed in our sole discretion to ensure payment in good funds.

We will not be bound by any restrictive legend or condition appearing on the face or reverse side of a payment check. We may accept late, postdated or partial payments without losing any of our rights under applicable law. (A postdated check is a check dated later than the day it was actually presented for payment.) We are under no obligation to hold a post dated check and we reserve the right to process every instrument presented as if dated the same date received by us or our check processor, unless you give us adequate notice and a reasonable opportunity to act on it. **You agree not to send us partial payments marked “paid in full,” “without recourse,” or with similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that (i) is postdated and accompanied by adequate notice, (ii) indicates that the payment constitutes “payment in full” of the amount owed, (iii) is tendered with other conditions or limitations or (iv) is otherwise tendered as full satisfaction of a disputed amount, must be marked for special handling and mailed or delivered to us at Mac Credit Dispute Resolution, P.O. Box 530584, Atlanta, GA 30353-0584.**

When you send us check(s) to make payment on your Account, you authorize us to make a one-time electronic transfer from your bank account for the amount of the check as indicated by numerical digits on the check. This authorization applies to all check(s) received by us during the billing period even if sent by someone else; who you agree is your agent and was provided with these disclosures in advance. This authorization is not restricted by the date on the check and includes resubmissions. If we cannot process the electronic transfer, you authorize us to make a charge against your bank account by processing the check, substitute check, draft or similar instrument.

You agree that we may adjust your Account as appropriate to correct errors, returned payments, rejected debits and similar matters.

We may, in our sole discretion, offer an expedited payment service. You are not required to use this service. When you authorize us to process a demand draft, a remotely created check, an electronic ACH debit or other expedited payment method for your Account, we may charge you an expedited payment fee in an amount disclosed to you at the time of the service. We are not responsible for any dishonor of the payment by your depository institution and may retain our fee in the event of such dishonor.

11. Required Minimum Monthly Payment; Weekly Payments Recommended. We will calculate your minimum monthly payment as follows: At the time of each purchase, Your Account's outstanding balance will be amortized at the APR applicable on your Account before the billing statement closing date. The number of monthly payments included in the amortization will be 65. Notwithstanding the foregoing, the minimum monthly payment will be no less than \$40. Your number of monthly payments will be reduced to a period of less than 65 months if the outstanding balance and APR applicable to your Account amortized over 65 months result in a payment of less than \$40.

If you have not made a purchase during a billing period and you have a balance on your Account, we will use the applicable APR and outstanding balance as of the last purchase on your Account to calculate your monthly minimum payment. The applicable APR as your last purchase will appear on your sales receipt.

Any minimum payment that is due will be stated in your monthly billing statement. You must pay at least the minimum payment due by the date stated in your billing statement. You may pay your Account's balance in full at any time without penalty. Interest will continue to be assessed during billing periods that you carry a balance on your Account regardless of whether or not your statement shows a minimum monthly payment due.

We recommend but do not require you to make weekly payments on your Account. You may make non-consecutive weekly payments in any denomination as long as the total amount of the minimum payment is paid each month. Issuer will not declare your Account in default or charge additional fees for a missed weekly payment, but Issuer may declare your Account in default and/or charge additional fees for failure to make partial payments totaling a full, timely monthly payment.

12. Interest. You will be assessed Interest as described in the Disclosure Documents.

13. Other Charges. You will never be assessed an individual fee greater than your minimum monthly payment. If you incur multiple fees during a billing period, then the total fees on your account may be greater than your minimum monthly payment.

(a) Late Payment Fee: If you do not pay the minimum monthly payment, as shown on your monthly billing statement, on or before the payment due date, you will pay a late payment fee as described in the Disclosure Documents. We will assess this fee only once during a single billing period.

(b) Fees for Documentary Evidence: If you request an additional copy of a charge slip, statement or other document, we may charge you a sum per page for research and copies.

(c) Over-the-Limit Fee: We may charge you an over-the-limit fee as described in the Disclosure Documents each time your Account's outstanding balance exceeds your Account's assigned credit limit. We may charge this fee even if the transaction which causes you to exceed your credit limit is authorized by us or if you exceed your credit limit because of the posting of interest or other fees assessed to your Account.

(d) Returned Payment Fee: We will charge you a returned payment fee as described in the Disclosure Documents each time your payment, whether by check or authorized in writing (e.g., auto pay), electronically or orally (e.g., pay-by-phone), is dishonored. We will charge you this fee the first time any payment is dishonored even if it is paid upon resubmission.

14. Automatic Payment Option. Our automatic payment service gives you three options to have your payment deducted from a designated checking or savings account every month. The automatic payment option is not available for weekly payments. With all three options (Minimum Payment, Outstanding Balance or Fixed Payment Amount), the payment amount and the date the payment will be deducted from your Account will be shown on your Account's monthly billing statement. Payments made by a monthly draft will not be in effect until your monthly billing statement reflects the payment draft date. If you have elected to utilize the automatic payment option, the payment draft date will be your minimum payment due date. Funds must be available in the designated checking/savings account on the specified payment draft date. We will attempt to draft only once. If funds are not available on your payment due date, your Account will become past due and you will receive a notice from us requesting payment. If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is incorrect. To stop the payment, written notice must be sent to Mac Credit Auto Pay, P.O. Box 29429, Atlanta, Georgia 30359, and must reach us at least three (3) business days before the automatic payment is scheduled to occur. To set up automatic payment or to change your payment option, you may contact us at 866-936-0601 or write us at Mac Credit Auto Pay, P.O. Box 29429, Atlanta, Georgia 30359, to request a form.

15. Liability for Unauthorized Use. You may be liable for the unauthorized use of the Account subject to Section 7 of this Agreement.

16. Limitation of liability. Issuer will not be liable to Company, Authorized Signatory or any Authorized User for any loss or damages sustained by Company, Authorized Signatory, any Authorized User or Personal Guarantor (if applicable) as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, acts of god, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, injunctions, labor strikes or any other cause that is not reasonably foreseeable and not within the reasonable control of Issuer. IN NO EVENT WILL ISSUER BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER ISSUER WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. ISSUER MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Liability for Acts of Company, Authorized Signatory, Authorized Users, Personal Guarantor, Employees and Agents. You agree to hold us harmless from any and all liability resulting from the acts of Company, Authorized Signatory, any Authorized User, Personal Guarantor (if applicable) or any employees or agents of Company, including, but not limited to negligent acts of such persons.

18. Default. In our sole discretion and to the extent not prohibited by applicable law, we may declare a default under this Agreement if: (a) you exceed any credit limit, (b) we do not receive the full amount of any minimum monthly payment on or before the date it is due or (c) any payment is dishonored or cannot be processed. In our sole discretion and to the extent not prohibited by applicable law, we may also declare a default under this Agreement if: (1) you violate any of the other terms of this Agreement, (2) we have declared you in default under the terms of any other agreement or document that includes your signature, (3) we determine that you made any false or misleading statements on your Application for, or regarding the use of, the Account, or otherwise attempted to defraud us, (4) bankruptcy or other insolvency or dissolution proceedings are instituted by you or against you or (5) you die or are declared legally incompetent or incapacitated. At any time following any default under this Agreement (or after we give you any notice or right to cure the default, if required by applicable law), you will be subject to paying interest and fees pursuant to the terms of this Agreement, including any applicable default rate, even after any judgment is obtained. In our sole discretion and to the extent not prohibited by applicable law, we may also: (i) limit or not allow you to make any new purchases or cash transactions on your Account, (ii) increase your minimum monthly payment with such notice as may be required by applicable law, (iii) subject to the limitations of applicable law, close your Account and demand immediate payment of the entire outstanding balance plus all other amounts owing under the terms of this Agreement or under any other document that includes your signature or (iv) enforce all of our rights and remedies in the Collateral, including, but not limited to, the right to obtain immediate possession of the Collateral by any means not prohibited by law.

To the extent not prohibited by applicable law, you agree to pay us all of our actual court costs, collection expenses and attorneys' fees that we incur in the collection of any amount you owe us under this Agreement.

19. Account Closure and Suspension of Credit Privileges. We may, at any time, without cause or advance notice, and regardless of the existence of a default under this Agreement, cancel the Account and/or temporarily or permanently suspend your credit privileges under this Agreement. Your obligation to make payments and your other obligations under this Agreement will continue in full force and effect after the Account is cancelled or your credit privileges are temporarily or permanently suspended. Cancellation of the Account and/or temporary or permanent suspension of your credit privileges will not affect our security interest in the Collateral.

You may close your Account to further transactions by calling the number on your billing statement, canceling all preauthorized billing arrangements and ceasing to use the Account. Your Account will not be permanently closed until you pay all amounts owed under this Agreement, including, without limitation, any purchase transactions you have authorized and all interest and any other fees charged on your Account. You are responsible for these amounts whether they have been incurred by the time of your request to close the Account or they are incurred subsequent to your request to close the Account.

20. Credit Reports and Account Information. This Section will apply to Company, Authorized Signatory and Personal Guarantor (if applicable), unless otherwise stated in the Disclosure Documents. The credit of Company and the personal credit of Authorized Signatory and Personal Guarantor (if applicable) may be used in making credit decisions. You authorize us to investigate the credit worthiness of Company by obtaining credit reports and making other inquiries as we deem appropriate. If so required, Authorized Signatory and/or Personal Guarantor (if applicable) authorize us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries to businesses where his/her accounts are maintained. We may report the liability of Company, Authorized Signatory and Personal Guarantor (if applicable), and the status of the Account, to credit bureaus and others who may lawfully receive such information.

If you believe that we have reported inaccurate information about you to a credit bureau, please contact us at Mac Credit Customer Service, P.O. Box 29429, Atlanta, Georgia 30359. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please send a copy of that report to us. You are hereby notified that a negative credit report on the credit record of Company, Authorized Signatory and/or Personal Guarantor (if applicable) may be submitted to a credit reporting agency if you fail to fulfill the terms of this Agreement.

21. Personal Guarantor. If required, the Personal Guarantor agrees unconditionally, absolutely and irrevocably to personally guaranty payment of all transactions on the Account and agrees to pay the total balance due on the Account upon demand, in the event of a default as defined in this Agreement. Personal Guarantor waives any notices regarding this Agreement or this personal guaranty. Personal Guarantor agrees that the Issuer may report Personal Guarantor's liability for and the status of the Account to credit bureaus and others who may lawfully receive such information. Personal Guarantor must send the Issuer written notification to request release from this personal guaranty. No release of this guaranty will be effective until thirty (30) calendar days after acceptance by Issuer and any such acceptance will not affect, in any respect, Personal Guarantor's liability for any and all indebtedness arising or resulting from the Agreement incurred prior to the effective date of release.

22. Gambling/Lawful Purposes. Your Account may only be used for valid and lawful purposes. You agree not to use the Account in connection with any Internet or illegal gambling transactions, but any Internet or illegal gambling transactions in which you use the Corporate Account will nevertheless be subject to repayment pursuant to this Agreement. If you use, or allow someone else to use, the Account for any unlawful or impermissible purpose, you will be responsible for such use and may be required to reimburse us, as applicable, for all amounts or expenses that we pay as a result of such unlawful or impermissible use.

23. Your Billing Address. You agree to give us notice in writing of any change in your billing address at least ten (10) business days before the change is effective. You agree that all notices regarding the Account may be sent solely to Company's address as shown on our billing records or provided by Authorized Signatory.

24. Company Structure. You agree to give us notice in writing of any change in Company's ownership structure or billing information, such as any change to Company's name or officers, if applicable, at least ten (10) business days before the change is effective.

25. Notice. Unless otherwise indicated in this Agreement, all notices required by this Agreement may be sent to Mac Credit Customer Service, P.O. Box 29429, Atlanta, Georgia 30359.

26. Termination of Authorized User. If you no longer employ an individual designated as an Authorized User, you must send us written notice in order to end the Authorized User's access to the Account. If you do not send us written notice, then you are liable for any and all transactions made with the Account even if the Authorized User is no longer employed.

27. Assignment. We may sell, assign or transfer all or any portion of your Account, any balances due under your Account, or any interest or rights in the Collateral without prior notice to you. Any such assignee will take our place under this Agreement. You must pay such assignee and otherwise perform all of your obligations under this Agreement. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement. Subject to the preceding sentence, this Agreement will be binding and inure to the benefit of your and our respective successors, assigns and representatives.

28. Amendment of this Agreement. We may amend this Agreement or our billing records at any time. We will send advance written notice of these changes to your latest address in our billing records at least thirty (30) calendar days prior to the beginning date of the billing period in which any changes becomes effective.

29. Applicable Rules and Law.

(a) **Rules:** The Account will be governed by the applicable rules of MasterCard International.

(b) **Law:** This Agreement and your Account are governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the Financial Institution's home state (without regard to internal principles of conflicts of law). The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. WE MAKE THE DECISION TO GRANT CREDIT, OPEN AN ACCOUNT AND PROVIDE YOU WITH A CORPORATE ACCOUNT FROM OUR OFFICES IN OUR (FINANCIAL INSTITUTION'S) HOME STATE.

30. No Waiver by Us. We reserve the right, in our sole discretion, not to impose part or all of any fee or other amount arising under this Agreement or not to exercise any of our rights under this Agreement. If we do so, we will not waive our right to impose such fee or other amount or exercise such right in the future. Without limiting the foregoing and except as

prohibited by law, we may, at our option: (a) agree to extend the due date of any payment due under this Agreement for any length of time, (b) release any security interest we have in connection with this Agreement and/or (c) release any other person liable under this Agreement, without notifying you or Personal Guarantor (if applicable) and without releasing you or Personal Guarantor from your obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement. You and Personal Guarantor understand and agree that your obligation and Personal Guarantor's obligation under this Agreement and any related guaranty are absolute and unconditional.

31. Severability. If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule or regulation, all other provisions of this Agreement will be valid and enforceable and the court is instructed to reform this Agreement to reflect the original terms and intent to the greatest extent possible.

32. Communications. We may contact you for any lawful reason, including for the collection of amounts owed to us and for the offering of products or services. No such contact will be deemed unsolicited. To the greatest extent not prohibited by applicable law, we may: (i) contact you at any address or telephone number (including wireless cellular telephone or ported landline telephone number) that you may provide to us from time to time; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology to reach you; (iii) use automatic dialing and announcing devices which may play recorded messages and (iv) send text messages to your telephone. You may contact us at any time to ask that we not contact you using any one or more of these methods or technologies. We may monitor or record all calls we make to or receive from you.

33. Entire Agreement. This Agreement constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account.

34. Company Signature: *In lieu of physical signature, see electronic record(s) which evidence authorized Company signature incorporated here by reference (Paragraph 3 above).*

