



FROST BANK COMMERCIAL CARD CARDHOLDER AGREEMENT

This agreement ("Agreement") is for Commercial Credit Card accounts, Virtual Commercial Card accounts and all account numbers (collectively, the "Account" or "Accounts") which have been opened for a business entity ("Company") by FROST BANK, a Texas state bank, and for which physical Commercial Card(s) or Virtual Commercial Card(s) have been issued to persons designated by Company with the expressed or implied permission of the Company (each such individual a "Cardholder"). "We", "us" and "our" mean Frost Bank, our successors and assigns. "You" and "your" means the Cardholder, and any person using the Account and/or related card(s) or numbers with the express or implied permission of any Cardholder or the Company. You agree to be bound by the terms of this Agreement. The Company is responsible for the entire Account balance, including any and all purchases and transactions conducted by you. Your liability is to the Company as is set forth in your terms of employment or any other agreement, terms or policies and procedures between you and the Company.

PURPOSE

The intended purpose of the Account is for commercial or business related expenses incurred by representatives of the Company. You and the Company agree not to use the Account for payroll purposes (including, but not limited to, salary payments, bonus payments or any other form of compensation).

ACCOUNT DESCRIPTION

Subject to the terms of this Agreement, the Account may be used to make purchases which at any time do not exceed the respective Account credit limit. Should purchases ever exceed the Account credit limit, we reserve the right to terminate this Agreement and demand the return of the physical cards, deactivate the virtual cards and Account numbers, and demand immediate payment of all amounts due on the line of credit and all of the Accounts. We can increase the Account's credit limit at any time without notice, or decrease the Account's credit limit upon 30 days' prior written notice to the Company. We reserve the right to decrease the Account's credit limit immediately and without notice if there is a material change in the Company's credit and/or risk analysis criteria.

PROMISE TO PAY

The Company promises to pay for all Account fees and charges made through use of the Account as provided herein. However, in the event that you are individually billed for transactions you conduct, then you promise to pay for all Account fees and charges made through the use of the Account as provided herein. In addition, the Company promises to pay all other amounts owing to us due to use of the Account by any person using the Account with the Company or your expressed or implied permission or whom such person authorizes to use the Account.

TERMINATING AUTHORITY

To end the authority of any person using the Account with the Company or your expressed or implied permission, you must notify the Company and the Company must notify us in writing and return any such card or request that we deactivate any virtual card such person may have.

DECLINED TRANSACTIONS

We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of the Company's creditworthiness. This may occur even if the Account is not in default. We are not responsible for any losses arising from our decision to not authorize a charge, and we are not responsible if any merchant refuses to accept the card or virtual card.

CANCELLATION

We may cancel the Account, refuse to allow further charges, revoke any card or deactivate any virtual card at any time (whether or not the Company is in default of any part of this Agreement), including without limitation, when our arrangement with the Company for which this Account is issued terminates. Cancellation of the Account will not affect the Company or your liability to us for credit we have extended to the Company including amounts not yet billed to the Account.

ENTIRE BALANCE DUE

If the Company fails to make a required payment when due on its Account or breaches any other promise in this Agreement or in the Frost Bank Commercial Card Credit Agreement, we may declare the entire balance of all

Accounts due and payable all at once without notice or demand (subject to any applicable law regarding notice or right to cure). We may also do this if the Company makes any false or misleading statement on its application, if you die or file bankruptcy, if our arrangement with the Company for which this card or virtual card is issued terminates, if there is an event that causes the prospect of payment to be impaired or the Company fails to make any payment owing to us on any other indebtedness. We may also require the Company, for any reason, to pay at once the entire balance it owes on all Accounts even if none of the foregoing has occurred.

GOVERNING LAW; VENUE; DISPUTE RESOLUTION; ARBITRATION; STATUTE OF LIMITATIONS

All disputes arising from or related to this Agreement or your use of the Account shall be governed by the substantive laws of the State of Texas (without regard to its conflict of laws principles). Frost Bank is located in San Antonio, Texas, and that is where the Account was opened and is maintained. Governing Texas law may be supplemented as necessary by federal law. In the event of a dispute involving this Agreement, you and the Company irrevocably agree that venue for such dispute shall lie in any court of competent jurisdiction in Bexar County, Texas. Issues regarding dispute resolution, arbitration and statute of limitations shall be governed by those provisions of the Frost Bank Deposit Account Agreement and Other Disclosures that the Company has entered into.

INTERPRETATION

The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

ELECTRONIC RECORDS DISCLOSURE

In order to obtain a physical or virtual card or to access an Account, you agree to the electronic delivery of legal disclosures, agreements, instructions, communications, online statements and other notices related to this Agreement. If at some point in the future you no longer want to receive the legal disclosures, agreements, instructions, communications and online statements electronically, then you understand that you may withdraw your consent for electronic delivery of such items, and that you will not be charged any fee for withdrawing your consent, but that doing so will not affect the legal effectiveness, validity or enforceability of electronic disclosures or records that were made available to you prior to the implementation of your withdrawal of consent for electronic delivery. You also understand that you have the right to request that we provide to you any record that was provided electronically, or any other record, in paper or non-electronic form, although you are aware that charges and fees for such non-electronic copies may be charged in accordance with our current fee schedule. To withdraw consent for electronic delivery or to request a paper or non-electronic copy of any record or document, you must either: (i) write to us at Frost Bank, P.O. Box 1375, Attn: Commercial Card Services, San Antonio, Texas 78295-9903; (ii) use a method that may be made available to you on our website (www.frostbank.com); or (iii) call us at 1-833-454-8129. To receive an electronic copy of all required disclosures regarding this Agreement, you must comply with the system requirements as set forth in this Agreement or any additional documentation provided by us to you relating to this Agreement. To retain a copy of such materials, your system must have the ability to either download (e.g., to your hard disk drive, diskette, CD-ROM or other storage device) or print portable document format ("PDF") or HTML files. You must have a functioning printer connected to a personal computer or other access device, which is able to print the related legal disclosures, agreements, instructions, communications and online statements on plain white 8 1/2 x 11 inch paper. By agreeing hereto, you represent and warrant that: (i) you have read, understood and agreed to this Electronic Records Disclosure; and (ii) the devices that you will use to receive the legal disclosures, agreements, instructions, communications and online statements meet the system requirements to access information and to retain information as stated in this Agreement.

PERMISSION TO CONTACT

You agree, in order for us to service the Account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your Account, including cell/wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any telephone number or email address you provide to us. You consent and acknowledge that methods of contact may include using pre-recorded/artificial voice message(s) and/or use of an automatic dialing device. You further consent and agree that our personnel may listen to and/or record phone calls between you and our representatives without additional notice to you, including but not limited to calls we make to service your account or collect debt(s).

MISCELLANEOUS PROVISIONS

You also agree that:

- We may refuse to extend credit to you or anyone using the Account or card(s).
- We will not be liable or responsible for anyone's refusal to honor the Account or card(s).
- Since the physical or virtual card is being issued to you on these terms based upon your affiliation with the Company for which the Account is issued, you agree that we may provide information to your employer relating to your card(s), including without limitation, balance, usage and payment history from time to time without your consent.
- Physical cards, virtual cards and Account numbers are our property.
- Visa may change the benefits offered (e.g., travel and emergency assistance) at any time without further notice to you.
- Charges to the Account made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by VISA International. Visa conversion will be at a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay the converted amount, plus a 1% international service fee. The international service fee applies to all transactions in non-U.S. countries, and includes transactions made in U.S. Dollars.
- You agree to notify us immediately if your address changes.
- You agree that you will not use your card(s) for any purpose that has been deemed illegal. We reserve the right to deny authorization requests from online gambling merchants, whether or not online gambling is illegal in the state in which you reside.

NOTIFICATION TO US IN CASE OF ERRORS OR QUESTIONS ABOUT A BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, you must inform the Company and then the Company must write to us.

You should provide to the Company, so that the Company can provide us, the following information:

- Your name and card and/or Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if possible, why you believe there is an error. If you need more information, you should describe the item you are not sure about.

If you do not receive an individual bill for your card, and the Company on whose behalf the Account is issued pays the card bills from its bank account, you must contact the Company in order for the Company to stop the payment on any amount you or the Company thinks is wrong.

LIABILITY FOR UNAUTHORIZED USE

You may be liable to the Company, and the Company may be liable to us, for the unauthorized use by another person of the Account or your card(s). With limited exceptions, the Company will not be liable for unauthorized use by another person that occurs after the Company notifies Frost Bank, therefore you should notify the Company as soon as possible if you believe your physical or virtual card has been use by an unauthorized person, that way the Company can notify us promptly.

If you have any questions regarding this Agreement, please contact the Company.