

APPROVED
IN SESSION

AUG 08 2023

PASCO COUNTY
BCC

MASTER COMMERCIAL CARD AGREEMENT

Version 24

This Master Commercial Card Agreement, which comprises the Master Terms together with any exhibits and Local Schedules attached thereto, as amended, supplemented or replaced from time to time (the "Master Agreement"), is made and entered into as of Aug 8, 2023 (the "Effective Date") and sets forth the terms and conditions under which JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") shall provide commercial card services to Pasco County, a political subdivision of the state of Florida, by and through its Board of County Commissioners ("Client") who executes this Master Agreement. Client and Bank may be referred to in this Master Agreement individually as "Party" and collectively as the "Parties". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Client and Bank hereby agree as follows:

MASTER TERMS

1. Definitions

Each capitalized term used in this Master Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

Account means each account established in the name of Client pursuant to this Master Agreement.

Affiliate means i) a Pasco County, FL Constitutional Office; or ii) an entity controlling, controlled by, or under common control with, directly or indirectly, a Party to this Master Agreement. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Applicable Law means all federal, state, county and other local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by the United States government and/or State of Florida government, any authority, department or agency thereof, or any regulatory or self-regulatory organization that apply to a Party's obligations under the Master Agreement.

Business Day means a day on which Bank is open for business as identified in the applicable Local Schedule, see attached Exhibit B.

Card means a Network-branded card that is issued to Cardholders by Bank upon the request of Client and approval by Bank, and includes any plastic card bearing a card number and accounts and card numbers with no associated plastic card, which includes Virtual Card Accounts.

Card Request means a written or electronic transmittal from Client, requesting Bank to issue a Card(s).

Cardholder means: (A) an individual in whose name a Card is issued upon proper request by Client, and (B) any person or entity authorized by Client or named Cardholder by Client to use a Card.

Cardholder Agreement means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder Agreement, as may be modified from time to time after notification to the client, attached hereto as Exhibit D.

Cardholder Credit Limit means the maximum spending limit established in relation to a Cardholder.

Corporate Liability means, to the extent provided by Applicable Law and without waiving any immunities as provided by law, Client is solely liable for the Transactions, subject to the Master Agreement and any Cardholder Agreement.

Credit Card Network or Network means either MasterCard International, Inc. or Visa U.S.A., Inc., as applicable. The Guide to Visa U.S.A. benefits are attached hereto as Exhibit C.

Credit Limit means the maximum spending limit established for Client in connection with the Program.

Cycle means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

Fraudulent Transactions means transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied or apparent authority for such use, and which Cardholder or Client receives no direct or indirect benefit.

Joint and Several Liability means, to the extent provided by Applicable Law and without waiving any immunities provided for under the law, Client and Cardholder are jointly and severally liable for the Transactions, subject to the Master Agreement, and the Cardholder Agreement.

Local Schedule means a schedule to this Master Agreement which sets forth the terms and conditions applicable to the commercial card Programs provided to Client in a particular geographic region or country. See Exhibit B

Marks means the name, trade name, and all registered or unregistered service marks of Client, the Network and Bank.

Program means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Master Agreement.

Systems means the systems through which Client can access Account and Transaction data and reports.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under the Master Agreement.

Transaction means a purchase, a cash advance, fees, charges or any other activity charged to an Account in respect of a Card.

Virtual Card Account or Single-Use Account means a one-time virtual card number generated for a single transaction.

2. Certain Bank Services

- A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall establish Accounts in the name of Client and, where applicable, issue Cards to employees and authorized representatives of Client who are approved by Bank and are designated and authorized by Client to incur legitimate business expenses on Client's behalf. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.
- B. Extension of Program. Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend the Program to Client's Constitutional Offices. Client is responsible as principal obligor for all obligations under the Master Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its Constitutional Offices and their respective Cardholders and **waives** any defenses or offsets available to such Constitutional Offices). Client shall cause each of its Constitutional Offices and their respective Cardholders to comply with the Master Agreement.
- C. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or Client's Constitutional Offices or any Card to an employee or authorized representative of Client or Client's Constitutional Offices or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**").
- D. Receipt Image Services. For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order to make Receipt Images available through the System, Client shall first attach to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Images will be made available online through the System for a maximum of thirty-six (36) months ("**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

3. Obligations of Client

In connection with the Program, Client shall:

- A. Submit Card Requests in the form and via the method required by Bank, which is pursuant to the application and subject to change from time to time upon notice to the client. Client shall not give, nor cause or permit to be given, any Card to a Cardholder before the Cardholder application process defined by Bank is completed.
- B. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for Client's business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of Bank suspending a Card or refusing to issue any further Cards, closing an Account, or ending the Cardholder Agreement; (iv) of revisions to any guide to the use of Cards (if applicable); and (v) of the extent, if any, to which Bank will provide Transaction and Account information to third Parties at Client's request.
- C. Use commercially reasonable efforts: (i) to safeguard Accounts using reasonable security procedures; (ii) where applicable, to maintain a process ensuring timely and accurate reimbursement of all Transactions to its Cardholders; (iii) not to exceed the Credit Limit; (iv) to collect and destroy any Cards which are no longer required; and (v) to the extent that Cardholder Agreements and Cardholder documentation are provided, cause Cardholders to comply with the Cardholder Agreements and Cardholder documentation.

- D. If not previously provided to the actual and prospective Cardholder by Bank, provide to each actual and prospective Cardholder, in accordance with Bank's instructions, Cardholder documentation supplied by Bank, as may be provided to Client from time to time upon notice to the client.
- E. Immediately notify Bank: (i) of any Card or any Account which is no longer required; and (ii) by phone of any Card that Client knows, or suspects has been lost, stolen, misappropriated, improperly used or compromised. In connection with Client's notifications obligations described herein and notwithstanding anything to the contrary contained in this Master Agreement:
- i. Liability for Fraudulent Transactions Following Notification. Client shall not be liable for any Fraudulent Transactions made on a Card under any Account after the effective time of such notification to Bank of such Fraudulent Transaction.
 - ii. Liability for Fraudulent Transactions Prior to Notification. Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions made on a Card under any Account prior to the effective time of such notification to Bank of such Fraudulent Transactions.
 - iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that, subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate its Program in accordance with the following fraud reduction requirements:
 - a. Client must block required high risk merchant category codes ("MCCs") identified by Bank and presented to Client, attached hereto as Exhibit E, and
 - b. Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Account and Transaction data; and
 - c. Client must comply with all other requirements as Bank may reasonably require from time to time and provided to Client in writing and with a reasonable amount of time to comply.
- If Client fails to comply with its obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (1) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from Client's rebate.
- F. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client, and in any event within sixty (60) calendar days of the last day of the Cycle. Should the sixty day fall on a date that is not a Business Day as set forth in the Local Schedules, Attached as Exhibit B, Client shall have until the next available Business Day to notify the Bank. Notification shall be in writing via U.S. Mail or via electronic mail to the Bank. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client or, subject to any Cardholder Agreement and in the case of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Bank shall not be liable to Client where notice is received after such sixty (60) calendar day period unless specified in the Local Schedule, attached as Exhibit B. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- G. Provide any required notification as set forth in this Master Agreement or obtain authorization under applicable privacy or data protection legislation.
- H. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Card holder or Client or the identity or financial condition of Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- I. Make payments for all Transactions posted to Accounts, except for Fraudulent Transactions, subject to Section 3.E., no later than the payment date (the "Payment Date"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement. Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees as set out in Exhibit A to the Master Agreement. If collection is initiated by Bank, Client shall be liable for payment of Bank's reasonable attorneys' fees and other costs and expenses of collection.
- J. In the case of Corporate Liability Programs, to the extent provided by law and without waiving any immunities, be solely liable for all Transactions and Client's obligations shall be enforceable regardless of the validity or enforceability of a Cardholder's obligations. In the case of any Joint and Several Liability Account, Client shall pay Bank, within ten (10) calendar days of written notice, for any Transactions not paid by a Card holder within one hundred and twenty (120) calendar days of the first billing in respect of the relevant Transaction.

- K Unless otherwise provided to Bank, provide Bank with such financial statements and other related information annually, or as otherwise requested by Bank in form and in such detail as Bank may reasonably request.
- L Use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards and whom Client authorizes to use the Cards are not identified on a prohibited government sanctions list, or otherwise subject to a sanctions program applicable to Client.

4. Credit Limits and Certain Bank Rights

- A. Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. The establishment of a limit does not prevent such limit from being exceeded and, subject to the Master Agreement, Client is responsible for all amounts including such amounts that exceed a limit.
- B. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account; or issue any Card or (vi) require MCC authorization restrictions in connection with a Program; (vii) apply or offset any credit balance hereunder to the payment when due of any amount owing under this Master Agreement; (viii) offset any obligation of Client to Bank under this Master Agreement or otherwise against any obligation Bank owes to Client.

5. System Access

- A. Client shall adhere to all applicable license agreements, security procedures, and terms and conditions regarding the System, which are viewable upon logging into the System as a link under 'PaymentNet Terms and Conditions', 'Privacy Policy' and 'Security Best Practices' at www.PaymentNet@JPMorgan.com.
- B. Client agrees that any access, Transaction, or business conducted on the System is presumed by Bank to have been in Client's name for Client's benefit, unless otherwise notified by the Client of unauthorized use.
- C. Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank from the Client via the System. Bank may rely and act upon all Client instructions and messages issued with valid credentials.
- D. From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

6. Representations and Warranties

Each Party represents, warrants and covenants that it will comply with Applicable Laws in connection with the performance of its obligations under the Master Agreement. Each Party represents and warrants that this Master Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of the Master Agreement: (A) does not breach any agreement of such Party with any third party, (B) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (C) are within its organizational powers, and (D) has been authorized by all necessary organizational action of such Party and validly executed by a person(s) authorized to act on behalf of such Party. Client also represents, warrants and covenants that it will use its commercially reasonable efforts to ensure that the Accounts and the Cards shall only be used for Client's business purposes. Client also represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards to and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Master Agreement and/or cancel any of the Accounts at any time if Bank determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to Client or Bank. EXCEPT AS SET FORTH IN THIS MASTER AGREEMENT OR IN ANY LOCAL SCHEDULE, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Fees and Charges

Bank may change the fees and charges payable by Client at any time, provided that Bank notifies Client at least thirty (30) days prior to the effective date of the change or such other period as is specified in the applicable Local Schedule. Bank's periodic statements represent the official record of amounts due and owing by Client to Bank regardless of the method(s) by which Client elects to receive invoice information from Bank (e.g., in electronic form, mappers or other methods). Client acknowledges that it has an obligation to verify and reconcile its payment obligations to Bank's periodic statements. Client and Bank agree that all periodic statements shall be sent or made available electronically unless otherwise agreed to in writing. Client specifically agrees to the delivery and receipt of or access to such electronic periodic statements.

8. Term and Termination

- A. This Master Agreement shall commence as of the Effective Date and continue in full force and effect for a period of five (5) years unless otherwise terminated in accordance with the terms of this Section 8. Thereafter this Master Agreement may be renewed for up to three (3) one year terms if mutually agreed to in writing by both parties.
- B. Either Party may terminate this Master Agreement for any or no reason upon sixty (60) calendar days prior written notice to the other Party.
- C. Either Party may terminate this Master Agreement immediately upon the occurrence of one or more of the following events: (i) the other Party's violation of Applicable Law, (ii) the liquidation, insolvency or dissolution of the other Party, (iii) the voluntary or involuntary filing of bankruptcy proceedings or similar proceedings with respect to the business of the other Party, or (iv) with the exception of a payment obligation, a Party's breach of a material obligation under this Master Agreement that is not cured within thirty (30) calendar days following receipt of written notice of the breach from the non-breaching Party.
- D. In addition, Bank may immediately (a) terminate this Master Agreement, (b) terminate one or more services provided for in this Master Agreement, and/or (c) terminate one or more Cards upon the occurrence of one or more of the following events: (i) Client fails to remit any payment in accordance with the terms of this Master Agreement, (ii) there is a default by Client or its parent, subsidiary or affiliate in the payment of any debt owed to Bank or a Bank-related entity under any other agreement, (iii) there is a material adverse change in the business, operations or financial condition of Client, or (iv) any representation or warranty made by the Client or any financial statement or certificate furnished to Bank, shall prove to be inaccurate, false or misleading in any material respect when made.
- E. This Master Agreement shall terminate immediately upon the termination of all Accounts issued pursuant to this Master Agreement.
- F. In the event of termination of this Master Agreement by Bank in accordance with Section 8.C or Section 8.D above, Client shall immediately pay all amounts owing under the Agreement, without set-off or deduction.
- G. In the event of termination of the Master Agreement for any reason other than by Bank in accordance with Section 8.C or 8.D above, Client shall pay all amounts due and owing under this Master Agreement in accordance with the settlement terms of the Program, without set-off or deduction.
- H. Upon termination of this Master Agreement for any reason, Client shall promptly destroy all physical Cards furnished to Cardholders.
- I. Client (upon notice to Bank) may suspend or terminate any Account or any Card under any Account at any time and for any reason.
- J. After this Master Agreement or any Local Schedule terminates or expires, the terms of this Master Agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect. Notwithstanding anything to the contrary contained in this Section 8, the provisions of this Master Agreement shall remain in effect until all Cards and Accounts have been cancelled.

9. Limitation of Liability

- A. In the event of litigation, either party shall be liable only for actual damages which the other client suffers or incurs as a direct result of negligence or wilful misconduct of the other and shall not be liable for any other loss or damage of any nature.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR THE LIKE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EACH OF WHICH ARE EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES HEREIN REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality

Except as expressly provided in this Master Agreement, all information furnished by either Party in connection with this Master Agreement, the Program or Transactions shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Master Agreement, (B) is or becomes lawfully obtainable from other sources who are not under a duty of confidentiality, (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is developed independently by the receiving Party without use of the disclosing Party's confidential information; (E) is in an aggregate form non-attributable to the disclosing Party; (F) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies, (G) is required by Applicable Law, including but not limited to the Florida Public Record[®] Act to be disclosed and notice of such disclosure is given (when legally permissible) to the disclosing Party, or (H) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (G), when practicable and not

an impediment to fulfilling the requirements of the law, shall be given sufficiently in advance of the disclosure to permit the other Party to take legal action to prevent disclosure. Bank may also disclose confidential information to service providers, the Networks, and any other authorized third parties in connection with Bank's provision of Program services; provided, that these authorized third parties are subject to obligations of confidentiality at least as restrictive as those set forth in this Section 10

11. Miscellaneous

- A. Except as otherwise mutually agreed, neither Party shall use the Marks of the other Party without its prior written consent. If Client elects to have its Marks embossed on the Cards or provide them to Bank for other uses, Client hereby grants Bank a non-exclusive limited license to use the Marks for the foregoing purposes.
- B. If any provision of this Master Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth in this Master Agreement. The failure of either Party hereto to enforce any right or pursue any remedy hereunder shall not be construed to be a waiver thereof.
- C. Bank and Client will at all times be independent contractors. In furtherance of the Parties' mutual interests in this Master Agreement, no third party will be deemed an intended or unintended beneficiary of this Master Agreement. This Master Agreement is enforceable only between the Parties hereto and shall not be subject to any actual or implied right or obligations of, or commitment to, any third party without the prior written consent of either Party.
- D. In the regular course of business, Bank may monitor, record and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders. The Bank shall notify Client or Card holder when any such action is occurring.
- E. This Master Agreement shall be binding upon and inure to the benefit of Client and Bank and their respective successors and permitted assigns. This Master Agreement, or any of the rights or obligations hereunder, may not be assigned by either Party without the prior written consent. Notwithstanding the foregoing, the Bank may assign any of its rights or obligations hereunder to any subsidiary or affiliate of its parent company without consent of Client.
- F. This Master Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous proposals, understandings, representations, negotiations, and agreements of any kind, whether written, oral, expressed or implied, relating to the subject matter thereof. This Master Agreement may be amended or waived, subject to Applicable Law, only by notice to Client in writing from Bank.
- G. This Master Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.

H SECTION INTENTIONALLY DELETED

- I. Unless Client provides Bank with a valid applicable exemption certificate or other proof of exemption, Client will pay or reimburse Bank upon demand for any taxes, levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Master Agreement, any Account or any Transactions, except if imposed on the overall net income of Bank. If a Tax Deduction is required by law, the amount of the payment due to Bank from Client will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due to Bank if no Tax Deduction had been required.
- J. Neither Bank nor Client shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations under this Master Agreement, if such non-performance or delay is caused directly or indirectly by an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or other natural disaster or any cause beyond its reasonable control.
- K. Any disputes between the Parties hereto concerning this Master Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to choice of law provisions thereof. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING OUT OF, BY REASON OF, OR RELATING TO THIS AGREEMENT, THE INTERPRETATION THEREOF OR TO ANY TRANSACTIONS HEREUNDER. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES.
- L. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).
- M. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such

affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

- N. All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, or through internet sites, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, or by electronic transmission.

- O. If any credit arises on an Account with respect to a Card (for example as a result of a duplicate payment, merchant refund or refund for a disputed transaction), Bank will apply the credit to offset any amount owed to Bank, either then or at any later time, under this Master Agreement. Bank may at its option pay it to the relevant Cardholder or Client using any method chosen by Bank.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By: John T. McAuley

Name: JOHN T. MCAULEY

Title: AUTHORIZED OFFICER

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Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Master Agreement. The undersigned certifies to Bank that the governing body of Client has taken an appropriate and binding measure authorizing Client to enter into and perform its obligations under this Master Agreement and that appropriate and binding measures (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above in the form of an agenda item and minutes of the Board of County Commissioner meeting reflecting the vote taken.

PASCO COUNTY, FLORIDA, through its Board of County Commissioners

By: Jack Mariano

Name: Jack Mariano

Title: Chairman of the Board of County Commissioners

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IN SESSION

AUG 08 2023

PASCO COUNTY
BOC

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned constitutional officer, the Pasco County Clerk of Courts and Comptroller who acts as Clerk to the Board of County Commissioners, hereby certifies that the Chairman signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Master Agreement and that the person signing above on behalf of Client, whose execution of this Master Agreement was witnessed by the undersigned, is an constitutional officer of Client possessing authority to execute this Master Agreement. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By: Nichole Alvarez-Sowles

Name: Nichole Alvarez-Sowles

Title: Pasco County Clerk & Comptroller

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

EXHIBIT A to the Master Terms FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

"**Average File Turn**" has the meaning given to it in Section 3.A.i .

"**Combined Net Charge Volume**" means the sum of U.S. Net Charge Volume and U.S. Net Virtual Card Charge Volume.

"**Combined Total Charge Volume**" means the sum of U.S. Total Charge Volume and U.S. Total Virtual Card Charge Volume.

"**Contract Year**" means a 12-month period beginning on the Effective Date of this Agreement or any anniversary of such date.

"**Credit Losses**" means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

"**Discount Interchange Rate Transactions**" means transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

"**Discount Interchange Rate Transaction Volume**" means total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on either the interchange rate or Supplier Fee of each transaction as follows:

- "**Discount Interchange Transaction Volume Category 1**" covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee at or above 1.00% (interchange rate or Supplier Fee from 1.00% - 1.99%).
- "**Discount Interchange Transaction Volume Category 2**" covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00% (interchange rate or Supplier Fee from 0.00% - 0.99%).

"**Fraudulent Transactions**" means transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

"**J.P. Morgan Virtual Connect Network**" means Bank's proprietary payments technology platform to which merchants may register to receive payment from Client in connection with Client's Program(s).

"**Settlement Terms**" means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

"**Supplier Fee**" or "**Merchant Transaction Fee Rate**" means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Client for Transactions made through the J.P. Morgan Virtual Connect Network.

"**U.S. Net Charge Volume**" means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Virtual Card Charge Volume.

"**U.S. Net Virtual Card Charge Volume**" means total charges made on any and all U.S. dollar issued Virtual Card Accounts, net of returns, cash advances and Fraudulent Transactions. U.S. Net Virtual Card Charge Volume does not include any Discount Interchange Rate Transaction Volume.

"**U.S. Total Charge Volume**" means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Purchasing Card Program(s).

"**U.S. Total Virtual Card Charge Volume**" means the sum of U.S. Net Virtual Card Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Virtual Card Account Program(s).

2 REBATES

A Volume Rebate

Bank will pay Client a rebate based on the annual Combined Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual Combined Net Charge Volume, subject to the rebate adjustments below.

Combined U.S. Purchasing Card and U.S. Virtual Card Programs	
	Volume Rebate Rate applied to annual Combined Net Charge Volume by Program Settlement Terms
Annual Combined Total Charge Volume at or above:	Settlement Terms @30 & 14
\$1,000,000	1.50%
\$4,000,000	1.65%
\$7,000,000	1.75%
\$10,000,000	1.85%
\$12,500,000	1.88%
\$15,000,000	1.90%
\$17,500,000	1.93%
\$20,000,000	1.95%
\$25,000,000	2.00%
\$30,000,000	2.01%
\$35,000,000	2.02%
\$40,000,000	2.03%
\$45,000,000	2.04%
\$50,000,000+	2.05%

B Discount Interchange Rate Transaction Rebate

Should Client achieve the minimum annual Combined Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

Combined U.S. Purchasing Card and U.S. Virtual Card Programs	
Discount Interchange Rebate Rate Categories	Settlement Terms @30 & 14
Category 1	0.95%
Category 2	0.15%

3 REBATE ADJUSTMENTS

A Average File Turn Adjustment

i Programs Contracted on Settlement Terms of 30 & 14

- a For purposes of this Section 3.A.i, "Average File Turn" means the annual average outstanding balance for Programs contracted on Settlement Terms of 30 & 14 (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge Volume associated with Programs contracted on Settlement Terms of 30 & 14, multiplied by 365.

The Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a calendar year/Contract Year ("**Average File Turn Adjustment**").

Programs with Settlement Terms of 30 & 14 will have an Average File Turn of 29 if Client spends ratably throughout each Cycle. The Average File Turn Adjustment for Client's Program(s) with Settlement Terms of 30 & 14 is calculated by determining the difference between Client's actual Average File Turn for such Program(s) and 29. If Client's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the actual Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

- ii. If Client's actual Average File Turn under Section 3.A.i is greater than 45 days, Client will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B Interchange Rate or Supplier Fee Adjustment

In the event of a reduction in either interchange rates by the Credit Card Networks or Supplier Fee, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.

- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.

- i. Client is not in default under the Agreement at the time of rebate calculation and payment.
- ii. Account(s) must be current at the time of rebate calculation and payment.
- iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).
- iv. Settlement of any centrally billed account must be made by automatic debit.

5. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. Purchasing Card and U.S. Virtual Card Program(s).

6. FEES

United States - Purchasing Card and Virtual Card

The following are the fees associated with U.S. Purchasing Card and U.S. Virtual Card programs:

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged (WAIVED for Visa Virtual Card Transactions only)
Standard card	\$0.00
ADDITIONAL SERVICES AND FEES	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

Exhibit B to the Master Terms

LOCALSCHEDULEFORTHEUNITEDSTATES

This Local Schedule for the United States ("**U.S. Schedule**") sets forth the terms and conditions that will apply to Bank's establishment of Accounts in the name of Client and/or one or more Client's Constitutional Offices and issuance of Cards to its and their respective employees and authorized representatives in the United States. This U.S. Schedule is made a part of and incorporated into the Master Terms as though fully set forth therein. If a provision of this U.S. Schedule conflicts with the Master Terms, the provision of this U.S. Schedule will prevail.

I. Overview

Bank shall issue Cards under the Program in the United States ("**U.S. Program**") in United States Dollars, and Client may participate in the U.S. Program subject to the terms of this U.S. Schedule.

II. Definitions

Capitalized terms used but not defined in this U.S. Schedule will have the meanings given to them in the Master Terms. For purposes of this U.S. Schedule, the following terms shall be defined as set forth below:

Business Day means a day on which Bank and Federal Reserve Banks are open for business. The Bank and Federal Reserve Banks are open for Business Monday - Friday unless it is a Bank or Federal Reserve Bank acknowledged holiday. For 2023, the Bank and Federal Reserve Banks are not open on the following acknowledged holidays: **New Year's Day** (January 1, 2023), Martin Luther King, Jr. (Monday, January 16, 2023), Washington's Birthday (Presidents' Day) (Monday, February 20, 2023), Memorial Day (Monday, May 29, 2023), Juneteenth National Independence Day (Monday, June 19, 2023), Independence Day (Tuesday, July 4, 2023), Labor Day (Monday, September 4, 2023), Veterans' Day (Saturday, November 11, 2023), Thanksgiving Day (Thursday, November 23, 2023), and Christmas Day (Monday, December 25, 2023). Annually, if requested by the Client, the Bank shall provide the Client with a schedule of that year's holidays for the Bank and the Federal Reserve.

International Transaction means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

III. Certain Additional Terms

Client represents and warrants that the Cards and Accounts to be issued and established under this U.S. Schedule are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts. Client shall retain such applications (paper or electronic) for any Card when such application is not provided to Bank, for a period as defined in the State of Florida General Records Retention Schedule for State and Local Government Agencies GS1-SL but no less than twenty-five (25) months after the application has been received and acted upon, whichever is a greater period of time.

IV. Fees and Incentives

The fees and charges and incentives (if any) related to this U.S. Schedule are set forth on **Exhibit A to the Master Terms**.

V. Notices

All notices and other communications required or permitted to be given under this U.S. Schedule shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, or through internet sites, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, or by electronic transmission.

VI. International Transactions and Fees

If an International Transaction is made in a currency other than U.S. dollars, the applicable Network will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Card was used. Bank reserves the right to charge an International Transaction Fee, as specified herein. The International Transaction fee will be calculated on the U.S. dollar amount provided to Bank by the Network.

VII. Governing Law

This U.S. Schedule and any matters arising out of or in relation to this U.S. Schedule shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflicts of that State.

VIII. Compliance with Public Records Act.

The Bank shall allow public access to documents and materials made or received pursuant to this Master Agreement by either party in accordance with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the Bank shall (a) keep and maintain public records required by the Client's to perform the services under the Agreement; (b) upon request from the Client's custodian of public records, provide the Client's with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the Bank does not transfer the records to the Client's; and (d) upon completion of the contract, transfer, at no cost to the Client, all public records in possession of the Bank. Upon transfer, the Bank shall destroy any duplicate public records that are exempt or confidential and exempt from the public records requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client. All documentation produced as part of this Agreement will become the property of the Client. This paragraph shall survive the expiration or termination of this Master Agreement.

IF THE BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: PURCHASING DEPARTMENT, CHRISTOPHER ARNONE, 7536 STATE STREET, SUITE 221, CARNONE@PASCOCOUNTYFL.NET, 727-847-8194 EXT. 8436.


Under Florida law, a Bank who fails to provide the public records to the Client within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Master Agreement and may serve as grounds for termination of this Master Agreement.

IX. RETENTION OF DOCUMENTS

All documents prepared or obtained under this Master Agreement are the property of the Client without restriction or limitation on their use and shall be made available upon request to the Client at any time.

Said records and documentation shall be retained by the Bank in accordance with its data retention policies and practices as may be applicable from time to time until the expiration of the applicable statute of limitations, but in no event beyond six (6) years from the date of the relevant transaction and made available to the Client for a minimum of five (5) years from the date of termination of the Master Agreement. Upon reasonable notice, the Client shall have the right to audit, inspect, and copy all such directly pertinent records and documentation that are directly related to transactions performed under this Master Agreement as often as the Client deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the Bank shall retain records and supporting documentation until further notified. Notwithstanding the foregoing or anything to the contrary in this Master Agreement, the Client acknowledges that Bank does not permit general inspections or general third party audits due to the confidentiality and security obligations related to financial and customer data required of financial institutions and that the Client shall not be entitled to access any examination reports or filings made by or to the Bank's regulators or other applicable supervisory authorities or any other data or information that the Bank is precluded by contractual commitment, regulation, or other applicable law from disclosing to third parties.

X. CONFLICT OF INTEREST

The Bank represents that, to the best of its knowledge and belief, it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of the services required by this Master Agreement, and which Interest has not been disclosed to the Client in writing. Bank has banking and other business relationships in the  course of business with various persons or entities, which may include employees, officers, directors, etc. of Client. Such relationships generally are governed by our

usual and customary terms and conditions. The Bank's Code of Conduct prohibits any employee in general from acting on behalf of the bank in any transaction or business relationship involving such employee, members of his/her family, or other persons or organizations with which such employee or his/her family have any significant personal connection or financial interest.

Bank and its affiliates may be providing treasury services, debt financing, equity capital or other services (including financial advisory services) to other companies, organizations or governmental entities with which you may have conflicting interests. Bank does not believe that the provision of such services, products or financing arrangements in the ordinary course of its business to any such entity would interfere with its ability to provide the services under this Master Agreement.

XI. E-VERIFY

EFFECTIVE JANUARY 1, 2021, A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE CLIENT) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE MASTER AGREEMENT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE MASTER AGREEMENT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA STAT.

IF A PUBLIC EMPLOYER HAS TERMINATED A CONTRACT WITH A CONTRACTOR FOR FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH ABOVE, THE CONTRACTOR MAY NOT BE AWARDED A PUBLIC CONTRACT FOR AT LEAST ONE YEAR AFTER THE DATE ON WHICH THE CONTRACT WAS TERMINATED.

THE CLIENT RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE CLIENT AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A CLIENT RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE CLIENT AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL CONTRACTS.

XII. SCRUTINIZED COMPANIES

The Bank hereby certifies in accordance with § 287.135 (5), Fla. Stat. that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Further, at the time of entering into this Master Agreement, the Bank is not participating in a boycott of Israel. Should the Bank's certification be discovered to be false backed on credible information available to the public, such false certification is grounds for termination of this Master Agreement by the Client in accordance with § 287 .135, Fla. Stat.

XIII. EXHIBITS:

Exhibit C - Visa Guide to Benefits

Exhibit D - Cardholder Agreement

Exhibit E - MCC Worksheet

JPMorgan Chase Bank, National Association

CERTIFICATE

I, Alysee N. Pelletier, do hereby certify that I am a duly appointed Assistant Corporate Secretary of JPMorgan Chase Bank, National Association, a national banking association formed under the laws of the United States (the “**Bank**”), and that set forth below is a true and correct copy of a resolution duly adopted by the Board of Directors of the Bank on March 20, 2018. I further certify that the said resolution is still in full force and effect as of the date hereof.

"RESOLVED that loan agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of JPMorgan Chase Bank, N.A. (the “**Bank**”) and any other contracts, instruments or documents in connection with the conduct of the business of the Bank (“**Documents**”), whether or not specified in the resolutions of the Bank’s Board of Directors (the “**Board**”), may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer of the Bank (“**CEO**”), a President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Firm’s Operating Committee (an “**Operating Committee Member**”), any Executive Vice President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Executive Director, any Vice President, or any other officer having a functional title or official status which is at least equivalent to any of the foregoing corporate titles, and the seal of the Bank may be affixed to any thereof and attested by the Secretary, any Assistant Corporate Secretary, or any of the foregoing officers; provided, however, that any guarantees, comfort letters or other letters of support issued by the Bank in respect of obligations of any of the Bank’s affiliates or subsidiaries (“**Support Documents**”) may be executed only where consistent with such resolutions of the Board dated December 8, 2015, as amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates."

I further certify that the individual listed on the attached schedule holds the corresponding title indicated on the schedule for the Bank and is empowered to act in conformity with the referenced resolution.

This certificate may be executed and delivered by electronic means. Such electronic signature shall be valid and binding as of the date indicated by the timestamp accompanying the electronic signature.

Alysee N. Pelletier
on June 20, 2023 17:30:02 EDT

Alysee N. Pelletier

Schedule

<u>Name</u>	<u>Title</u>
John T McAuley	Managing Director

Exhibit "C"

Visa[®] Commercial Card Guide to Benefits

Your Guide to Benefit describes the benefit in effect as of 4/30/21. Benefit information in this guide replaces any prior benefit information You may have received. Please read and retain for Your records. Your eligibility is determined by Your financial institution.

Travel and Emergency Assistance Services

Emergencies can escalate quickly when You are traveling away from home. Something that is relatively straightforward when You are not traveling, like replacing prescription medication, can be a difficult task when You are dealing with local laws or language barriers.

Travel and Emergency Assistance Services are made available to help You in case of an emergency while You are traveling away from home. The Benefit Administrator can connect You with the appropriate local emergency and assistance resources available, 24 hours a day, 365 days a year.

Please note that due to occasional issues such as distance, location, or time, neither the Benefit Administrator nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services.

What are Travel and Emergency Assistance Services and how do I use these services when I need them?

Travel and Emergency Assistance Services are made available to You, if You are a cardholder of an eligible card issued in the United States. You, Your Immediate Family Members and business associates are also eligible to use these services. Travel and Emergency Assistance Services provide assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or goods provided.

To use the services, simply call the toll-free, 24-hour Benefit Administrator line at **1-800-992-6029**. **If You are outside the United States, call collect at 1-804-673-1675.**

What are the specific services and how can they help me?

- Emergency Message Service – can record and relay emergency messages for travelers, their Immediate Family Members or business associates. The Benefit Administrator will use reasonable efforts to relay emergency messages in accordance with benefit guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully. **All costs are Your responsibility.**
- Medical Referral Assistance – provides medical referral, monitoring, and follow-up. The Benefit Administrator can give You names of local English-speaking doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor Your condition; keep in contact with Your family; and provide continuing liaison; and help You arrange medical payments from Your personal account. **All costs are Your responsibility.**
- Legal Referral Assistance – can arrange contact with English-speaking attorneys and U.S. embassies and consulates if You're detained by local authorities, have a car accident, or need legal assistance. In addition, the Benefit Administrator can coordinate bail payment from Your personal account. The Benefit Administrator can also follow

up to make sure bail has been properly handled. **All costs are Your responsibility.**

- Emergency Transportation Assistance – can help You make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This includes arranging to bring Your Immediate Family Members or business associates home and helping You stay in contact with family members or employers during the emergency. In the case of a death, the Benefit Administrator can make arrangements to repatriate the remains. **All costs are Your responsibility.**
- Emergency Ticket Replacement – helps You through Your carrier's lost ticket reimbursement process and assists in the delivery of a replacement ticket to You, should You lose Your ticket. **All costs are Your responsibility.**
- Lost Luggage Locator Service – can help You through the Common Carrier's claim procedures or can arrange shipment of replacement items if an airline or Common Carrier loses Your checked luggage. **You are responsible for the cost of any replacement items shipped to You.**
- Emergency Translation Services – provides telephone assistance in all major languages and helps find local interpreters, if available, when You need more extensive assistance. **All costs are Your responsibility.**
- Prescription Assistance and Valuable Document Delivery Arrangements – can help You fill or replace prescriptions, subject to local laws, and can arrange pickup and delivery of Your prescriptions filled for You at local pharmacies. It can also help transport critical documents that You may have left at Your home or elsewhere. **All costs are Your responsibility.**
- Pre-Trip Assistance – can give You information on Your destination before You leave – such as ATM locations, currency exchange rates, weather reports, health precautions, necessary immunizations, and required passport visas.

Definitions

Common Carrier means any mode of transportation by land, water or air operating for hire under a license to carry passengers for which a ticket must be purchased prior to travel. Does not include taxi, limousine service, commuter rail or commuter bus lines.

Immediate Family Member means Your Spouse or dependent children under twenty-two (22) years old.

You or Your means an eligible person whose name is embossed on an eligible U.S. issued card, and You reside in the United States.

Additional provisions for Travel and Emergency Assistance Services

This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided

via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose accounts have been suspended or cancelled.

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-992-6029, or call collect outside the U.S. at 1-804-673-1675.

Auto Rental Collision Damage Waiver

No cardholder wants to incur the expense of repairing or replacing a rented car. But accidents do happen and vehicles do get stolen. No matter what happens to Your rental car, You can be covered with Auto Rental Collision Damage Waiver.

Auto Rental Collision Damage Waiver reimburses You for damages caused by theft or collision - up to the Actual Cash Value of most rented cars. Auto Rental Collision Damage Waiver covers no other type of loss. For example, in the event of a collision involving Your rented vehicle, damage to any other driver's car or the injury of anyone or anything is not covered. Rental periods of thirty-one (31) consecutive days are covered. (Longer rental periods, however, are **not** covered.)

You are eligible if Your name is embossed on an eligible card issued in the United States or if You are authorized by Your company to rent an eligible vehicle using the company's eligible Account, as long as the rental is purchased entirely with the Account. Only You, as the primary renter of the vehicle, and any additional drivers permitted by the Rental Car Agreement are covered.

How Auto Rental Collision Damage Waiver works with other insurance

Auto Rental Collision Damage Waiver covers theft, damage, valid loss-of-use charges imposed and substantiated by the auto rental company, administrative fees and reasonable and customary towing charges, due to a covered theft or damage to the nearest qualified repair facility.

If the Rental Vehicle is for commercial and/or business purposes, Auto Rental Collision Damage Waiver benefit acts as primary coverage, and You may be reimbursed for up to the actual cash value of the vehicle.

If the Rental Vehicle is for personal reasons, this benefit is secondary coverage, supplemental to Your personal automobile insurance, meaning You may only be reimbursed for the amount of Your personal insurance deductible or other charges, including valid administrative and loss-of-use charges not covered under Your personal insurance policy. If You are renting outside Your country or residence, or if You do not have automobile insurance, Auto Rental Collision Damage Waiver acts as primary coverage.

How to use Auto Rental Collision Damage Waiver

1. Use Your card to initiate and complete Your entire car rental transaction.

2. Review the auto rental agreement and decline the rental company's collision damage waiver (CDW/LDW) option, or a similar provision, **as accepting this coverage will cancel out Your benefit.** If the rental company insists that You purchase their insurance or collision damage waiver, **call the Benefit Administrator for assistance at 1-800-348-8472. Outside the United States, call collect at 1-804-673-1164.**

Before You leave the lot, be sure to check the car for any prior damage.

This benefit is in effect during the time the rental car is in Your (or an authorized driver's) control, and it terminates when the rental company reassumes control of their vehicle.

This benefit is available in the United States and most foreign countries (**with the exception of Israel, Jamaica, the Republic of Ireland or Northern Ireland**). However, this benefit is not available where precluded by law, or where it's in violation of the territory terms of the auto rental agreement, or when prohibited by individual merchants. **Because regulations vary outside the United States, check with Your auto rental company and the Benefit Administrator before You travel, to be sure that Auto Rental Collision Damage Waiver will apply.**

Vehicles not covered

Certain vehicles are **not** covered by this benefit, they consist of expensive, exotic, and antique cars; cargo vans; certain vans; vehicles with an open cargo bed; trucks; motorcycles; mopeds; motorbikes; limousines; and recreational vehicles.

Examples of expensive or exotic cars are the Alfa Romeo, Aston Martin, Bentley, Corvette, Ferrari, Jaguar, Lamborghini, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, and Tesla. However, selected models of Audi, BMW, Mercedes-Benz, Cadillac, Infiniti, Land Rover, Lexus, Lincoln, and Range Rover **are** covered.

An antique car is defined as one that is over twenty (20) years old, or one that has not been manufactured for ten (10) years or more.

Vans are not covered. But those designed as small-group transportation vehicles (seating up to nine (9) people, including the driver) are covered.

If You have questions about a specific vehicle's coverage or organization where the vehicle is being reserved, call the Benefit Administrator at 1-800-348-8472 or call collect outside the United States at 1-804-673-1164.

Related instances & losses not covered

- Any obligation You assume under any agreement (other than the deductible on Your personal auto policy)
- Any violation of the auto rental agreement or this benefit
- Injury of anyone, or damage to anything, inside or outside the Rental Vehicle
- Loss or theft of personal belongings
- Personal liability

- Expenses assumed, waived, or paid by the auto rental company, or its insurer
- The cost of any insurance, or collision damage waiver, offered by or purchased through the auto rental company
- Depreciation of the Rental Vehicle caused by the incident including, but not limited to, "diminished value"
- Expenses reimbursable by Your insurer, employer, or employer's insurance
- Theft or damage due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband, or illegal activities
- Wear and tear, gradual deterioration, or mechanical breakdown
- Items not installed by the original manufacturer
- Damage due to off-road operation of the Rental Vehicle
- Theft or damage due to hostility of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities)
- Confiscation by authorities
- Vehicles that do not meet the definition of covered vehicles
- Rental periods that either exceed, or are intended to exceed thirty-one (31) consecutive days
- Leases and mini leases
- Theft or damage as a result of the authorized driver's and/or cardholder's lack of reasonable care in protecting the Rental Vehicle before and/or after the damage or theft occurs (for example, leaving the car running and unattended)
- Theft or damage reported more than forty-five (45) days* after the date of the incident
- Theft or damage for which a claim form has not been received within ninety (90) days* from the date of the incident
- Theft or damage for which all required documentation has not been received within three hundred and sixty-five (365) days after the date of the incident
- Theft or damage from rental transactions that originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland
- Losses caused by or resulting from a Cyber Incident.

***Not applicable to residents in certain states**

Filing a claim

It is Your responsibility as a cardholder to make every effort to protect Your Rental Vehicle from damage or theft. If You have an accident, or Your Rental Vehicle has been stolen, immediately call the Benefit Administrator at **1-800-348-8472** to report the incident, regardless of whether Your liability has been established. Outside the United States, call collect at **1-804-673-1164**.

You should report the theft or damage as soon as possible but no later than **forty-five (45) days** from the date of the incident.

The Benefit Administrator reserves the right to deny any claim containing charges that would not have been included, if notification occurred before the expenses were incurred. Thus, it's in Your best interest to notify the Benefit Administrator immediately after an incident. Reporting to any other person will not fulfill this obligation.

What You must submit to file a claim

At the time of the theft or damage, or when You return the Rental Vehicle, ask Your car rental company for the following documents:

- A copy of the accident report form
- A copy of the initial and final auto rental agreements (front and back)
- A copy of the repair estimate and itemized repair bill
- Two (2) photographs of the damaged vehicle, if available
- A police report, if obtainable
- A copy of the demand letter which indicates the costs You are responsible for and any amounts that have been paid toward the claim

Submit all of the above documents from the rental company, along with the following documents, to the Benefit Administrator:

- The completed and signed Auto Rental Collision Damage Waiver claim form (Important: This must be postmarked within ninety (90) days* of the theft or damage date, even if all other required documentation is not yet available – **or Your claim may be denied**).
- A copy of Your monthly billing statement (showing the last four [4] digits of the Account number) demonstrating that the entire rental transaction was made on Your eligible Account.
- If the rental was for personal use, a statement from Your insurance carrier (and/or Your employer or employer's insurance carrier, if applicable), or other reimbursement showing the costs for which You are responsible, and any amounts that have been paid toward the claim. Or, if You have no applicable insurance or reimbursement, a statement of no insurance or reimbursement is required.
- If the rental was for personal reasons, a copy of Your primary insurance policy's Declarations Page (if applicable), to confirm Your deductible (This means the document(s) in Your insurance policy that lists names, coverages, limits, effective dates, and deductibles).
- Any other documentation required by the Benefit Administrator to substantiate the claim.

Finally, please note that all remaining documents must be postmarked within three hundred and sixty-five (365) days* of the theft or damage date **or Your claim may be denied**.

***Not applicable to residents of certain states.**

For faster filing, or to learn more about Auto Rental Collision Damage Waiver, visit www.eclaimslines.com

Finalizing Your claim

Your claim will typically be finalized within fifteen (15) days, after the Benefit Administrator has received all the documentation needed to substantiate Your claim.

Transference of claims

Once Your claim has been paid, all Your rights and remedies against any party in regard to this theft or damage will be transferred to the Benefit Administrator, to the extent of the cost of payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

Definitions

Account means Your credit or debit card Accounts.

Actual Cash Value means the amount a Rental Vehicle is determined to be worth based on its market value, age and condition at the time of loss.

Computer Programs means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

Cyber Incident means any of the following acts:

- a) unauthorized access to or use of Your Digital Data or a Rental Vehicle;
- b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or a Rental Vehicle;
- c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or a Rental Vehicle;
- d) restriction or inhibition of access to or directed against Your Digital Data or a Rental Vehicle; computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on [an Eligible Wireless Cellular Telephone, Rental Vehicle, or Covered Purchase] during the manufacturing process, upgrade process, or normal maintenance

Digital Data means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Rental Vehicle to store information, process information, and transmit information over the Internet.

Eligible Person means a cardholder who pays for their auto rental by using their eligible Account.

Rental Car Agreement means the entire contract an eligible renter receives when renting a Rental Vehicle from a rental car agency which describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the contract.

Rental Vehicle means a land motor vehicle with four or more wheels as described in the participating organization's disclosure statement which the eligible renter has rented for the period of time shown on the Rental Car Agreement and does not have a manufacturer's suggested retail price exceeding the amount shown on the participating organization's disclosure statement

You or Your means an Eligible Person who uses their eligible card to initiate and complete the rental car transaction.

Additional provisions for Auto Rental Collision Damage Waiver

- Signed or pinned transactions are covered as long as You use Your eligible Account to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notifications. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator

to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims

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For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-348-8472, or call collect outside the U.S. at 1-804-673-1164.

Please Note: In this document, "card" refers to Corporate, Fleet, Meetings, Purchasing, or any combination of these card products (Commercial).



F03-0292-7-0622



Exhibit "D"

COMMERCIAL CARD CARDHOLDER AGREEMENT

This is the Cardholder Agreement ("Agreement") that sets forth the terms of your commercial Card issued by us. Your Card has been issued in connection with a commercial card program agreement between Company and us (the "Company Agreement"). Please read this Agreement carefully and keep it for your records. *You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so.*

Definitions: In this Agreement, the word "Account" means the relationship between Company and us pursuant to which one or more Cards may be issued. The word "Company" refers to the corporation, partnership, proprietorship, agency or other entity that entered into the Company Agreement pursuant to which the Account has been established. The words "you" and "your" refer to each person (jointly and severally if more than one) who applied for, requested or accepted the Card (and for whom Company requested that JPMorgan Chase Bank, N.A., or Chase Bank USA, N.A., issue the Card) and any other person who agreed to be responsible for the Card. The words "we," "us" and "our" refer to the issuer of your Card, either JPMorgan Chase Bank, N.A., or Chase Bank USA, N.A. The word "Card" refers to each MasterCard®/Visa® corporate card, purchasing card, single-use card (also referred to as a "virtual card"), or other card that is issued pursuant to the Company Agreement, and includes the Card number. Any Card must be returned or surrendered to us or our agent upon request.

Acceptance: Activating, signing, or using your Card confirms your acceptance of the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, before using the Card you must cut the Card in half and return it to us. The Card and any content on the Card are our property at all times.

Using Your Card: You agree to use your Card only for business and commercial purposes, and to not to use your Card for any illegal transactions, or for any transaction that is primarily for personal, family or household purposes. You may use your Card to purchase goods or services, or pay amounts you owe, wherever the Card is honored ("Purchases"). You may also use the Card to obtain cash ("Cash Advances") where available if allowed by the Company Agreement. We consider some "cash-like" transactions, such as the purchase of travelers checks, or money orders, to be Cash Advances. We may provide checks that you can use to access your Card ("Convenience Checks") if allowed by the Company. We may provide you with a personal identification number ("PIN") that is used to authorize some transactions with your Card. You can contact us to change your PIN by calling the number on the back of your Card. You authorize us to pay and charge your Card for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card. You agree to accept credits to your Card instead of cash refunds when the original Purchase was charged to your Card.

Chip and PIN Cards: We may issue you a Card that has an embedded microchip that is used to authorize transactions, in connection with your PIN, at some ATMs and merchant terminals. You agree that we may honor each ATM or other transaction according to the instructions keyed in at the ATM or terminal, and you acknowledge that each transaction made using your Card and PIN will have the same effect as if you completed the transaction using your Card and signature.

Card Care: You must take all reasonable precautions to prevent the misuse of the Card. For example, you must: (i) follow all reasonable instructions we give you about how to activate, use and keep your Card safe; (ii) memorize the PIN, and destroy the PIN notification promptly on receipt; (iii) never write the PIN on the Card or anything kept with it, nor select a PIN or password that may be easy to guess, nor disclose the PIN for telephone, internet or mail order transactions, nor share or release the PIN to any other person; (iv) sign the Card promptly after you receive it; and, (v) never let anyone other than you use the Card.

Obligations On Your Card: You promise to pay us, or to arrange for Company to pay us, for all Purchases and Cash Advances, plus any Late Fee and applicable Delinquency Fee assessed on your Card and any other charges and fees that you may owe us under the terms of this Agreement. You will be obligated for authorized charges whether resulting from: (1) actual use of your Card; (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card; or, (3) any other circumstance where you authorize a charge, or authorize someone other than you to make a charge, to your Card. Each person or entity who or that is included within the definition of the term "you" above is individually and jointly responsible for all obligations under this Agreement.

Company Payment: If we agreed with Company that only Company, and not you, will be liable for amounts due on your Card, then you are not responsible to us for payment. However, you are still responsible for other obligations under this Agreement.

Payments: All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument, including authorized ACH payments, must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Payments must comply with the instructions on the statement. When you provide a check as a payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. Subject to any mandatory provisions of applicable law, all payments made on the Card will be applied to the balances in the manner we determine.

Replacement and Renewal Cards: You request that we issue a replacement Card to you before the current Card expires. You agree that we may continue to issue renewal Cards until Company or you tell us to stop.

Amendments: We can add to, delete, or change the terms of this Agreement at any time. We will provide notice of amendments to the extent required by applicable law. Subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in our notice to you and, unless we specify otherwise, the amended terms of this Agreement will apply to all outstanding unpaid indebtedness on your Card as well as new transactions.

Personal Data: The term "Personal Data" means information, including personal information, that is: (i) obtained by us when you apply for the Card or your Company authorizes you for the Card; and/or, (ii) relates to you or to your use of the Card throughout your standing as a cardholder. Your Personal Data may be used for the purposes of: (a) confirming your identity; (b) administering the Card and related services; (c) operational purposes and statistical analysis (including behavior analysis); and (d) to comply with any requirement of applicable law, regulation or a card network. Your Personal Data may be disclosed to: (v) Company; (w) third party vendors, including our strategic partners, to provide services in connection with your Card; (x) other third parties, as authorized by Company to provide services to you and/or Company in connection with your Card; (y) our affiliates; or (z) any other person, including our affiliates, we reasonably think necessary for the purposes stated above or to provide services under the Company Agreement.

Sharing Information with Company: You direct us to provide, if requested by Company, any information we have about the use of your Card and the transactions on your Card, including detailed information about the transactions. You authorize us to exchange credit or any other information concerning you or your Card with (and answer questions and requests from) Company.

Phone Calls: In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees. When you or Company gives us your mobile phone number, you are giving permission to be contacted at that number by automatic telephone dialing systems, text messages, and artificial or prerecorded voice messages sent from us and our representatives. Message and data rates may apply. To service and manage your Card, we, our representatives, and/or affiliates, may contact you at any telephone number you provide or any number where we believe we may reach you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing your Card; and, collecting on your Card. We will not use your phone number for telemarketing purposes. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising from your provision of a phone number.

Refusal To Honor Card: We are not responsible for refusals to honor your Card. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased through use of your Card. You agree to resolve any disputes directly with the merchant or other person who honored your Card.

Irregular Payments, Delay In Enforcement, Severability: We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum Spend Limit does not obligate us to do so again. If any terms of this Agreement are found to be unenforceable, we may still enforce the other terms.

Liability For Unauthorized Use Of Your Card: If you notice the loss, theft, or a possible unauthorized use of your Card, you should call us immediately at the number on the back of your Card, or write to us at: P.O. Box 182918, Columbus, OH 43272-5543. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us. In any case, your liability will not exceed \$50. In order to prevent further unauthorized use, we may terminate or limit access to your Card if you notified us or we determine that your Card may have been lost or stolen, or that there may be unauthorized access to your Card.

Assignment: You may not assign your Card or this Agreement to any other person or entity. We may at any time assign your Card, any sums due on your Card, this Agreement or any or all of our rights or obligations under this Agreement. The person(s) or entity(ies) to whom we make any such assignment shall be entitled to all of our assigned rights under this Agreement.

GOVERNING LAW: THIS AGREEMENT AND OUR RELATIONSHIP WILL BE GOVERNED BY FEDERAL LAW AND, TO THE EXTENT THAT STATE LAW IS APPLICABLE, THE LAWS OF THE STATE WHERE WE ARE LOCATED. JPMorgan Chase Bank, N.A., is located in Ohio and Chase Bank USA, N.A., is located in Delaware.

Default: Your Card will be in default, and we may demand immediate payment of the entire amount you owe us without giving you prior notice, if: (1) in any billing cycle we do not receive your Payment Due by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your Spend Limit; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; (6) your employment with Company is terminated; (7) the Company Agreement is terminated; (8) Company, pursuant to the Company Agreement, requests us to cancel your Card; or, (9) we believe in good faith that the payment or performance of your obligations under this Agreement (by you or by Company) is impaired for any other reason.

Collection Costs: To the extent permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Card) and, in the event we refer your Card after your default to an attorney, you agree to pay the reasonable fees of such attorney.

Termination: Notwithstanding any other provision contained in this Agreement, we may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time without notice or liability. We will terminate your Card if requested to do so by Company, or if your employment with Company ends. If we ask, you must return your Card to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you are notified that your privilege to use your Card is terminated. You may terminate this Agreement at any time. If you do, you must return any Card previously issued, if we ask, cut in half. If you call us to terminate, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement, including your obligation to pay amounts that you owe under this Agreement.

Notices: We will send paper statements, if applicable, and any other notices to you or Company at the address shown in our files. You promise to inform us promptly in writing or electronically of any change in your contact information, including your address and telephone number. We may in our discretion accept address corrections from the United States Postal Service. WE MAY ALSO SEND NOTICES TO YOU ELECTRONICALLY AT OUR WEBSITE OR USING ANY EMAIL ADDRESS YOU OR YOUR EMPLOYER PROVIDED TO US OR ANY OTHER EMAIL ADDRESS WHERE WE REASONABLY BELIEVE WE CAN CONTACT YOU.

International Transactions: International Transactions include any transaction that you make in a foreign currency or that you make outside of the United States of America even if it is made in U.S. dollars. If you make a transaction in a foreign currency, Visa USA Inc., or MasterCard International, Inc., will convert the transaction into U.S. dollars by using its respective currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the applicable processing date (which may be different from the rate the card network receives), or a government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date of your transaction.

Spend Limit/Authorized Usage: Your Spend Limit is the maximum amount that can be charged to your Card at any time, and is shown on your statement. Your Spend Limit is based on Company's requested Spend Limit for you. You agree that we may change or cancel your Spend Limit at any time without affecting your obligation to pay amounts that you owe under this Agreement. We do not permit you to request a change in your Spend Limit, but Company may make such a request. Your latest Spend Limit will appear on your statement or memorandum at the end of each billing cycle, and Company will be informed of your Spend Limit. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Card to exceed your Spend Limit. We may honor Purchases and Cash Advances in excess of your Spend Limit, at our sole discretion. If we do, this Agreement also applies to that excess, and you agree to pay the excess immediately if we request that you do so. We may designate that only a portion of your Spend Limit is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your Spend Limit for all purposes of this Agreement. For security reasons, we may impose additional limits on the number or dollar amount of Purchases and/or Cash Advances that may be accomplished with your Card, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary.

Periodic Statements: We will send a statement to you and/or Company at the end of each billing cycle. In the event we elect to send or make available to you and/or Company an electronic statement in substitution for the paper statement, you specifically agree to the delivery and receipt of such electronic statements. The length of the billing cycle will be determined pursuant to the Company Agreement. Among other things, unless otherwise agreed upon between Company and us, your statement will show your Payment Due, your Spend Limit and the Payment Due Date. A duplicate statement may be provided to Company. If agreed to between us and Company, Company may pay the charges on your Card directly to us. In this case, you may receive a statement after the end of each billing cycle, which will show your Card activity during the past billing cycle. Unless otherwise stated, this statement will be for informational purposes only and can be suppressed upon your or Company's request.

Payment Due: The Payment Due, which will be your total Card balance, will be listed on each statement and due by the Payment Due Date listed on such statement. Payment is due in full each billing cycle, and you are not permitted to carry a balance from month to month.

Billing Questions and Disputes: If you have any questions, problems or disputes concerning a billing statement, please contact us at the phone number on the back of your card or the number on your periodic statement within sixty (60) days of the billing date and we will take reasonable and appropriate steps to provide the information you request or to resolve the dispute. However, unless required by applicable law, we are not responsible for any problem you have with any goods or services you obtain with your Card, and, if you have a dispute with a merchant honoring your Card, you must pay us regardless of any merchant dispute and settle the dispute directly with the merchant.

Inquiries or Questions: You may address any other inquiries or questions that you have about your Card to: JPMorgan Chase Bank, N.A., P.O. Box 5068, Elgin, Illinois 60121; or you may call us at the number on the back of your Card.

Other Fees: We may charge the following fees to your Card. Whether we will charge these fees, and the amount that we will charge on your Card, is dependent on what is in the Company Agreement. Unless otherwise arranged between Company and us, all fees will be added to your Card balance and treated as a Purchase:

Cash Advance Fee - We may charge you a Cash Advance Fee each time you use the Card to obtain a Cash Advance. The amount of the Cash Advance Fee is set forth in the Table of Fees.

Return Payment Fee - If your bank does not honor the check, other payment instrument, or electronic transfer you gave us to pay amounts you owe under this Agreement, or we must return a check or other payment because it is not signed or is otherwise irregular, we may charge you a Return Payment Fee in the amount set forth in the Table of Fees.

Late Fee - The amounts posted to the Card balance will become delinquent if you do not pay your Payment Due by the Payment Due Date. Any unpaid portion of the Payment Due will be shown on subsequent billing statements as a Past Due Balance and your outstanding balance will be subject to a Late Fee in the amount set forth in the Table of Fees.

Delinquency Fee - If any portion of a previously-billed balance remains unpaid, your Card may be subject to a Delinquency Fee (in addition to a Late Fee) in the amount set forth in the Table of Fees for each subsequent billing cycle that such amount remains unpaid. This Delinquency Fee may be described as a Finance Charge on your billing statements. Where the fee calculation includes reference to Prime, this means the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate changed.

Administrative Fee - If you or Company request photocopies of sales slips or duplicate copies of monthly statements or any special services, including expedited replacement of your Card, you agree to pay our reasonable fees, in effect from time to time.

International Transaction Fee - We reserve the right to charge you a fee of up to one and one-half percent (1.5%) of the U.S. dollar amount of any International Transaction whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by Visa® or MasterCard®. In either case, the 1.5% will be calculated on the U.S. dollar amount provided to us by that entity.

TABLE OF FEES

* Important Note: Whether we will charge these fees, and the amount that we will charge on your Card, is dependent on what is in the Company Agreement.

Cash Advance Fee*	Up to 2.5% of the Cash Advance amount (up to a minimum of \$3.00).
Return Payment Fee*	Up to \$25 per returned payment.
Late Fee*	Either: (1) Up to 1% of full amount past due. ; or (2) Up to a flat fee of \$15.
Delinquency Fee*	Annual Percentage Rate of up to Prime + up to 6.5% is applied to the average daily balance ((past due balance + any new spend)/ days in cycle).
Convenience Check Fee*	Up to 2% of check amount (up to a minimum of \$2.50).
International Transaction Fee*	Up to 1.5% of the U.S. Dollar amount charged.
Rush Card Fee	\$25 per Card requested.
Corporate Card Travel Rewards	\$75 per Card per year.
Executive Card*	Up to \$325 per Card per year.

MERCHANT CATEGORY CODE (MCC)	MCC DESCRIPTION
Airlines	
3000	United AirlinesUNITED
3001	American AirlinesAMERICAN
3002	Pan AmericanPAN AM
3003	EUROFLY AIRLINES
3004	DRAGONAIR
3005	British AirwaysBRITISH A
3006	Japan Air LinesJAL
3007	Air FranceAIR FRAN
3008	LufthansaLUFTHAN
3009	Air CanadaAIR CAN
3010	Royal Dutch Airlines (KLM)KLM
3011	AeroflotAEROFLOT
3012	QantasQANTAS
3013	AlitaliaALITALIA
3014	Saudi Arabian AirlinesSAUDI AI
3015	Swiss International Air LinesSWISS AIR
3016	Scandinavian Airline System (SAS)SAS
3017	South African AirwaysSAFRICAN
3018	Varig (Brazil)VARIG
3019	GRMNWG AIR
3020	Air IndiaAIR-INDI
3021	Air AlgeriaAIRALGER
3022	Philippine AirlinesPHILIPP
3023	MexicanaMEXICANA
3024	Pakistan InternationalPAKISTAN
3025	Air New Zealand Limited InternationalAIR NZ
3026	Emirates AirlinesEMIRATES
3027	Union de Transports AeriensUTAAIR
3028	Air MaltaAIRMALTA
3029	SN Brussels AirlinesSNBR AIR
3030	Aerolineas ArgentinasAERO ARG
3031	Olympic AirwaysOLYMPICA
3032	EI AIEL AL
3033	Ansett AirlinesANSETT
3034	Trans Australian Airways-TAA
3035	Tap (Portugal)TAP
3036	VASP (Brazil)VASP
3037	EgyptAirEGYPTAIR
3038	Kuwait AirwaysKUWAIT
3039	AviancaAVIANCA
3040	Gulf Air (Bahrain)GULF AIR
3041	BalkanBulgarian AirlinesBALKAN
3042	FinnairFINNAIR
3043	Aer LingusAERLING
3044	Air LankaAIR LANKA
3045	Nigeria AirwaysNIGERIA
3046	Cruzerio do Sul (Brazil)CRUZERIO
3047	THY (Turkey)THY
3048	Royal Air MarocAIRMARO

3049	Tunis Air	TUNIS AI
3050	Icelandair	ICELANDA
3051	Austrian Airlines	AUSTRIAN
3052	LAN Airlines	LAN AIR
3053	AVIACO (Spain)	AVIACO
3054	LADECO (Chile)	LADECO
3055	LAB (Bolivia)	LAB
3056	QUEBECAIRE	
3057	EAST/WEST AIRLINES (AUSTRALIA)	
3058	Delta	DELTA
3059	DBA LUFTFAHRTGESELLSCHAFT MBH - DBA Air	
3060	Northwest Airlines	NWAAIR
3061	Continental	CONTINEN
3062	HAPAG-LLOYD EXPRESS - HLX Air	
3063	U.S. Airways	USAIRWYS
3064	Adria Airways	ADRIA AIR
3065	Air Inter	AIRINTER
3066	Southwest Airlines	SOUTHWES
3067	Vanguard Airlines	VANGUARD
3068	Air Astana	AIRSTANA
3069	SUNCTRYAIR	
3071	Air British Columbia	AIR B R C
3072	CEBU Pacific Airlines	
3075	Singapore Airlines	SINGAPOR
3076	Aeromexico	AEROMEXI
3077	Thai Airways	THAI AIRW
3078	China Airlines	CHINA AIR
3079	Jetstar Airways	JETSTAR
3081	NORDAIR	
3082	Korean Airlines	KOREAN
3083	Air Afrique	AIR AFRIQ
3084	Eva Airways	EVA AIR
3085	Midwest Express Airlines	MIDWEST
3086	Carnival Airlines	
3087	Metro Airlines	METROAI
3088	Croatia Air	CROATIA
3089	Transaero	TRANSAERO
3090	Uni Airways	UNIAIR
3092	Midway Airlines	
3094	Zambia Airways	ZAMBIA A
3096	Air Zimbabwe	AIR ZIMBA
3097	Spanair	SPANAIR
3098	Asiana Airlines	ASIANA
3099	Cathay Pacific	CATHAYPA
3100	Malaysian Airline System	MALAY AI
3102	Iberia	IBERIA
3103	Garuda (Indonesia)	GARUDA
3106	Braathens S.A.F.E. (Norway)	BRAATHEN
3110	WINGS AIRWAYS	
3111	British Midland	BRITISH M
3112	Windward Island	WINDWARD
3115	TOWER AIR	
3117	Venezolana Internacional de Aviacion	VIASA
3118	VALLEY AIRLINES	
3125	Tan Airlines	TAN AIR

3126	Talair PTY Ltd.
3127	Taca InternationalTACA INT
3129	Surinam AirwaysSURINAM
3130	Sunworld International AirwaysSUNWORLD
3131	VLM AirlinesVLM
3132	Frontier AirlinesERONTIER
3133	SUNBELT AIRLINES
3135	Sudan AirwaysSUDANAIR
3136	Qatar Airways Company W.L.L.QATAR AIR
3137	SINGLETON
3138	SIMMONS AIRLINES
3143	SCENIC AIRLINES
3144	Virgin AtlanticVIR ATL
3145	SAN JUAN AIRLINES
3146	LuxairLUXAIR
3148	Air Littoral, S.A.LITTORAL
3151	Air ZaireAIRZAIRE
3154	PRINCEVILLE
3156	GO FLY Ltd.GOFLY
3159	Provincetown-Boston AirwaysPBA
3161	All Nippon AirwaysANAIR
3164	NorontairNORONTAI
3165	NEW YORK HELICOPTER - NY HELI
3167	Aero ContinenteAERO CONT
3170	MOUNT COOK - MT COOK AIR
3171	Canadian AirlinesCANADIAN
3172	Nation AirNATIONAL
3174	JetBlue AirwaysJETBLUE
3175	Middle East AirMIDEASTA
3176	METROFLIGHT AIRLINES - METROFLT AIR
3177	AirTran AirwaysAIRTRAN A
3178	Mesa AirMESA AIR
3180	Westjet AirlinesWESTJET
3181	Malev Hungarian AirlinesMALEV
3182	LOT-Polish AirlinesLOT
3183	Oman Aviation ServicesOMAN AIR
3184	LIATLIAT
3185	LAV Linea Aeropostal VenezolanaLAV
3186	LAP Lineas Aereas ParaguayasLAP
3187	LACSA (Costa Rica)LACSA
3188	Virgin ExpressVIR EXP
3190	Jugoslav AirJUGOSLAV
3191	Island AirlinesISLANDAI
3192	Iran National
3193	Indian AirlinesINDIAN A
3196	Hawaiian AirHAWAIIAN
3197	Havasu AirlinesHAVASUAI
3200	Guyana AirwaysGUYANA A
3203	GOLDEN PACIFIC AIR - GOLDPAC AIR
3204	Freedom AirlinesEREEDOM
3206	China Eastern AirlinesCHINAEAST
3211	Norwegian Air ShuttleNORWEGIAN
3212	Dominicana de AviacionDOMINICA
3213	Malmo AviationMALMO AV
3215	DAN AIR SERVICES - DANAIRSERV

3216	CUMBERLAND AIRLINES - CUMBERLND	AIR
3217	CSA Ceskoslovenske Aerolinie	CSA
3218	CROWN AIR	
3219	Compania Panamena de Aviacion (Copa)	COPA
3220	Compania Faucett	COMPANIA
3221	Transportes Aeos Militares Ecuatorianos	TAME AIR
3222	Command Airways	COMMAND
3223	Comair	COMAIR
3226	Skyways	SKYWAYS
3228	Cayman Airways	CAYMANAI
3229	SAETA (Sociedad Ecuatorianas De Transportes Aereo)	SAETA AIR
3231	SAHSA (Servicio Aero de Honduras)	SAHSA
3233	CAPITOL AIR	
3234	CARIBBEAN AIRLINES	CARIBBEAN AIR
3235	BROCKWAY AIR	
3236	Air Arabia Airline	AIR ARAB
3238	BEMIDJI AIRLINES	
3239	Bar Harbor Airlines	BARHARBO
3240	Bahamasair	BAHAMASA
3241	Aviateca (Guatemala)	AVIATECA
3242	Avensa	AVENSA
3243	Austrian Air Service	AUSTRAIR
3245	EasyJet	EASYJET
3246	Ryanair	RYANAIR
3247	Gol Airlines	GOL
3248	Tam Airlines	TAM
3251	Aloha Airlines	A LOH AI
3252	ALM Antilean Airlines	ALM
3253	America West	
3254	U.S. AIR SHUTTLE	
3256	Alaska Airlines Inc.	ALASKA A
3259	American Trans Air	ATA AIR
3260	Spirit Airlines	SPIRIT
3261	Air China	AIR CHINA
3262	RENO AIR, INC. - RENO AIR	
3263	Aero Servicio Carabobo	A SERCA
3265	Airspur Helicopters	
3266	Air Seychelles	AIR SEYC
3267	Air Panama International	AIR PANA
3280	Air Jamaica	AIR JAMA
3282	Air Djibouti	AIR DJIB
3284	AERO VIRGIN ISLANDS - AER	VIRGINIS
3285	Aero Peru	AEROPERU
3286	Aero. Nicaraguenses	AERO NIC
3287	Aero Coach Aviation	AEROCOAC
3292	Cyprus Airways	CYPRUSA
3293	Ecuatoriana	ECUATORI
3294	Ethiopian Airlines	ETHIOPIA
3295	Kenya Airways	KENYAAIR
3296	Air Berlin (AIRBERLIN)	
3297	Tarom Romanian Air Transport	TAROM AIR
3298	Air Mauritius	AIRMAURI
3299	Wideroes Flyveselskap	WIDEROES
3300	Azul Air	
3301	Wizz Air	

Car Rental

3351	Affiliated Auto Rental
3352	American International
3353	Brooks Rent A Car
3354	Action Auto Rental
3355	SIXT Car Rental
3357	Hertz
3359	Payless Car Rental
3360	Snappy Car Rental
3361	Airways Rent-A-Car
3362	Altra Auto Rental
3364	Agency Rent-A-Car
3366	Budget Rent-A-Car
3368	Holiday Rent-A-Car
3370	Rent A Wreck
3374	Accent Rent-A-Car
3376	Ajax Rent-A-Car
3380	Triangle Rent A Car
3381	Europ Car
3385	Tropical Rent-A-Car
3386	Showcase Rental Cars
3387	Alamo Rent-A-Car
3388	Merchants Rent-A-Car
3389	Avis Rent A Car
3390	Dollar Rent A Car
3391	Europe By Car
3393	National Car Rental
3394	Kemwell Group Rent-A-Car
3395	Thrifty Car Rental
3396	Tilden Rent-A-Car
3398	Econo Car Rent-A-Car
3400	Auto Host Car Rental
3405	Enterprise Rent-A-Car
3409	General Rent-A-Car
3412	A1 Rent-A-Car
3414	GODFREY NATL RENT-A-CAR
3420	ANSA International
3421	Allstate Rent-A-Car
3423	Avcar Rent-A-Car
3425	Automate Rent-A-Car
3427	Avon Rent-A-Car
3428	Carey Rent-A-Car
3429	Insurance Rent-A-Car
3430	Major Rent-A-Car
3431	Replacement Rent-A-Car
3432	Reserve Rent-A-Car
3433	Ugly Duckling Rent-A-Car
3434	USA Rent-A-Car
3435	Value Rent-A-Car
3436	Autohansa Rent-A-Car
3437	CITE RENT -A-CAR
3438	Interent Rent-A-Car
3439	Milleville Rent-A-Car
3441	Advantage Rent A Car

Hotels

3501	Holiday Inns
3502	Best Western Hotels
3503	Sheraton
3504	Hilton Hotels
3505	Forte Hotels
3506	Golden Tulip Hotels
3507	Friendship Inns
3508	Quality Inns
3509	Marriott
3510	Days Inns
3511	Arabella Hotels
3512	Intercontinental Hotels
3513	Westin
3514	Amerisuites
3515	Rodeway Inns
3516	LaQuinta Inns
3517	Americana Hotels
3518	Sol Hotels
3519	Pullman International Hotels
3520	Meridien Hotels
3521	Royal Lahaina Resort
3522	Tokyo Hotel
3523	Peninsula Hotels
3524	WelcomGroup Hotels
3525	Dunfey Hotels
3526	Prince Hotels
3527	Downtowner Passport
3528	Red Lion Inns
3529	CP (Canadian Pacific) Hotels
3530	Renaissance Hotels
3531	Kauai Coconut Beach Resort
3532	Royal Kona Resort
3533	Hotel Ibis
3534	Southern Pacific Hotel
3535	Hilton International
3536	AMFAC Hotels
3537	ANA Hotels
3538	Concorde Hotels
3539	Summerfield Suites Hotel
3540	Iberotel Hotels
3541	Hotel Okura
3542	Royal Hotels
3543	Four Seasons Hotels
3544	Ciga Hotels
3545	Shangri-La International
3546	Sierra Suites Hotel
3547	Breakers Resort
3548	Hotels Melia
3549	Auberge des Gouverneures
3550	Regal 8 Inns
3551	Mirage Hotel and Casino
3552	Coast Hotel
3553	Park Inns International
3554	Pinehurst Resort
3555	Treasure Island Hotel and Casino

3556	Barton Creek Resort
3557	Manhattan East Suite Hotels
3558	Jolly Hotels
3559	CANDLEWOOD SUITES
3560	Aladdin Resort and Casino
3561	Golden Nugget
3562	Comfort Inns
3563	Journey's End Motels
3564	Sam's Town Hotel and Casino
3565	Relax Inns
3566	Garden Place Hotel
3567	Soho Grand Hotel
3568	Ladbroke Hotels
3569	Tribeca Grand Hotel
3570	Forum Hotels
3571	Grand Wailea Resort
3572	Miyako Hotel
3573	Sandman Hotels
3574	Venture Inn
3575	Vagabond Hotels
3576	La Quinta Resort
3577	Mandarin Oriental Hotels
3578	Frankenmuth Bavarian
3579	Hotel Mercure
3580	Hotel Del Coronado
3581	Delta Hotels
3582	California Hotel and Casino
3583	SAS Hotels
3584	Princess Hotels International
3585	Hungar Hotels
3586	Sokos Hotel
3587	Doral Hotels
3588	Helmsley Hotels
3589	Doral Golf Resort
3590	Fairmont Hotels
3591	Sonesta Hotels
3592	Omni Hotels
3593	Cunard Hotels
3594	Arizona Biltmore
3595	Hospitality Inns
3596	Wynn Las Vegas
3597	Riverside Resort and Casino
3598	Regent International Hotel
3599	Pannonia Hotels
3600	Saddlebrook Resort Tampa
3601	TradeWinds Resorts
3602	Hudson Hotel
3603	Noah's Hotel
3604	Hilton Garden Inn
3605	Jury's Doyle Hotel Group
3606	Jefferson Hotel
3607	Fontainebleau Resort
3608	Gaylord Opryland
3609	Gaylord Palms
3610	Gaylord Texan

3611	C MON INN
3612	Movenpick
3613	Microtel Inn and Suites
3614	AmericInn
3615	Travelodge
3616	Hermitage Hotel
3617	America's Best Value Inn
3618	Great Wolf
3619	ALOFT
3620	Binion & Horseshoe Club
3621	Extended Stay
3622	Merlin Hotel Group
3623	Dorint Hotels
3624	Lady Luck Hotel and Casino
3625	Hotel Universale
3626	Studio Plus
3627	Extended Stay America
3628	Excalibur Hotel and Casino
3629	Dan Hotels
3630	Extended Stay Deluxe
3631	Sleep Inns
3632	Phoenician
3633	Rank Hotels
3634	Swissotel
3635	Reso Hotel
3636	Sarova Hotels
3637	Ramada Inns
3638	Howard Johnson
3639	Mount Charlotte Thistle
3640	Hyatt Hotels
3641	Sofitel Hotels
3642	Novotel Hotels
3643	Steigenberger Hotels
3644	EconoLodges
3645	Queens Moat Houses
3646	Swallow Hotels
3647	Husa Hotels
3648	De Vera Hotels
3649	Radisson Hotels
3650	Red Roof Inns
3651	Imperial London Hotels
3652	Embassy Hotels
3653	Penta Hotels
3654	Loews Hotels
3655	Scandic Hotels
3656	Sara Hotels
3657	Oberoi Hotels
3658	New Otani Hotels
3659	Taj Hotels International
3660	Knights Inn
3661	Metropole Hotels
3662	Circus Circus Hotel and Casino
3663	Hoteles El Presidente
3664	Flag Inns
3665	Hampton Inn Hotels

3666	Stakis Hotels
3667	Luxor Hotel and Casino
3668	Maritim Hotels
3669	Eldorado Hotel and Casino
3670	Arcade Hotels
3671	Arctia Hotels
3672	Campanile Hotels
3673	IBUSZ Hotels
3674	Rantasipi Hotels
3675	Interhotel CEDOK
3676	Monte Carlo Hotel and Casino
3677	Climat de France Hotels
3678	Cumulus Hotels
3679	Silver Legacy Hotel and Casino
3680	Hoteis Othan
3681	Adams Mark Hotels
3682	Sahara Hotel and Casino
3683	Bradbury Suites
3684	Budget Hosts Inns
3685	Budgetel Inns
3686	Susse Chalet
3687	Clarion Hotels
3688	Compri Hotels
3689	Consort Hotels
3690	Courtyard by Marriott
3691	Dillon Inn
3692	Doubletree Hotels
3693	Drury Inn
3694	Economy Inns of America
3695	Embassy Suites
3696	Excel Inn
3697	Fairfield Hotels
3698	Harley Hotels
3699	Midway Motor Lodge
3700	Motel 6
3701	La Mansion Del Rio
3702	Registry Hotels
3703	Residence Inn
3704	Royce Hotels
3705	Sandman Inn
3706	Shilo Inn
3707	Shoney's Inn
3708	Virgin River Hotel and Casino
3709	Super 8 Motels
3710	Ritz Carlton
3711	Flag Inns (Australia)
3712	Buffalo Bill's Hotel and Casino
3713	Quality Pacific Hotel
3714	Four Seasons (Australia) Hotels
3715	Fairfield Inn
3716	Carlton Hotels
3717	City Lodge Hotels
3718	Karos Hotels
3719	Protea Hotels
3720	Southern Sun Hotels

3721	Conrad Hotels
3722	Wyndham
3723	Rica Hotels
3724	Inter Nor Hotels
3725	Sea Pines Resort
3726	Rio Suites
3727	Broadmoor Hotel
3728	Ballys Hotel and Casino
3729	John Ascuagas Nugget
3730	MGM Grand Hotel
3731	Harrahs Hotels and Casinos
3732	Opryland Hotel
3733	Boca Raton Resort
3734	Harvey Bristol Hotels
3735	Masters Economy Inns
3736	Colorado Belle Edgewater Resort
3737	Riviera Hotel and Casino
3738	Tropicana Resort and Casino
3739	Woodside Hotels and Resorts
3740	TownePlace Suites
3741	Millennium Hotels
3742	Club Med
3743	Biltmore Hotel and Suites
3744	Carefree Resorts
3745	St. Regis Hotel
3746	Eliot Hotels
3747	Club Corp/Club Resorts
3748	Wellesley Inns
3749	Beverly Hills Hotel
3750	Crowne Plaza Hotels
3751	Homewood Suites
3752	Peabody Hotels
3753	Greenbriar Resorts
3754	Amelia Island Plantation
3755	Homestead
3756	South Seas Resorts
3757	Canyon Ranch
3758	Kahala Mandarin Oriental Hotel
3759	Orchid at Mauna Lani
3760	Halekulani Hotel/Waikiki Parc
3761	Primadonna Hotel and Casino
3762	Whiskey Pete's Hotel and Casino
3763	Chateau Elan Winery and Resort
3764	Beau Rivage Hotel and Casino
3765	Bellagio Hotel and Casino
3766	Fremont Hotel and Casino
3767	Main Street Hotel and Casino
3768	Silver Star Hotel and Casino
3769	Stratosphere Hotel and Casino
3770	SpringHill Suites
3771	Caesars Hotel and Casino
3772	Nemacolin Woodlands
3773	Venetian Resort Hotel and Casino, The
3774	New York, New York Hotel and Casino
3775	Sands Resort

3776	Nevele Grande Resort and Country Club
3777	Mandalay Bay Resort
3778	Four Points Hotels
3779	W Hotels
3780	Disney Resorts
3781	Patricia Grand Resort Hotels
3782	Rosen Hotels and Resorts
3783	Town and Country Resort & Convention Center
3784	First Hospitality Hotels
3785	Outrigger Hotels & Resorts
3786	Ohana Hotels of Hawaii
3787	Caribe Royale Resort Suites & Villas
3788	Ala Moana Hotel
3789	Smugglers Notch Resort
3790	Raffles Hotels
3791	Staybridge Suites
3792	Claridge Casino Hotel
3793	The Flamingo Hotels
3794	Grand Casino Hotels
3795	Paris Las Vegas Hotel
3796	Peppermill Hotel Casino
3797	Atlantic City Hilton
3798	Embassy Vacation Resort
3799	Hale Koa Hotel
3800	Homestead Suites
3801	Wilderness Hotel and Golf Resort
3802	The Palace Hotel
3803	The Wigwam Golf Resort and Spa
3804	The Diplomat Country Club and Spa
3805	The Atlantic
3806	Princeville Resort
3807	Element
3808	LXR (Luxury Resorts)
3809	Settle Inn
3810	La Costa Resort
3811	Premier Inn
3812	Hyatt Place
3813	Hotel Indigo
3814	The Roosevelt Hotel NY
3815	Holiday Inn Nickelodeon
3816	HOME2 Suites
3817	Affinia
3818	MAINSTAY SUITES
3819	Oxford Suites
3820	Jumeirah Essex House
3821	Caribe Royale
3822	Crossland
3823	Grand Sierra Resort
3824	Aria Hotels
3825	Vdara
3826	Autograph
3827	Galt
3828	Cosmopolitan Hotel
3829	Country Inn By Carlson
3830	Park Plaza Hotel

3831	Waldorf
3832	Curio Hotels
3833	Canopy
3834	Baymont Inn & Suites
3835	Dolce
3836	Hawthorne Suites by Wyndham