

Customer Name: _____**Date:** _____

THIS COMMERCIAL CARD AGREEMENT (the “Agreement”) is made and entered into as of the date set forth above by the business whose name is set forth above (“Company”) with Regions Bank (“Bank”). This Agreement contains the terms and conditions under which Bank will issue a commercial card accounts and cards at Company’s request (each, a “Card”).

1. CARDS TO BE ISSUED TO COMPANY

Company has requested Bank to establish credit and/or purchasing card account(s) that may be accessed in the following manners through physical card, card not present transactions and/or virtual card issuance (collectively, “Commercial Cards” or “Cards”) to make a purchase of goods and services (a “Purchase”) from those merchants that accept Visa cards as a method of payment (a “Merchant”).

In this Agreement, a “Cardholder” means the individual whose name a Card is issued to or who is designated by the Company as being authorized to use a Card and an “Authorized User” means an individual who is authorized by Company to request access to the card account through card not present transactions or virtual card issuance. The Company acknowledges that this definition of a Cardholder is for the purpose of this Agreement only and may not apply with respect to other commercial cards services or features including the Visa Corporate Liability Waiver or Travel Insurance programs.

Except as otherwise provided in Section 9 below, all Purchases on Company’s Cards will be billed to Company through a central account (a “Corporate Account”). At Company’s option, Bank may establish additional Corporate Accounts to facilitate Company’s management of expenses charged to its Cards. For each Card, Bank will establish a subaccount (a “Subaccount”) to the Corporate Account. Although fees and charges may be billed to a Corporate Account, all Purchases must be charged to a Subaccount.

2. COMPANY SETUP FORM

Company, through its duly authorized representative, has completed and submitted to Bank a set up form for each Corporate Account, which is attached to and incorporated into this Agreement (each the “Set Up Form”). Among other information provided on the Set-Up Form, Company has designated the options it has chosen regarding Cards to be issued under this Agreement, including Company’s billing and payment cycles, and whether Company has requested access to the commercial card account(s) through card not present transaction (“CNP” or “Virtual Cards”), and has requested Individual or Company Billing (as defined in Section 9 below). The Set-Up Form also includes Bank’s current Fee Schedule and Revenue Sharing Schedule for Commercial Cards.

3. ISSUANCE OF PHYSICAL CARDS

Company must designate a minimum of at least ten (10) Cardholders who each will receive a Card. On the Set Up Form Company has designated the initial Cardholders and Authorized Users for physical cards. Company must follow Bank's procedures (as they may be modified from time to time by Bank in its sole discretion) to designate additional Cardholders and Authorized Users. Company agrees to notify Bank immediately, by telephone, followed by prompt written notice, if (a) any physical card is lost, stolen or subject to unauthorized use, or (b) Company terminates a Cardholder's or Authorized User's authority to use a physical card.

4. COMPANY'S RESPONSIBILITY FOR USE OF COMMERCIAL CARDS

All Commercial Cards shall at all times remain the property of Bank, may be canceled by Bank at any time, and must be surrendered by Company on Bank's demand. Company accepts complete responsibility for all transactions on all Commercial Cards issued at the request of Company's Commercial Card Administrator (as defined below), and for all charges and fees due under this Agreement. Company also accepts complete responsibility for assuring that all use of its Commercial Cards complies with the requirements of this Agreement.

Company must appoint and designate a person as a Commercial Card Administrator "Commercial Card Administrator" on the Set Up Form. While not required, as best practice a Company should appoint and designate two or more commercial card administrators. m. The Commercial Card Administrator(s) are responsible for managing Company's use of the Cards through the online card management system made available by Bank (the "Card Management System"), including but not limited to, designate and authorizing Cardholders and Authorized Users. Among other responsibilities, the Commercial Card Administrator(s) shall provide notice to Bank of any changes to the information provided in the Set Up Form and to any other information with respect to the Cardholders, Authorized Users or the use of Commercial Cards, including without limitation, any limits Company may place on the transaction type, amount or frequency permitted for Commercial Card use generally and/or by any Cardholder or Authorized User.

Company is responsible for reviewing all billing statements and other transaction activity reports made available through the Card Management System and for reporting any errors and unauthorized transactions on the Commercial Cards. Bank shall have no obligation to provide Company with statements or other reports of any transactions occurring more than twenty-four (24) months prior to the date any such report is requested.

5. LIMITATIONS ON USE OF COMMERCIAL CARDS

The Commercial Cards may be subject to various limitations regarding transaction type, amount and frequency, as agreed upon in writing between Company and Bank. Company agrees that these limitations are reasonable and fully meet the needs of Company for security and control over its Commercial Cards, while at the same time affording the Cardholders and any Authorized Users sufficient access to the Cards. Company acknowledges that, under the rules governing the processing of Visa card transactions, transactions in an amount below certain floor limits established will not be subject to prior authorization or approval at the point-of-sale and will, therefore, bypass the routine authorization process for transaction approval. Company accepts full responsibility for payment of all such transactions, even if any such transaction does not comply with any transaction limitations agreed upon in writing between Company and Bank

6. PERMISSIBLE PURPOSES FOR USING COMMERCIAL CARD ACCOUNT

Business Purposes Only: Each Commercial Card may be used solely for Company's business purposes (and not for any personal, family or household purpose), and Company agrees to so advise each Cardholder and Authorized User. Company's obligations under this Agreement, however, shall not be affected or limited if any balances are incurred for non-business purposes.

No Illegal Transactions: No Commercial Card may be used for any illegal transaction. Company agrees that the Commercial Cards will be used only for transactions that are legal where they are conducted. For example, Internet gambling transactions may be illegal in some states. Display of a Visa logo by an online merchant does not mean that an Internet transaction is legal anywhere it may be conducted. Bank may charge a Commercial Card for such transactions, and will not be liable for any illegal transaction. Bank may deny authorization of any transactions identified as Internet gambling. Company agrees that Commercial Cards will not be used to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets control (or OFAC). Use of Commercial Cards in those countries may be blocked. Company accepts full responsibility for payment of all such transactions, even if any such transaction does not comply with the limitations provided in this Section.

7. ANNUAL FEE; OTHER FEES

In return for the services provided to Company by Bank under this Agreement, Company agrees to pay a nonrefundable annual fee for each physical card issued under this Agreement. The amount of the annual fee is set forth on the Fee Schedule included as part of the Set Up Form, and will be charged to the Corporate Account or, if Company has selected Individual Billing, to each Commercial Card during the first billing cycle after the Effective Date of this Agreement and during the same month of each subsequent year. Company also agrees to pay the other fees set forth on this Fee Schedule. Bank may change the amount and terms of the annual fee and any other fees (including without limitation the Late Fee provided below) by providing written notice of the change to Company as provided in Section 18.

8. CASH ADVANCES

Company has elected to not permit any Cardholder to obtain Cash Advances on any Cards.

9. PERIODIC BILLING

Individual Billing: If Company selected Individual Billing for cards, at the end of each billing cycle in which a Travel Card Subaccount has a closing credit or debit balance of more than \$1, Bank shall furnish to the Cardholder a billing statement reflecting all transactions posted to that Subaccount, all fees and charges imposed on that Subaccount under this Agreement, and any credits to that Subaccount (an "Individual Statement"). With Individual Billing, Company may not receive any billing statements, but all activity on each Travel Card will be provided to Company through the Card Management System, and Company remains obligated for payment in full of the amount billed on each Individual Statement by the Payment Due Date (as defined below) for that Statement.

Company Billing: At the end of each billing cycle in which any Subaccount has a closing credit or debit balance of more than \$1, Bank shall furnish to Company a billing statement reflecting all transactions posted to all Subaccounts, all fees and charges imposed under this Agreement, any credits to the Corporate Account or any Subaccount, and the total payment due for all Subaccounts (the "Company Statement"). If Company has chosen to receive Individual Billing for Travel Cards, an amount billed to an Individual Statement will be included on the Company Statement only if that amount is not paid by Payment Due Date.

For all Billing Statements: Among other information, the Company Statement and each Individual Statement will show the total balance owed on the Corporate Account or Subaccount, as applicable (the "New Balance") and the date by which Bank must receive payment of the New Balance (the "Payment Due Date").

10. PAYMENT IN FULL REQUIRED FOR EACH BILLING CYCLE

Regardless of the billing option that Company selects, Company agrees to pay or have paid the New Balance in full on or before the Payment Due Date shown on each Company Statement or Individual Statement, as applicable. **Unless Bank agrees otherwise in writing, Company authorizes Bank to debit Company's deposit account designated in the Set Up Form for the New Balance shown on each Company Statement and for any other fees, charges or amounts under this Agreement when due.** Company further agrees that its failure to pay the full amount owed under this Agreement on or before any Payment Due Date (which includes its failure to have sufficient funds in its designated deposit account for the amount owed on any Payment Due Date) will constitute a breach of this Agreement for which Bank may, without prior notice to Company, immediately suspend or terminate Company's ability to use Commercial Cards.

11. LATE FEE

If any New Balance on an Individual Statement or Company Statement is not paid in full within five (5) days of the Payment Due Date, Company shall pay a Late Fee equal to the greater of (a) \$10 or (b) one and one-half percent (1.5%) of that portion of the New Balance that remains unpaid.

12. CREDIT LIMIT

Bank, in its sole discretion, shall establish a total credit limit for Company (the “**Company Credit Limit**”). Company promises to keep the amount of credit outstanding under this Agreement at all times below the applicable Company Credit Limit. Subject to the requirements of applicable law, Bank at any time may increase or decrease Company Credit Limit to be effective immediately, whether in response to a request by Company or otherwise. Bank will notify Company in writing if such a change occurs.

With the approval of Bank, Company may designate activity limits and an individual credit limit for each Cardholder and Authorized User (an “**Individual Credit Limit**”), which always will be contingent upon availability of credit under Company’s Credit Limit. Company agrees to advise each Cardholder and Authorized User of the Individual Credit Limit and any activity limits applicable to that Subaccount, including but not limited to restrictions relating to the maximum number of transactions or maximum total dollar amounts permitted during a specified period of time. Company understands that once an applicable Individual Credit Limit or an activity limit is reached with respect to that Subaccount, Bank has no obligation to honor further uses of the Card associated with that Subaccount until Bank has received sufficient payment on the Subaccount, the applicable time period has expired, or Company has notified Bank of a change to the Subaccount restrictions and Bank has had a reasonable opportunity to act on that notice.

When a payment is made on the Corporate Account or any Subaccount, Bank will apply that payment as of the date that Bank receives it, but Bank may delay increasing the credit available under this Agreement for up to ten (10) days while that payment is processed. Bank does not have to honor any Purchase that would cause the outstanding balance on the Corporate Account or Subaccount (including interest and fees) to exceed the applicable Company or Individual Credit Limit. If Bank does so, this Agreement also will apply to any credit Bank extends in excess of the applicable Credit Limit, and Company agrees to pay this excess amount immediately. If Bank honors requests for credit over the applicable Credit Limit on one or more occasions, it does not mean that Bank must honor future overlimit requests.

13. UNAUTHORIZED USE OF THE ACCOUNT

Company agrees to call Bank immediately at 1-888-934-1087 if Company or any Cardholder or Authorized User knows or suspects that any Card is lost or stolen, or that any Subaccount is otherwise subject to unauthorized use. At Bank’s request, Company agrees to provide written confirmation of that report. As used in this Agreement, “unauthorized use” means the use of any Card by a person other than a Cardholder or an Authorized User who does not have actual, implied or apparent authority for such use, and from which Company receives no benefit. Company will be liable for all unauthorized use.

14. ERRORS AND BILLING DISPUTES

Company agrees to review promptly each Company Statement and to instruct each Cardholder and Authorized User to review promptly each Individual Statement. If Company or any Cardholder or Authorized User believes that a Statement is incorrect or needs additional information about a transaction shown on a Statement, Company agrees to notify Bank in writing within sixty (60) days of the date of the billing statement on which any error or disputed charge first appeared and at the address provided on that statement. If Company does not notify Bank within this time period, Company waives any rights with respect to the disputed amount to the fullest extent permitted by law. Company's notice must include the following information: both Company's name and the name of the Cardholder or Authorized User; the Subaccount Number; the dollar amount of any dispute or suspected error; the reference number for any questioned transaction; and a brief description of the dispute or alleged error.

15. SOFTWARE

Company will use the Card Management System to manage the Account and Cards and use the software and other related services approved by Bank and accessible via the Internet to request and receive cards or to make Purchases electronically (collectively, "**Software**"). The required Software may be provided to Company directly by Bank or any other service provider designated by Bank in its sole discretion (a "**Software Provider**"). If Company has requested to receive Virtual Cards on the Set Up Form, Company also has identified the specific Software that Company will use with its Virtual Cards. Company's use of the Software is subject to the terms of this Section and any terms and conditions provided on the website hosting the Software (the "**Website Terms of Use**").

License to Use Software. By issuing Cards to Company, Bank grants to Company a non-exclusive, worldwide right and license in the Software identified in the Set Up Form to use the Software exclusively for the purpose of making purchases using Company's Cards (the "**License**"), subject to the terms, conditions, and/or limitations set forth in this Section.

Company acknowledges and agrees that: (i) the scope of the License and rights granted to Company is expressly limited to those required for Company to fulfill the stated purpose of the grant, and that any and all rights which are not expressly granted to Company in this Section shall remain vested in Bank or the Software Provider (as applicable).

Company acknowledges and agrees that Bank and/or any Software Provider shall retain the right, in its reasonable business judgment, to revoke or suspend the License granted to Company and/or to suspend Company's access to the Software in the event that it reasonably believes that Company's use of the Software: (A) is in violation of state, federal, or international law or outside the scope of the License provided; (B) will subject Bank or the Software Provider (as applicable) to legal liability for which it may incur material damages; and/or (C) Company's use of the Software exceeds the rights granted to Company under the License. Company's License to use the Software shall terminate automatically upon termination of Bank's agreement to provide Cards to Company.

The License and rights granted to Company Bank under this Section are and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "**intellectual property**" as defined under Section 101 (35A) of the U.S. Bankruptcy Code.

Security Procedures for Use of Software. Bank may make available to Company certain procedures, including the use of identification codes, passwords, log-on identifications, personal or location identification numbers, repetitive codes, encryption, tokens and other security devices, systems and software (collectively, the "**Security Procedures**") that are designed to verify the authenticity of instructions, orders and other communications sent by Company using the Software (each, a "**Communication**"). Bank has no obligation to act on any Communication that fails to comply with the Security Procedures, and may refuse to act on any Communication where Bank reasonably doubts its authenticity or compliance with the Security Procedures. Bank is entitled to act on any Communication that Bank receives which is sent in Company's name and in compliance with the Security Procedures, and Bank has no obligation to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation of that Communication by Company. Bank shall have no liability for acting on, and Company shall be bound by, any Communication sent in Company's name, whether or not that Communication actually was authorized by Company.

Bank reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to Company of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, token or similar security device (a “**Security Device**”), Company shall not disclose any Security Device except to employees or agents authorized to act for Company in connection with the Cards issued to Company, and agrees to instruct its authorized employees and agents to do the same.

Company shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of each Security Device, and shall immediately notify Bank if the confidentiality or integrity of any Security Device is breached or threatened. To the fullest extent permitted by law, Company shall be solely responsible for the safekeeping of all Security Devices and assumes all risk of the disclosure or inadvertent use of any Security Device by any party whatsoever, whether such disclosure or use results from Company's negligence, deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any Security Devices.

Company also agrees that the use of these Security Procedures constitutes a commercially reasonable security procedure for Company's use of Cards. Company agrees to be bound by all Communications that are initiated in Company's name and in compliance with the Security Procedures, regardless of whether or not Company actually authorized the Communication. Bank's records demonstrating any Communication's compliance with the Security Procedures shall be deemed conclusive proof that the Communication received by Bank was authorized by Company and that Company is bound by that Communication.

Company agrees that the purpose of the Security Procedures is to verify the authenticity of Communications transmitted to Bank in Company's name, and not to detect an error in the transmission or content of any Communication. Company acknowledges that no security procedure for the detection of such errors has been agreed upon by Bank and Company, and that Bank has no obligation to investigate or discover, and shall not be liable for, errors by Company. If any Communication sent in Company's name and in compliance with the Security Procedures contains any error, to the full extent allowed by law Company shall be liable for, and shall indemnify Bank or any Software Provider (as applicable) against any claims, losses and expenses Bank may incur that arise from or relate to the erroneous Communication. Company also agrees that Bank will not be liable for any loss that Company may incur as a result of someone else using the Security Device, either with or without Company's knowledge. Company understands it could be held liable for losses incurred by Bank or another party due to someone else using your Security Device.

Acceptable Use. Company agrees to use the Software only as expressly provided by the License for its own business, and not directly or indirectly for the use or benefit of any other person, and only in compliance with all applicable laws, including, without limitations, copyright, trademark, obscenity and defamation laws and those related to data privacy and the transmission of technical or personal data. Company may not use the Software for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such list.

Indemnification. Company agrees to indemnify and hold Bank and/or any Software Provider (as applicable) harmless against all costs and expenses (including reasonable attorneys' fees) that each may incur in connection with any third party claim or action that arises from or relates to (i) Company's acts, omissions or misrepresentations under the License and/or any Online Terms, regardless of whether any acts or omissions are a breach of the License and/or any Online Terms, and/or (ii) Company's use of the Software, regardless of whether such use is in accordance with the License, any Online Terms, or applicable law.

16. THIRD PARTY PRODUCTS AND SERVICES

From time to time and in its sole discretion, Bank may make available one or more products or services provided by third parties for use in connection with Commercial Cards, such as software that enables Company to manage card settings and expenses charged to Commercial Cards. These services are not under the control of Bank and Company will be provided third party website addresses at implementation. The provider of these websites applies encryption technology to its websites to assist in the protection of the Company's information. If Company chooses to obtain such third party product or service, Company acknowledges that transactions conducted over the internet and information transmitted over the internet may be subject to interception by outside parties not under the control of the Bank or the provider of the website. In this regard, Company assumes the risk of such occurrences and releases the Bank from liability for any activity of this nature.

The Company will be issued an ID and password to gain entry into these websites. Company agrees to protect, secure and preserve the ID and password and the confidentiality of the ID and password. Company further agrees to follow all procedures issued by Bank from time to time involving the use of any Internet related products. Company acknowledges that data presented within the website on a particular day is information posted by the website provider as of the close of provider's prior business day. Any third party product or service that Company chooses to receive will be subject to the fees provided in the Fee Schedule, which may be payable to Bank, rather than the third party. Company releases Bank from liability for any claims that arise from or relate to Company's use of any such third party product or service unless such claim is proven to result directly from Bank's gross negligence or willful misconduct.

17. TRANSACTIONS IN FOREIGN CURRENCIES

For any transaction on a Commercial Card in a foreign currency, the transaction amount will be converted by Visa International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The same conversion process and fee may apply if any Foreign Transaction is reversed or credited back to the Subaccount. The amount (in U.S. dollars) of any credit associated with a particular foreign transaction is likely to differ from the original amount (in U.S. dollars) of the Card transaction due to differences in the applicable exchange rates, which may vary daily. For any transaction that is (1) made in a foreign currency or (2) processed outside of the United States, Company agrees to pay any Foreign Transaction fee imposed by Visa. The current fees are provided in the Fee Schedule, but Visa may change these rates at any time and without prior notice

18. NOTICES

Except as otherwise expressly provided in this Agreement, all notices, requests and other communications provided for hereunder must be directed to the other party at the respective addresses indicated in this Agreement and must be either (1) in writing, by first class mail, postage prepaid, (2) via facsimile, (3) via e-mail, or (4) hand delivered. Delivery shall be deemed to have occurred within three days of mailing if sent by mail, on the date of confirmation if sent by facsimile or e-mail, or on the date of delivery if hand-delivered. Either party may, by notice to the other, change its address set forth in this Agreement. Company's address for notices is set forth at the end of this Agreement. Bank's address for notices is:

Mailing Address:

Regions Bank
Attn: Commercial Card Services (ALBH40207B)
2050 Parkway Office Circle
Hoover, AL 35244

Hand-Delivery Address:

Regions Bank
Attn: Commercial Card Services (ALBH40207B)
2050 Parkway Office Circle
Hoover, AL 35244

Email Address:

tmipcargroup@regions.com

19. NONUSE OF SERVICE

In the event that Company does not use the services to be provided under this Agreement for a period of six (6) months or longer, Bank may terminate Company's ability to use the services described in this Agreement without any advance notice to Company.

20. TERMINATION

Company may terminate this Agreement at any time by providing written notice to Bank and surrendering all outstanding Commercial Cards to Bank. Except as otherwise provided by law, Bank may terminate this Agreement and/or deactivate Company's Commercial Cards at any time, without prior notice to Company.

This Agreement shall automatically be terminated without notice to Company (i) if there is a death of a guarantor or any owner or officer of Company; (ii) if Company files a petition in bankruptcy, petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets or commences any proceeding under any bankruptcy, dissolution or reorganization law or statute, or if any such proceeding is filed against it, and such petition, application or proceeding remains undismissed for a period of thirty (30) days or more; (iii) if Company becomes insolvent or generally does not pay its debts as they become due or makes a general assignment for the benefit of creditors; (iv) if Company has any substantial part of its property become subject to any levy, seizure, assignment, application for sale for or by any creditor or governmental agency; or (v) if Company fails to maintain its corporate, partnership or other business existence in good standing; or (vi) if Company, without the prior written consent of Bank, consolidates or merges with or into or acquires the stock of any other corporation or entity, sells or otherwise transfers all or substantially all of its assets, permits the sale or transfer of a material ownership interest in Company, or otherwise materially changes or permits to be materially changed its organization or corporate or ownership structure. Termination of this Agreement and/or deactivation of any Commercial Cards, for any reason shall not terminate Company's obligation to pay Bank for all amounts due under the Agreement (including, without limitation, amounts which post to the Commercial Cards) or any other Company obligation which survives such termination according to the terms of this Agreement or by implication. Upon termination, all amounts owed under this Agreement shall become immediately due and payable.

21. CHANGES TO THIS AGREEMENT

To the fullest extent permitted by applicable law, Bank may modify, add to, delete from or otherwise change any of the terms of this Agreement (including without limitation the fees and charges provided under this Agreement) at any time and from time to time in Bank's discretion upon written or electronic notice to Company, including (without limitation) by including notice with or on Company's account statement or by posting notice on Bank's official web site at <http://www.regions.com> or any subsequent official Bank web site. Company agrees that a summary of any change in the terms is sufficient notice. Any changes made by Bank shall be effective as provided in Bank's notice. Company agrees that advance notice is not required for any changes to the Card Management System or any other administrative or operational features and elements applicable to Cards (including, without limitation, security limits and restrictions) or for any changes that are in Company's favor.

22. INDEMNIFICATION

Company agrees to indemnify and hold Bank harmless from any and all liability and expense, including reasonable attorneys' fees incurred by Bank in connection with this Agreement or the performance of its duties hereunder unless the actions which give rise to the indemnity obligation are solely the result of Bank's gross negligence or willful misconduct. The terms and provisions of this Section shall survive the termination of this Agreement and/or deactivation of any Commercial Cards, for any reason.

23. LIMITATION OF BANK'S LIABILITY

Bank's duties and responsibilities are limited to those described in this Agreement. Bank will be responsible for loss sustained by Company only to the extent that such loss is caused by Bank's gross negligence or willful misconduct. In any case, liability will extend only to the resulting actual direct loss, and not to any incidental, consequential, indirect or special loss or damage. Further, Bank will not be responsible for any loss or damage resulting from any delay in the performance or any failure to perform any of its other responsibilities under this Agreement which is caused by an act of God, fire or other catastrophe, electrical, computer or system failure, acts or failures to act by Company or by third parties, or any other cause beyond Bank's reasonable control.

Visa Liability Waiver Program. Subject to applicable terms and conditions, Company may be eligible for coverage under Visa Liability Waiver Programs which provides coverage against employee misuse of the Card. Company should consult with Visa Liability Program brochures available upon request from Regions for terms and conditions of coverage. Company acknowledges that Regions is not responsible for providing any form of liability protection program on Company's behalf and that Regions makes no representations or warranties regarding any such program that may be offered by third parties.

24. COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS AND REGULATIONS

Company represents and warrants that it is and will remain in compliance with all applicable anti-money laundering laws and regulations, including (without limitation) the U.S. Bank Secrecy Act, as amended by Title III, International Money Laundering and Anti-Terrorist Financing Act of 2001, of the USA PATRIOT Act of 2001, as may be amended from time to time. Company shall from time to time promptly provide Bank with such information and documentation as Bank may request (including, without limitation, names of proposed Cardholders, names of existing Cardholders, and other identifying information relating to such proposed and existing Cardholders), and otherwise shall fully cooperate with Bank as Bank deems necessary, in order to screen and clear Cardholders against the Specially Designated Nationals list (the “**SDN List**”) of Office of Foreign Asset Control and/or to ensure compliance with applicable anti-money laundering laws and regulations. In the event Bank shall at any time determine that any existing Cardholder or proposed Cardholder cannot be cleared against the SDN List, Bank shall have the right to withhold or delay the issuance of, or to suspend or deactivate, any related Card until Company provides such information as may be necessary for Bank to clear such proposed or existing Cardholder against the SDN List. Bank reserves the right to require Company at any time and from time to time (i) independently to screen and clear proposed or existing Cardholders against the SDN List, (ii) to certify to Bank that such Cardholders have been screened and cleared against the SDN List, and (iii) to deny Card use for any transactions to any proposed or existing Cardholder as to whom Company does not or cannot provide such certification. Without limiting or diminishing any other right or remedy of Bank under this Agreement, Bank shall have the right to withhold or delay the issuance of, or to suspend or deactivate, any Card or Cards in the event Company shall fail to comply fully and faithfully with the terms and provisions of this Section 24 or in the event that Bank shall deem itself at risk for any violation of applicable anti-money laundering laws or regulations.

25. BENEFICIAL OWNERSHIP

If Company is a Legal Entity Customer, Company agrees to provide Bank with all information, documentation, and certifications that Bank requests about Beneficial Owners pursuant to 31 C.F.R. §1010.230. Company represents and warrants that the most recent of such information, documentation, and certifications submitted to Bank remains true and accurate. Further, Company certifies and confirms that Company will notify Bank immediately—and in no event no later than at any renewal—should Company have any change to its Beneficial Owners or any other person(s) or entity(ies) having any direct or indirect equity interest in Company. Nothing in this paragraph shall be construed to obligate Bank to renew this Agreement. “**Legal Entity Customer**” has its meaning set forth in 31 C.F.R. § 1010.230(e) and includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed under the laws of a foreign jurisdiction that opens an account.

26. ARBITRATION

"Any controversy, claim, dispute or issue related to or arising from (i) the interpretation, negotiation, execution, assignment, administration, repayment, modification, or extension of this Agreement; (ii) any charge or cost incurred under this Agreement; (iii) the collection of any amounts due under this Agreement; (iv) any alleged tort related to or arising out of this Agreement; or (v) any breach of any provision of this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “**AAA Rules**”).

Any disagreement as to whether a particular dispute or claim is subject to arbitration under this paragraph shall be decided by arbitration in accordance with the provisions of this paragraph. Commencement of litigation by any person entitled to demand arbitration under this paragraph shall not waive any right that person has to demand arbitration with respect to any counterclaim or other claim that may be made against that person, whether in, relating to, or arising out of such litigation, or otherwise. The Expedited Procedures of the AAA Rules shall apply in any dispute where the aggregate of all claims and the aggregate of all counterclaims each are in an amount less than \$500,000. The arbitrator(s) may award all remedies that a court could award."

Judgment upon any award rendered by the arbitrator(s) in any such arbitration may be entered in any Court having jurisdiction of the dispute. Any demand for arbitration under this Agreement shall be made no later than the date when any judicial action upon the same matter would be barred under any applicable statute of limitations. Any dispute as to whether the statute of limitations bars the arbitration of such matters shall be decided by arbitration in accordance with the provisions of this paragraph. The locale of any arbitration proceedings under this Agreement shall be in Birmingham, Alabama, or such other location as is mutually acceptable to Company and Bank.

The arbitrator(s) in any such arbitration shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. Any arbitration under this paragraph shall be on an individual basis between the parties to this Agreement only and shall not be commenced by or on behalf of a class of persons, it being the intention of the parties that there shall be no class action arbitration under this Agreement. Company and Bank specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act, and both Company and Bank each hereby waive and relinquish any right to claim otherwise. **With respect to disputes submitted to arbitration, Company and Bank each waive all rights to a trial by jury.**

27. FINANCIAL INFORMATION

Company shall deliver, upon request, to Bank as soon as available, and in any event not later than three (3) months after the end of each fiscal year of Company, Company's audited financial statements prepared by independent certified public accountants acceptable to Bank. Company further agrees to provide to Bank from time to time such other information regarding the financial condition of Company as Bank may reasonably request.

28. LIABILITY FOR TAXES

Company acknowledges that certain sales, use and other taxes may be required in conjunction with certain purchases made using the Commercial Cards. Company agrees to be liable for all such taxes and further agrees to indemnify Bank against any claim, or any expense associated with such a claim, for payment of any taxes. The terms and provisions of this Section shall survive the termination of this Agreement and/or deactivation of any Commercial Cards, for any reason.

29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and applicable federal law.

30. HEADINGS

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning.

31. VALIDITY

The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

32. ASSIGNMENT AND BINDING EFFECT

Company may not assign or transfer this Agreement, the Corporate Account, any Subaccount, or any Commercial Card without Bank's prior written acknowledgement and consent, which may be granted or withheld in Bank's absolute discretion. Bank may assign this Agreement and/or any or all of Bank's rights hereunder, or delegate any or all of Bank's responsibilities hereunder, to any third party or parties in Bank's discretion and without notice to Company. Subject to the foregoing, this Agreement shall be binding on Company and Bank and their respective successors and assigns.

33. MERGER OF AGREEMENTS

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All prior and/or contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

34. COLLECTIONS

Company agrees to pay all costs of collecting or attempting to collect any amounts due under this Agreement and all costs of defending any claim asserted against Bank arising out of or in connection with this Agreement, which costs shall include, without limitation, attorneys' fees and costs. The terms and provisions of this Section shall survive the termination of this Agreement and/or deactivation of any Commercial Cards.

35. REMEDIES; WAIVER

The rights, remedies, and recourse afforded to Bank with respect to the enforcement of this Agreement, whether arising in law or in equity, are cumulative and concurrent and may be exercised by Bank in such order and in such manner as Bank may determine in Bank's sole and absolute discretion. No delay or omission by Bank in exercising any right or remedy under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by Bank. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits Bank to take action, or not to take action, in Bank's discretion on any matter, any action or inaction on Bank's part with respect to such matter shall not obligate Bank to repeat such action or inaction with respect to similar matters that may subsequently arise. Except as otherwise required by the express terms and provisions of this Agreement, no notice to or demand on Company in any case shall entitle Company to any other or further notice or demand in similar or other circumstances.

36. SIGNATURE AND DELIVERY

Electronic and PDF signatures are deemed equivalent to original signatures for purposes of this Agreement. This Commercial Card Agreement may be issued, executed and then delivered by sending PDF or other copies hereof via email or other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of the counterparts of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable under UCC Section 3-309, UCC Section 3-604, or any other similar statute (with any provision thereunder to the contrary being waived hereby), without regard to any loss or destruction of any written counterpart hereof, the parties hereto agreeing that the possession or maintenance of an executed and delivered, scanned, electronic or digital version hereof shall constitute possession hereof and shall not constitute the destruction hereof and shall not result in the discharge of any obligation evidenced hereby, notwithstanding UCC Section 3-604 or any other similar statute. If this Commercial Card is issued via electronic signature in electronic format, it shall also constitute a "transferable record" under UETA and/or E-SIGN or other equivalent, applicable law.

37. MUNICIPAL ADVISORS

The Bank and its representatives are not registered Municipal Advisors and do not provide advice to Municipal Entities or Obligated Persons with respect to Municipal Financial Products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning Municipal Financial Products or municipal securities issuances) or engage in the solicitation of Municipal Entities or Obligated Persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. See 15 U.S.C. §78o-4.

38. COMPANY'S INTERNAL POLICY

For the limited purpose of Company's (i.e., Baldwin County Commission's) compliance with its own internal policies, the terms "Company Credit Limit" and "Individual Credit Limit" may be construed as referring to a "procurement card spending limit."

[signature page to follow]

*Please ensure signers are in accordance with borrowing resolution.

Signature of Authorized Representative 1	Signature of Authorized Representative 3
--	--

0	0
Printed Name	Printed Name

0	0
Title	Title

Signature of Authorized Representative 2	Signature of Authorized Representative 4
--	--

0	0
Printed Name	Printed Name

0	0
Title	Title

Company's Address:

Mailing Address:

Attn:

Hand-Delivery Address:

Attn:

Email Address:

Fax Number: