

REWARDS AGREEMENT

By requesting to participate in the Program in connection with your Bank of the West Corporate Credit Card account (the "Card Account") issued to the Company or the Company's Employees, you agree to be bound by these Corporate Rewards Terms and Conditions (these "Terms"). In these Terms, the words "you" or "your" mean the Company which applied for or requested to participate in the Program. "Employee" means the officers, members, managers, partners, employees, agents, or representatives designated and authorized to use the Card Account, now or in the future. The words "we", "us", "our" or "Bank" mean Bank of the West. "Company Account" means the Company's master account for all Card Accounts. "Rewards Account" means the account that accumulates points ("Points") that can be used to obtain rewards ("Rewards"). "Corporate Accrual" means that the Rewards Account is linked to the Company Account. "Individual Accrual" means that the Rewards Account is linked to an individual Card Account other than the Company Account. "Large Ticket Transaction" means a Purchase where Bank receives a diminished merchant interchange rate from the card network (e.g., Mastercard) due to the amount of the Purchase. "Merchant Partner Program" means a program of a card network in which a merchant negotiates reduced interchange for Purchases with the card network. "Billing Account" means the account that receives a billing statement (upon request, a non-billing account may receive memo statements). Unless otherwise defined in these Terms, capitalized terms shall have the meanings given in the Commercial Card Agreement between the Company and the Bank.

1. Rewards Eligibility.

- a) You must have a Card Account or a Company Account linked to a Rewards Account to participate in the Program.
- b) The current **Annual Rewards Fee** is **\$85.00** per Rewards Account. This fee will be charged to the Billing Account for the Card Account linked to the Rewards Account shortly after you join the Program and will be automatically charged each year unless such Card Account is closed by you or us.
- c) Any failure to comply with these Terms, or any fraud or misrepresentation of any information furnished to us or our affiliates by you or anyone acting on your behalf, may result in us terminating your participation in the Program. If your participation in the Program is terminated for any reason, all Points earned under your Rewards Account will be forfeited.
- d) In order to earn or redeem Points under the Program, the Card Account linked to your Rewards Account must be open and in good standing. A Card Account is not in good standing if a payment is not received by the due date or if the Card Account is over the credit limit, subject to bankruptcy, involved in fraud, charged off, closed by you or us (as determined in Bank's sole discretion), or otherwise in default under these Terms, your Credit Card Cardholder Agreement, or the Commercial Card Agreement between the Company and the Bank.

2. Accumulation of Reward Points. Each Rewards Account will earn one (1) Point for each one dollar (\$1.00) spent for eligible purchases of goods or services ("Purchases"). Cash advances, cash equivalent transactions, fraudulent transactions, finance charges, annual fees, late fees, over-limit fees and other Card Account related fees do not earn Points. Points will be deducted from the Rewards Account for any returns or credits made on the Card Account linked to that Rewards Account.

- a) When you select Corporate Accrual, all Purchases from all Card Accounts under the Company Account will earn points towards the Rewards Account. When you select Individual Accrual, all Purchases from the corresponding Card Account will earn points towards the linked Rewards Account.
- b) Each Rewards Account may earn a maximum award of 1,000,000 Points per year, unless otherwise agreed to in writing between the Company and the Bank.
- c) Bank reserves the right to exclude Large Ticket Transactions and Purchases at any merchant participating in a Merchant Partner Program from earning Points.
- d) Points will be tracked at <https://bankofthewestcorporaterewards.com/>.
- e) Bank reserves the right to deduct from the Rewards Account any Points that have been incorrectly awarded.
- f) Only Purchases made with Mastercard Card Accounts earn Points. You will not earn Points on Purchases made with Visa Card Accounts.

3. Redemption of Points. In order to earn or redeem Points for rewards under the Program, the Card Account linked to the Rewards Account must be open and in good standing.

- a) Points may be redeemed for Rewards in any designated individual's name, but can only be redeemed by the Administrator of the Rewards Account or the Administrator's designate. Points are considered fully redeemed when a Reward is issued or mailed to you.
- b) Points may be combined from designated Rewards Accounts under the same Company Account to redeem a Reward. Points may not be used in conjunction with any other type of promotion, frequency reward program, or certificates.
- c) The Bank maintains procedures to protect the availability of the Rewards redemption system. However, if the Rewards redemption system becomes temporarily unavailable, the Bank is not responsible for providing alternative redemption options and the Bank has no liability to you.

4. Expiration of Points. If the Card Account linked to the Rewards Account has no Purchases for six consecutive months, all accumulated Points shall expire. Expired Points may be reinstated for a fee. This fee will be calculated as 0.50% of the total amount of expired Points and will be charged to the Billing Account.

5. Termination of Points.

- a) Accumulated Points are not your property and cannot be bought, sold or transferred in any way. Any violator of the foregoing restriction is subject to Card Account termination, deduction of Points from the Rewards Account linked to the Card Account, and/or liability for damages and litigation and transaction costs. You or anyone claiming through you, are not entitled to compensation from us or anyone else if Points are lost, forfeited or terminated in any way.
- b) If the Billing Account for the Card Account linked to the Rewards Account is past due 60 days at any time (i.e., two payments have been missed), all accumulated Points shall be forfeited. Once the Billing Account returns to good standing, forfeited Points may be reinstated for a fee. This fee will be calculated as 0.50% of the total amount of forfeited Points and will be charged to the Billing Account.

If the Card Account linked to the Rewards Account is closed by us or you for any reason, all Points will be forfeited

6. Limitation of Liability. Neither we, nor any of our agents shall be liable for any bodily harm and/or property damage which may result from your participation in the Program nor for the performance by the rewards provider. We do not endorse, guarantee or warrant the goods and services offered by any airline, cruise provider, lodging establishment or any other vendor participating in the Program. To the fullest extent permitted by law, we and any of our agents hereby specifically disclaim any representations or warranties, express or implied, regarding the Program, Points, travel awards, and any products or services, including any warranty of merchantability or fitness for a particular purpose or implied warranties arising from course of dealing or course of performance.

7. Changing Terms. We can change, add to, delete or otherwise modify the terms of the Application or of this Agreement at any time in any way permitted by law. We will notify you of changes to this Agreement at any time in any way permitted by law. Company agrees that the change may cover all transactions made on or before the effective date of the change and any outstanding unpaid balances at that time. We do not have to send a notice of the change if it favors you, such as by reducing rates, increasing the maximum Credit Limit, etc

- a) We reserve the right to terminate the Program or to change the Program rules, benefits or Points levels, in whole or in part, at any time with or without notice, even though changes may affect your ability to use accumulated Points. Your continued participation in the Program after any change shall be deemed to be your acceptance of any such change. If you do not agree to any change of this Agreement, you must immediately cease participation in the Program. The accumulated Points do not entitle you to any vested rights with respect to Points credits, awards or benefits. We will attempt to give advance notice to you before terminating or making changes to the Program, unless immediate changes are required by law or by other circumstances beyond our control.

8. Canceling this Agreement. We have the right to cancel this Agreement at any time by sending a notice to Company. Company has the same right to cancel this Agreement at any time by sending a notice to us at BankCard Center Commercial Card Services, P.O. Box 84043, Columbus, GA 31908-4043. If this Agreement is cancelled, Company's obligation to repay amounts it already owes under this Agreement and credit extended made by Employees before surrendering all Cards to us would continue. The Cards issued under this Agreement remain our property and must be returned when this Agreement is cancelled, when any Employee's authorization is revoked by Company, or upon our request.

9. Other Agreements. Use of your Card is subject to the terms of existing regulations governing deposit accounts and other agreements and disclosures for your checking, savings and Credit Card accounts, and any future changes.

10. Miscellaneous. By signing the Agreement, Company agrees that:

- a) When we give Company notice, we may give the notice by mailing it to Company at the address shown in the application or at any address the Company may later give to us in writing;
- b) This Agreement will be governed by the laws of the State of Nebraska, and, as applicable, federal law, regardless of where the Purchases or Cash Advances are made.
- c) Our supervisory personnel may listen to and record your telephone calls to us for the purpose of monitoring and improving the quality of service you receive.
- d) Company will not assign this Agreement to any other entity or person, including any purchaser of Company's business or any company into which Company may be merged, without our written consent.
- e) Company will notify us promptly in writing of any (i) changes to Company's name, address, legal status or corporate structure, or (ii) the occurrence of any default on Company's part under the terms of this Agreement; or (iii) any litigation or claims of any kind which might subject Company to any liability exceeding \$10,000.
- f) You will consult your tax advisor concerning any income or other tax consequences that may be related to the Program. Liability for any applicable federal, state or local tax arising out of the accumulation or redemption of Points shall be your sole responsibility.
- g) The Program is void where prohibited by federal, state or local law.

11. Changing or Terminating Rewards Program.

- a) We can change, add to, delete, or otherwise modify the Program, the Rewards, or the Points, even though such change may affect your ability to use accumulated Points. Your continued participation in the Program after any change shall be deemed to be your acceptance of any such change. If you do not agree to any change, you must immediately cease participation in the Program. The accumulated Points do not entitle you to any vested rights with respect to Points, Rewards, credits or benefits.
- b) We reserve the right to terminate the Rewards Program, in whole or in part, at any time with or without notice to you. We will attempt to give advance notice to you before terminating the Program, unless immediate changes are required by law or by other circumstances beyond our control.
- c) The Program is void where prohibited by federal, state or local law.

COMPANY

Primary Signatory

Company Name	Date
Tax Identification Number	Printed Signer's Name
Authorized Signature	Title


Additional Signatory (Optional)

Authorized Signature	Date
Printed Signer's Name	Title

Administrator for Rewards (no signature needed) – Administrator will be the authorized person for managing and redeeming all Rewards points

Name	Business Address
Title	
Email address	City/State/Zipcode
Business phone	

BANK OF THE WEST

Name Rochonne Sanchez	Date 10.3.19
Authorized Signature 	Title VP Liquidity Asset Management

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

