

Commercial MasterCard® and Commercial Rewards MasterCard® Credit Card Agreement

1. INTRODUCTION.

This agreement covers your MasterCard Credit Card account (your "Account") with us. In this Agreement the words "you", "your", "yours", "applicant", and "Borrowers" mean the person(s) or organization (corporation, partnership, limited liability partnership, limited liability company, sole proprietorship or other business entity) named in the application for an account, or who requested the opening of an account, the guarantor(s) for the account, or anyone who uses an account. The words "we" and "Bank", refer to BANNER BANK. The word "Card" means any one or more credit cards issued under the Bank's MasterCard Commercial Card program and MasterCard Commercial Rewards Card program. We agree to issue credit cards to certain employees, as instructed by you from time to time. Cards will be embossed with the company's name and/or the employee's name, as you direct. Cards will be issued with separate account numbers and with separate monthly billing statements. You shall be solely and primarily responsible for all charges to and amounts due on each account. You agree that each account will be used solely for business purposes. You may make purchases and obtain cash advances by using your cards, or the account number. Using or allowing someone else to use an account means you accept this agreement. Each time you use an account, you are representing that you intend, and have the ability, to repay all amounts due on the account. You are each jointly and severally liable for all amounts due on each account regardless of which of you uses it or benefits from that use. If you are a corporation, partnership, limited liability company, or sole proprietorship, you, as the owner of the corporation, the partner, the member or the owner of the proprietorship, acknowledge your primary personal liability for all charges made on cards issued at your request (and if there is more than one of you, you will be jointly and severally liable).

2. CHARGES BY OTHERS.

You are responsible for all charges made by anyone you allow to use an account, even if they charge more than you intended. If you ask us to issue a card to someone, you are responsible for their charges until you return their card to us. As between you and the Bank, each employee to whom a card is issued shall be deemed authorized to use the account until that authority is expressly revoked by you and the employee's card is returned to the Bank. As between you and the Bank, all uses of an account by any employee to whom a card is issued (or by any person that employee provides their card to) shall be deemed authorized users and you shall be responsible for all charges thereon regardless of the purpose thereof and regardless of whether the employee violates your rules pertaining to card usage.

3. CREDIT LINE.

Your Account is a revolving line of credit line in the amount of your credit limit. We will advise you of the amount of your credit limit. Your credit limit will be the maximum amount you may have outstanding at any one time under your credit line. You agree not to attempt to obtain more credit than the amount of your overall credit limit and individual credit limits for each card we establish for you. However, if you temporarily exceed your credit limit, you agree to pay any over limit fees and repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your credit limit. We retain the right to increase or decrease your credit limit at any time for any reason. Any increase or reduction on the limit of your credit limit will be shown on your monthly statement or by separate notice together with any changes in the applicable minimum monthly payments. Your eligibility for this credit line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. You may close your credit line at any time by notifying us in writing and returning all Cards cut in half. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of the Agreement and your liability hereunder shall otherwise remain in full force and effect until you have paid us all sums due under this Agreement and returned all Cards.

4. ACCOUNT ACCESS.

You may use your Card and your Account to purchase goods or services, obtain balance transfers and obtain cash advances. No transaction may exceed the available funds in your Account. We may not honor your request for a transaction if: the request would exceed your credit limit; you are in default under this Agreement; your Account has been terminated or suspended, or your Account has not been activated.

Purchases. You may use your Account to purchase goods or services wherever the Card is honored, up to the full amount of your credit limit. However, you may not use your Card to initiate any type of electronic gambling transaction through the Internet.

Cash Advances. You may use your Account to obtain cash advances from us, from participating financial institutions and from automated teller machines ("ATM"). These cash advances are subject to a cash advance credit limit, with is 50% of your credit line. The maximum cash advance you may obtain at any ATM is \$500.

5. YOUR PROMISE TO PAY.

You promise to pay us for all purchases, cash advances and balance transfers, plus any FINANCE CHARGE, fees and other charges which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you receive no benefit from the use. The total outstanding balance of your Account on the closing date of a billing cycle, including any FINANCE CHARGE will be shown on your monthly statement for that billing cycle as the "New Balance." You promise to pay us either by direct payment or by automatic transfers from your bank deposit account.

6. FINANCE CHARGE:

a. When a FINANCE CHARGE will accrue.

Purchases. A FINANCE CHARGE will be imposed on purchases from the date each purchase is posted to your Account to the date paid. If, however, the outstanding balance on your prior monthly statement was paid in full prior to the statement due date or was zero and you pay your entire New Balance in full within 25 days after the closing date, no FINANCE CHARGE will be imposed on your purchases. This "grace period for purchases" allows you to avoid a FINANCE CHARGE on purchases for a billing cycle.

Cash Advances. A FINANCE CHARGE will be imposed on cash advances from the date each cash advance is posted to your Account to the date paid. There is no time period within which to pay to avoid a periodic FINANCE CHARGE on cash advances.

b. Periodic Rates used to compute FINANCE CHARGE

..... **Corresponding Periodic Rate**..... **ANNUAL PERCENTAGE RATE**

Card Purchases:..... 0.9992% per month..... 11.99%

Cash Advances:..... 1.5000% per month..... 18.00%

c. Method used to determine the balance on which the Finance Charge may be computed and amount of Finance Charge. We figure the FINANCE CHARGE on your purchases by applying the Periodic Rate for purchases to the "Average Daily Balance" of purchases for your Account (including current transactions). To get the "Average Daily Balance" we take the beginning purchase balance of your Account each day, add any new purchases and subtract any payments or credits and unpaid FINANCE CHARGE. This gives us the daily balance for purchases. Then we add up all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the Average Daily Balance for purchases.

We figure the FINANCE CHARGE on your cash advances by applying the Periodic Rate for cash advances to the "Average Daily Balance" of cash advances for your Account (including current transactions). To get the "Average Daily Balance" we take the beginning cash advance balance of your Account each day, add any new cash advances and subtract any payments or credits and unpaid FINANCE CHARGE. This gives us the daily balance for cash advances. Then we add up all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the Average Daily Balance for cash advances.

The FINANCE CHARGE imposed during the billing cycle will be determined by multiplying the applicable Average Daily Balance by the applicable Periodic Rate.

7. OVER-LIMIT CHARGES:

An Over-Limit Charge equal to \$20.00, shall be imposed if you exceed your credit limit or your cash advance credit limit.

8. ANNUAL FEE:

a. For Commercial MasterCard, no Annual Fee shall be charged.

b. For Commercial MasterCard Rewards, an Annual Fee of \$10.00 per each card issued on the account. The first Annual Fee(s) will be charged at account opening.

9. LATE CHARGES:

If your minimum required payment is not received within 5 days after the scheduled monthly due date, a late charge of \$20.00 will be imposed.

10. OTHER CHARGES THAT MAY BE IMPOSED:

We may also impose the following fees and charges on your Account:

a. Returned Item Charge. If any check or draft we receive from you as payment for any amount you owed to us is returned to us unpaid, no return item fee will be imposed.

b. Retrieval Fee. If you have a question about a transaction and you request a copy of the document from us, we will charge you retrieval fee of \$2.00 per item. You will be charged this fee if the request is part of an error resolution process, unless it proves to be our error.

c. Card Replacement Fee. We will impose a \$5.00 card replacement fee for each Card which is lost, stolen, or damaged.

d. Card Recovery. We will impose a fee of \$65.00 for recovering your card due to an over-limit or delinquent account status.

e. Miscellaneous Photocopying. If you request a copy of a sales draft or monthly statement, we may charge your Account \$4.00-\$8.00 for the sales draft and \$2.00 per billing statement. These charges cover the cost of locating, copying, and delivering the documents to you. If a request is related to a billing error and an error is found, we will reverse any photocopying charges.

f. ATM Fees. If you use an ATM to obtain a cash advance and the ATM is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to your Account if you complete the transaction.

g. Attorney's Fees and Costs. If you default on any part of this Agreement, you agree to pay us all costs to collect your Account, including court costs and reasonable attorney fees and collection agency costs whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable.

11. MONTHLY STATEMENTS:

Each month we will send you a statement showing purchases, balance transfers, cash advances, payments, and credits made to your Account during the billing cycle, as well as your New Balance, any FINANCE CHARGE and any late charge or other charges. Your monthly statement also will identify the minimum monthly payments you must make for that billing period and the date it is due. You agree to retain for statement verification, copies of transaction slips resulting from each purchase, each advance, and other transaction on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account.

12. MINIMUM PAYMENT:

- a. The minimum payment required is the New Balance shown on your monthly statement if the amount is equal to or less than \$25.00.
- b. If the New Balance exceeds \$25.00 the minimum payment is 3.0% of that portion of the New Balance which does not exceed your credit limit (rounded up to the nearest dollar), or \$25.00, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, plus any outstanding late charges and other fees and charges.

13. PAYING YOUR ACCOUNT:

You agree that you will pay each month not less than the minimum monthly payment on or before the scheduled monthly due date shown on your statement. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, and money orders marked "paid in full", without prejudice to our rights under this Agreement, which are hereby explicitly reserved.

14. APPLICATION OF PAYMENTS:

Payments to your Account will be applied in the following order: previously billed and unpaid FINANCE CHARGE, fees, then payments will be allocated to balances in the following order: Balance Transfers, Purchases, and then Cash Advances.

15. CONDITIONS OF ACCOUNT USE.

The use of your Card and Account are subject to the following conditions:

Ownership of Cards. Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk or illegality or unlawfulness.

Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

Foreign Transactions. Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by MASTERCARD International, Inc. is a rate selected by MASTERCARD from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MASTERCARD itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee of 1.10% of the transaction amount for any card transaction made in a foreign country.

Personal Identification Number. We will issue you a PIN for use with your Card at ATMs. These numbers are issued to you for your security purposes. These numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your Accounts. To keep your Account secure, please do not write your PIN on your Card or keep it in the same place as your Card.

Notices and Payments. All notices will be sent to your address as shown in the application. You agree to advise us promptly if you change your mailing address. All payments should be mailed to us at the remittance address shown on your monthly statements. Payments received at that address will be credited to your Account as of the date received.

16. DEFAULT:

You will be in default under this Agreement if any of the following occur: (a) any minimum monthly payment is not made when due; (b) you become insolvent, bankrupt, or you die; (c) you violate any part of this Agreement, or any other agreement with us; or (d) if we reasonably deem ourselves insecure on your credit line. We will notify you in writing of any such action as soon as practical if it occurs. Upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any attorney's fees and costs including collection agency cost incurred by us. We can delay enforcing any right under this Agreement without losing that right or any other right.

17. CREDIT INFORMATION/FINANCIAL STATEMENTS:

You authorize us to release information to others (e.g., credit bureaus, merchants, and other financial institutions) regarding the status and history of your credit line. You agree to provide us, at any time we deem necessary, with a current financial statement and updated credit information upon request. We may investigate your credit directly or through a credit reporting agency.

18. LIABILITY FOR UNAUTHORIZED USE:

If we issue less than ten cards, you may be liable for any unauthorized use; provided, however, that you will not be liable for any unauthorized use that occurs after we are notified orally or in writing at: (855) 891-4821 or (509) 526-8820 of the loss, theft or possible unauthorized use. Liability for unauthorized use will not exceed \$50 per account. If we issue ten or more cards, you shall be liable for any and all unauthorized use thereof. If unauthorized use of an account occurs, you agree to cooperate with us and law enforcement authorities in identifying the unauthorized user and proving their unauthorized use.

19. CHANGE IN TERMS:

We have the right to change any terms and conditions of this Agreement at any time. If we do so, we will notify you in writing if required by law (in which case, changes will be effective on the date specified in the notice). Changed terms will apply to the outstanding balance of your Account as well as to any transactions after the date of the change. In any event, use of your Account after the date of the change will confirm that you agree to the change.

20. TRANSFERS:

We may transfer all or part of your account balance, along with our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your rights or obligations under this Agreement.

21. GOVERNING LAW:

This Agreement will not take effect until it is approved by us. This Agreement shall be governed by the laws of the State of Washington, regardless of where you reside.

INTEREST RATE AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	11.99%
APR for Cash Advances	18.00% Bank Cash Advance and ATM Cash Advance
How to avoid paying interest on purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged periodic interest, there will be no minimum charge.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
FEES	
Annual Fees	- MasterCard Commercial Card: No annual fee - MasterCard Commercial Rewards Card: \$10 annual fee per card with the first fee at account opening.
Transaction Fees · Cash Advance · International Transaction Fee	- None - 1.10% of each transaction in U.S. dollars. (This is a pass through of MasterCard's currency conversion fee.)
Penalty Fees · Late Payment · Over-the-Credit-Line · Returned Payment	- \$20 - \$20 - None

How We Will Calculate Your Balance:-We use a method called "average daily balance (including new purchases)". See the Credit Card Agreement above for more details.