



Reward Program Rules

These are the Reward Program Rules ("Reward Rules") that will apply to the reward program (the "Program"). The Reward Rules will begin to apply to your Account upon the first date that you or someone authorized by you activates the Card or otherwise uses the Account. Please read the Reward Rules carefully and keep them for your records.

In these Reward Rules, "you", "your," and "Cardholder" means the business entity identified in the application or other credit inquiry approved by us ("Business"), each individual agreeing to be jointly and severally liable with the business as a joint cardholder, and any sole proprietor, but does not include any Authorized User unless such Authorized User is otherwise responsible for the Account. If your Account is subject to a personal guaranty, "Guarantor" means any person who signs a Personal Guaranty Agreement. "We," "us," "our," and "Issuer" means Centier Bank, the issuer of the Card, your Account creditor, and administrator of the Program, or any person or entity to which we may transfer the Account. Other capitalized terms used and not defined in these Reward Rules have the same meanings assigned to them in the Agreement.

EARNING REWARDS

- 1. Qualifying Payments:** You will earn rewards based on the amount of Qualifying Payments (defined below) made to your Account. As used in these Reward Rules, "Qualifying Payments" means payments made to your Account in accordance with the Agreement, except (a) payments made using redeemed rewards; (b) payments that, taken together with other payments made for a billing cycle, total less than the New Balance, as provided on the most recent billing statement for the Account, before the Minimum Payment Due Date; (c) late payments; (d) payments to cure any default or otherwise bring the Account current; (e) payments as part of a forbearance, restructuring, consolidation, settlement, or other modification of any amounts you owe with respect to the Account; (f) payments made while your participation in the Program is suspended; (g) payments made to reinstate your participation in the Program; (h) payments made after your participation in the Program is terminated; and (i) payments made after your Account is closed.
- 2. Reward Calculation:** Except as otherwise described in these Reward Rules, you will earn rewards equal to one percent (1%) of the dollar amount of your Qualifying Payments you make on your Account. Qualifying Payments resulting in rewards with redeemable values of less than \$0.01 will be rounded up to the nearest whole cent if equal to or greater than \$0.005 and rounded down to zero if less than \$0.005. You may earn a maximum redeemable value of \$20,000.00 in rewards in each billing cycle.
- 3. No Carryover:** If you make any Qualifying Payments that could have earned additional rewards had the limitations described in these Reward Rules not applied, then the amounts of those Qualifying Payments not resulting in rewards will not count toward the calculation of any rewards.
- 4. When Rewards are Earned:** Rewards are generally earned at the end of each billing cycle and will appear on your billing statement as "Earned this Statement." However, rewards earned on Qualifying Payments made near the end of a billing cycle may take up to one (1) additional billing cycle to be considered earned and appear on your next billing statement.
- 5. Adjustment or Reversal:** We reserve the right to adjust or reverse the amount of rewards that you have earned in the event that (a) any Qualifying Payment has been returned unpaid; (b) any Qualifying Payment becomes the subject of a complaint, dispute, or proceeding (such as a payment warranty claim, fraudulent transfer claim, or a preference or avoidance action in a bankruptcy proceeding); (c) your rewards have been calculated or disclosed in error; or (d) you and we expressly agree to an adjustment or reversal. Such adjustments or reversals may occur before or after the affected rewards have been redeemed and may result in negative rewards. We may

add the redeemable value of such negative rewards to the balance of your Account, which will increase the balance that you owe us and may result in additional financial charges or other fees.

- 6. Taxes and Expenses:** All applicable federal, state, and local taxes and any expenses associated with any rewards are your sole responsibility. You should seek the advice of your own legal or tax professionals regarding the tax implications of earning and redeeming rewards.

REDEEMING REWARDS

- 7. Availability of Rewards:** Subject to the cancellation, reversal, or adjustment of any rewards or redemptions as permitted by these Reward Rules, the amount of rewards available for redemption equals (a) the amount disclosed on your most recent billing statement as the "Ending Balance," less (b) any rewards that you redeem during the current billing cycle. Your rewards are considered redeemed, and the balance of available rewards will therefore decrease, as of the date that you request redemption. A rewards redemption may be completed on a later date.
- 8. How to Redeem Rewards:** The rewards you earn in any billing cycle will be automatically redeemed as statement credits to be applied to your Account for the next billing cycle. Statement credits will lower your New Balance disclosed on your billing statement and will be applied to your balance with the highest priced Annual Percentage Rate (APR) first and then any remaining portion will be applied to balances in descending order based on the applicable APR. Notwithstanding the application of statement credits, you will remain obligated to make your Minimum Payments when due, including any amount not reduced by a statement credit. If your rewards earned exceed the amount of your New Balance, then rewards not applied to the New Balance will remain available to be applied to the New Balance appearing on your next billing statement.
- 9. All Redemptions are Final:** Once a redemption posts to your Account, the redemption is considered final and may not be cancelled, reversed, or otherwise adjusted unless we expressly agree to do so. You agree that we will not be liable for any failure to cancel, reverse, or adjust any redemption of rewards. If rewards are earned with respect to an Account on which multiple persons are Authorized Users, any Authorized User may, individually and without further authorization, consent, or direction from any other Authorized User, redeem any or all rewards earned. Any dispute regarding rewards redeemed by an Authorized User shall be resolved between or among you and the Authorized User(s) only, and the Bank shall have no liability to you or any Authorized User in connection with such a dispute.
- 10. No Transfer:** You are not permitted to transfer rewards to another person or entity (including by operation of law, such as a transfer upon death, bankruptcy or other insolvency proceeding, or as part of a domestic relations matter) or to any other account. Rewards earned on this Account may not be used with respect to another account.
- 11. No Cash Value:** Rewards have no cash value or any other value until the redemption is completed. You have no property rights or other legal interests in the rewards.

LOSING REWARDS

- 12. Expiration:** Your rewards will expire upon the earlier of (a) the date that is thirty-six (36) months after the date on which they are earned or (b) the date that is twenty-four (24) months after the most recent Purchase or Cash Advance posted to your Account. Expired rewards may not be used to reduce your New Balance as set forth herein.
- 13. When and How You May Lose Rewards:** Your participation in the Program may be terminated if you or we close your Account for any reason or no reason. If your participation in the Program is terminated, you will not be able to earn any additional rewards, and any rewards you have previously earned but not yet redeemed will be forfeited.

CHANGING OR TERMINATING THE PROGRAM

- 14. Promotional Offers:** We may, but are not obligated to, permit you from time to time to earn or redeem rewards pursuant to Promotional Offers. These Promotional Offers may include, but are not limited to, opportunities to earn additional rewards or redeem rewards in ways in addition to the options you may have under the Program. Any Promotional Offer will be deemed part of this Program and, except as modified by the Promotional Offer, will be subject to these Reward Rules.
- 15. Changes to the Program:** This Program or these Reward Rules may be modified, suspended, or cancelled at any time. For example, we may change how you earn rewards, change how you redeem rewards, or add or delete other terms from these Reward Rules. We will give you notice of any such change as required by law. Your

continued participation in the Program after the effective date of any change shall constitute your acceptance of the modified Program and Reward Rules.

OUR LEGAL RIGHTS

16. Our Decisions are Final: Any decisions or determinations made by us under the Program, including interpretation of these Reward Rules and implementation of policies and procedures for administering the Program, will be final, conclusive, and binding.

17. **NO REPRESENTATIONS OR WARRANTIES**: THE REWARDS PROGRAM IS PROVIDED AS IS, WHERE IS, AS AVAILABLE, AND WITH ALL FAULTS. WE; OUR AFFILIATES, SUBSIDIARIES, CONTRACTORS, AND SUBCONTRACTORS; AND EACH OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (THE "PROGRAM PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE PROGRAM. THE PROGRAM PARTIES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES RELATING TO MERCHANTABILITY OR FITNESS FOR INTENDED USE OR A PARTICULAR PURPOSE OR OTHERWISE ARISING BY LAW, CUSTOM, USAGE, TRADE PRACTICE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

18. **RELEASE AND INDEMNIFICATION**: TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE AND RELEASE ANY AND ALL RIGHTS, DEMANDS, LIABILITIES, CLAIMS, AND CAUSES OF ACTION WHATSOEVER THAT YOU MAY NOW OR IN THE FUTURE BE ENTITLED TO ASSERT, AND AGREE TO INDEMNIFY AND HOLD THE PROGRAM PARTIES HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE OF ANY KIND (INCLUDING ATTORNEYS' FEES TO THE EXTENT PERMITTED BY LAW) ARISING OUT OF YOUR PARTICIPATION IN THE PROGRAM.

19. Waivers: We may delay enforcing or give up any of our rights under these Reward Rules in certain situations. If we delay enforcing or give up any of our rights, this does not affect our other rights. If we exercise any one of our rights, that exercise will not prevent us from exercising any other of our rights. If we give up a right in one situation, we do not give up the same right in other situations.

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