



CBE No. 606208-22

American Express Commercial Account Program
Commercial Account Application

Complete, sign, and return this Application and the attached Commercial Account Agreement to your American Express Representative.

Requested Account(s)*: Corporate Card CMC CPC BTA CRBTA CRCB ACB American Express Go™
 Corporate CashBack® Program

*Corporate Card Accounts are the only Accounts eligible for all billing types below, including Individual Bill/Individual Payment and Individual

Company Information

Legal Company Name: Clark County, Nevada
Doing Business As (DBA): _____ State of Incorporation: _____
Address: 500 Grand Central Parkway
City: Las Vegas State: Nevada Zip: 89155
Contact Name: Jessica Colvin
Primary Business Phone Number Landline): 702-455-3543
Industry: _____ D&B#: _____
Tax Identification Number (TIN): 88-6000028

American Express Relationships

Card Control #: _____ CPC Control #: 3372303160001
Service
Other Account # (specify type): _____ Establishment #:

Corporate Card

Billing: Company acknowledges and agrees that American Express shall designate, in its sole discretion, one or more of the billing types below for the Corporate Card Account selected above by Company and approved by American Express.

Individual Bill/Individual Payment (Commercial Card Member receives statement and directly pays American Express)

Individual Bill/Company Payment (Commercial Card Member receives statement and Company pays American Express)

Company Bill/Company Payment (Company receives statement and directly pays American Express)

Embossing (Limited to 20 Characters):

CLARK COUNTY

Corporate Purchasing Card

Budgetary Monthly Limit Requested: \$ 300,000

General Agreement

The undersigned Company, through its authorized officer: (a) requests that the Account(s) selected above be opened in the Company's name, and (b) agrees to be bound by the terms and conditions of the Commercial Account Agreement applicable to the Account(s) selected by signing the attached Commercial Account Agreement, subject to approval of this Application by American Express. This Application and the attached Commercial Account Agreement must be signed by a corporate officer, partner, or other representative of the Company who has purchase authority and is authorized to open accounts in the name of the Company. Title must be indicated.

Signature of Authorizing Officer:

Name of Authorizing Officer:

Jessica L. Colvin

Title:

Chief Financial Officer



CORPORATE SERVICES COMMERCIAL ACCOUNT AGREEMENT

This Corporate Services Commercial Account Agreement (“Agreement”) is between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.** (“we”, “us”, “our” and “Amex”) and the business entity that signs the signature page of this Agreement (“you”, “your”, and “Company”). This Agreement governs Company’s use of the payment accounts and cards provided by Amex or an Amex Affiliate (“Amex Accounts”) that Company has specifically requested on the American Express Commercial Account Application (“Application”), which constitutes part of this Agreement. By signing this Agreement, Company agrees to be bound by the general provisions set forth in Part A of this Agreement (“General Provisions”) and the specific terms set forth in Part B of this Agreement that are applicable to the Amex Account(s) (“Account Provisions”). The General Provisions shall apply to all Amex Account(s) and the Account Provisions shall apply to the specific Amex Accounts to which they relate, provided that, if any General Provision is inconsistent with any Account Provision relating to a specific Amex Account, then such Account Provision shall govern with respect to such Amex Account.

PART A- GENERAL PROVISIONS

1. ACCOUNT ESTABLISHMENT AND OPERATION

Establishment of Accounts

Subject to the terms hereof, and prior financial, risk management and compliance approvals, Amex agrees to establish in Company’s name in the United States the following Amex Accounts selected by Company in writing:

- Corporate Card Account
- Corporate CashBack® Program
- Corporate Purchasing Card Account
- Corporate Meeting Card Account

Centrally billed accounts:

- Business Travel Account with Virtual Payments
- Car Rental Business Travel Account
- Airline Central Billing Account
- Car Rental Central Billing Account
- Fee Central Billing Account
- American Express GO™

Amex or its Affiliate will issue the Amex Accounts selected by Company, as applicable, to Company and/or the employees, consultants and contractors (“Employees”) of the Company who are approved by Amex and/or its Affiliate and are designated and authorized by Company to incur legitimate business expenses on behalf of Company in accordance with the business expense policies of Company (“Commercial

Cardmembers”). Company acknowledges that it is acting as an agent of its Employees with respect to any request for issuance or renewal of an Amex Account.

Accounts for Subsidiaries and Affiliates

Upon the request of Company, Amex will establish Amex Accounts for and in the name of Company’s subsidiaries and affiliates (collectively, “Affiliates”); provided that such Affiliates (a) are approved by Amex and/or its Affiliate and (b) agree to be bound by this Agreement. Subject to the terms hereof, Amex or its Affiliate will issue Amex Accounts to Employees of Company’s Affiliates who are approved by Amex and/or its Affiliate and are designated and authorized by such Company Affiliates to incur legitimate business expenses on behalf of such Company Affiliates in accordance with the business expense policies of such Company Affiliates. In the event that Company requests that Amex establish an Amex Account in the name of such Company Affiliate, Company hereby represents that it has the authority to execute this Agreement on behalf of such Company Affiliate and to bind such Company Affiliate to the terms of this Agreement. Company shall cause each such Company Affiliate to comply with this Agreement and Company shall be liable to Amex for any breach of this Agreement by any such Company Affiliate. Except as expressly provided for herein, Company shall be liable for all Charges incurred on the Amex Accounts by any of Company’s Affiliates.

Credit Approval / Credit Management

Company agrees that Amex and/or its Affiliate may request, and review, a report about Company’s finances and those of Company’s Affiliates from Company and/or a credit reporting agency or other agency. Company agrees that Amex and/or its Affiliate may (a) obtain financial reports and/or request financial statements from Company or any of Company’s Affiliates to ascertain the creditworthiness of (i) Company, (ii) any Company Affiliate and (iii) any Employees who have requested an Amex Account (by application or by designation by Company or its Affiliates or otherwise) and/or (b) obtain credit bureau and other reports with respect to any of the persons referenced in subsections (i), (ii) and (iii) above, including the performance of periodic creditworthiness checks through credit bureau and other reports. Company agrees that Amex and/or its Affiliate may approve or decline the issuance, renewal, or replacement of an Amex Account to Company, Company’s Affiliates, their respective Employees and/or any other person, and cancel, suspend or limit spending on any Amex Account at any time for any reason.

Amex and/or its Affiliate will issue renewal or replacement Amex Accounts, subject to the terms above, until Company or



the Commercial Cardmember(s) advises Amex to cancel the Amex Account(s) or stop renewal of the Amex Account(s).

Amex and/or its Affiliate may require Company to provide a guaranty of payment from a third-party, pledge of collateral or other similar security.

2. CHARGES AND PAYMENT

Definition of Charges

“Charges” shall mean all amounts charged to any Amex Account pursuant to this Agreement, including, without limitation, purchases, cash advances, cash equivalents, fees and delinquency assessments.

Payment

Company shall not deduct or withhold, without Amex’s prior approval, any amount shown as due on any billing statement. Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of Amex’s rights to payment in full and in doing so Amex does not lose or consent to vary any of its rights under this Agreement or applicable law.

Company agrees that the payment terms set forth herein supersede any agreement with regard to payment terms established between Company and a seller of goods or services or any payment terms that might be imputed to Company and a seller of goods under applicable law for goods or services purchased using Amex Accounts.

All payments must be made in accordance with the instructions on Company’s billing statement, unless Company has been given other payment instructions by Amex in writing. If a payment address is specified on Company’s billing statement, Company must send all payments to that address in U.S. currency, with a single draft or check drawn on a U.S. bank and payable in U.S. dollars, or with a single negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system, or through an electronic payment method clearable through the U.S. banking system. Company’s Amex Account number must be included on or with all payments.

Payments conforming to the above requirements that Amex receives no later than the hour specified on Company’s billing statement will be credited to Company’s Amex Account as of the day received; payments conforming to the above requirements that Amex receives after the hour specified on Company’s billing statement will be credited to Company’s Amex Account as of the following business day.

If a payment does not conform to the requirements stated above, crediting may be delayed. In such event, additional Charges may be imposed.

Charges Made In Foreign Currency

If Company incurs a Charge in a foreign currency (“Foreign Currency Transaction”), Company will be purchasing from AE Exposure Management Ltd. (“AEEML”) an amount of foreign currency sufficient to cover the Foreign Currency Transaction. The Foreign Currency Transaction will be converted into U.S. dollars on the date it is processed by Amex or its agents. Unless a particular rate is required by applicable law, Company authorizes AEEML to choose a conversion rate that is acceptable to AEEML for that date. This conversion rate may differ from rates in effect on the date of the Charge. Currently, the conversion rate that AEEML uses for a Charge in a foreign currency is 2.5% higher than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by AEEML from customary banking sources, on the conversion date or the prior business day, whichever is greater. Charges converted by seller(s) of goods and services (such as airlines) will be billed at the rates such sellers use.

3. LIABILITY

3.1. General. Company’s liability on any Amex Account, including for Unauthorized Use, is described in this Section 3. “Unauthorized Use” means a Charge that (i) did not benefit either Company or the Commercial Cardmember and (ii) was incurred by someone who is not the Commercial Cardmember or who did not have actual, implied or apparent authority to use the Amex Account.

Company shall notify Amex if a Commercial Cardmember’s authority to incur Charges on Company’s behalf terminates for any reason. Company shall use commercially reasonable efforts to collect and dispose of plastic commercial cards issued to Commercial Cardmembers whose authority to incur expenses is terminated or whose Amex Account has been cancelled. Company shall notify Amex upon request of a Commercial Cardmember’s last known address and telephone number.

3.2. Liability Options. Subject to the availability of the liability options described below for the particular Amex Account implemented on behalf of Company, the following liability options shall apply to Amex Accounts:

(a) Combined Liability: Subject to the terms of Section 3.3 (Liability for Unauthorized Use), for Amex Accounts that have been approved by Amex and/or its Affiliate on the basis of “Combined Liability,” Company and each Commercial Cardmember shall be jointly and severally liable for all Charges incurred by the Commercial Cardmember (except for cash advances which shall be Full Corporate Liability as set forth in Section 3.2(b) below); provided, however, that Company shall not be liable for Charges (i) incurred by the Commercial Cardmember that are personal in nature and which did not



accrue a benefit to the Company for legitimate business purposes or (ii) for which Company has reimbursed the Commercial Cardmember.

(b) **Full Corporate Liability:** Subject to the terms of Section 3.3 (Liability for Unauthorized Use), for Amex Accounts that have been approved by Amex and/or its Affiliate on the basis of "Full Corporate Liability," Company shall be fully liable for all Charges incurred on such Amex Accounts.

3.3. Liability for "Unauthorized Use". Notwithstanding anything to the contrary contained in this Agreement:

(a) Neither Company nor a Commercial Cardmember shall be liable for Charges resulting from the Unauthorized Use of any Amex Account that has been issued (1) with corresponding physical plastic and (2) in the actual name of an individual Commercial Cardmember, except that Company shall be liable for payment to Amex of all Charges incurred from the date a Commercial Cardmember's authority to incur expenses on its behalf is terminated through the date that Amex receives notification from Company of such termination; and

(b) Where an Amex Account has been established (1) without corresponding physical plastic or (2) in a name other than the actual name of an individual Commercial Cardmember, Company shall be liable for all Charges, including, without limitation, Charges resulting from the Unauthorized Use of such Amex Account.

3.4. Company Obligations. Company shall (a) instruct Commercial Cardmembers in writing that the Amex Accounts are issued solely for business purposes as permitted under this Agreement and should be used only in accordance with Company's policies and procedures, (b) promptly report any misuse of any Amex Account to Amex, (c) instruct Commercial Cardmembers in writing to promptly submit their expense reports covering Charges to Company and in any event at least once a month, (d) reimburse Commercial Cardmembers promptly for all Charges, and (e) assist Amex in collecting any overdue payment from a Commercial Cardmember.

4. FEES

Late Fees

If Charges are not paid when due, Amex may charge a late fee. The amount of the late fee depends on the Amex Account, the length of time the Charges have remained unpaid and the address to which the billing statement is sent. Late fees will not exceed the maximum amount allowed by law. Amex may add court costs plus reasonable legal fees to any delinquent balance referred to an attorney for collection. Late fee calculations for each type of Amex Account are set forth in the Late Fees sections applicable to the Amex Account(s) described in the Account Provisions below. The following defined terms apply

to the Account Provisions in which they are used: (a) the "Closing Date" for a billing statement means the cut-off date for including Charges and payments included in such billing statement; and (b) "Next Closing Date" with respect to any billing statement means the Closing Date of the billing statement that immediately follows such billing statement.

Fees for Insufficient Funds

Amex may charge Company \$29 for each check, draft, negotiable instrument, or electronic payment that Company submits to Amex that is not honored for its full amount.

Fees for Suspended and Cancelled Accounts

If Company's Amex Account becomes ninety (90) days past due and Company's charge privileges are suspended, Amex may charge Company a \$25 administrative suspense fee, subject to applicable law. Amex may charge Company a \$25 reinstatement fee to reinstate each cancelled Amex Account, subject to applicable law.

Amex reserves the right, upon notice, to change the aforementioned fees and/or charge additional fees in connection with late payment on Amex Accounts or the suspension or cancellation of Amex Accounts issued under this Agreement.

5. ACCOUNT PERFORMANCE

Use of Accounts

Company warrants and agrees that Company policy shall limit the use of Amex Accounts to legitimate business purposes and that Company shall comply with such policy. All extensions of credit made pursuant to an Amex Account shall be deemed to be extensions of credit made to and for the benefit of Company and shall not be deemed to be to or for the benefit of an Employee.

Program Administration

Company agrees to designate individual(s) to manage the Amex Account(s) on Company's behalf ("Program Administrator(s)"). Company shall re-certify the designation of such Program Administrator(s) in writing on an annual basis. Company agrees that such Program Administrator(s) is authorized by Company to act on its behalf with respect to the Amex Account(s), and that Amex may rely on all written and oral directions and information that it receives from Program Administrator(s). Company represents and warrants that it has obtained all consents and approvals, and made all disclosures required by applicable law, to allow the Program Administrator(s) to: (i) manage, and take any action with respect to, the Amex Accounts, and (ii) access personally identifiable information of the Employees of Company and/or any other entity participating in Amex's commercial account program while managing the Amex Accounts. To the extent applicable, Company represents and warrants that it has obtained all consents and approvals related to the processing



of its Employees' personally identifiable information and the transfer of the same by Program Administrator(s) on a cross-border basis.

The Program Administrator(s) shall:

- use American Express @ Work® to conduct maintenance transactions and access reports;
- encourage Employees to use Amex's online Manage Your Card Account tool;
- cooperate with Amex towards a goal of eighty-five percent (85%) of Amex Accounts and Dollar balances to be in a current status and no more than one percent (1%) of Amex Accounts and Dollar balances to be past due;
- communicate a Company policy that restricts the use of the Amex Account(s) to business purposes to all Commercial Cardmembers; and
- provide to Amex, upon request, a statement as to whether a Commercial Cardmember has been reimbursed for Charges.

Amex recommends that Company regularly audit its expense management program to insure compliance with Company policies. Company may request copies of any remittance advice provided by its Program Administrator or other designated account representatives. It is recommended that Company maintains hierarchical approval of all Charges. Amex is not responsible for fraud or malfeasance engaged in by any of Company's Employees, representatives or agents managing any Amex Account on Company's behalf.

Membership Rewards® Program and Corporate CashBack® Program

The Corporate Card Account is the only Amex Account eligible for enrollment in the *Membership Rewards®* Program and, if available, the Corporate CashBack® Program. The Corporate CashBack® Program is only available in the U.S, upon request by Company, as approved by Amex, and once Company provides Amex any authorization-related documentation. Company may enroll in multiple rewards programs (Corporate CashBack®, Corporate Membership Rewards®, Membership Rewards®); however, each individual Corporate Card may only earn one reward type.

6. TERM

This Agreement shall continue in full force and effect until terminated by either party.

7. TERMINATION

(a) This Agreement may be terminated as follows:

- (i) Convenience. Either party may terminate this Agreement for any or no reason upon thirty (30) days written notice to the other party.
- (ii) Financial Condition. Either party may terminate this Agreement effective immediately upon the occurrence of

any of the following: (1) the liquidation or dissolution of the other party or (2) the insolvency of the other party or the filing of bankruptcy proceedings or similar proceedings with respect to the business of the other party.

- (iii) Termination of Amex Accounts. This Agreement shall terminate immediately upon the termination of all of the Amex Accounts established hereunder. For the avoidance of doubt, the termination of an individual Amex Account will not result in termination of this Agreement if other Amex Accounts established hereunder will remain active after such termination.
- (b) Effect of Termination. The terms of this Agreement will continue to apply to any outstanding Charges and any other obligations incurred prior to the termination of this Agreement or any Amex Account. If any amounts owed by Company hereunder after such termination, then Company and its successors and permitted assigns shall remain liable for such amounts and will pay Amex within thirty (30) days of request.

8. CONFIDENTIALITY

Each party agrees to keep confidential the terms of this Agreement and any information of a confidential and proprietary nature that the receiving party (the "Receiving Party") receives from the other party (the "Disclosing Party") in the performance of or in connection with this Agreement (collectively, "Confidential Information") using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The foregoing confidentiality and restricted use obligations shall not apply to information that is: (a) in an aggregate form non-attributable to the Disclosing Party; (b) already known and free of any restriction on the Receiving Party at the time it is obtained; (c) subsequently learned from an independent third party free of restriction; (d) publicly available; or (e) required by law or court order to be disclosed under applicable law; *provided, however*, that unless prohibited by law and if practicable, the Receiving Party shall (i) give prompt written notice of any such request or requirement to the Disclosing Party, and of the Confidential Information it believes it is required to disclose; and (ii) cooperate to the extent practicable with the Disclosing Party, at the Disclosing Party's expense, with any reasonable efforts of the Disclosing Party to avoid or minimize such disclosure and/or obtain confidential treatment thereof or other protective order.

The Receiving Party will not disclose to any person, firm, or other legal entity or use the Confidential Information of the Disclosing Party; provided that (a) either party may disclose the terms and conditions of this Agreement to its employees, officers, agents, representatives, including, without limitation, its legal and financial consultants, and affiliates, provided that



such persons, firms or legal entities comply with the confidentiality provisions of this Agreement, and (b) Amex may disclose or use Company's Confidential Information in connection with providing existing or new Amex benefits, products and services, including, without limitation, disclosing Confidential Information to third party service providers (or licensees) who are bound to keep such information confidential.

If Company chooses to use a third party data consolidator ("Consolidator"), upon Company written request and upon execution of a separate Data Protection Letter of Agreement (a copy of which may be provided to Company upon request), Amex agrees to forward Company's Amex Account information to a Consolidator for the purpose of processing and consolidating such information. Company agrees that Amex may use Company's name in promotional materials and discussions regarding Company's Amex Account(s).

This Section shall survive the termination of this Agreement.

9. NOTICES

All notices required or permitted under this Agreement will be in writing to the other party. In the case of notices to Amex, notice must be delivered to the address specified below, and in the case of notices to Company, to the Program Administrator(s), or to such other address as Company gives notice of hereunder. Notices will be deemed delivered and effective as follows: (a) if delivered personally (including by overnight carrier or messenger), upon delivery or (b) if delivered by first class, registered or certified mail (return receipt requested), upon the earlier of actual delivery or three (3) days after being mailed.

To Amex:

American Express Company, Corporate Services Operations
AESC-P
20022 North 31st Ave, Mail Code AZ-08-03-11
Phoenix, AZ 85027

With a copy to:

American Express Travel Related Services Company, Inc.
200 Vesey Street
New York, NY 10285
Attn: General Counsel's Office

10. CHANGES TO THE ACCOUNTS OR THIS AGREEMENT

Amex reserves the right to implement changes to the benefits, features or the method of operation of any Amex Account selected by Company on the Application, including modifications of this Agreement to reflect such changes. Company agrees that any changes by Amex shall become effective if, after notice, Company keeps or uses the Amex Accounts after the effective date specified in the notice. Company may choose not to accept the changes by terminating

this Agreement with notice to Amex. This Agreement may not otherwise be changed except through a writing signed by both parties.

11. ASSIGNMENT

Company may not assign this Agreement, in whole or in part, without the prior written consent of Amex. Amex may assign this Agreement without Company's consent. Any assignment not in accordance with the terms of this Agreement shall be void. Except as otherwise specified herein, this Agreement binds, and inures to the benefit of, the parties and their respective successors and permitted assigns.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL AMEX'S AGGREGATE LIABILITY FOR ANY CLAIMS, DAMAGES, LAWSUITS, LOSSES OR CAUSES OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE) EXCEED TOTAL OF FEES BILLED TO COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE DATE THAT THE MOST RECENT CLAIM AROSE.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY AND EXCEPT AS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, NEITHER PARTY NOR ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOSS OF PROFITS, OR LOSS OF BUSINESS), ARISING FROM THIS AGREEMENT OR RELATING TO THE OBLIGATIONS HEREUNDER, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES.

Company acknowledges and agrees that, regardless of the basis of the claim or action, Amex shall not be liable in any manner for any problems with goods or services. If Company requests that Amex charge back a seller of goods or services and Amex does so, Company shall indemnify and hold harmless Amex from and against any claim against Amex based upon the rejection of such goods or services and the Charges related thereto.

13. FORCE MAJEURE

Neither party including Amex's Affiliate, nor its third party suppliers and licensors, will be liable for any failure or delay in performance resulting from circumstances beyond its control, including, without limitation, acts of God or nature, power, communications, satellite or network failures, unauthorized access or theft, acts of war or terror; or labor disputes or strikes.



14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof other than Section 5-1401 of the New York General Obligations Law). Subject to Section 15 herein, the sole venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of New York, and the parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens.

15. ARBITRATION

(a) Arbitration Rights/Definition of Claim. All Claims shall be resolved, upon Amex's or Company's election, through arbitration pursuant to this Arbitration section rather than by litigation. "Claim" means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute or controversy between Company and Amex arising from or relating to this Agreement, any other related or prior agreement that Company may have had with Amex, or the relationship resulting from any of the aforementioned agreements ("Agreements"), whether based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory including any question relating to the existence, validity, performance, construction, interpretation, enforcement, or termination of this Agreement or any other related or prior agreement that Company may have had with Amex, or the relationship resulting therefrom, including the relationship between Company and AEEML in accordance with the Charges Made in Foreign Currency provisions herein..

(b) Arbitration Rules/Organizations. The party asserting the Claim shall select one of the following arbitration organizations, which will apply its rules ("Arbitration Rules") in effect at the time the Claim is filed. In the event of an inconsistency between this Arbitration section and any rule or procedure of the arbitration organization, this Arbitration section will control. The party asserting the Claim will simultaneously notify the other party of its selection. If Amex's selection is not acceptable to Company, then Company may select another of the following organizations within thirty (30) days after Company receives notice of Amex's initial selection. Any arbitration hearing that Company attends will take place in the federal judicial district where the Company's headquarters is located.

- National Arbitration Forum ("NAF"); P.O. Box 50191, Minneapolis, MN 55404-0191; 1-800-474-2371; www.arbitration-forum.com
- American Arbitration Association ("AAA"); 335 Madison Avenue, New York, NY 10017; 1-800-778-7879; www.adr.org
- JAMS ("JAMS"); 1920 Main Street, Suite 300, Irvine, CA 92614; (949) 224-1810; www.jamsadr.com

In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is

mutually agreed upon in writing by Company and Amex, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, *provided* that the arbitration organization and arbitrator(s) enforce the terms of sections 16(c) and 16(d) below.

(c) Limitation of Rights. IF ARBITRATION IS CHOSEN BY A PARTY WITH RESPECT TO A CLAIM, NEITHER COMPANY NOR AMEX WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES OR PROCEDURES OF NAF, AAA OR JAMS, AS APPLICABLE. FURTHER, COMPANY WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. OTHER RIGHTS THAT COMPANY WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT AND WITHOUT WAIVING EITHER PARTY'S RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF THIS SECTION 15(C) "LIMITATION OF RIGHTS" OR OF SECTION 15(D) BELOW BE DEEMED INVALID OR UNENFORCEABLE, THEN THIS ENTIRE ARBITRATION SECTION 15 (OTHER THAN THIS SENTENCE) SHALL NOT APPLY.

(d) Individually Named Parties Only. All parties to the arbitration must be individually named. There is no right or authority for any Claims to be arbitrated or litigated on a class-action or consolidated basis, on behalf of the general public or other parties, or joined or consolidated with claims of other parties, and Company and Amex are specifically barred from doing so. This prohibition is intended to, and does, preclude any trade association or other organization from arbitrating any Claim on a representative basis on behalf of the organization's members. The arbitrator's authority to resolve Claims is limited to Claims between Company and Amex alone, and the arbitrator's authority to make awards is limited to awards to Company and Amex alone.

(e) Equitable Relief. The arbitrator shall have the power and authority to grant equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, will grant specific performance whenever possible. The arbitrator will have no power or authority to alter this Agreement or any of its separate provisions, including this Arbitration section, nor to determine any matter or make any award except as provided in this Arbitration section.

(f) Small-Claims Court: Injunctive Relief. Amex shall not elect to use arbitration under this section for any individual Claim that Company properly files in a small claims court so long as the Claim is pending only in that court. Injunctive relief



sought to enforce the confidentiality provisions of this Agreement will not be subject to the requirements of this Arbitration section.

(g) Governing Law/Appeal/Entry of Judgment. This Arbitration section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (FAA). The arbitrator will apply New York law and applicable statutes of limitations, honor claims of privilege recognized by law and, at the timely request of either party, provide a written and reasoned opinion explaining his or her decision. The arbitrator will apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not the federal or any state rules of civil procedure or rules of evidence. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA or if the amount of the award exceeds US\$100,000, either party can appeal that award to a three-arbitrator panel administered by NAF, AAA or JAMS, as applicable, which will reconsider de novo any aspect of the initial award requested by majority vote and whose decision will be final and binding. The decision of that three-person panel may be appealed as provided by the FAA. The costs of such an appeal will be borne by the appellant regardless of the outcome of the appeal. Judgment upon the award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where Company's headquarters or its assets are located.

(h) Confidential Proceedings. The arbitration proceeding and all testimony, filings, documents, and any information relating to or presented during the proceedings shall be deemed to be confidential information not to be disclosed to any other party. All offers, promises, conduct, and statements, whether written or oral, made in the course of the negotiations, arbitrations, and proceedings to confirm arbitration awards by either party, its agents, employees, experts or attorneys, or by the arbitrator, including any arbitration award or judgment related thereto, are confidential, privileged, and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding involving any of the parties or non-parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the negotiation, or arbitration.

(i) Split Proceedings for Equitable Relief. Either Company or Amex may seek equitable relief in arbitration prior to arbitration on the merits to preserve the status quo pending completion of such process. This Arbitration section may be enforced by any court of competent jurisdiction, and the party seeking enforcement will be entitled to an award of all costs, including legal fees, to be paid by the party against whom enforcement is ordered. Except as otherwise provided in Section 15(c) above, if any portion of this Section 15 (other than Section 15(c) or (d))

is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Section

15, this Agreement, or any predecessor agreement that Company may have had with Amex, each of which shall be enforceable regardless of such invalidity.

(j) Costs of Arbitration Proceedings. Company will be responsible for paying its share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the Arbitration Rules, to the extent such fees do not exceed the amount of the filing fees Company would have incurred if the Claim had been brought in a state or federal court that would have jurisdiction over the Claim located in the federal judicial district where Company's headquarters is located. Amex will be responsible for paying the remainder of any such arbitration fees. At Company's written request, Amex will consider in good faith making a temporary advance of all or part of Company's share of the arbitration fees for any Claim that Company initiates as to which Company or Amex seeks arbitration. Company will not be assessed any arbitration fees in excess of Company's share if Company does not prevail in any arbitration with Amex.

16. MISCELLANEOUS

16.1. Time Limit on Actions. Any claim or cause of action arising out of or related to this Agreement must be filed by Company within one (1) year after such claim or cause of action arose or forever be barred.

16.2. Third-Party Beneficiary. Except for Amex's affiliates, suppliers and licensors, no third party is a beneficiary of this Agreement.

16.3. No Waiver. Failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement.

16.4. Entire Agreement. This Agreement (including, addendums, schedules, tables, appendices and attachments hereto) constitute the entire agreement between the parties, and supersede any previous oral or written agreements or understandings between the parties relating to the subject matter hereof.

16.5. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

16.6. Survival. Sections 2 (Charges and Payment), 3 (Liability), 7(b) (Effect of Termination), 8 (Confidentiality), 9 (Notices), 12 (Limitation of Liability), 14 (Governing Law), 15 (Arbitration), 16 (Miscellaneous) shall survive the termination of this Agreement.

PART B – ACCOUNT PROVISIONS

17. CORPORATE CARD ACCOUNT

17.1. Liability – Company and the Commercial Cardmember shall be jointly and severally liable for all Charges incurred on



the Corporate Card Account in accordance with and subject to the terms of Section 3.2(a) above; *provided, however*, that for Corporate Card Accounts with the Company Bill/Company Payment billing option, Company shall be fully liable for all Charges incurred on such Corporate Card Account in accordance with and subject to the terms of Section 3.2(b) above.

17.2. Annual Corporate Card Fees – An annual fee will be payable for each Corporate Card and will be determined in accordance with the then current Corporate Card fee policies.

17.3. Late Fees for Individually Billed Accounts – For Corporate Card Accounts to which the Individual Bill option applies, late fees will accrue according to the Cardmember Agreement in effect at the time of the Charges.

17.4. Late Fees for Company Bill/Company Payment Accounts – For Corporate Card Accounts with the Company Bill/Company Payment billing option, late fees will accrue as follows: (a) if there are any amounts totaling more than \$50.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your Account by Next Closing Date, a late fee of \$39.00 may be charged per Cardmember; and (b) if there are any amounts totaling more than \$50.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your Account by the following Next Closing Date, a late fee equal to the greater of \$39.00 per Cardmember or 2.99% of all amounts not credited for at least one statement billing period will be charged; and (c) if payment of the total amounts due is not credited to your Account by successive Next Closing Dates, we may assess a fee equal to the greater of \$39.00 per Cardmember or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

17.5. Expedited Delivery Fee – Amex may charge a fee for granting a Program Administrator's request for expedited delivery of Corporate Cards.

18. BUSINESS TRAVEL ACCOUNT WITH VIRTUAL PAYMENTS

18.1. Issuance – Upon Company's request, Amex or its Affiliate will establish the Business Travel Account for use by certain of Company's Employees, departments, divisions or other business groups including certain supplementary virtual card accounts (supplementary accounts, collectively with the Business Travel Account, are referred to in this Agreement as the "BTA"). Company will use the BTA to charge (i) air and rail transportation tickets for business use through its travel agents and/or (ii) hotel, low cost air carrier, and incidental business travel expenditures via the supplementary virtual card accounts ("Dynamic VANs").

18.2. Charges – Company must notify Amex of Charges regarding returned or lost tickets of which Company has no knowledge within sixty (60) days of the date such Charges first appear on a monthly statement. Subject to the provisions regarding liability set forth herein, Company is also liable for

payment in full for all Charges which result from the Unauthorized Use or misuse of the BTA by any travel agent, or any person currently or formerly included on a List (defined below).

18.3. Liability – Company shall be fully liable for all Charges incurred on the BTA in accordance with Section 3.2(b) above. Amex will send to Company a monthly statement listing all Charges. Company agrees to pay Amex in full for all Charges upon its receipt of the monthly statement. Company must notify Amex of any alleged errors or disputes within sixty (60) days of the date such Charges first appear on a monthly statement.

18.4. Travel Agents – Company will instruct its travel agents in the use of the BTA and will provide its travel agents with a list ("List") of persons authorized by Company to use the BTA and will notify its travel agents of any changes to such List. Company shall resolve any unreconciled Charges directly with its travel agent or the supplier providing services. Amex and/or its Affiliate is/are not responsible for the acts or omissions of any travel agents, carriers, hotels, or other firms providing services.

18.5. Dynamic VAN(s) – Company acknowledges and agrees that to use enhanced BTA for hotel and low-cost carrier airline bookings, a third party service provider ("BTA Facilitator"), with whom your travel services provider has a separate agreement, is required to automate the distribution of virtual account numbers. Currently, Amex has chosen to work with Conferma, an unaffiliated third party, to provide virtual account number services in connection with enhanced BTA. Company agrees to provide Amex a BTA set up form (a copy of which shall be provided to Company) that is executed by an authorized signatory of Company. If Company acts as its own travel services provider, Company shall enter into an agreement between Company and BTA Facilitator and additional transaction fees, terms and conditions may apply. Company acknowledges and agrees that Amex and/or its Affiliate is/are not responsible for any negligence, fraud or willful misconduct of either the travel services provider, or the BTA Facilitator and/or its employees, subcontractors or agents in connection with accessing or using the Company's BTA Account.

18.6. Annual Fee – No annual fee for the BTA; however, the annual fee (if any) is subject to change upon not less than sixty (60) days prior written notice to Company.

18.7. Late Fees – Late fees will accrue as follows, unless prohibited by applicable state law: (a) if there are any amounts totaling more than \$50.00, in the aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the Next Closing Date, a late fee of \$39.00 may be charged; (b) if there are any amounts totaling more than \$50.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex



Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

18.8. Miscellaneous – Amex will notify Company of changes to the terms of certain insurance programs available to persons using the BTA. Company agrees to notify all persons authorized to use the BTA of any such changes.

18.9. Supplementary Virtual Card Accounts – Company must activate each individual supplementary virtual card account by providing Virtual Card Account Parameters to settle a transaction. During the activation process, Amex will receive and register such Virtual Card Account Parameters for that individual supplementary virtual card account and will provide a single use account number to settle such transaction. Supplementary virtual card account numbers will not bear the name or signature of a specific employee. “Virtual Card Account Parameter” means a specific payment amount and payment date(s), if specified, and the payee, supplied by Company to activate each individual supplementary virtual card account number.

18.10. Termination of a Single Virtual Card Account – With respect to individual supplementary virtual card accounts, Company (i) may terminate a single virtual card account by providing notice of such termination of authority to Amex and Amex shall immediately take steps to effectuate such termination within a reasonable time (not to exceed 24 business hours), and (ii) may not terminate a single virtual card account for which Virtual Card Account Parameters have been provided to Amex and for which a merchant has received authorization.

18.11. Problems with Goods or Services – Company agrees to resolve any disputes concerning goods or services purchased using the Virtual Card Account directly with the seller.

19. CAR RENTAL BUSINESS TRAVEL ACCOUNT

19.1. Issuance – Upon Company’s request, supplementary accounts under the Car Rental Business Travel Account will be assigned to certain of Company’s Employees, departments, divisions or other business groups (supplementary accounts, collectively with the Car Rental Business Travel Account, are referred to in this Agreement as the “CRBTA”). Company will only use the CRBTA to charge car rental and related services for business use through its travel agents.

19.2. Travel Agents – Company will instruct its travel agents in the use of the CRBTA and will provide its travel agents with a list of persons authorized by Company to use the CRBTA (“List”) and will notify its travel agents of any changes to such List. Company shall resolve any unreconciled Charges directly with its travel agent or the supplier providing services. Amex and/or its Affiliate is/are not responsible for the acts or omissions of any travel agents, carriers, or other firms providing services.

19.3. Liability – Company shall be fully liable for all Charges incurred on the CRBTA in accordance with Section 3.2(b)

above. Amex will send to Company a monthly statement listing all Charges. Company agrees to pay Amex in full for all Charges upon its receipt of the monthly statement. In addition, Company is also liable in full for Charges which result from the misuse of such accounts by any travel agent other than Amex, or any person currently or formerly included on a List. Company must notify Amex of any alleged billing errors or disputes within sixty (60) days of the date such Charges first appear on a monthly statement.

19.4. Late Fees – Late fees will accrue as follows, unless prohibited by applicable state law: (a) if there are any amounts totaling more than \$50.00, in the aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company’s Amex Account by the Next Closing Date, a late fee of \$39.00 may be charged; (b) if there are any amounts totaling more than \$50.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company’s Amex Account by the following Next Closing Date, a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company’s Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

19.5. Annual Fee – The annual fee for the CRBTA is \$150 and is subject to change upon not less than sixty (60) days’ prior written notice to Company.

19.6. Miscellaneous – Amex will notify Company of changes to the terms of certain insurance programs available to persons using the CRBTA. Company agrees to notify all persons authorized to use the CRBTA of any such changes.

20. Intentionally omitted.

21. AIRLINE CENTRAL BILLING ACCOUNT

21.1. Issuance – Amex or its Affiliate will establish an Airline Central Billing Account in Company’s name provided that Company has established a Corporate Card Account pursuant to the terms of this Agreement. Upon Company’s request, one supplementary account under the Airline Central Billing Account will be assigned to Company’s choice of a Company employee, department, division or other business group (a supplementary account, collectively with the Airline Central Billing Account, are referred to in this Agreement as the “ACB”).

21.2. Charges – Purchases of air and rail transportation tickets charged with a Corporate Card issued pursuant to this Agreement will be billed to the ACB. An entry will appear on the applicable Corporate Card statement indicating the amount that has been billed to the ACB.

21.3. Liability – Company shall be fully liable for all Charges incurred on the ACB in accordance with Section 3.2(b) above. Amex will send to Company a monthly statement listing all



Charges. Company agrees to pay Amex in full for all Charges upon its receipt of the monthly statement. Company must notify Amex of any alleged (i) lost or stolen tickets or (ii) billing errors or disputes within sixty (60) days of the date such Charges first appear on a monthly statement.

21.4. Late Fees – Late fees will accrue as follows, unless prohibited by applicable state law: (a) if there are any amounts totaling more than \$50.00, in the aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the Next Closing Date, a late fee of \$39.00 may be charged; (b) if there are any amounts totaling more than \$50.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

21.5. Miscellaneous – If the Corporate Card Account is terminated for any reason, the ACB will terminate automatically. Upon and after termination of the ACB, any credits posted by Amex in respect of any Charges to the ACB will be posted to the Corporate Card Account of the applicable Commercial Cardmember.

22. CAR RENTAL CENTRAL BILLING ACCOUNT

22.1. Issuance – Amex or its Affiliate will establish a Car Rental Central Billing Account in Company's name provided that Company has established a Corporate Card Account pursuant to the terms of this Agreement. Upon Company's request, one supplementary account under the Car Rental Central Billing Account will be assigned to Company's choice of a Company employee, department, division or other business group (a supplementary account, collectively with the Car Rental Central Billing Account, are referred to in this Agreement as the "CRCB").

22.2. Charges – Amounts for car rental and related services charged with a Corporate Card issued pursuant to this Agreement will be billed to the CRCB. An entry will appear on the applicable Corporate Card statement indicating the amount that has been billed to the CRCB.

22.3. Liability – Company shall be fully liable for all Charges incurred on the CRCB in accordance with Section 3.2(b) above. Amex will send to Company a monthly statement listing all Charges. Company agrees to pay Amex in full for all Charges upon its receipt of the monthly statement. Company must notify Amex of any alleged billing errors or disputes within sixty (60) days of the date such Charges first appear on a monthly statement.

22.4. Late Fees – Late fees will accrue as follows, unless prohibited by applicable state law: (a) if there are any amounts totaling more than \$50.00, in the aggregate, that were incurred

during a statement billing period and that have not been paid and credited to Company's Amex Account by the Next Closing Date, a late fee of \$39.00 may be charged; (b) if there are any amounts totaling more than \$50.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

22.5. Miscellaneous – If the Corporate Card Account is terminated for any reason, the CRCB will terminate automatically. Upon and after termination of the CRCB, any credits posted by Amex in respect of any Charges to the CRCB will be posted to the Corporate Card Account of the applicable Commercial Cardmember.

23. FEE CENTRAL BILLING ACCOUNT

23.1. Issuance – Amex or its Affiliate will establish a Fee Central Billing Account ("FCB") in Company's name provided that Company has established a Corporate Card Account pursuant to the terms of this Agreement.

23.2. Charges – Annual fees for Corporate Cards issued pursuant to this Agreement will be billed to the FCB. An entry will appear on the applicable Corporate Card statement indicating the amount that has been billed to the FCB.

23.3. Liability – Company shall be fully liable for all Charges incurred on the CRCB in accordance with Section 3.2(b) above. Amex will send to Company a monthly statement listing all Charges. Company agrees to pay Amex in full for all Charges upon its receipt of the monthly statement. Company must notify Amex of any alleged (i) lost or stolen tickets or (ii) billing errors or disputes within sixty (60) days of the date such Charges first appear on a monthly statement.

23.4. Late Fees – Late fees will accrue as follows, unless prohibited by applicable state law: (a) if there are any amounts totaling more than \$50.00, in the aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the Next Closing Date, a late fee of \$39.00 may be charged; (b) if there are any amounts totaling more than \$50.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.



23.5. Miscellaneous – If the Corporate Card Account is terminated for any reason, the FCB will terminate automatically. Company is responsible for reconciling any such credits as between Company and the Commercial Cardmember. No late fees shall apply to Charges billed to the FCB.

24. CORPORATE PURCHASING CARD (CPC) ACCOUNT

24.1. Use of Corporate Purchasing Card – Company agrees that it will implement and communicate Company policies that require Corporate Purchasing Cards issued hereunder to be used only for the purchase of goods and services on Company's behalf. Company also agrees that its policies will be in strict conformity with the Corporate Purchasing Card Terms and Conditions included with each Corporate Purchasing Card issued hereunder. In the event any of the terms and conditions of this Agreement conflict with those of the Corporate Purchasing Card Terms and Conditions, this Agreement will prevail. Individual use of Corporate Purchasing Cards is governed by the cardmember agreement.

24.2. Liability – Company shall be fully liable for all Charges incurred on the CPC Accounts in accordance with Section 3.2(b) above.

24.3. Expedited Delivery Fee – Amex may charge a fee for granting a Program Administrator's request for expedited delivery of Corporate Purchasing Cards.

24.4. Payment Terms / Settlement – Company agrees to pay all Charges shown on each consolidated monthly statement (the "Consolidated Statement") within fourteen (14) calendar days after the Closing Date specified on the applicable Consolidated Statement. If Company believes any Charge shown on a Consolidated Statement is in error or in dispute with the seller, Company may request, and Amex may institute and maintain for a reasonable period, a temporary credit on the Corporate Purchasing Card Account in the amount of the disputed portion of the Charge while Amex investigates the error or Company seeks to resolve the dispute.

24.5. Late Fees – The amount of the late fee depends on the length of time an account on any Consolidated Statement has remained unpaid. If there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period on any Consolidated Statement and that have not been paid and credited to Company's Amex Account by the Next Closing Date of such Consolidated Statement, then a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged. Late fees will not exceed the maximum allowed by law.

24.6. Problems with Goods or Services – Company agrees to resolve any disputes concerning goods or services purchased using the Corporate Purchasing Card directly with the seller.

24.7. Access to Information – Amex may compile and convey to Company certain information provided to Amex by the sellers of goods and services Company purchased using the Corporate Purchasing Card, such as, for example, a seller's tax

identification number and SIC number and the seller's status as a minority-owned or woman-owned business. Amex does not guaranty the accuracy of any such information and, by conveying such information to Company, does not undertake to perform on Company's behalf any reporting, compliance or other obligation or requirement applicable to Company pursuant to any law, regulation, executive order or court order.

24.8. CPC Department Account – Upon Company's request, Amex or its Affiliate will establish a department account(s) for the billing of purchases from certain merchants that accept payment via such accounts ("CPC Department Account(s)"). Except as specifically provided herein, the terms of this Agreement which are applicable to the CPC Account and/or Corporate Purchasing Cards shall apply to the CPC Department Account. Notwithstanding anything in this Agreement to the contrary, with respect to any CPC Department Account, Company is liable for all Charges made to such CPC Department Account in accordance with the liability terms set forth in Sections 3.2(b) and 3.3(b) of this Agreement whether the CPC Department Account is issued with or without a corresponding plastic card.

24.9. Monthly Spending Limit – Amex may assign a monthly spending limit (the "Monthly Account Limit") to the CPC Account. The aggregate dollar amount of CPC Charges to Corporate Purchasing Cards issued on the CPC Account may not exceed the Monthly Account Limit. Once the Monthly Account Limit has been reached during a billing cycle, Charge privileges for Corporate Purchasing Cards issued on the CPC Account will be suspended until payment has been received and credited to the CPC Account. Amex will notify Company of the Monthly Account Limit, and Amex may change the Monthly Account Limit upon notice to Company. If authorization for any CPC Charge is declined based upon the Monthly Account Limit, Amex may notify the applicable merchant of the reason for the decline of the authorization request. Company agrees to notify Commercial Cardmembers of the Monthly Account Limit and of the consequences of exceeding the Monthly Account Limit.

24.10. Card Limits – Amex may assign limits ("Card Functionality Limits") to particular Corporate Purchasing Cards issued on the CPC Account based upon dollar amounts charged, the type of merchant establishments at which CPC Charges may be incurred, or other parameters Company and Amex agree upon. Certain CPC Charges in excess of or outside the parameters of the Monthly Account Limit or Card Functionality Limits may be incurred. Notwithstanding anything to the contrary contained herein or in any other agreement, and except for CPC Charges resulting from the Unauthorized Use of a Corporate Purchasing Card, Company is liable for CPC Charges in excess of or outside the parameters of any Monthly Account Limit or any Card Functionality Limit.

25. CORPORATE MEETING CARD (CMC) ACCOUNTS



25.1. Liability – Company shall be fully liable for all Charges incurred on the Corporate Meeting Card Accounts in accordance with Section 3.2(b) above.

25.2 Late Fees – Late fees will accrue as follows, unless prohibited by applicable state law: (a) if there are any amounts totaling more than \$50.00, in the aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the Next Closing Date, a late fee of \$39.00 may be charged; (b) if there are any amounts totaling more than \$50.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

25.3. Annual Corporate Meeting Card Fee – An annual fee will be payable by Company for each Corporate Meeting Card. The annual fee assessed during each annual period will be determined in accordance with the then current Corporate Meeting Card fee schedule.

25.4. Corporate Meeting Card Supplemental Account – The provisions of this Section 25.4 shall take effect on the date of execution of the Corporate Meeting Card Supplemental Account Application provided to Company upon request. Except as specifically provided herein, the terms of this Agreement which are applicable to the Corporate Meeting Card Account and/or Corporate Meeting Cards shall apply to the Corporate Meeting Card Supplemental Account.

25.4.1. Upon Company's request, cards with account numbers that represent supplemental accounts to the Company's primary Corporate Meeting Card Account, will be assigned to certain of Company's Employees, departments, divisions or other business groups.

25.4.2. Only plastic cards shall be issued in connection with Company's CMC Supplemental Account. Plastic cards issued under a CMC Supplemental Account are subject to the same annual fee, if any, for Corporate Meeting Cards issued under this Agreement.

25.4.3. The CMC Supplemental Account(s) established pursuant to this Section will be subject to any limits indicated by Company on the Supplemental Account Application.

25.5. Corporate Meeting Card Department Account – Company shall be fully liable for all Charges incurred on the Corporate Meeting Cards specific to a Company department or meeting/event in accordance with Sections 3.2(b) and 3.3(b) above.

26. CORPORATE CASHBACK® PROGRAM

26.1. Liability Company shall be fully liable for all Charges incurred on any Corporate Card earning Corporate CashBack®,

in accordance with Section 3.2(b) and subject to the terms above.

26.2. Annual Fee/Program Fee.

An annual membership fee and an annual program fee will be payable for each Corporate Card and will be determined in accordance with the then current Corporate Card fee policies.

26.3. Late Fees – Late fees will accrue as follows, unless prohibited by applicable state law: (a) if there are any amounts totaling more than \$50.00, in the aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the Next Closing Date, a late fee of \$39.00 may be charged; (b) if there are any amounts totaling more than \$50.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

26.4. Expedited Delivery Fee – Amex may charge a fee for granting a Program Administrator's request for expedited delivery of Corporate Cards.

26.5. Program – Charges incurred on Corporate Card account(s) earning Corporate CashBack® may earn one percent (1%) for every dollar charged on an eligible purchase as a statement credit. The following transactions are **not** eligible purchases and do not qualify for the one percent (1%) statement credit: cash advances, balance transfers, Privileged Assets, Corporate Express Cash, purchases of American Express® travelers cheques, foreign currency purchases and any related fees, purchase paid with points, Convenience Check transactions, purchases and reloads of prepaid cards, purchases of gift cards, card account fees.

26.6. Forfeiting of statement credit.

(a) **For Returning Items Purchased.** If you return something that you purchased with any of your Corporate Cards earning Corporate CashBack®, the statement credit you receive from the return will cause a corresponding deduction for the statement credit, if any.

(b) **For making late payments.** If the amount due on a statement is not paid in full and posted to your account prior to the Next Closing Date, you will forfeit all cash back earned during the period covered by that statement.

(c) **For canceling your account.** If Amex cancels Company's Card program account for any reason (including bankruptcy or insolvency), the Company will forfeit any benefit earned.

(d) **For Misuse of Your Account.** If Company, Company's Program Administrator, or any employee, agent, representative or contractor of Company attempts to use the Corporate Card in a fraudulent way, Amex may: (i) take away all rewards, (ii)



cancel the Card account program, and (iii) cancel any and/or all of Company's American Express® Corporate Cards.

27. SUPPLEMENTAL VIRTUAL CARD ACCOUNTS

27.1. Virtual Card Accounts – Company must activate each individual Virtual Account by providing Virtual Account Parameters to Amex to settle a transaction. During the activation process, Amex will receive and register such Virtual Account Parameters for that individual Virtual Account and will provide a single use account number to settle such transaction. Physical plastic cards will not be issued in conjunction with Virtual Card Accounts. Virtual Card Accounts will not bear the name or signature of a specific employee. “Virtual Card Account Parameter” means a specific payment amount and payment date(s), if specified, and the payee, supplied by Company to activate each individual Virtual Card Account.

27.2. Termination of a Single Virtual Card Account – With respect to Virtual Card Accounts, Company (i) may terminate a single Virtual Card Account by providing notice of such termination of authority to Amex and Amex shall immediately take steps to effectuate such termination within a reasonable time (not to exceed 24 business hours), and (ii) may not terminate a single Virtual Card Account for which Virtual Card Account Parameters have been provided to Amex and for which a merchant has received authorization.

27.3. Problems with Goods or Services – Company agrees to resolve any disputes concerning goods or services purchased using the Virtual Card Account directly with the seller.

28. Intentionally Omitted.

29. AMERICAN EXPRESS GO™

29.1. Supplementary Virtual Account Numbers – The supplementary virtual account number (“VAN”) is based upon two pieces of functionality: a Company-defined (i) pre-authorized amount, and (ii) payment start and end dates. Provided, Amex has issued an eligible Amex Account (a “Funding Account”), Company may activate each VAN linked to the respective underlying Funding Account by providing VAN Parameters to Amex to settle transactions. During the activation process, Amex will receive and register such VAN Parameters for that individual VAN to settle a transaction and bill Charges to the underlying Funding Account. After payment authorization, the transaction amount is deducted from the pre-authorized amount of the VAN, reducing the available balance. Physical plastic cards may be issued in conjunction with the VANs.

“VAN Parameter” means a specific pre-authorized payment amount, payment date(s), and the payee, if specified, supplied by Company to activate each individual VAN. Company's Program Administrator will have the ability to change the VAN Parameter via online program management. The expiration may be extended only upon request by Company's Program

Administrator prior to the expiration date. When the available balance on the pre-authorized amount of the VAN reaches zero or when the expiration date is reached, all future transaction attempts will be declined.

29.2. Liability – Company shall be fully liable for all Charges incurred on the VAN including Charges incurred from Unauthorized Use.

29.3. Payment Terms / Settlement – Company agrees to pay all Charges incurred on the VAN as shown on each consolidated monthly statement in full upon Company's receipt of the consolidated monthly statement.

29.4. Termination/Modification of a VAN – With respect to VANs, Company (i) may terminate a single VAN by providing notice of such termination of authority to Amex and Amex shall take steps to effectuate such termination, and (ii) may not terminate a single VAN for which VAN Parameters have been provided to Amex and for which a merchant has received authorization. The termination of an individual VAN will not terminate the Funding Account. If the Funding Account is terminated for any reason, all VANs issued pursuant to such Funding Account will terminate automatically. Upon and after termination of the VAN, any credits posted by Amex in respect of any Charges to the VAN will be posted to the underlying Funding Account.

29.5. Problems with Goods or Services – Company agrees to resolve any disputes concerning goods or services purchased using the VAN directly with the merchant. If Company believes any Charge shown on a consolidated monthly statement is in error or in dispute with the seller, Company may request, and Amex may institute and maintain for a reasonable period, a temporary credit on the Funding Account in the amount of the disputed portion of the Charge while Amex investigates the error or Company seeks to resolve the dispute.

29.6. Fees- Company agrees to pay the following fees for American Express Go™: (i) two dollars (US \$2.00) for each end-user profile created to use a VAN via the mobile app; (ii) five dollars (US \$5.00) for each end-user profile created to use a VAN at physical retail locations and via the mobile app. For clarification, any request to upgrade an existing mobile app profile to include retail location use shall incur a three-dollar (US \$3.00) upgrade fee. American Express reserves the right to charge an additional fee for expediting the shipping of cards. The actual physical card will be provided to the Company at no cost.

30. SUPPLIER ENABLEMENT

When available and as requested by Company, Amex will provide Company with supplier matching, verification, outreach and other similar services (collectively, the “Supplier Enablement Service”), pursuant to which Amex will, among other things: (a) identify Company-designated Suppliers (as defined below) that are existing Amex- accepting merchants, (b) contact such Suppliers on behalf of Company and (c) notify Company of those Suppliers that desire to receive invoice payments via the on-line payment portal (such Suppliers, the



“Participating Suppliers”). Amex shall process Company’s payments of invoices from Participating Suppliers using a payment method supported by the Amex Supplier Enablement Service, as selected by Company, subject to the terms and conditions applicable to each such Amex payment method. Amex shall assist Company in validating Supplier contact information and troubleshooting payment-related issues. Company hereby acknowledges and agrees that use of the Supplier Enablement Service is not a guarantee of acceptance of payment by Participating Suppliers.

liability to verify what such third parties will do with Information provided by Amex. Company shall provide no less than fifteen (15) days’ prior written notice to American Express of Company’s intent to terminate this consent and authorization.

Without limiting any of the other provisions herein, Company is entirely responsible for maintaining the confidentiality, adequate security and control of any passwords, user IDs, tokens, personal identification numbers (PINs) or any other codes (collectively, “Codes”) that Company or its employees or agents uses in connection with the Supplier Enablement Service. Furthermore, Company is entirely responsible for any and all activities that occur under each Code. COMPANY ACKNOWLEDGES AND AGREES THAT AMEX WILL ACT ON ANY INSTRUCTIONS RECEIVED BY AMEX FROM ANY PERSONS UTILIZING SUCH CODE(S). Company must notify Amex in writing immediately of any unauthorized access or use of Codes or any other breach of security. Company will not be liable for any loss or damage that Company may incur as a result of anyone using the Code(s), either with or without Company’s knowledge. Amex will be entitled to rely on the genuineness and authority of all instructions received by Amex from any person or through access by any person to the Supplier Enablement Service using a matching Code, and to act on such instructions until Amex receives from Company written notice stating otherwise.

Company hereby consents and authorizes Amex: (i) to enable the Supplier Enablement Service for Company; and (ii) without limiting any other provision herein, to share, release, communicate and provide to, and receive from, including through an interface and associated services (a “UI”), Company and any other third party, including a UI provider and/or Supplier designated by Company (each, a “UI Provider”), all relevant Customer Data (as defined below), information and documentation (collectively, “Information”) received from Company or pertaining to Company and its Suppliers (as defined below), that is necessary to effect services for Company. Company acknowledges that it may be necessary for a UI Provider to have access to Information in order to effectively provide services to Company in conjunction with Amex and/or receive payment via an Amex payment method selected by Company (including through the UI). Company hereby consents and authorizes Amex to contact any UI Provider on behalf of Company and receive and provide Information from and to UI Providers, as applicable, by any and all applicable methods of communication available, in connection with the Supplier Enablement Service. Company agrees that except as otherwise expressly set forth in this Agreement; Amex will not provide notification to Company with respect to delivery of such Information to third parties including a UI Provider and Amex has no responsibility or

“Supplier” shall mean any person or entity through which Company is procuring goods and/or services.

“Customer Data” shall mean any data provided by or on behalf of Company for incorporation in or use with the Supplier Enablement Service or any Amex Account and any data output from the Supplier Enablement Service or any Amex Account from the processing of such data entered or provided.

The Terms and Conditions of this Commercial Account Agreement are effective as of the date written below (“Effective Date”).

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY INC.

ACCOUNT LEGAL NAME Clark County, Nevada

By:

Printed Name: Gunther Bright

Printed Name: Jessica L. Colvin

Title: Executive Vice President, Global and U.S. Large Enterprises

Title: Chief Financial Officer

Date: 4/26/2022