

Premium Rewards Terms and Conditions

I. Definitions

The capitalized terms below shall be defined as set forth in this section. Other capitalized terms are defined as otherwise set forth herein.

“Authorized User” means an individual that Participant allows to have access to the Primary Program Account for redemptions and information about the Primary Program Account.

“Bank” means Bank of America N.A. **“We”** and **“us”** also refer to Bank.

“Bank Parties” means Bank, its affiliates and their respective employees, officers, directors, subcontractors, providers and vendors.

“Cardholder” means each authorized user of the Primary Program Account enrolled in the Program.

“Company” means the business or other entity to which a Program Account is issued that enrolls the Program Account in the Program.

“Fee” means the nonrefundable annual participation fee for the Program.

“Global Card Access” means the website made available at www.bankofamerica.com/globalcardaccess, or any successor thereto.

“Participant” means Company or Cardholder, whichever party is authorized to earn and redeem Points. **“You,” “your,” “his,”** and **“her”** also refer to Participant.

“Points” means Premium Rewards points earned in the Program.

“Program” or **“Premium Rewards”** means the Bank of America Premium Rewards Program under these Program Terms and Conditions.

“Primary Program Account” means the Program Account enrolled in the Program by Company that earns Points and from which Points are redeemed for Rewards, determined as follows: (i) when Points are earned at the Cardholder level, the portion of the Program Account attributable to Cardholder’s use (i.e., the subaccount established for Cardholder) or (ii) when Points are earned at the Company level, the Program Account is deemed the Primary Program Account.

“Program Account” means a Commercial Card, Corporate Card, Executive Card or Executive Explorer account issued by Bank in the United States.

“Program Terms and Conditions” means these Premium Rewards Terms and Conditions.

“Qualifying Purchase” means any point of sale purchase, internet or mobile app purchase, phone or mail order purchase, bill payment, or contactless purchase (a purchase made by

holding Participant's Visa or Mastercard card or other device up to a secure reader instead of swiping your card) made with the Primary Program Account which is processed or submitted through the Visa U.S.A. Inc. or Mastercard payment system. For the avoidance of doubt, a "Qualifying Purchase" excludes any of the following: payments of existing card balances, balance transfers, cash advances, ATM transactions, convenience checks, quasi-cash (for example transactions representing sale of items that are directly convertible to cash such as money orders, crypto currencies, bonds, gambling (including but not limited to casino chips/tokens or lottery tickets), travelers checks, money orders, wire transfers, and similar products or services, etc.), debit card and debit-network transactions (for example Interlink, Maestro), fees charged by us (for example, annual fees including the Fee, finance charges, and related service charges, if applicable), payments made for pre-paid and re-loadable cards, or transactions that are not processed or submitted through the Visa U.S.A. Inc. or Mastercard payment system.

"Reward" means any item found in the Program rewards catalog.

II. Acceptance of Program Terms and Conditions

If Company has elected to participate in the Program, these Program Terms and Conditions shall apply. By utilizing the Program, Participant agrees to and accepts these Program Terms and Conditions and shall be liable for compliance with these Program Terms and Conditions by any Authorized User. Bank will notify Participant of adverse changes to these Program Terms and Conditions.

In addition to these Program Terms and Conditions, the Card Agreement between Bank and Company relating to use of the Program Account ("**Card Agreement**") shall govern the use of the Program Account to execute Qualifying Transactions. In the event of a conflict between the Card Agreement and these Program Terms and Conditions, the Card Agreement shall control as to any matter other than earning and redeeming Points in the Program and establishment and changes to the Fee (or other fees associated with the Program), and the Program Terms and Conditions shall govern as to earning and redeeming Points in the Program and establishment and changes to the Fee (or other fees associated with the Program).

III. Communications

Bank may communicate with Participant regarding any matter related to the Program via mail, telephone or electronic communications, including via email. Electronic communication is the preferred communication method for the Program.

If Participant uses Global Card Access, Participant agrees that Bank may make electronic communications to Participant, including email and/or postings to the Program website. All such electronic communications are deemed to be communications "in writing" and are deemed to be delivered no later than the date actually received.

Participant may update Participant's contact information by visiting Global Card Access to make changes to the Primary Program Account profile or by contacting our Bank of America Premium Rewards customer service team, which can be reached by:

- **Phone:** at 1.888.449.2273, 24 hours a day, 7 days a week.
- **Through Global Card Access:** at www.bankofamerica.com/globalcardaccess.

IV. Eligibility

Company may participate in only one Bank rewards Points program at a time. Bank reserves the right to determine in its sole discretion whether Company and each Cardholder is eligible to participate in the Program.

Company shall participate in the Program by enrolling the Program Account in the Program and designating eligible Cardholders to Bank. Based on how Points are earned and redeemed, Cardholders may be enrolled in the Program directly or by Company. Company or Cardholder will earn Points for every dollar spent, including tax, of net new Qualifying Purchases charged to the Primary Program Account. Points can be earned and redeemed on the Primary Program Account at the Cardholder or the Company level, as elected by Company and notified to Bank.

Points will expire on December 31 of the fifth calendar year following the year in which the Points are earned. Points will be redeemed and will expire on a first-in, first-out basis. The expiration dates for the Points are available in the Primary Program Account's Global Card Access profile.

A Primary Program Account is eligible to earn and redeem Points in the Program if, and for as long as, all the following conditions are met (collectively, the "**Conditions**"):

- The Program Account to which the Primary Program Account pertains is open, in good standing and enrolled by Company in the Program.
- If Cardholder is a Participant, Cardholder is employed by Company and enrolled in the Program.
- The Card Agreement has not terminated or expired.
- Company is not in breach of or default under the Card Agreement.
- The Fee has been paid.

V. Participation and Other Fees

Participant agrees to pay the Fee. The initial Fee is stated in the Card Agreement. The Fee is in addition to any other fees set forth in the Card Agreement. We reserve the right to change, add or delete all fees associated with the Program, including the Fee, and to modify the amount of such fees, effective as of the date communicated to Participant. Participant will be charged the Fee within the month in which the Primary Program Account is first enrolled in the Program and annually thereafter.

Enrollment of the Primary Program Account in the Program will automatically be renewed each year as long as the Conditions otherwise remain satisfied with respect to the Primary Program Account. Company or Cardholder, as applicable, must submit any cancellation or de-enrollment request to us in writing or by contacting Premium Rewards customer service as outlined in Section III. Once participation has been cancelled or de-enrolled, Points may not be redeemed; however, any valid Reward order processed prior to the cancellation or de-enrollment will be fulfilled subject to other applicable provisions of these Program Terms and Conditions. Remaining Points will be forfeited when the Primary Program Account is closed or Company de-enrolls the Primary Program Account from the Program. Please be aware that if Participant elects to participate in any Program service offered via a mobile device, Participant's wireless provider's message and data rates may apply, and Participant is responsible to his or her wireless provider for any such charges.

Bank reserves the right to suspend or terminate the Program (or Participant's participation in the Program) at any time, including for convenience, without cause, or for any reason without compensation to Participant.

VI. Account Access

Participant may view activity on the Primary Program Account at any time online by visiting Global Card Access and clicking on the Premium Rewards option, including the number of Points in the Primary Program Account, the recent Qualifying Purchases made with the Primary Program Account, and any redemption activity on the Primary Program Account. Participant may also call the Premium Rewards customer service center to obtain such information about the Primary Program Account.

It is Participant's responsibility to keep the user name and password to the Primary Program Account safe and known only to Participant. Participant is responsible for all activity in the Primary Program Account. If Participant uses the Program website, Participant is also subject to the Bank Privacy Policy, which can be found on the Program website.

VII. Earning Points

Only Qualifying Purchases can earn Points. We reserve the right in our sole discretion to include any additional type of transaction in, or exclude any type of transaction from, the definition of "Qualifying Purchase." Purchase amounts, including tax, will be rounded to the nearest whole dollar amount to determine the number of Points earned, and Bank will determine from time to time in its sole discretion how many Points are earned per one dollar of a Qualifying Purchase, which may vary based on categories of transactions. Please visit Global Card Access to see the current rate of Points earned per each dollar of a Qualifying Purchase. There is no limit to the number of Points that may be earned within a calendar year.

If a purchase is made in part with the Primary Program Account and in part with another form of payment (known as a "**split-tender**" transaction), only the part of the purchase made with

the Primary Program Account will be a Qualifying Purchase, and Participant will earn Points only for such amount.

The processing and posting of Points to the Primary Program Account can take up to two weeks for some Qualifying Purchases. Some Qualifying Purchases (for example, online purchases or foreign transactions) may take longer to be processed and posted. Qualifying Purchase amounts credited back to the Primary Program Account will reduce the Primary Program Account's available Point balance. Points earned for purchases for which Participant later refuses to pay will be reversed and no Points will be earned on those purchases.

Points are forfeited and may not be redeemed if the Primary Program Account is past due, closed, revoked or otherwise not in good standing with Bank or the Conditions are otherwise not satisfied with respect to Participant. Notwithstanding the foregoing, Points will not be forfeited if the Primary Program Account becomes past due and is subsequently brought current before it is closed. The Points will continue to accrue and the accrued Points may be redeemed when the Primary Program Account is brought current.

Each of Bank and its affiliates may in its sole discretion modify, restrict or change the Program at any time including, without limitation, changing the number of Points earned for a particular type of activity; the number of Points needed to be redeemed for a particular Reward; omitting or adding Reward levels or categories; changing the selection of Rewards; imposing, increasing or eliminating Point caps; or changing the conditions under which Points expire or are forfeited.

Points have no cash value and cannot be transferred to another account. Participants are not entitled to compensation from Bank, or from any other entity, when Points expire or if they are forfeited for any reason. Bank reserves the right to disqualify, suspend or terminate the Primary Program Account from participating in the Program if Participant has violated any of these Program Terms and Conditions or the Card Agreement or if the Conditions are no longer satisfied with respect to the Primary Program Account.

VIII. Redeeming Points

Participants must redeem Points for Rewards in the manner described in the rewards catalog, by accessing the online catalog via Global Card Access, then clicking on Premium Rewards or by contacting Premium Rewards customer service as outlined in Section III.

When redeeming Points via Premium Rewards customer service, Premium Rewards customer service will review the Primary Program Account to verify that its Point earnings are valid and that Participant has sufficient Points to redeem for the Reward. If a credit or other adjustment results in insufficient Points to redeem for the Reward, we may allow Participant the option to split-tender the transaction and use another payment method to obtain the Reward. If the Reward is fulfilled and later it is discovered that Participant did not have sufficient Points or funds for that Reward, the Primary Program Account Point balance will be debited by the amount of such deficiency, including below zero. If a Reward order is changed or cancelled by

Participant, the Reward and redeemed Points may be forfeited and change fees may be imposed.

Although Points are not transferrable, Participant may redeem Points for Rewards and have the Reward shipped to a third party. All Rewards or reward documents will be mailed to Participant or a third-party address provided by Participant at the time of redemption. We will only ship merchandise, event tickets, gift cards and reward cards to U.S. addresses.

Points are considered fully redeemed when the redemption request has been processed. If an order is placed for a Reward that becomes unavailable after the order is placed (and there is no substitute Reward available, as determined by Bank), the Points redeemed for such Reward will be reinstated to the Program Account and Participant will be notified that the Reward is no longer available.

Participant is solely responsible for compliance with all laws and regulations related to the Rewards, including the payment of any federal, state and local taxes or reporting on the Rewards.

All Rewards are subject to the conditions, restrictions, limitations and disclaimers contained in these Program Terms and Conditions, the Rewards catalog, and as otherwise may be imposed by Bank. No Bank Party is liable to Participant if a Reward expires prior to Participant's use or redemption of Points for the Reward. An expired Reward will no longer be available for use or redemption. Please refer to the Frequently Asked Questions of the Global Card Access for details.

Special terms and conditions apply when redeeming Points for the following types of Rewards:

A. Redeeming Points for Travel Rewards

Travel bookings can be placed online through Global Card Access or by contacting Premium Rewards customer service as outlined in Section III. Bookings placed on Global Card Access must be placed at least five (5) days in advance of travel. Hotel bookings placed by Premium Rewards customer service must be made at least twenty-four (24) hours in advance of the stay. Hotel bookings must include at least one (1) night and may not be made for more than thirty (30) days; provided that some hotel offers may have different minimum and maximum stay requirements. Please check the hotel terms and conditions on Global Card Access for additional details. Participant will receive a booking confirmation email within sixty (60) minutes after the order is submitted.

Upon purchase of an airline ticket, Participant is advised that airline tickets may be non-refundable/non-transferrable and changes or cancellations are subject to airline fees, rules, restrictions and reissue fees and a Premium Rewards cancellation or change fee(s). If Participant cancels or changes an airline ticket through the Program, Participant may be

charged a cancellation or change fee by Bank plus variable airline fees (which vary by airline and fare code booked).

Specialty bookings for cruises and vacation packages must be redeemed through Premium Rewards customer service.

When booking travel through the Program the following fees will apply in addition to those described above. All fees are non-refundable.

- A per booking issuance fee will apply to all travel bookings.
- A per booking fee will apply for any airfare change or cancellations if the airfare ticket has been issued. If a secondary airfare ticket is booked as a result of a change or cancellation an additional issuance fee will be applied. If the airfare ticket has not been issued no fee will apply for change or cancellation.

B. Redeeming Points for Merchandise and Event Tickets

For redemptions of Points for Rewards that are merchandise or event tickets, standard shipping and handling charges are automatically calculated on a per-item basis and will be included in the redemption cost. Merchandise cannot be shipped to P.O. boxes. Due to the Premium Rewards rapid order processing system, such an order is considered final once placed, and we cannot cancel an order thereafter.

Most merchandise items are shipped via standard ground service directly from the our subcontractor's distribution center within 3-4 business days. For items shipped directly from such distribution center via standard ground service, Participant will receive a shipping confirmation email that contains information for tracking the order from such distribution center. Participant may also check the status of an order online via the Premium Rewards redemption site or by calling the Premium Rewards customer service. Expedited shipping is available for most items and will incur additional shipping charges. Contact Premium Rewards customer service as outlined in Section III for additional information.

For other items shipped directly from the manufacturer (drop ship items) please allow one (1) to eight (8) weeks for delivery, depending on the item. Some items may take longer for delivery such as furniture and other seasonal items.

Please note that items ordered together may not necessarily ship together. When placing an order, please allow sufficient time for receipt of your order. Standard delivery charges apply to delivery within the 48 contiguous United States only. When placing an order to be shipped outside the contiguous United States, an additional shipping charge may apply.

Participant should inspect each order immediately and save all packing materials and cartons. In the rare event that the order arrives damaged, Participant should note the damage on all copies of the delivery receipt before signing, retain a copy of the delivery documents, and

contact Premium Rewards customer service as outlined in Section III immediately, Monday through Friday, 9 a.m. to 9 p.m. eastern time for further instructions. Participant must report all damages within one (1) business day of receipt to Premium Rewards customer service. If any merchandise Reward is damaged in transit, it can be returned to the Premium Rewards customer service in its original packaging in exchange for a replacement or a refund of Points used, provided it is reported to the Premium Rewards customer service center within such one (1) business day period. Items lost, stolen or damaged after transit may not be returned, replaced or exchanged for cash, credit or other Rewards or Points under any circumstances.

Refusing an item that is in good condition and accommodation returns will result in re-stocking and freight charges that will be deducted from the amount of Points refunded.

C. Redeeming Points for Physical Retail Gift Cards and Retail eGift Cards

Shipping and handling charges are automatically calculated on a per-item basis for physical retail gift cards and will be included in the redemption cost. Physical retail gift cards cannot be shipped to P.O. boxes or to an address outside the United States. Physical retail gift cards are shipped via standard ground service directly from the our subcontractor's distribution center within three (3) to four (4) business days. For items shipped directly from the distribution center via standard ground service, Participant will receive a shipping confirmation email within sixty (60) minutes of placing your order that contains information for tracking your order door-to-door. Participant may also check the status of an order on the Premium Rewards redemption site.

For electronic retail gift card orders or eGift Cards, Participant will receive an email with a link to the eGift Card within a few hours of placing an order.

Neither physical nor electronic retail gift cards expire. Gift card orders are considered final once placed and cannot be cancelled. Gift cards should be treated as cash and are not replaceable. Bank specifically disclaims any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential or special damages arising out of or in any way connected with the issuance of gift cards.

D. Redeeming Points for Prepaid Mastercard and/or Visa Rewards Cards

Shipping and handling charges are automatically calculated for Mastercard and/or Visa reward cards and will be included in the redemption cost. These reward cards cannot be shipped to P.O. boxes or to an address outside the United States. Orders are shipped within seven (7) business days and will arrive ten (10) to fourteen (14) days from the date the redemption was placed. Mastercard and Visa reward cards will expire twelve (12) months after date issued. An order is considered final once placed and cannot be cancelled. Reward cards should be treated as cash and are not replaceable. Bank specifically disclaims any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential or

special damages arising out of or in any way connected with the issuance of gift cards. Expired rewards cards will not be reissued.

IX. Responsibility and Liability

By becoming enrolling in the Program, Participant releases and holds each Bank Party harmless from any claim, liability or damage arising from or related to the Program or the selection, acceptance or use by Participant, or any person(s) whom Participant permits to use the Reward, of any Reward Participant receives. Participant is solely responsible for sharing these Program Terms and Conditions with any Authorized User with access to the Primary Program Account. Participant represents and warrants to Bank that Participant has obtained from each Authorized User such person's acceptance of and agreement to abide by these Program Terms and Conditions. Any offer in the Program is void where prohibited by law.

Rewards offered in the Rewards catalog are offered and manufactured and/or provided by independent Reward suppliers, which are subject to change and can be discontinued without notice in our sole discretion. Certain Rewards are offered and provided by independent common carriers.

NONE OF THE BANK PARTIES: (I) MAKES ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO ANY REWARDS; (II) ENDORSES, WARRANTS OR GUARANTEES THE GOODS OR SERVICES OFFERED BY ANY REWARDS SUPPLIER; (III) IS LIABLE FOR INJURY, DAMAGE, LOSS, EXPENSE, ACCIDENT OR INCONVENIENCE RESULTING FROM THE SELECTION, ACCEPTANCE OR USE OF A REWARD, USE OF POINTS OR FOR ANY LATE OR MISDIRECTED REWARDS; OR (IV) IS RESPONSIBLE FOR MERCHANTS, MANUFACTURERS OR OTHER REWARDS SUPPLIERS THAT DISCONTINUE OR CANCEL A REWARD DUE TO BANKRUPTCY OR FOR ANY OTHER REASON. EACH BANK PARTY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

In addition, no Bank Party is responsible for any disputes between or involving Company, Cardholder, Authorized Users or Rewards suppliers relating to Points, redemption for Rewards, use of Rewards or otherwise. Any required arbitration or other dispute resolution process provided for in the Card Agreement shall apply to Company's participation in the Program and to Cardholder's participation to the same extent as to Company. If Participant has any question, problem or dispute concerning the quality of, or otherwise arising from any Reward provided as part of the Program, Participant may contact Premium Rewards customer service as outlined in Section III.

If Participant contacts Bank regarding an error or mistake with respect to the Primary Program Account, Bank will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in these Program Terms and Conditions. In any event, Participant must provide such notice by contacting Premium Rewards customer service as outlined in Section III within sixty (60) days after the posting date or the date of the alleged

error or mistake in order for Bank to undertake an investigation of the matter. Bank may require Participant to provide written confirmation of the alleged error or mistake. If Bank does not receive the requested written confirmation at the address and within the timeframe requested, Bank may in its sole discretion determine not to investigate or correct the alleged error or mistake.

If Bank completes its investigation of the alleged error or mistake and notifies Participant of the determination, Bank has no further responsibilities should Participant later reassert the same alleged error or mistake. All questions or disputes regarding the Program, including eligibility, earning Points or redemption of Points for Rewards, will be resolved by Bank in its sole discretion.

Company is solely liable for any fraudulent activity that occurs on such Primary Program Account which arises out of, is alleged to arise out of, or is related to a security breach or data privacy loss of Participant's email address enrolled in the Program or any device used to access the Primary Program Account.

Each Bank Party may provide services to Participant subject to these Program Terms and Conditions. Participant is responsible for:

- Contacting Bank customer service if the Primary Program Account number may have been compromised. Participant can contact the Bank of America Global Card Services, 24 hours a day, 7 days a week at 888-449-2273.
- The safekeeping of any Rewards certificates or documentation. Rewards certificates and documentation will not be replaced if stolen, lost, destroyed or expired, once received by Participant.
- Any federal or state tax liability or reporting on any Rewards.

In addition:

- Participant shall be solely responsible for all use of the Primary Program Account, including fraudulent use, by Participant's Authorized Users.
- Participant must review and understand the terms of the Program and Participant's responsibility for an Authorized User.
- Each Bank Party reserves the right to seek all remedies available at law and in equity for violations of these Program Terms and Conditions, including the right to block access from a particular Internet address to the website.