

CREDIT LINES - We assign a maximum Credit Line to the Company when each Account is opened, which is the aggregate indebtedness the Company may have outstanding at any one time. The total Credit Line and the individual Card spending limits may be adjusted at any time, upon request of Company or at our election. You agree not to request any transactions that would exceed the Credit Line.

HOW IT AFFECTS THE ACCOUNT... An individual Cardholder may be assigned a monthly spending limit, and the full amount will be available at the beginning of each billing period. Your Cash Advance limit is only a portion of the total available (unused) spending limit. The total spending limit and Cash Advance limit may change from time to time. We will notify you of any such changes through your billing statement or by sending you a separate notice, which may be after the change occurs. We may cancel, change, or rescind your credit availability at any time. We may approve a transaction that causes your Account balance to exceed the spending limit, but we do not treat such a transaction as a request for an increase in your spending limit or the Company's Credit Line.

DEFINITIONS

CASH ADVANCE - The following transactions will be treated as Cash Advances: all advances to get cash over the counter, through an ATM, or other "cash-like" transactions (such as purchasing a money order, or a traveler's check) as determined by us. We sometimes call these Cash Equivalents.

DAILY PERIODIC RATE (DPR) - The daily periodic rate for a given balance is equal to the APR for that balance divided by 365. It is a daily interest rate.

PAYMENT DUE DATE - This is the date by which we must receive the minimum payment in order for it to be on time. Your monthly billing statement will list the Payment Due Date.

DEFAULT - An Account will be in default if:

- 1) a minimum payment is not paid when due;
- 2) you or Company violates any other provision of this Agreement;
- 3) we believe Company may be unwilling or unable to pay its debts on time;
- 4) Company files for bankruptcy;
- 5) Company ceases to operate as a going concern, and/or the business assets of Company are sold, assigned, or transferred, and/or Company makes a general assignment for the benefit of creditors or makes or sends notice of any intended bulk sale;
- 6) a judgment is entered against you or Company, other than a judgment that is fully insured, if ten (10) days thereafter such judgment is not satisfied, vacated, bonded or stayed pending appeal;
- 7) Company is reorganized, merged or consolidated (or any agreement is entered into therefore) without prior written consent from us; or

8) an event described in items 1) through 7) takes place with respect to any guarantor or other entity liable under this Agreement, or the occurrence of any such event to the partners in Company.

If the Account is in default, we may close the Account or terminate or suspend credit privileges without notice and require full payment of the outstanding balance immediately. Interest will continue to accrue at the rate provided for in this Agreement. We can also begin collection activities. To the extent permitted by law, if Company is in default because it has failed to pay us, we will require Company to pay our collection costs, attorneys' fees, court costs and all other expenses of enforcing our rights under this Agreement.

USING THE ACCOUNT

You may use the Account only for business and commercial purposes. You may not use the Account for personal, family, or household purposes. You may not use the Account for illegal purposes, and you may not use the Account for Internet gambling (even if legal). However, Company is still responsible for any transactions that you enter into in violation of this Agreement.

PURCHASES - You may use the Account to buy goods and services.

HOW IT AFFECTS THE ACCOUNT... We authorize charges to the Account in accordance with the terms of this Agreement.

BALANCE TRANSFERS AND FEES - You can transfer balances to your Account by contacting us. We will charge a Balance Transfer fee on the amount of each Balance Transfer, as set forth in the Rates and Fees table.

HOW IT AFFECTS THE ACCOUNT... We permit Balance Transfers from most accounts issued by other banks.

CASH ADVANCES AND FEES - You may obtain cash from ATMs or at banks.

HOW IT AFFECTS THE ACCOUNT... We will charge a Cash Advance fee or Cash Equivalent fee on the amount of each Cash Advance.

CONVENIENCE CHECKS – Any individual cardholder or authorized user can use convenience checks that we supply to you. We will treat convenience checks as Cash Advances and will charge them against your credit limit. We may decline to honor a convenience check if you are over your credit limit, you are in default or your card has expired. You may not use convenience checks to pay any amount you owe us under this or any other credit agreement with Needham Bank.

PROMOTIONS - You may receive special offers related to your Account.

HOW IT AFFECTS THE ACCOUNT... Any special offer is subject to this Agreement, unless specified otherwise.

REWARDS - If your Account provides you with the opportunity to

earn rewards, points may be redeemed for brand named merchandise, gift cards, travel rewards, or other redemption items as we determine from time to time.

HOW IT AFFECTS THE ACCOUNT... We will provide you with all information and terms about your rewards separately. We will include on your billing statement all rewards you have earned.

FOREIGN TRANSACTION FEE AND EXCHANGE RATE - A Foreign Transaction is a Purchase and/or Cash Advance that you either...

- 1) make in a foreign currency or
- 2) make outside of the United States or its territories, even if made in U.S. dollars.

Regardless of the above language, Needham Bank will not treat as a Foreign Transaction any transaction that is both...

- 1) made in Canadian dollars or U.S. dollars, and
- 2) made with a merchant whose business is located in Canada and/or the United States or the territories of the United States

HOW IT AFFECTS THE ACCOUNT... Transactions you initiate in the United States through the internet may be considered made outside the United States if the merchant is located outside of the United States, and therefore may be considered a Foreign Transaction and subject to a Foreign Transaction Fee.

Mastercard International ("Mastercard") will convert foreign currency transactions using a government-mandated or wholesale rate in effect on the processing date (which may differ from the rate on the date of your transaction or the posting date). The rate used may differ from the rate that Mastercard actually receives.

AUTHORIZATION OF TRANSACTIONS / CLOSING THE ACCOUNT- Company may close the Account at any time by notifying us either in writing at the address shown on the billing statement, or by phone at the number provided on the billing statement. We will not honor any check or authorize any transactions after the Account is closed.

HOW IT AFFECTS THE ACCOUNT... We may refuse to authorize any transactions at our sole discretion, even if there is sufficient available credit. We are not responsible for any losses associated with a declined transaction.

We may close the Account or terminate credit privileges at any time for any reason, subject to applicable law. The Account balance will continue to accrue Interest Charges and fees and remain subject to all terms of this Agreement. If we do so, you may not use your Card or any convenience checks we have issued.

MAKING PAYMENTS

We will send a billing statement each month to Company. The statement will reflect subaccount transactions.

PAYMENT INSTRUCTIONS - You must follow the payment

instructions provided on your monthly billing statement. All payments made by check must be drawn on a U.S. financial institution in U.S. Dollars. You and Company authorize us to either use information from any check to make a one-time electronic fund transfer from the account or to process the payment as a check transaction.

HOW IT AFFECTS THE ACCOUNT... As long as a payment is made in accordance with the instructions on the billing statement by the date and time payments are due, we will credit the payment as of the day it is received. We may accept and process late, partial and payments marked as "paid in full" without losing our rights under this Agreement. Any such payments must be sent to the special address identified on the statement.

MINIMUM PAYMENT - At least the minimum payment must be paid when due. Any past due amounts and any amounts in excess of the Credit Line must also be paid when billed on the monthly billing statements or sooner if we ask.

HOW IT AFFECTS THE ACCOUNT... We will calculate the minimum payment based on the method described in the Agreement. The minimum payment will appear on the monthly billing statement, and may include any past due amounts and any amounts in excess of the Credit Line.

HOW TO AVOID PAYING INTEREST ON PURCHASES, AND WHEN WE BEGIN TO CHARGE INTEREST - You need to pay in full on or before the Due Date the "New Balance" on your Bill in order to receive a Grace Period on your Purchases. As long as you continue to pay the entire "New Balance" on your Bill on or before the Due Date each consecutive Billing Period, your Purchases will receive a Grace Period. If you do not pay your Bill in full (including the amount of any special promotions, Convenience Check offers, etc.), you will lose your Grace Period. If you lose your Grace Period by making only a partial payment that is at least equal to the Minimum Payment due on or before the Due Date, then in the next Billing Period, we will apply your partial payment as of the first day of that next Billing Period. If you lose your Grace Period, you may earn it back by paying the entire "New Balance" listed on any subsequent Bill. Once you have paid the New Balance on your Bill in full on or before its Due Date, you will receive a Grace Period for any Purchases made in the next Billing Period (subject to loss as set forth above). Note: in this section, the "next" Billing Period means the Billing Period which started immediately following the Billing Period for which you paid your Bill in full on or before the Due Date, which Due Date falls in the Billing Period identified in this section as the "next" Billing Period.

HOW IT AFFECTS THE ACCOUNT... Except as described above, we add new Purchases to the Account, and they begin to accrue Interest Charges, on the date of the transaction. There is no grace period for Cash Advances, Balance Transfers or Convenience Checks. We add new Balance Transfers, Overdraft Protection Advances or Cash Advances to your Account no earlier than the date of the transaction (for Convenience Checks, the date the payee deposits the Check). We may choose to add fees to the Account on the date of the related transaction, the date they are posted, or the last day of the billing period. Amounts added to the account remain subject to Interest Charges until paid in full.

APPLICATION OF PAYMENTS - We may apply the amount of any payment to the Account in any way we choose.

HOW IT AFFECTS THE ACCOUNT... We generally apply payments to lower APR balances first, which means Interest Charges may be higher.

CREDIT BALANCES - Company may request a refund of credit balances at any time.

HOW IT AFFECTS THE ACCOUNT... We will apply credit balances to new transactions, unless prohibited by law.

INTEREST RATES - ANNUAL PERCENTAGE RATES (APRs)

Interest Charge Calculation Methods and Computation of Average Daily Balance Subject to Interest Charge. The Interest Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified and explained below:

EXPLANATION OF INTEREST CHARGE FOR CASH ADVANCE PLANS AND RETAIL / PURCHASE PLANS

VARIABLE RATES - Variable Rates are calculated by adding together an index and a margin. This index is the highest U.S. Prime Rate as published in the "Money Rates" section of The Wall Street Journal on the last publication day of each month. An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum Payment Due. If The Wall Street Journal does not publish the U. S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

CASH ADVANCE PLANS - Average Daily Balance (including current transactions). The Interest Charge on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle transactions.

CASH ADVANCE INTEREST CHARGES - The interest charges for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying that periodic rate to the "average daily balance" of cash advances. To get the average daily balance, we take the beginning cash balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the daily balance of cash advances. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

RETAIL / PURCHASE PLANS - Average Daily Balance (including current transactions). To avoid incurring an additional Interest Charge on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next

monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

RETAIL / PURCHASE PLANS INTEREST CHARGES - The Interest Charges for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying that periodic rate to the "average daily balance" of retail purchases. To get the average daily balance, we take the beginning retail/purchase balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the daily balance of retail purchases. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance of retail purchases.

FEES & OTHER ACTIONS

There may be times when circumstances result in a fee or other action being assessed on the Account. All such fees will be added to the Purchase balance, unless otherwise indicated. Additional fees for special services you request may apply. You will be advised of the amount of such fees at the time of your request.

LATE PAYMENT FEE - Ensure that we receive at least the minimum payment by the Payment Due Date shown on the monthly billing statement. If any payment is late, we may charge a late payment fee.

COLLECTIONS - Do not default. If the Account is in default, we may take the actions described above in the Default section under Important Definitions.

RUSH ORDER FEE - CARD REPLACEMENT - You can request that a new or replacement card be sent to you on an expedited basis. We will add a Rush Order fee of \$25 to your Purchase balance if you request that a new or replacement card be sent to you on an expedited basis.

OTHER TERMS OF THE RELATIONSHIP

CREDIT INFORMATION - We may obtain and review the credit history of Company (including any Primary Applicant/Accountholder) from credit reporting agencies and others, including in connection with the servicing and collection of the Account.

ENFORCEMENT - We may choose to delay enforcing or waive any of our rights under this Agreement. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.

APPLICABLE LAW - This Agreement and the Account will be governed by federal law, and to the extent state law is applicable, the laws of the state of Massachusetts, and these laws will apply no matter where you live or use this Account.

AMENDMENTS - We may change or terminate all or any part of this Agreement, including APRs and fees, at any time. We may also add new terms or delete terms. Any changes will be in accordance with applicable law, and we will provide notice as required by law.

ASSIGNMENT - We may sell, assign or transfer the Agreement and the Account or any portion thereof without notice to you or Company, and the purchaser, assignee or transferee shall have the same rights as we do under this Agreement. You and Company may not sell, assign, or transfer the Account.

SEVERABILITY - Except as specifically provided in the arbitration section above, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.

FINANCIAL / MANAGEMENT INFORMATION - Company will: (a) deliver to us financial information in such form and detail and at such time as satisfactory to us, including, without limitation: (i) the most recent annual financial statements within 30 days of our request, to be accompanied by the individual financial statements of each guarantor, partner or other person/entity liable for payment of any of the Company's indebtedness to us; and (ii) if requested, provide us with the Company's most recent quarterly financial statements within 30 days after such request; and (b) promptly inform us of any changes in management personnel, ownership, name of the entity or any materially adverse change in the Company's financial condition.

RESTRICTIONS ON USE - Needham Bank may restrict use of your Card in any jurisdiction or country where such use would be contrary to U.S. law or regulation, or which is identified as presenting a high risk of fraud.

BILLING ERRORS

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT – WE MAY BE ABLE TO HELP

If you think there is an error on your statement, write us at the address shown on your billing statement. In your letter, give us the following information.

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of the problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

We will attempt to research and respond to your letter. However, if we conclude that there was no error, then you or Company will remain responsible for the amount on your statement.



BUSINESS CARDMEMBER AGREEMENT

NB Business Rewards Mastercard®

YOUR CONTRACT WITH US

Please take the time to review the following important information about the Account and retain it for future reference. This document is the agreement that covers the Needham Bank NB Business Rewards Mastercard®. It is an agreement between the Company, each Cardholder, and Needham Bank, and is referred throughout this document as the "Cardmember Agreement" or "Agreement". If you have any questions, please call us using the number on the back of your Card or on your billing statement.

Company's Agreement and Promise to Pay: Company, by requesting issuance of a card, agrees to the terms of this Agreement. Company agrees to pay us all amounts that we lend on the Account, together with Interest Charges and fees as provided in this Agreement. Company assumes full and complete responsibility to us for performance by all Cardholders of any obligations under this Agreement.

Joint and Several Liability of the Primary Applicant/ Accountholder: If the Account has a Primary Applicant/ Accountholder, then the Primary Applicant/ Accountholder is jointly and severally liable with Company on this Account.

IMPORTANT ACCOUNT TERMS

COMPANY - The individual, business firm, partnership, corporation or other entity that requested issuance of Cards and is named on the credit card carrier or billing statement, and any Primary Applicant/Accountholder.

HOW IT AFFECTS THE ACCOUNT...
A Primary Applicant/Accountholder is an individual who has agreed to be responsible for Company's obligations.

CARDHOLDER, YOU AND YOUR - The person to whom a Card is issued, or who is authorized to use a Card.

HOW IT AFFECTS THE ACCOUNT...
The Company may from time to time request that we issue Cards bearing the names of Cardholders designated by Company. Each Card relates to a separate Account, but all Cards are issued pursuant to the overall agreement between Company and us.

WE, US, OUR AND NEEDHAM BANK - Needham Bank

HOW IT AFFECTS THE ACCOUNT...
We are the creditor of your Account and the issuer of your Card.