

The following Terms and Disclosures (“Disclosures”) apply to new M&T Business Credit Card accounts, or M&T Business Rewards Credit Card account(s) (each, an “Account”), and are provided as required by law.

Please Note: If You and the Company are approved and qualify for any promotional offer, the specific Account disclosures for that promotional offer are in the materials that came with Your offer solicitation, and will also be mailed to the address set forth in your M&T Business Credit Card or M&T Business Rewards Credit Card Agreement (“Card Agreement”), which is being provided to You and Company separately.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) f,your APR will be	17.49 and 24.49% based on your creditworthiness and will vary with the market based on the Prime Rate.
APR for Balance Transfers	<p><u>M&T Business Credit Card Accounts:</u> 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 14.49 and 21.49% based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p><u>M&T Business Rewards Credit Card Accounts:</u> Your APR will be between 17.49 and 24.49% based on your creditworthiness and will vary with the market based on the Prime Rate.</p>
APR for Cash Advances	28.49%. This APR will vary with the market based on the Prime Rate.
APR for Overdraft Advances	28.49%. This APR will vary with the market based on the Prime Rate.
Penalty APR Interest	

	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire account balance by the due date each month. We will begin charging interest on balance transfers, cash advances and overdraft advances on the transaction date.
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“You”, “you” and “your” means each owner and/or Company’s authorized officer who applies for this Account, and has the authority to bind the Company to the terms and conditions of the Card Agreement.

“Company” means the business for which the Account is established.

The Company is jointly and severally liable with you for payment of all balances incurred on all Cards and Accounts issued pursuant to this application now or whenever such additional accounts may be established. If the Company is identified as a Not-for-Profit at the time of applying for the Account, you represent that you are applying as a legally authorized representative of the Company and not as an individual applicant and obligor. If the Company is a Not-For-Profit organization, the Company is liable for all amounts due on the Account r rrCant nceduewnc r4 (l)1.5 ()TJ.1 0.009 Tw4 (605 026Tc 0 Tw 1.389 0 Td ()Tj EMC 1

Visa® M&T Business Credit Card and/or Visa® M&T Business Rewards Credit Card Agreement

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION. YOU AND THE COMPANY MAY REJECT THE ARBITRATION PROVISION IN ACCORDANCE WITH THE TERMS OF THE "ARBITRATION" SECTION BELOW.

This Agreement governs the use of Your M&T Business Credit Card, or M&T Business Rewards Credit Card with M&T Bank, and together with the Application, Disclosures and Terms, and any other documents We provide in connection with the Account is the collective agreement that applies to all transactions on Your Account. This Agreement is the final expression of the terms and conditions of Your Credit Card Account with Us, and it supersedes any alleged oral or inconsistent provisions of any prior agreement. If any part of the Agreement conflicts with applicable law or is determined by a court to be invalid, this Agreement will be considered changed to the extent

You may use the Card to make Purchases. You may obtain cash advances from Us and from other financial institutions that accept VISA Cards, as well as from automated teller machines (ATMs) that accept VISA Cards (but not all ATMs accept VISA Cards) ("Advances").

You may use Checks issued by Us to access Your Account, subject to any terms communicated to You with the Checks in addition to the terms of this Agreement. When You or a Cardholder sign(s) a Check, You or Cardholder request(s) a cash Advance from the Account. We may refuse to pay a Check for any reason. At Your risk and upon Your request or the request of a Cardholder, We will accept a stop payment request on a Check. You or a Cardholder must provide Us with any information We may require. A stop payment request becomes effective only after We have had a reasonable opportunity to act upon it. Our receipt of a stop payment request comes too late if: We have

and Company will be advised of the Credit Limit when We issue the Card(s) connected to the Account. You and Company shall not allow Your Outstanding Balance to exceed the Credit Limit. However, if You and Company exceed Your Credit Limit, You and the Company are still responsible to pay the higher Outstanding Balance to Us. Notwithstanding a higher Credit Limit, We do not give up any of Our rights under this Agreement and We can require that You and the Company immediately pay to Us any amount in excess of the Credit Limit. We may establish a maximum cash advance amount that is less than Your Credit Limit. This cash advance limit is deemed to be the "Cash Limit".

Each payment You make on the Account will restore the Credit Limit by the amount of the payment, unless You are over Your Credit Limit. At Our sole discretion, We may wait to restore the Credit Limit until We have actually collected the funds You have submitted to Us in payment. If You are over the Credit Limit, You must pay the amount You are over the Credit Limit before payments will begin to restore the Credit Limit. You may request an increase in the Credit Limit only by a method acceptable to Us that we communicate to You.

We can increase or decrease the Credit Limit at any time for any reason and We can refuse to make a Transaction (without prior notice) at any time for any reason not prohibited by law. We are not responsible for any losses if a Transaction is declined for any reason, either by Us or someone else, even if You have credit availability. We may require You to register Your account with an authorization system that We select for online Transactions to help prevent fraudulent activity, and decline Your online Transactions if You do not register.

INTEREST CHARGES AND FEES

We calculate interest on the Account using the average daily balance method (including new Transactions) "Average Daily Balance". We calculate interest separately for each category of Transactions (purchases, Advances, Checks, balance transfers, overdraft protection, promotional cash advances, and promotional balance transfers). For each category of Transaction, We calculate a "Balance Subject to Interest Rate" for the billing cycle by adding up the

Expedited Card Fee. If You request that We expedite the delivery of a replacement Card, You must pay an Expedited Card Fee of \$25.

Administrative Fees. We may charge You for copies of billing statements, sales contracts, receipts or for special services You request. We will not charge You for copies of documents You request for a billing dispute You assert against Us under applicable law. These charges may change from time to time and will be added to Your purchase balance as of the date of the request.

Fee Limitations. We will not charge You a Late Payment Charge, Returned Check Charge, or Unpaid Convenience Check Fee that exceeds the amount of the associated payment/check. For example, if Your Minimum Monthly Payment amount is \$20 and You make a late payment, You will be charged a \$20 Late Payment Charge.

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Limitation on Interest and Finance Charges

Interest and other finance charges will not be payable at a rate in excess of the maximum rate allowed by applicable law. To the extent necessary to result in all finance charges not being payable at a rate in excess of that maximum rate, any amount that would be treated as part of those finance charges under a final interpretation of that law by a court will be considered to be a mistake, will be considered to be automatically canceled and, if received by Us, will be refunded to You, it being Your and Our intention that those finance charges not be payable at a rate in excess of that maximum rate.

Returns and Adjustments

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