

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.

<p>Interest Rates and Interest Charges Annual Percentage Rate (APR) for Purchases</p>	<p><u>M&amp;T Business Credit Card Accounts:</u> <b>0.00%</b> Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between <b>10.49 and 17.49%</b> based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p><u>M&amp;T Business Rewards Credit Card Accounts:</u> <b>0.00%</b> Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between <b>12.49 and 19.49%</b> based on your creditworthiness and will vary with the market based on the Prime Rate.</p>
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	<p><u>M&amp;T Business Rewards Credit Card Accounts:</u> 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 12.49 and 19.49% based on your creditworthiness and will vary with the market based on the Prime Rate.</p>
<p>APR for Cash Advances</p>	<p>22.49%. This APR will vary with the market based on the Prime Rate.</p>
<p>APR for Overdraft Advances</p>	<p>22.49%. This APR will vary with the market based on the Prime Rate.</p>
<p>Penalty APR and When it Applies</p>	<p>24.99%. This APR may be applied to your account if your account is past due 60 days.</p> <p>How Long Will the Penalty APR Apply? If your APRs are increased, the Penalty APR will apply until you make 6 consecutive minimum payments when due.</p>
<p>Paying Interest</p>	<p>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.</p>
<p>For Credit Card Tips from the Consumer Financial Protection Bureau</p>	<p>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance">http://www.consumerfinance</a></p>

“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.

“We”, “we” and “our” means M&T Bank.

Any other defined term that is used but not defined in these nu [45usit,n.8 (s)20.ar(t)-47y (or)7.p (“)]r(t)-474du8. wiusnd i-26.8 (nn)c

## Balance Transfers

We may decline balance transfer requests under certain circumstances. For example, if your account is delinquent or overlimit, we may decline to process your request. If we do, we will notify you. Your balance transfer limit, including all applicable fees, may not exceed the value of your available credit line. If the total balance transfer amount you request exceeds the value of your available credit line, you authorize us to send either full or partial payment to your creditors in the order you provide them to us. For any introductory balance transfer offer, the offer period begins at account opening.

A credit card balance transfer can only be used to pay off an existing credit card balance with another financial institution. It cannot be used to pay off a loan or line of credit or another debt held by M&T Bank or its affiliates.

Please review your Card Agreement and Disclosures. We will not affect any balance transfer you request if you call 1-866-279-0888 and withdraw your balance transfer request within 10 days after the date the Card Agreement and Disclosures and Terms are mailed to you.

Please continue to make your monthly payment on any Account from which you are transferring balances until the requested balance transfer is complete. Standard processing time varies, so your balance transfer may not take effect before your next payment cycle.

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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").

Subject to the first paragraph of this section, Your obligation to pay the Outstanding Balance continues even after Your termination of employment or affiliation with the Company for all Card obligations that were incurred until We receive and have had a reasonable opportunity to act upon Your request for closure of the Account. Your obligation to pay the Outstanding Balance continues even after an agreement, divorce decree (in the case of an individual) or other court judgment to which We are not a party directs You, the Company, or one of the other persons responsible to pay the Account.

Authorized Use: You and Company agree not to allow access to the Account to anyone who is not a Cardholder. If You allow access to the Account to someone, You and the Company will be liable, as set forth in this Agreement, for any charges made by that person. You and the Company are responsible for any Account transactions made by You or anyone whom You are deemed to have authorized by (a) lending Your Card to, or allowing Account access by another person; or (b) any other way in which You would be legally considered to have allowed another person to use Your Account or to be legally prevented from denying that You did so.

If the Company is identified as a Not-for-Profit at the time of applying for the Account, You represent that You have the necessary corporate authority to enter into this Agreement on behalf of the Company. For clarity, notwithstanding any other provisions to the contrary in this Agreement, as between Us and the Not-for-Profit Company, You will not be held personally liable for legitimate business Transactions, and the Company promises to pay all amounts due on the Account.

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the current monthly billing cycle. If the Daily Periodic Rate increases, You will have to pay a higher interest charge and may have to pay a higher Minimum Monthly Payment.

### Paying Interest

Your due date will be at least 25 days after the close of each billing cycle. If a monthly statement includes new purchases, you may avoid paying interest on those new purchases by paying the entire new balance reflected on that monthly statement (the "New Balance" for that month) in full by the payment due date for that monthly statement (the "Payment Due Date" for that month). If We do not receive the entire New Balance by the Payment Due Date, interest will be charged on the purchases from the date of the transaction. Interest charges on balance transfers, cash Advances, and overdraft advances begin to accrue on the Transaction date and continue to accrue until paid in full, and will be assessed even if Your entire New Balance is paid by the Payment Due Date.

### Penalty Rate

A Penalty APR of 24.99% (Daily Periodic Rate of .06847%) will apply to all balance categories instead of the introductory APR or regular APRs if You fail to pay the Minimum Monthly Payment within 60 days after its due date. If You promptly remedy the default, Your Account will return to the regular APRs for each balance after 6 consecutive cycles in which Your Account is deemed current and is not in default. Otherwise, Your APRs will remain at 24.99% (Daily Periodic Rate of .06847%) until Your Outstanding Balance is paid in full. The APR increase will occur regardless of whether We exercise any other right or remedy permitted under this Agreement or by law for Your default.









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

If Your credits and payments exceed what You owe Us, We will hold and apply this credit balance against future



the extent consistent with applicable bankruptcy law. This Arbitration provision governs over any inconsistent provision in the applicable arbitration rules or other provisions of any agreement between the parties.

Severability: If any portion of this Arbitration provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. However, if a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

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Notice of Your Billing Rights: Keep this Document for Future Use

This notice tells

