

REBATE CONDITIONS:

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

- (i) Company and Participant pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date;
- (ii) Neither Company nor Participant has breached any obligation, covenant, representation or warranty contained in this Agreement; and
- (iii) Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table; and
- (iv) The Agreement has not been terminated by either party prior to the completion of a rebate calculation period.

REBATE CALCULATION AND PAYMENT:

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank of America will pay a rebate to Company, which shall be calculated at the end of the Calculation Period in accordance with the Standard Transactions Rebate Multiplier Table and using the following equation:

$$\text{(Transaction Volume for Standard Transactions x Rebate Multiplier) + (Transaction Volume for Large Ticket Interchange Transactions x Rebate Multiplier) - Total Credit Losses}$$

The Standard Transaction rebate multiplier will be determined based on the Calculation Period cumulative total of all Standard Transactions volume, including Standard Transactions volume from travel rewards participants, however, Standard Transactions volume that is applied to travel rewards points will not be included in the rebate payout calculation. *This paragraph is applicable for products with Travel Rewards only.*

Payment of any rebate shall be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the Calculation Period. No rebate will be paid to any Participant.

Should one or more of the above Rebate Conditions not be met, Bank of America will be under no obligation to pay any rebate, although Bank of America may, in its sole discretion, determine to pay a rebate in an amount determined by Bank of America. Bank of America's payment of a rebate in such circumstance shall in no way obligate Bank of America to pay a rebate with respect to any subsequent Calculation Period.

STANDARD TRANSACTION REBATE INCENTIVE PROGRAM

Annual USD Card Volume		Billing Cycle Days	30	30	30	30	30	30
STANDARD PURCHASES		Payment Days	2 Days	5 Days	10 Days	15 Days	20 Days	25 Days
			REBATE INCENTIVE PROVIDED AS PERCENTAGE RATE					
\$350,000,001	\$400,000,000		2.15%	2.13%	2.09%	2.05%	2.03%	1.99%
\$400,000,001	\$450,000,000		2.16%	2.14%	2.10%	2.06%	2.04%	2.00%
\$450,000,001	\$500,000,000		2.17%	2.15%	2.11%	2.07%	2.05%	2.01%
\$500,000,001	\$550,000,000		2.18%	2.16%	2.12%	2.08%	2.06%	2.02%
\$550,000,001	\$600,000,000		2.19%	2.17%	2.13%	2.09%	2.07%	2.03%
\$600,000,001	\$650,000,000		2.20%	2.18%	2.14%	2.10%	2.08%	2.04%
\$650,000,001	\$700,000,000		2.21%	2.19%	2.15%	2.11%	2.09%	2.05%
\$700,000,001	\$750,000,000		2.22%	2.20%	2.16%	2.12%	2.10%	2.06%
\$750,000,001	\$800,000,000		2.23%	2.21%	2.17%	2.13%	2.11%	2.07%
\$800,000,001	\$850,000,000		2.24%	2.22%	2.18%	2.14%	2.12%	2.08%
\$850,000,001	+		2.25%	2.23%	2.19%	2.15%	2.13%	2.09%

LARGE DOLLAR PURCHASES

Annual USD Card Volume		Billing Cycle Days	30	30	30	30	30	30
LARGE DOLLAR PURCHASES		Payment Days	2 Days	5 Days	10 Days	15 Days	20 Days	25 Days
			REBATE INCENTIVE PROVIDED AS PERCENTAGE RATE					
			0.88%	0.86%	0.82%	0.78%	0.76%	0.72%

PROCUREMENT CARD PROCESSORS FOREIGN EXCHANGE FEES

Card Network	Describe the Reason for the Foreign Exchange Fee	Foreign Exchange Fee Per Transaction
		1% of USD amount

EXPEDITED CARD DELIVERY FEE

Vendor shall include expedited card delivery fee, if applicable for Purchasing Card. If not, please identify as N/A.

Description of Delivery Service	Per Card Unit Cost
US Mail/Bulk Mail (standard and default)	\$ N/A
2 Day Delivery	\$ N/A
Overnight Delivery	\$ N/A

Notwithstanding anything to the contrary in the Agreement or this schedule of Fees and Charges, all fees and charges are subject to change upon 30 days prior written notice to you if an event external to Bank of America increases the cost or decreases the revenue to Bank of America (e.g., decreases to interchange revenue paid to Bank of America by a card association, increases to funding costs due to interest rate changes or deterioration in your financial condition) in connection with providing this card program to you.