

**Rewards Schedule**  
**To M&T Bank Visa® Charge Card Agreement for Card and Card Products**

**Rewards Program Terms & Conditions**

Effective as of \_\_\_\_\_ 20\_\_\_\_

1. **Program.** The M&T Bank Visa® Charge Card Rewards Program ("**Program**") is a rewards program offered by Manufacturers and Traders Trust Company ("**Bank**", "**Issuer**", "**we**," and "**us**") to a Cardholder of the client(s) whose name appear(s) on the signature page of this document ("**Client**") for Commercial Card(s) or Corporate Card(s) (each, a "**Rewards Card(s)**") issued pursuant to the Visa® Charge Card Agreement for Cards and Card Products between Client and Bank ("**Card Agreement**"). Any reference in this Agreement to "**Cardholder**" or "**you**" means a person issued a Rewards Card pursuant to a Card Agreement.

The following terms are defined below:

"**Agreement**" means these Rewards Program Terms & Conditions, as the same may be amended from time to time.

"**Card**" means each charge card or other access device, such as an account number, that Issuer gives Client to use the account established by the Issuer with respect to such Card.

"**Card Program Administrator**" means the representative designated by Client as the primary contact for Bank, or that representative's deputy, to design and administer Client's Card Program, Card product(s) and, without limitation, to communicate credit requests, design card authorization levels, determine report needs, designate and terminate Cardholders, receive and be responsible for distribution of Cards to Cardholders, receive and pay statements (including statements not timely paid by an individual Cardholder), and give instructions to Bank.

"**Commercial Card**" means a business purpose Card intended primarily as a means to fund travel and entertainment expenses, procurement and fleet related expenses.

"**Corporate Card**" means a business purpose Card intended primarily as a means to fund travel and entertainment expenses.

"**Household**" is defined in Section 7.7 of this Agreement.

"**Program Website**" is <https://commercialrewards.mtb.com>, or such other website that we may designate from time to time.

"**Qualifying Purchase**" is defined in Section 3 of this Agreement.

"**Reward(s)**" is defined in Section 3 of this Agreement.

"**Rewards Account**" means an account we maintain for points you earn under the Program. The Rewards Account is not a deposit account and is not insured by the FDIC.

Under the Program, you earn points every time you make a Qualifying Purchase. By using a Rewards Card that is duly enrolled and participating in the Program, you are agreeing to be bound by the following terms and conditions. This Agreement is a separate and distinct agreement from the Card Agreement and in addition to the Card Agreement.

2. **Enrollment.** The Client's Card Program Administrator, on behalf of the Client, is the only person authorized to designate a Rewards Card for participation in the Program and instruct Bank of such designation. After the Card Program Administrator has designated a Card as a Rewards Card, the Cardholder whose name is on the Card can visit the Program Website and follow the appropriate enrollment instructions. For any Card that does not bear a Cardholder's name (such as, a generic card), Client designates the Card Program Administrator as the person authorized to take all actions, including management of the points, for such Card. Client hereby acknowledges and agrees that the Card Program Administrator acts on behalf of Client with full power and authority to designate Cards and Cardholders to participate in the Program and take all other actions set forth in this Agreement, and Bank shall accept any action and instruction of the Card Program Administrator without further verification.

When your Reward Card is enrolled in the Program, we will establish a Rewards Account for you. It is the Card Program Administrator's and your responsibility to monitor your Rewards Account and keep Rewards Account information current (e.g., contact information, including a current e-mail address for notice purposes).

**3. Qualifying Purchases;** A "Qualifying Purchase" means, subject to the next paragraph, any signature-based purchase, internet purchase, phone or mail order purchase and such other purchase or transaction that we may designate from time to time that you make by using a Reward Card that is in Good Standing (defined below) and that has been enrolled in the Program. You may use the points to redeem any of the items shown on the Program Website, which may include merchant gift or travel certificates, gift cards, merchandise, and other items (referred to generally as "Rewards"). Only Qualifying Purchases made with your enrolled Reward Card can earn points for your Rewards Account. Before making a purchase, you should review the details of the Program, at the Program Website.

Points may not be available in connection with: purchases not submitted and processed through Visa®; or any transaction violating any federal, state or local law. The following are **not** Qualifying Purchases: payments of existing Card balances, cash advances (if applicable), ATM transactions, fees charged by us (e.g., annual fees, finance charges, late fees, and related service charges, as applicable), tax payments, payments made for pre-paid and re-loadable cards such as certain gift cards, or payments made for payment instruments that can readily be converted to cash (e.g., travelers cheques, money orders, gaming transactions, wire transfers, and similar products or services), without limitation, and such other purchases or transactions that we may designate from time to time as ineligible. Without limitation of the foregoing, we reserve the right to determine in our sole discretion whether a particular Rewards Card transaction is a Qualifying Purchase.

**4. Changes to the Program. WE MAY MODIFY, RESTRICT OR CHANGE THE PROGRAM AT ANY TIME, WHICH CHANGES MAY INCLUDE, WITHOUT LIMITATION, CHANGING THE NUMBER OF POINTS YOU EARN FOR A PARTICULAR TYPE OF ACTIVITY OR THE NUMBER OF POINTS YOU NEED TO REACH FOR A PARTICULAR REWARD TIER OR TO REDEEM A PARTICULAR REWARD, OR OMITTING OR ADDING REWARD LEVELS OR CATEGORIES, OR CHANGING THE SELECTION OF REWARDS, OR IMPOSING, CHANGING OR ELIMINATING POINTS CAPS OR PROGRAM FEES, OR CHANGING THE CONDITIONS UNDER WHICH POINTS EXPIRE OR ARE FORFEITED. WE WILL NOTIFY THE CARD PROGRAM ADMINISTRATOR OF MATERIAL CHANGES TO THE PROGRAM AGREEMENT AND, UNLESS CLIENT (THROUGH ITS PROGRAM ADMINISTRATOR) DECIDES TO TERMINATE YOUR PROGRAM PARTICIPATION, YOU WILL BE BOUND BY THE REVISED AGREEMENT. WE ALSO RESERVE THE RIGHT TO SUSPEND OR TERMINATE THE PROGRAM, OR YOUR PARTICIPATION IN THE PROGRAM, AT ANY TIME WITH THREE MONTH PRIOR WRITTEN NOTICE TO CLIENT OR IMMEDIATE NOTICE OF TERMINATION IN THE EVENT OF A TERMINATION OF THE CARD AGREEMENT, BANK'S ISSUER STATUS WITH VISA, YOUR TERMINATION OF EMPLOYMENT, OR AS REQUIRED BY VISA FOR ANY REASON.** During the notice period, we may change or cancel some or all of the then-current rewards. Subject to Section 5 below, the Cardholder's right to redeem accumulated points will terminate three months after we give you this notice, unless we notify you or Client of a different notice period.

**5. Canceling or Terminating Program Participation.** For a Rewards Card, only the Client's Card Program Administrator (but not you as Cardholder) has the right to terminate your participation in the Program. You may not cancel your participation in the Program on your own. The Card Program Administrator may terminate your participation in the Program at any time by visiting the Program Website or calling the Rewards Redemption Center. If your participation in the Program is canceled for a reason other than termination of the Card Agreement, or your termination of employment, your positive point balance in your Rewards Account will be available for 90 days from the date of termination after which date the point balance shall be reduced to 0, the points shall be forfeited and cannot be transferred to another Rewards Account. Any negative point balance in your Rewards Account will carry over to any other Rewards Account set up later with the same Card. In the event we are notified by Client that termination of your Rewards Account is due to your termination of employment, we will make the points available to Client (through the Card Program Administrator) for 90 days after termination of the Rewards Account. If your ability to incur charges on your Card is suspended for any reason (including, but not limited to, an Event of Default under the Card Agreement), your ability to redeem points accrued in your Rewards Account will also be suspended simultaneously or terminated, at Bank's discretion. In the event of a Cardholder's death, closure of the Rewards Account for any reason, including, but not limited to, termination of the Card Agreement as a result of default, credit loss, unauthorized or fraudulent charges on the account or otherwise, any points earned in the Rewards Account will be forfeited.

## **6.Points.**

6.1 Once enrollment is completed, you will be eligible to start earning points no later than 3 business days from enrollment of a Reward Card for the Qualifying Purchases made with your enrolled Reward Card and based on the purchase amount, including tax.

6.2 In order to earn points, the Rewards Account must be active (not canceled or terminated by Client, you or by us), all enrolled Rewards Cards must be in “**Good Standing**” (meaning that a Reward Card is not cancelled, terminated, past due, or otherwise in default under the terms of the Card Agreement). We reserve the right to determine in our sole discretion whether a particular Card or Cardholder is eligible to earn points in the Program. Subject to change with notice, and further subject to the provisions of this Agreement, you earn one (1) point for each \$1 in Qualifying Purchases.

6.2.1 Point Rounding - Points are awarded per qualifying transaction and rounded to the nearest whole number. Base Points, Purchase Category Bonus Points, and points earned through promotional offers are awarded points and rounded separately.

6.3 Any returns, credits, fraudulent activity resulting in chargebacks earn “negative” points and such “negative” points will reduce the total points posted to your Rewards Account and may result in a negative balance in your Rewards Account. If at any time an enrolled Rewards Card is not in Good Standing, Qualifying Purchases you make while the Card is not in Good Standing may not accrue any points, in our sole discretion. Point advances and point purchases are not offered for Reward Cards. Points cannot be used to offset charges on your Card account. Points must successfully post to your Rewards Account in order to earn a reward. Points cannot be transferred (whether to another Bank rewards account or another issuer’s rewards account) and cannot be pooled, subject to the other terms of this Agreement.

6.4 We may authorize an adjustment to your Rewards Account point balance (e.g., correct an error in your Rewards Account). These adjustments can be positive or negative. Details on adjustments can be found on the Program Website or by speaking with the Rewards Redemption Center (see below for contact information).

6.5 Each enrolled Rewards Card may earn an unlimited number of points per year.

6.6 Points earned in the Rewards Account do not constitute property of the Cardholder and are not transferable.

6.7 Any tax liability, and any responsibility for compliance with any applicable federal, state, local or other sales tax, disclosure or reporting requirements, in connection with the earning of any points or the redemption, receipt or use of any Rewards is your and the Client’s sole and joint and several responsibility.

## **7. Point Activity/Redemption/Expiration/Forfeiture.**

7.1 You can view your Rewards Account point balance and points earning and redemption activity at any time online at the Program Website which is the only place where you can find point-related activity. The periodic card statement shall not include any rewards or points information. You can also call the Rewards Redemption Center (see below for contact information) for such information. It may take 1-2 weeks for some of your Qualifying Purchases and the associated points to post to your Rewards Account.

7.2 Points are redeemed on a “first-in, first-out” basis, such that the first points earned will be the first points redeemed over the life of your Rewards Account. Once a redemption order is placed, your Rewards Account will be reduced by the number of points used to acquire the Reward. If your Reward order is cancelled or the Reward item becomes unavailable, your points will be reinstated and you will be notified of the cancelled order. We may suspend your ability to redeem points if a Card is not in Good Standing. Redeemed Points are not refundable, exchangeable, replaceable, or transferable for cash, credit or other rewards or points.

7.3 As long as a Rewards Account is in Good Standing and has not been canceled, points in your Rewards Account will not expire. Cancellation (by your Card Program Administrator or by us) of your Rewards Account or failure to maintain your Card in Good Standing may result in forfeiture of earned points. You will not be provided with notice of expiration or forfeiture of points. You are not entitled to compensation from us or from any other entity when your points are forfeited for any reason. Points have no cash or monetary value.

7.4 Suspected fraud or abuse relating to earning points in the Program or redemption of Rewards may result in forfeiture of earned points and at Bank's discretion, in cancellation of your Rewards Account. You will not earn points for fraudulent charges made with a Reward Card.

7.5 You may view the posting date of points in your Rewards Account at the Program Website. There is no expiration date for Reward Cards and Programs.

7.6 You may not link any other Reward Cards to your Rewards Account (also known as "pooling") in order to consolidate points in a single Rewards Account.

7.7 Notwithstanding any other provision of this Agreement to the contrary, Client's Card Program Administrator Rewards Cards can be designated as part of a household program whereby all points that are earned by Rewards Cards belonging to a household duly enrolled in the Program will be consolidated and accrued at a single Rewards Account that is designated as the "primary redeemer" for the entire Rewards Card household program ("**Household**") as set forth in Exhibit A to this Agreement. Each Rewards Card that is part of a Household will have the same rights to earn points, but shall not have the right to redeem points when set up as a non-redeemer Rewards Card. In addition, non-redeemer Rewards Card accounts in a Household will not have access to the Rewards redemption center ("**Rewards Redemption Center**"). Only the holder of the Reward Card account designated as the primary redeemer will have access to the Rewards Redemption Center and the ability to redeem points in the Rewards Account. Points earned in a Household and accrued for the primary redeemer will be redeemed on a "first in, first out" basis, regardless of which Reward Card holder earned the points. In the event a Client consists of multiple entities under the Card Agreement and the Household structure is requested, all the entities constituting the Client shall participate in the Household structure if the Household structure is selected. It is not possible to have a dual Rewards structure where some entities elect to be under an individual Rewards Account structure and other entities under a Household structure.

## **8. Rewards/Shipping.**

8.1 To redeem points in your Rewards Account, go to the Program Website or call the Rewards Redemption Center (see below for contact information). You can only acquire Rewards to the extent that you have the required number of points in your Rewards Account. We reserve the right to cancel, change, or substitute Rewards at any time with or without notice. We have the right to change the redemption catalogue at any time.

8.2 Each Reward will be subject to terms and conditions specific to the Reward that will be provided to you in conjunction with the Reward. These terms and conditions may address such matters as the expiration date of the Reward, the purchase or other requirements to use the Reward, any warranties for the Reward, or any other limitations or restrictions on obtaining, retaining or using the Reward. All Rewards are subject to availability and restrictions may apply as to how or when a Reward can be redeemed or used. In the case of merchandise Rewards that we provide and that are not available, we reserve the right to substitute merchandise that we determine is of equal value or credit the Rewards Account at our sole discretion. Neither we nor any other entity is liable to you if a Reward expires prior to your use of the Reward. An expired Reward will no longer be available for use or redemption.

8.3 Many of the Rewards are certificates issued by merchants that are redeemable only at such merchant and which may be subject to the merchant's terms and conditions, including expiration dates. You and the merchant are responsible for compliance with all laws related to the Reward, including the payment and collection of any federal, state, or local taxes. Refer to the Reward certificate for details. Rewards generally will be sent to you within 4 weeks of placing your Reward order. Rewards will not be shipped to any address outside of the United States.

8.4 If a Reward merchandise has been damaged in transit, it can be returned to the Rewards Redemption Center in its original packaging within ten (10) days of your receipt, in which event you will receive a full reinstatement of the points you redeemed to acquire the Reward. Contact the Rewards Redemption Center (see below for contact information) for return instructions. All non-merchandise Rewards (for example, gift cards and certificates) cannot be returned. Except as otherwise provided above in connection with merchandise damaged in transit, redeemed Rewards are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit, other Rewards or points under any circumstances; we and participating merchants are not responsible for replacing lost, stolen, or damaged Rewards, including without limitation retail or travel certificates, gift certificates, gift cards, or merchandise. For the current list and description of the Rewards, as well as the number of points currently necessary to obtain each Reward, go to the Program Website.

## 9. Airline Tickets & Travel Packages.

9.1 You may redeem points for airline tickets booked through the Rewards Redemption Center (“**Booked Travel**”). You may also redeem points for dollar-off certificates that you may apply towards the payment of airline tickets at participating airlines (“**Travel Certificate**”). Travel rewards may be subject to general restrictions, limitations, and requirements as may be: (i) posted on the Program Website from time to time, or (ii) disclosed to you during the redemption process. These restrictions, requirements and limitations may change at any time, without prior notice to you.

9.2 For Booked Travel, electronic ticket travel itineraries will be emailed or faxed. Travel itinerary discrepancies must be reported to the Rewards Redemption Center within 24 hours of the date of point redemption. A per ticketing fee will be charged for the issuance of domestic and international airline tickets, payable by the Cardholder. Applicable lost ticket fees and/or replacement costs will be the responsibility of the Cardholder. Tickets may be purchased in any name designated by the Cardholder. Tickets are non-refundable, and lost, stolen, or expired tickets cannot be replaced.

9.3 Travel Certificates. Travel Certificates are redeemed in “dollar off” increments with associated redemption of points as posted on the Program Website. Travel Certificates have no cash value, and no cash refunds or credits will be given (and the issuer of the certificate assumes no liability to you) if the value of the Travel Certificate is greater than the value of the airline ticket purchased.

9.4 Travel Packages. Unless otherwise indicated on the Program Website, reservations for Travel packages are for two people traveling together and sharing one room, unless otherwise indicated, are valid for select travel dates, and are subject to availability at the time of booking. Package components are subject to limited availability and peak travel period or holiday blackout dates may apply. Reservations must be made a minimum of 21 days in advance of departure. A change fee will be assessed for any permitted changes plus any applicable vendor-imposed penalties or fees. Travel package awards are not redeemable for cash and are not replaceable if lost, stolen, destroyed or expired. Participating hotels are subject to change without notice. No credit will be issued for unused days or exclusions. Other restrictions may apply.

## 10. Communications with You.

10.1 Except for instances where the Card Program Administrator is the only party authorized to take action hereunder, we may communicate with you regarding any matter related to the Program by mail, by telephone, or by electronic communications. We may send electronic communications to you, including electronic mail and/or postings to the Program Website. All electronic communications from us to you shall be deemed to be communications “in writing” and deemed delivered to you no later than the earlier of the date actually received or three business days from the date of posting or dissemination. To access information electronically, you need Internet access, an Internet browser and an email account. To retain copies of electronic communications, you will need a printer attached to your computer or sufficient storage space in your disk drive to save an electronic copy. Additionally, you must have your user name and password to access your information electronically or to conduct any activity online regarding your Rewards Account on the Program Website.

**10.2 You acknowledge and agree that your use of the Rewards Card is your acceptance of these terms and conditions and you agree that you have read and understood this Agreement and are bound by them. You can find a copy of this Agreement on the Program Website. We are not obligated to provide any additional communications to you. We reserve the right at our option to terminate your participation in the Program if you do not accept the terms and conditions of this Agreement.**

**11. Lost, Stolen or Damaged Rewards Card.** If your Rewards Card is lost, stolen or damaged and we provide a replacement card, even if such replacement Card has a different card number, you will not lose the then-existing points in your Rewards Account, except for points relating to charges that are unauthorized or fraudulent.

**12. Fees.** An annual fee of \$50 per Reward Card is due and payable in the month that at the time the Card Program Administrator designates that card as a Reward Card and every anniversary thereafter. This fee shall be charged to the Cardholder Account (as defined in the Card Agreement).

**13. Rewards Redemption Center, Error Resolution.** If you have a problem or question regarding whether you earned points from a particular Qualifying Purchase, whether a Reward was properly redeemed, or the status of your redemption order, or any other question regarding the Program, you can reach the **Rewards Redemption Center by telephone at 1-866-579-2335 9 a.m. to 9 p.m. (EST) Monday - Friday and 10 a.m. to 7 p.m. (EST) Saturday and Sunday.** If you contact us regarding an error or mistake with respect to your Rewards Account, we will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in this Agreement. In any event, you must notify us within 30 days of the posting date or the date of the

alleged error or mistake in order for us to undertake an investigation of the matter. We may require you to provide written confirmation of the alleged error or mistake. If we do not receive the requested written confirmation at the address and within the time frame requested by us, we may in our sole discretion determine not to correct any alleged error or mistake. If we complete our investigation of the alleged error or mistake and notify you of our determination, we have no further responsibilities should you 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 us in our sole discretion.

#### **14. Disclaimers and Limitations.**

**14.1 NEITHER WE NOR OUR SERVICE PROVIDERS ARE RESPONSIBLE FOR ANY DISPUTES BETWEEN CLIENT AND CARDHOLDER OR INVOLVING CARDHOLDERS OR AUTHORIZED USERS RELATING TO POINTS, HOUSEHOLD PROGRAMS, REDEMPTION FOR REWARDS, OR USE OF REWARDS FOR ANY REASON WHATSOEVER.**

**14.2 REWARDS ARE PROVIDED BY A VARIETY OF MERCHANTS. WE, AND OUR SERVICE PROVIDERS, ARE NOT RESPONSIBLE TO YOU FOR THE QUALITY OR PERFORMANCE OF THE REWARDS OR THE PRODUCTS OR MERCHANDISE PURCHASED OR OBTAINED WITH THE REWARDS. YOU MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, WARRANTIES OR OTHER REQUIREMENTS OF THE MERCHANT, MANUFACTURER, OR OTHER REWARDS PROVIDER. NEITHER WE NOR OUR SERVICE PROVIDERS MAKE ANY GUARANTEE, WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE REWARDS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE AND OUR SERVICE PROVIDERS ARE NOT LIABLE FOR ANY INJURY, DAMAGE OR LOSS TO PERSON OR PROPERTY OR ANY EXPENSE, ACCIDENT OR INCONVENIENCE THAT MAY ARISE FROM THE USE OF THE POINTS, OR THE USE OF THE REWARDS OR PRODUCTS OR MERCHANDISE PURCHASED OR OBTAINED WITH THE REWARDS, OR OTHERWISE IN CONNECTION WITH THE PROGRAM. FURTHER, FOR ANY TRAVEL REWARDS, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR DELAYS CAUSED BY ACCIDENTS, BREAKDOWN OR OTHER CONDITIONS BEYOND CONTROL. WE AND OUR SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO PROPERTY. FURTHER, WE AND OUR SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR MERCHANTS, MANUFACTURERS OR OTHER REWARD PROVIDERS THAT DISCONTINUE OR CANCEL A REWARD DUE TO BANKRUPTCY OR FOR ANY OTHER REASON. NEITHER WE NOR OUR SERVICE PROVIDERS MAKE ANY REPRESENTATION OR ENDORSEMENT OF ANY REWARD, MERCHANT, OR OTHER PROVIDER OF A REWARD IN CONNECTION WITH THE PROGRAM.**

**14.3 YOU HEREBY RELEASE AND HOLD US, OUR SERVICE PROVIDERS AND ALL PARTIES ASSOCIATED WITH THE PROGRAM, HARMLESS FROM ANY CLAIM, LIABILITY OR DAMAGE RELATING TO THE PROGRAM OR YOUR USE OF THE REWARDS, OR ANY CLAIM OR DISPUTE BETWEEN CLIENT AND CARDHOLDER. ANY REWARD OFFERED UNDER THIS PROGRAM IS VOID WHERE PROHIBITED BY LAW. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, WE, OUR SERVICE PROVIDERS AND ANY OF THEIR SERVICE PROVIDERS SHALL HAVE NO LIABILITY TO YOU IN CONNECTION WITH THE PROGRAM.**

**15. Jury Trial Waiver, Governing Law. TO THE EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY AND YOU AND WE EACH REPRESENT THAT THIS WAIVER IS GIVEN KNOWINGLY, WILLINGLY AND VOLUNTARILY. This Agreement will be governed by the Laws of the State of New York without regard to its conflicts of law principles.**

**EXHIBIT A**

**Designation of Rewards**

**Individual Card Rewards:** By checking this box, rewards will accrue for the account of each Cardholder whose Card is enrolled in the Program.

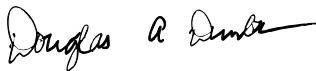
**Household Rewards:** By checking this box, Client instruct the Bank to designate Cardholder \_\_\_\_\_ as the Primary Redeemer for the Program (as such term is defined in Section 7.7. of this Agreement).

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**By signing below, as the duly authorized signer for Client, you agree to these Program Terms and Conditions on behalf of Client.**

**Duly Authorized.** \_\_\_\_\_ The person(s) signing below (“Signer(s)”) hereby represents and warrants that (a) he/she is authorized to execute this Schedule for and on behalf of the Client; and (b) all shareholder (if a corporation) and organizational action has been taken in order to effectuate this Schedule and Agreement. Signer(s) and the Client agree to provide evidence of authorization upon request.

**M&T BANK:**



Douglas A. Dunbar, Vice President

(Facsimile signature permitted for Bank only)

**[NOTE TO CARD SPECIALIST – if there are multiple clients, you need to insert as many signature blocks as there are clients – one for each entity]**

**\*Client Legal Name (please print):** \_\_\_\_\_

Authorized Signature 1 \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature 2 \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date: \_\_\_\_\_

\* Sole proprietors should use their individual names and not their trade names.

Notary Public