



NMS EMPLOYEE CARDHOLDER AGREEMENT

I understand and acknowledge that the NMS standard Corporate Credit Card being entrusted to me by NANA Management Services, LLC (NMS) preferred bank is for business purposes only and that personal use of the card is strictly prohibited. NMS' standard Corporate Credit Card is a company liable credit card and will not affect my personal credit. The card is provided to me based on my need to purchase materials or incur travel expenses for the benefit of NMS and/or its affiliates (hereafter referred to singularly and jointly as "Company").

I understand and acknowledge that the NMS standard Corporate Credit Card is the property of the Company and that it may be revoked at any time without my permission.

By signing below, I affirm that I have read and will comply with the terms of this agreement.

1. I understand that I will be making financial commitments on behalf of the Company and will strive to obtain the best value for the Company. I agree to purchase ethically, fairly, and without conflict of interest, only necessary items and to determine that the price is fair and reasonable by comparing alternative sources. I understand that only credit to the card account is acceptable and will not accept cash as a refund.
2. I understand that I may be required to complete a cardholder training session and Quiz prior to or within a reasonable time after receiving a NMS Business Credit Card. I agree to follow all policies and procedures adopted by the Company related to the card including but not limited to those related to purchasing and submission of expense reports and receipts.
3. I understand that abuse of the NMS standard Corporate Credit Card or violating the terms of this agreement could be considered as misappropriation of Company assets and may result in personal liability (civil or criminal) and appropriate disciplinary action up to and including termination of employment.
4. If I fail to use the NMS standard Corporate Credit Card in accordance with the procedures established for its proper use, I agree to reimburse the Company for the improper or unauthorized purchases within ten (10) business days of notification of the amount due or within ten (10) days of my discovery of the misuse of the Card. To the fullest extent allowed by law, I authorize the Company to deduct from my pay check (including any final pay check) or from any other amounts payable to me, an amount equal to the total of the improper or unauthorized charges. I also agree to allow the Company to collect any amounts owed by me, even if the Company no longer employs me. If the

Company initiates legal proceedings to recover amounts owed by me under this agreement, I agree to pay all legal fees incurred by the Company in such proceedings.

5. The NMS standard Corporate Credit Card is issued in my name and is not transferable. I accept full personal responsibility for the safekeeping of the NMS standard Corporate Credit Card assigned to me and I will not allow any other person to use the card. I am responsible for any and all non-fraudulent charges against the card. I understand that the NMS standard Corporate Credit Card must be maintained with the highest level of security. I agree to sign the NMS standard Corporate Credit Card immediately upon receipt.
6. The NMS standard Corporate Credit Card is the property of the Company. As such, I understand I am required to comply with internal control procedures designed to protect the company's assets. This may include being asked to produce the card to validate its existence and account number. I understand that I have no expectation of privacy in my use of the NMS standard Corporate Credit Card and the Company may audit the use of my NMS standard Corporate Credit Card on a periodic basis. I understand and agree I will cooperate with any Company or NMS standard Corporate Credit Card Provider investigation into the use of the NMS Business Credit Card.
7. If the card is lost or stolen, or if I suspect that the card or account number has been compromised, I will immediately notify Wells Fargo by telephone at 1-800-932-0036 and the Company's Program Administrator.
8. At least on a monthly basis I will prepare or cause to have prepared an expense report in accordance with established procedures and the monthly financial statements closing schedule published by Accounting wherein all of my purchasing activity during the statement period will be reported. I will reconcile the statement, add appropriate description of the business purpose of the charge and resolve any discrepancies by either contacting the vendor/supplier or Wells Fargo. I will complete these monthly tasks in accordance with the deadlines communicated by the Accounting Department. I accept responsibility to track any erroneous charges, returns or adjustments and to ensure proper credit is given on subsequent statements. I will attach all original, itemized receipts as required and send the statement and detailed receipts to my supervisor on a timely basis according to company policy and procedures. Failure to reconcile all outstanding charges during the month following the statement activity will result in a notification of the Cardholders supervisor and the appropriate member of the Senior Leadership Team. I understand that failure to retain and submit proof of goods or services purchased is considered misuse and may result in revocation of my NMS standard Corporate Credit Card privileges, substitution of the company liable corporate credit card with a personal liable corporate credit card and/or disciplinary action up to and including termination.
9. I understand that any charges that are not reported on an expense report in accordance with Corporate Credit Card Policy 20-100-006 for a period of 90 days after the month end statement may result in deactivation of the credit card and those expenditures will be reported as income to me with appropriate payroll and income tax withholdings.
10. I understand that any charges that do not meet the substantiation requirement of NMS Travel and Expense Reimbursement Policy 20-100-001 will be considered unsubstantiated expenses and are therefore personal expenses not reimbursable by NMS. These charges will be recorded as an Employee Receivable and deducted from my next payroll check.



11. I am aware that my supervisor will receive notification to review my charges.
12. I agree to surrender the NMS standard Corporate Credit Card immediately whenever requested by my supervisor, or upon termination of employment, whether for retirement, voluntary or involuntary reasons.
13. Parameters and procedures related to the NMS standard Corporate Credit Card program may be updated or changed at any time at the Company's sole discretion, and I agree to comply with and be responsible for the execution of any such program changes.
14. I acknowledge receipt of NMS Policies 20-100-001, Travel and Business Expense Reimbursement Policy; and 20-100-006, Corporate Credit Card Policy, and agree to abide by their requirements.

Employee Name – Print

Employee Signature

Date

Card Account Number

Supervisor Acknowledgement

I understand and accept the responsibility incumbent upon me to monitor the use of the NMS standard Corporate Credit Card issued to the above named employee in accordance with the Company's policies and procedures. I agree to diligently review expense report submissions for compliance with the same policies and procedures.

Supervisor Signature

Date

