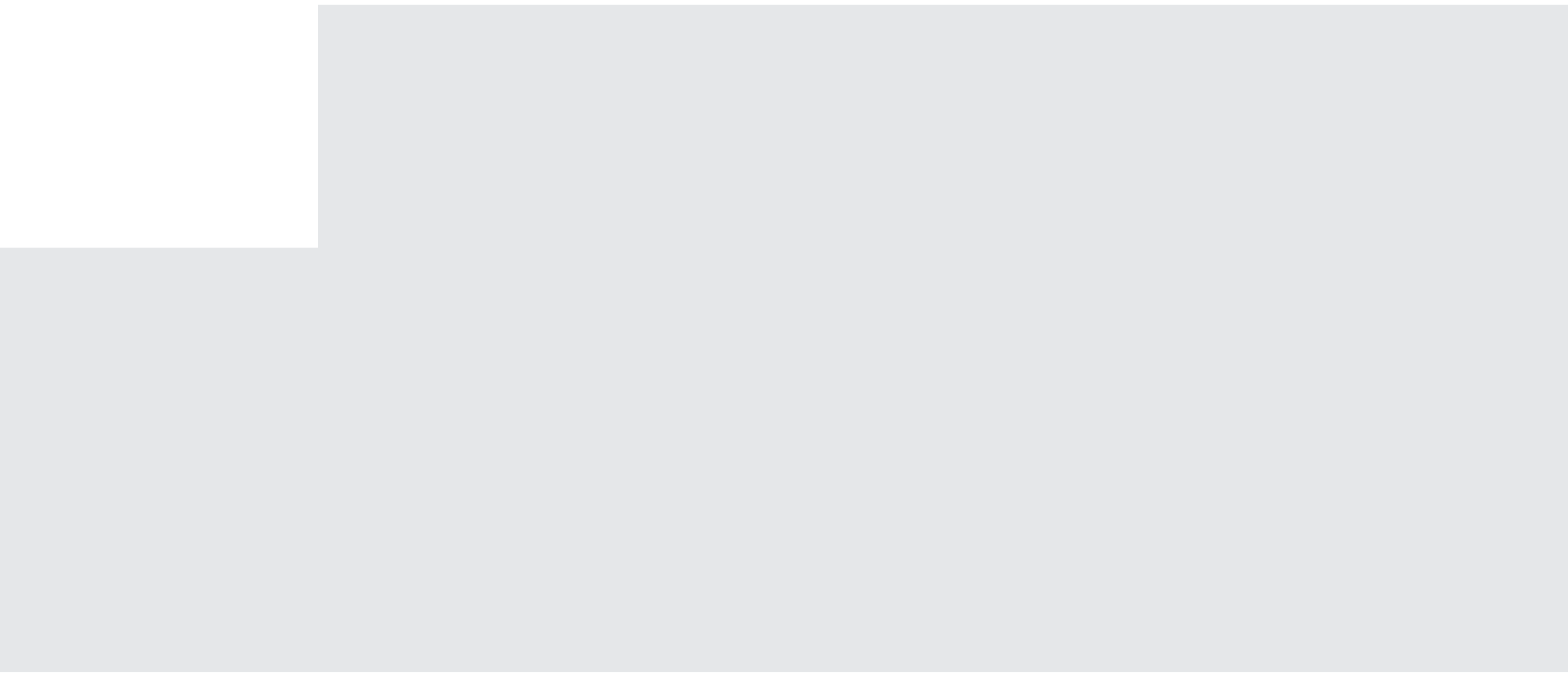


Sept 2025

Santander Commercial Card

Standard Fees and Rebate Calculations



Fees and Charges

The following Fees and Charges are effective Sept 2, 2025, and are subject to change. By using your Card, you agree to these Fees and Charges.

1	Annual Fee	Waived
2.	Late Payment Fee a. Individual Bill b. Central Bill	3% of the past due amount each month 3% of the past due amount or \$25.00 monthly, whichever is greater
3.	Foreign Transaction Fee	1% in addition to Visa or Mastercard fee levied upon Santander
4.	Return Payment Fee	\$25
5.	Implementation Fee	Waived
6.	Training	No charge for initial program training.
7.	File Development and Integration	Mastercard pass through costs will be applied to the customer's account. If pass through costs increase, a corresponding increase will be applied to the program. Current charges are \$1,000 for file setup and \$100 per month for each file feed
8.	Custom Reporting & File Integration	Cost for creating customer reports will be estimated and shared with the customer. The minimum fee for a custom report is \$500.
9.	Custom Card Design	Cost and timeline will be scoped, priced accordingly.
10.	Central Travel Account/Travel Agency Data	If the Customer requires an enhanced data feed from its Travel Management Company (TMC) a fee may apply per TMC. To be scoped and mutually agreed.
11.	Emergency (RUSH) Card Replacement	\$50.00 per card
12.	Paper Statement	\$15 per statement per month.
13.	One-Off payment	\$0 if made online or via telephony voice response system. \$35 if made via client service agent for a corporate bill account \$9.50 if made via client service agent for an individual bill account

Rebate Categories

There are three categories of spend when determining a rebate payment:

- **Large Ticket Interchange (LTI)** - Mastercard sets lower interchange rates for large transactions. As of April 22, 2022, the **proxy** definition for a LTI transaction is any transactions over \$10,000. However, this is not a hard and fast rule as the large ticket designation is based on multiple factors such as the merchant category code and the level of data the merchant has sent with the transaction.
- **Merchant Negotiated Interchange** - Some merchants with high volumes have negotiated special merchant discount rates with Mastercard. The rates vary by merchant. Examples of the types of merchants who may have discounted rates are:
 - Airlines
 - Wholesale clubs
 - Grocery chains
- **Standard Ticket Interchange** - All other transactions are 'Standard'.

Rebate Calculations

Rebate Qualification Criteria

- a) "Rebate Period" means a consecutive 12-month period. The first Rebate Period will commence on the first day of the month of the Commercial Credit Card Agreement ("Commercial Card Agreement") Effective Date. Thereafter, the Rebate Period will continue on a rolling basis for consecutive 12-month periods.
- b) At the end of every Rebate Period, you (the "Customer") may qualify for a rebate if your Total Net Rebate Eligible Spend, as defined by the formula below, exceeds the rebate threshold outlined in your Commercial Card Agreement
 - Total Net Rebate Eligible Spend = Purchases - Credits>Returns - Cash AdvancesNote: Cash Advances and Fees are **not** rebate eligible spend and will not be included in rebate calculations.

c) Standard Ticket Rebate

- “Standard Ticket Transactions” means the transaction volume not meeting the criteria to qualify as a Large Ticket Transaction or Merchant Negotiated Transactions, as defined in (d) and (e) below.
- If the Customer meets the Rebate Qualification Criteria above, the Customer shall receive a rebate for its Standard Ticket Rebate transactions, as defined by the formula below.

$$\text{Standard Ticket Rebate} = \text{Standard Ticket Net Rebate Eligible Spend} \times \text{applicable Standard Ticket Rebate Rate (as outlined in your Commercial Card Agreement)}.$$

- The applicable Standard Ticket Rebate Rate will only be applied to Standard Ticket spend to calculate the Standard Ticket Rebate, for example:

$$\text{Standard Ticket Net Rebate Eligible Spend} = \text{Total Net Rebate Eligible Spend} - \text{Large Ticket Transactions} - \text{Merchant Negotiated Transactions}$$

- Santander will apply the highest rebate rate that the Customer qualifies for to all Standard Ticket spend.

d) Large Ticket Rebate – if the Customer meets the Rebate Qualification Criteria above, the Customer shall receive a rebate for its Large Ticket Transactions, as defined by the formula below.

The Large Ticket Rebate shall be the total of all Large Ticket Transactions for the rebate period multiplied by 0.35%.

- “Large Ticket Transactions” means transactions which qualify for an incentive interchange rate that is lower than the interchange provided on Standard Ticket Transactions. The credit card networks (e.g., Visa, Mastercard) set the qualifying transaction size and interchange rates.

e) Merchant Negotiated Transactions

- “Merchant Negotiated Transactions” means transactions where the merchant has negotiated its own interchange rate with a credit card network.
- The Customer shall **not** receive a rebate for its Merchant Negotiated Transactions.

f) Unless otherwise communicated or agreed to by Santander, Santander shall net any refunded transactions from Customer’s Standard Ticket Spend.

g) Standard Ticket Rebate and Large Ticket Rebate payments shall be aggregated and paid on an annual basis, by Automated Clearing House (i.e., ACH), within ninety (90) days after the end of the Rebate Period. In accordance with Section 6 of the Commercial Card Agreement, Customer authorizes

Santander to initiate an ACH credit or debit to the Customer's specified business deposit account(s) to pay the Customer's Rebate, or reverse portions of such Rebate that were paid in error by Santander, respectively.

h) Additional Rebate Assumptions

- Santander will reduce Rebate payments by any charge off amount, Late Payment decrements, and applicable set-offs.
- Santander will deduct the following from any Rebates before payment is made to Customer:
 - Any outstanding balance that is 60 days past due, plus applicable fees.
 - Upon termination of the Commercial Card Agreement, all monies due from the Customer to Santander.

3. Assumptions and Pricing Changes

Santander reserves the right to adjust pricing due to fluctuation in interchange rates, significant changes in interest rates or if market disruption affects Santander's ability to raise funds in the market, or if laws or regulations in any relevant jurisdiction (or the interpretation thereof) should change, and such change has an adverse effect on either the income or cost of Santander. In such a case, Santander shall have the ability to propose pricing changes to the extent necessary to put Santander into the same position as before. The changes shall be no greater than those established with Santander's similarly situated customers. The Parties shall establish written agreement to the proposed changes before Santander implements such pricing changes.