

Nitra Rewards Terms

Last Updated: November 28, 2023

These Nitra Rewards Terms (“Rewards Terms”) are incorporated into and form part of the Card Program Terms of Use between You (“Customer” or “You”) and Nitra governing Your use of Your Account (the “Card Agreement”). These Rewards Terms govern Your participation in the Rewards Program and describe how You may qualify for, earn, redeem, retain, and/or forfeit Rewards, including Cashback Credits. By opening and maintaining an Account in good standing, you are automatically enrolled in the Rewards Program. Capitalized terms used in these Rewards Terms have the meanings provided in Section 1 below, the Card Agreement, or the Nitra Terms of Use. These Rewards Terms shall govern in the event of any conflict between these Rewards Terms and any other terms, agreements, and/or policies set forth in the Card Agreement or the Nitra Terms of Use.

Nitra may update these Rewards Terms at any time with or without Notice to you by posting an updated version of these Rewards Terms. Rewards are subject to change, including elimination, at any time. Continued participation in the Rewards Program after any change constitutes Your agreement to be bound by any such changes. You may participate in the Rewards Program only if you accept these Rewards Terms. If you no longer wish to participate in the Rewards Program, you must close Your Account.

1 Definitions

- “Cashback Credits” means a credit redeemable to Your Account balance.
- “Qualified Purchase” means a bona-fide business-related purchase of goods and services made by You using the Card that meets the requirements in these Rewards Terms, including Section 2.3, and the Card Agreement.
- “Rewards” means Cashback Credits and any other benefits or perks offered or conferred by Nitra through its Rewards Program.
- “Rewards Program” means the program made available by Nitra to You under these Rewards Terms.

2 Eligibility and Earning Rewards

2.1 Eligibility for The Rewards Program

To be eligible for the Rewards Program, Your Account must be in good standing and all Authorized Users earning Rewards on Your behalf must be affiliated with You. If Your Account is not in good standing for any reason, or we determine in our sole discretion that you are abusing or misusing the Rewards Program or have otherwise violated our Card Agreement or any of the terms, agreements, and policies incorporated by reference, you

may be ineligible to earn or redeem Rewards and may forfeit any Rewards previously earned. We may condition, restrict, limit, or revoke Rewards in our sole discretion.

2.2 Earning Cashback Credits

The Rewards Program allows you to accrue Cashback Credits with respect to Qualified Purchases on a Card when your Statement containing such Qualified Purchases is generated at the close of your billing cycle. Cashback Credits accrue and are redeemable at the rates set forth in the Appendix below. Cashback Credits are only available in connection with Card purchases and not any other product or service offered by Nitra. Cashback Credits can be redeemed for: (a) statement credits against amounts You owe to Nitra under Your Account, (b) gift cards via our gift card redemption partner(s), (c) travel bookings through our partnership with TravelBank, (d) Nitra Marketplace credits, or (e) cash redemption via an electronic check. Available redemption options will be shown in the Portal and remain subject to change in Nitra's discretion. If You owe Nitra any repayment obligations, your Cashback Credits may be redeemed only as statement credits against such amounts. You can earn unlimited Cashback Credits, but Nitra reserves the right to determine or change the amount of Cashback Credits that you can earn under the Rewards Program, including by applying a cap or other limitations or conditions. Cashback Credits do not expire but may be forfeited as set forth below.

2.3 Qualified Purchases

Certain transactions do not qualify as a Qualified Purchase, including but not limited to purchases or reloads of prepaid cards and cash equivalents, transactions that are deemed fraudulent, disputed or unauthorized transactions, transactions subject to chargebacks, refunded transactions, items returned for credit, or any fees or interest charges charged to Your Account. We may determine that a transaction type, or a particular transaction, is excluded from eligibility for earning Cashback Credits in our sole discretion at any time. Nitra may in its sole discretion decline to provide Cashback Credits based on any foreign transactions.

For any transaction that does not qualify as a Qualified Purchase but for which you have received Cashback Credits, or if we otherwise awarded you Cashback Credits in error, we may offset such Cashback Credits using Your remaining or future Cashback Credits balance or Your Account balance.

2.4 Cashback Credits Balance

The amount of Cashback Credits You have accrued will appear in the Portal and on Your Statements. You are responsible for making sure the Cashback Credits balance is correct. If you believe that the Services do not accurately reflect the Cashback Credits that you are eligible to receive, please contact Nitra's Support Team at support@nitra.com. You must notify us of any errors within 60 days of such information being made available to you. If

you do not notify us of any such errors within 60 days, you forfeit the right to contest Your Cashback Credits balance, except to the extent such forfeiture is prohibited by applicable law.

If you voluntarily close Your Account, you will no longer be able to earn any Cashback Credits on any transactions on which all or a portion of the balance remains outstanding. If Your Account is suspended or closed for any reason, you will not earn any Cashback Credits until Your Account is restored to good standing under the Card Agreement and these Reward Terms.

2.5 Additional Rewards Terms

Certain Rewards may be subject to additional terms and conditions, such as redemption restrictions, that will be provided to you if and when applicable. Any Rewards partnerships with third-party service providers may be subject to additional terms and conditions determined by such providers. We or third-party service providers may condition when and how you can redeem Rewards. You are solely responsible for reviewing and understanding any such terms and conditions, and we disclaim all liability for claims that may arise in connection with or related to third-party service providers.

3 Using Rewards

3.1 Rewards are not Property

Rewards, including Cashback Credits, are not Your property. Cashback Credits will not be automatically applied to Your balance, and You must affirmatively redeem them through the Portal. If Cashback Credits and any other Rewards are not redeemed, they may be forfeited.

Cashback Credits can only be redeemed by Your Account administrators and business owners and solely as set forth herein. Cashback Credits are not transferable to any third party or any other Account, including any other Nitra customer or Authorized User, and cannot be transferred by operation of law. Cashback Credits have no cash value and cannot be withdrawn or redeemed for cash value or in any other way (unless explicitly set forth herein).

We may, in our sole discretion, refuse any request to redeem Cashback Credits and other Rewards if Your Account is not in good standing, if any payments are past due, if Your Account has been suspended or terminated, or if you have otherwise breached any of Your obligations under the Card Agreement or these Rewards Terms.

3.2 Taxes

You understand that You are responsible for determining and obtaining appropriate tax treatment for any Rewards You redeem and for any tax liability arising from or related to

any earned Rewards. Nitra will not report any income or earnings related to Rewards to a taxing authority, except where expressly required by law.

4 Losing Rewards

4.1 Closing Your Account

If You voluntarily close Your Account and Your Cashback Credits or any other Rewards are not redeemed as of the date of closure, you will forfeit any remaining Cashback Credits or any other Rewards not redeemed.

4.2 Forfeiting Your Rewards

If Your Account is suspended or closed for any other reason, Your Rewards may be lost or forfeited, subject to Nitra's sole discretion.

You may be disqualified from participating in the Rewards Program if at any time: (a) any payments you owe to Nitra are past due, (b) any prior payments were late, (c) you misuse any Nitra services, (d) you engage in self-dealing (such as using Cards to pay for products or services provided by You, Your affiliates, Your beneficial owners, or other persons affiliated with You), (e) You engage in any Prohibited Activities found in the Card Agreement or breach any other policies or agreements with Nitra, or (f) You attempt to or otherwise game or misuse the Rewards Program.

Where we determine, in our sole discretion, that You or Your Authorized Users no longer satisfy the requirements for participation in the Rewards Program, we may disqualify you from the Rewards Program, and you may lose or forfeit any Rewards that you may have earned.

We may reinstate any lost or forfeited Rewards at our sole discretion, and we may require a fee or other conditions to do so.

5 Other Terms

5.1 Termination of the Rewards Program

Nitra may terminate the Rewards Program at any time. If the Card Agreement is terminated, these Rewards Terms will also immediately terminate.

5.2 Release of Liability

To the maximum extent permitted by law, You, on behalf of yourself and Your Authorized Users, release Nitra from all liability for Your participation in the Rewards Program.

5.3 Severability and Survival

If any provision of these Rewards Terms is found to be invalid, unlawful, void, or unenforceable, the Rewards Terms' remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of these Rewards Terms shall continue in full force and effect.

5.4 Waiver

You agree that if Nitra does not enforce any of its legal rights or remedies under these Rewards Terms, or any other legal rights or remedies Nitra has under applicable laws, it shall not be construed as a formal waiver of those rights or remedies or any other rights in any way whatsoever.

5.5 Assignment

These Rewards Terms will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Rewards Terms. You may not assign or transfer these Rewards Terms or Your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Rewards Terms or any of our rights or obligations under these Rewards Terms at any time without notice.

Appendix

- 3x - 5x Cashback Credits on selected partnerships (as shown at nitra.com/partners)
- 3x Cashback Credits on all Nitra Marketplace purchases
- 2.2x Cashback Credits on all medical supplies
- 2x Cashback Credits on business expenses
- 2x Cashback Credits on dining
- 1x Cashback Credits on everything else

Nitra shall allocate Qualified Purchases to one of the foregoing categories based on the purchase information provided to Nitra. Allocation decisions shall be in Nitra's sole discretion.

Qualified Purchases will accrue Cashback Credits based on the Qualified Purchase amount multiplied by the Cashback Credits rate set forth above ("Multiplier"). For example, \$1 spent on dining will earn 2 Cashback Credits. Cashback Credits are redeemable at a ratio of 100 to 1 ("Redemption Ratio"). For example, 2000 Cashback Credits equate to \$20.00 in redemption.

The Multiplier and Redemption Ratio may be changed by Nitra at any time in its sole discretion.