



Client Name: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_

### Exhibit IV Revenue Share

Cycle Period							
Grace Period							
				Standard	Level III	Large Ticket	Negotiated
Tier	Min Monthly Vol	Max Monthly Vol		In Basis Points	In Basis Points	In Basis Points	In Basis Points
A	\$	\$					
B	\$	\$					
C	\$	\$					
D	\$	\$					
E	\$	\$					
F	\$	\$					
G	\$	\$					
H	\$	\$					

#### 1. Calculation

- Any transactions that have been defined by Visa as Negotiated Large Ticket (or VPP Large Ticket) transactions will be assigned a Fee Program Indicator of “VLT” All VLT transactions are exempted from revenue share eligibility.
- All purchases, irrespective of Visa classification or the rates at which they earn basis points of revenue share, are included in the “Net Volume” Calculation used to determine qualifying basis points of Standard revenue share.
- For revenue share calculations, “Standard” category includes transactions classified by Visa as:
- For revenue share calculations, “Non-Standard” category includes transactions classified by Visa as:

#### 2. Definitions

- “Large Ticket Purchases” refer to transactions processed at a reduced interchange rate because the merchant participates in a special program operated by Visa, wherein participating merchants pay to process certain larger transactions with enhanced data elements at discounted rates.
- “Level II Purchases” refer to transactions processed for merchants at reduced interchange rates because the data transmission contains enhanced data elements as determined by Visa.
- “Level III Purchases” refer to transactions processed for merchants at reduced interchange rates because the data transmission contains enhanced data elements as determined by Visa.
- “Net Volume” means the total US dollar amount of purchases on the Commercial Card account, less any credits for returns or other adjustments.

- “Standard Purchases” refer to transactions for which certain standard data elements, including but not limited to total purchase amount, date of purchase, merchant category code, merchant name, city/state, debit/credit indicator, date on which the charge/credit was processed, processing/transaction reference number, and other items as determined by Visa are included in the data transmission.
- “Visa Preferred Partner Purchases” refer to transactions processed for merchants that qualify for a reduced interchange rate because the merchant participates in a special program operated by Visa, wherein participating merchants negotiate the amount they pay for processing certain transactions.

Any capitalized terms not specifically defined herein shall have the meaning as set forth in the Commercial Card Agreement.

3. Visa rules and individual merchants, not the Bank, determine whether each transaction will be classified as Standard, Level II, Level III, Negotiated/Visa Preferred Partner (VPP), or Large Ticket. Visa rules may change from time to time.
4. No revenue share will be paid to the Customer on purchases for which the Bank earns interchange revenue at a discounted rate due to merchant participation in the Visa Preferred Partner Program (VPP). Large Ticket purchases, Level III purchases, and VPP purchases earn revenue sharing at different basis point rates than Standard purchases but are included in the quarterly Net Volume calculation used to determine the volume tier and basis point rate applicable to Standard Purchases.
5. Cash advances are neither eligible for revenue sharing nor included in the Net Volume used to determine the Standard revenue sharing rate used to calculate revenue sharing amount.
6. Any revenue sharing earned by Company for purchases made on its Commercial Cards during a given year will be paid no later than March of the following year. The Company's Commercial Card account must be open, active, and in good standing at the time of payment to be eligible for this revenue; in addition, the Bank reserves the right not to pay the Company if Net Volume in the year for which revenue share was earned does not equal at least 50% of the Net Volume accumulated by the same Customer for the prior calendar year. For purposes of clarification, the Net Volume requirement to receive revenue share will begin as a qualification requirement for the first full calendar year of the program.
7. The Bank offers revenue sharing based on anticipated compensation to be provided from Visa and reserves the right to change the amounts provided in this schedule without notice to Company if compensation from Visa changes.
8. The terms of this Schedule are expressly incorporate into the Commercial Card Agreement as if fully set out therein and thus are subject to change by the Bank as provided in the Commercial Card Agreement.

Signature: \_\_\_\_\_  
Company

Signature:  \_\_\_\_\_  
Regions Bank

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