

## Business Rewards

Information on this disclosure was accurate as of September 1, 2023. This card will be issued and administered by TCM Bank, N.A. Before you submit your application, please read through these Important Disclosures, which contain additional information about rates, fees, and other costs, as applicable. The variable rates, the fees, and the terms are subject to change. To find out if any rates, fees or terms have changed, please write to: TCM Bank, N.A., P.O. Box 105666 Atlanta, GA 30348-5666.

Interest Rates and Interest Charges	
<b>Introductory Annual Percentage Rate (APR) for Purchases and Balance Transfers</b>	<b>0%</b> Introductory APR applies for the first six billing cycles from date of account opening.
<b>Standard APR for Purchases and Balance Transfers</b>	When the Introductory Period ends, the APR will be <b>17.24% to 27.24%</b> , based on your creditworthiness.  This APR will vary with the market based on Prime Rate.*
<b>APR for Cash Advances</b>	<b>29.24%</b>  This APR will vary with the market based on Prime Rate.*
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer: <b>3%</b> of each balance transferred. Waived for balance transfers at time of account opening.</li> <li>• Cash Advance: Either <b>\$10</b> or <b>3%</b> of each cash advance, whichever is greater.</li> <li>• Foreign Transaction: If the merchant is outside of the U.S., the fee is:               <ul style="list-style-type: none"> <li>a) 3% of the U.S. dollar amount of the transaction, if converted from a foreign currency,</li> <li>b) 2.8% of the U.S. dollar amount of the transaction, if made in U.S. dollars.</li> </ul> </li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment: <b>\$20</b> on balances less than \$100; <b>\$30</b> on balances \$100 and over but less than \$250; <b>\$40</b> on balances of \$250 or more.</li> <li>• Over-the-Credit-Limit: <b>\$39</b></li> <li>• Returned Payment: Up to <b>\$40</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (including new transactions).”

**Loss of the Introductory APR:** If you make a late payment, we may end your Introductory APR for Purchases and Balance Transfers and apply the Standard APR for Purchases and Balance Transfers.

\*We add a margin to the Prime Rate to determine variable APRs. We use the highest Prime Rate listed in *The Wall Street Journal* on the last business day of the calendar month prior to your statement closing date ("Last Business Day") and apply it beginning with the first billing period following the Last Business Day. APRs shown here are based on a 8.50% Prime Rate. For each billing period, the APR may increase or decrease with the Prime Rate.

#### **Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**State Laws Require the Following Notices:** California Residents: A married applicant may apply for a separate account. Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. New York Residents: New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York state department of financial services telephone: (800) 342-3736 and website: [www.dfs.ny.gov](http://www.dfs.ny.gov). Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law. Married Wisconsin Residents: Your signature confirms that this credit obligation is being incurred in the interest of your marriage or family.

**Applicable Law:** The above rates and fees are governed, as are your Business Cardholder Agreement and account, by the applicable laws and regulations of the United States of America and to the extent not preempted by federal law, the laws and regulations of the State of Florida.

**Balance Transfer Disclosures:** You agree to allow approximately 30 days for us to process your application and, if approved, transfer the balance(s) to your TCM Bank account. Please continue to make at least minimum payments on your other credit cards until they notify you that the balances have been transferred. If the amounts you request to be transferred do not satisfy the outstanding balance(s) on the designated accounts, you will continue to be responsible for those balances. The total amount of your balance transfer request cannot exceed the amount of your credit line. You may not transfer balances from other accounts issued by TCM Bank. Transfer requests to cash or to yourself cannot be processed. The payment and transfer of balances are contingent upon approval by the bank and receipt of complete, legible balance transfer requests.

#### **TERMS AND CONDITIONS**

When you ("you" or "your" mean the owner, officer, or partner of the Business with the authority to bind the Business) complete the Application for a business card from TCM Bank, N.A. ("TCM", "we", or "us), you agree to the following:

1. YOU REPRESENT AND WARRANT THAT ALL CARDS ISSUED ON THE ACCOUNT WILL ONLY BE USED FOR COMMERCIAL OR BUSINESS PURPOSES.

2. You agree to be jointly and severally liable with the Business for all charges to the account including those charges by Authorized Users. This means that you will be personally liable for all balances incurred on all cards and accounts issued pursuant to the Application now or whenever such additional accounts may be established in the future and that the Business is jointly liable for all cards issued in the Business name and/or at the request of the Business. If you leave the Business, you will continue to be responsible for the outstanding balances on the account unless you notify us immediately to close any accounts and prevent further usage.

3. You represent that information you provide on the application is accurate. Business and consumer credit reports may be requested in connection with this application and subsequent business and consumer reports may be requested or utilized in connection with an update, renewal or extension of credit for which application was made. Upon request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You authorize us and our Affiliates to exchange information as permitted by law.

4. You must notify Authorized Users that we may obtain, provide and use information about them and that their use of the account is subject to the terms of the Business Cardholder Agreement.

5. If an account is opened, you will receive a Business Cardholder Agreement with your card(s). When you use the

account or any card, authorize their use, or make any payment on the account, you agree to the terms of the Business Cardholder Agreement and any future revisions of the Business Cardholder Agreement.

6. You authorize us to allocate your payments and credits in any way that we determine, as permitted under the Business Cardholder Agreement.

7. You agree that we may change the terms of, or add new terms to, the Business Cardholder Agreement at any time. We will notify you of changes if we are required to do so by law, and you may be given the opportunity to reject those changes to the extent required by law or otherwise in our discretion. If you choose not to accept those changes, you may terminate the Business Cardholder Agreement by notifying us in writing. However, your account will be closed and you will remain responsible for all charges made before you terminated the Business Cardholder Agreement.

8. Only qualified individuals at least 18 years old may be approved for an account.

9. Capitalized terms used herein and not otherwise defined will have the definitions set out in your Business Cardholder Agreement.

10. Rewards – In order to access reward points, your account must be open and in good standing.

## Business Edition

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Interest Rates and Interest Charges	
<b>Introductory Annual Percentage Rate (APR) for Purchases and Balance Transfers</b>	<b>0%</b> Introductory APR applies for the first six billing cycles from date of account opening.
<b>Standard APR for Purchases and Balance Transfers</b>	When the Introductory Period ends, the APR will be <b>16.24% to 26.24%</b> , based on your creditworthiness.  This APR will vary with the market based on Prime Rate.*
<b>APR for Cash Advances</b>	<b>29.24%</b>  This APR will vary with the market based on Prime Rate.*
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer: <b>3%</b> of each balance transferred. Waived for balance transfers at time of account opening.</li> <li>• Cash Advance: Either <b>\$10</b> or <b>3%</b> of each cash advance, whichever is greater.</li> <li>• Foreign Transaction: If the merchant is outside of the U.S., the fee is:               <ul style="list-style-type: none"> <li>a) 3% of the U.S. dollar amount of the transaction, if converted from a foreign currency,</li> <li>b) 2.8% of the U.S. dollar amount of the transaction, if made in U.S. dollars.</li> </ul> </li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment: <b>\$20</b> on balances less than \$100; <b>\$30</b> on balances \$100 and over but less than \$250; <b>\$40</b> on balances of \$250 or more.</li> <li>• Over-the-Credit-Limit: <b>\$39</b></li> <li>• Returned Payment: Up to <b>\$40</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (including new transactions).”

**Loss of the Introductory APR:** If you make a late payment, we may end your Introductory APR for Purchases and Balance Transfers and apply the Standard APR for Purchases and Balance Transfers.

\*We add a margin to the Prime Rate to determine variable APRs. We use the highest Prime Rate listed in *The Wall Street Journal* on the last business day of the calendar month prior to your statement closing date ("Last Business Day") and apply it beginning with the first billing period following the Last Business Day. APRs shown here are based on a 8.50% Prime Rate. For each billing period, the APR may increase or decrease with the Prime Rate.

#### **Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**State Laws Require the Following Notices:** California Residents: A married applicant may apply for a separate account. Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. New York Residents: New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York state department of financial services telephone: (800) 342-3736 and website: [www.dfs.ny.gov](http://www.dfs.ny.gov). Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law. Married Wisconsin Residents: Your signature confirms that this credit obligation is being incurred in the interest of your marriage or family.

**Applicable Law:** The above rates and fees are governed, as are your Business Cardholder Agreement and account, by the applicable laws and regulations of the United States of America and to the extent not preempted by federal law, the laws and regulations of the State of Florida.

**Balance Transfer Disclosures:** You agree to allow approximately 30 days for us to process your application and, if approved, transfer the balance(s) to your TCM Bank account. Please continue to make at least minimum payments on your other credit cards until they notify you that the balances have been transferred. If the amounts you request to be transferred do not satisfy the outstanding balance(s) on the designated accounts, you will continue to be responsible for those balances. The total amount of your balance transfer request cannot exceed the amount of your credit line. You may not transfer balances from other accounts issued by TCM Bank. Transfer requests to cash or to yourself cannot be processed. The payment and transfer of balances are contingent upon approval by the bank and receipt of complete, legible balance transfer requests.

#### **TERMS AND CONDITIONS**

When you ("you" or "your" mean the owner, officer, or partner of the Business with the authority to bind the Business) complete the Application for a business card from TCM Bank, N.A. ("TCM", "we", or "us), you agree to the following:

1. YOU REPRESENT AND WARRANT THAT ALL CARDS ISSUED ON THE ACCOUNT WILL ONLY BE USED FOR COMMERCIAL OR BUSINESS PURPOSES.

2. You agree to be jointly and severally liable with the Business for all charges to the account including those charges by Authorized Users. This means that you will be personally liable for all balances incurred on all cards and accounts issued pursuant to the Application now or whenever such additional accounts may be established in the future and that the Business is jointly liable for all cards issued in the Business name and/or at the request of the Business. If you leave the Business, you will continue to be responsible for the outstanding balances on the account unless you notify us immediately to close any accounts and prevent further usage.

3. You represent that information you provide on the application is accurate. Business and consumer credit reports may be requested in connection with this application and subsequent business and consumer reports may be requested or utilized in connection with an update, renewal or extension of credit for which application was made. Upon request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You authorize us and our Affiliates to exchange information as permitted by law.

4. You must notify Authorized Users that we may obtain, provide and use information about them and that their use of the account is subject to the terms of the Business Cardholder Agreement.

5. If an account is opened, you will receive a Business Cardholder Agreement with your card(s). When you use the

account or any card, authorize their use, or make any payment on the account, you agree to the terms of the Business Cardholder Agreement and any future revisions of the Business Cardholder Agreement.

6. You authorize us to allocate your payments and credits in any way that we determine, as permitted under the Business Cardholder Agreement.

7. You agree that we may change the terms of, or add new terms to, the Business Cardholder Agreement at any time. We will notify you of changes if we are required to do so by law, and you may be given the opportunity to reject those changes to the extent required by law or otherwise in our discretion. If you choose not to accept those changes, you may terminate the Business Cardholder Agreement by notifying us in writing. However, your account will be closed and you will remain responsible for all charges made before you terminated the Business Cardholder Agreement.

8. Only qualified individuals at least 18 years old may be approved for an account.

9. Capitalized terms used herein and not otherwise defined will have the definitions set out in your Business Cardholder Agreement.

## Business Cash Rewards

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Interest Rates and Interest Charges	
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<b>Standard APR for Purchases and Balance Transfers</b>	When the Introductory Period ends, the APR will be <b>19.24% to 29.24%</b> , based on your creditworthiness.  This APR will vary with the market based on Prime Rate.*
<b>APR for Cash Advances</b>	<b>29.24%</b>  This APR will vary with the market based on Prime Rate.*
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer: <b>3%</b> of each balance transferred. Waived for balance transfers at time of account opening.</li> <li>• Cash Advance: Either <b>\$10</b> or <b>3%</b> of each cash advance, whichever is greater.</li> <li>• Foreign Transaction: If the merchant is outside of the U.S., the fee is:               <ul style="list-style-type: none"> <li>a) 3% of the U.S. dollar amount of the transaction, if converted from a foreign currency,</li> <li>b) 2.8% of the U.S. dollar amount of the transaction, if made in U.S. dollars.</li> </ul> </li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment: <b>\$20</b> on balances less than \$100; <b>\$30</b> on balances \$100 and over but less than \$250; <b>\$40</b> on balances of \$250 or more.</li> <li>• Over-the-Credit-Limit: <b>\$39</b></li> <li>• Returned Payment: Up to <b>\$40</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (including new transactions).”

**Loss of the Introductory APR:** If you make a late payment, we may end your Introductory APR for Purchases and Balance Transfers and apply the Standard APR for Purchases and Balance Transfers.

\*We add a margin to the Prime Rate to determine variable APRs. We use the highest Prime Rate listed in *The Wall Street Journal* on the last business day of the calendar month prior to your statement closing date ("Last Business Day") and apply it beginning with the first billing period following the Last Business Day. APRs shown here are based on a 8.50% Prime Rate. For each billing period, the APR may increase or decrease with the Prime Rate.

#### **Important Information About Procedures for Opening a New Account**

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**Applicable Law:** The above rates and fees are governed, as are your Business Cardholder Agreement and account, by the applicable laws and regulations of the United States of America and to the extent not preempted by federal law, the laws and regulations of the State of Florida.

**Balance Transfer Disclosures:** You agree to allow approximately 30 days for us to process your application and, if approved, transfer the balance(s) to your TCM Bank account. Please continue to make at least minimum payments on your other credit cards until they notify you that the balances have been transferred. If the amounts you request to be transferred do not satisfy the outstanding balance(s) on the designated accounts, you will continue to be responsible for those balances. The total amount of your balance transfer request cannot exceed the amount of your credit line. You may not transfer balances from other accounts issued by TCM Bank. Transfer requests to cash or to yourself cannot be processed. The payment and transfer of balances are contingent upon approval by the bank and receipt of complete, legible balance transfer requests.

#### **TERMS AND CONDITIONS**

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1. YOU REPRESENT AND WARRANT THAT ALL CARDS ISSUED ON THE ACCOUNT WILL ONLY BE USED FOR COMMERCIAL OR BUSINESS PURPOSES.

2. You agree to be jointly and severally liable with the Business for all charges to the account including those charges by Authorized Users. This means that you will be personally liable for all balances incurred on all cards and accounts issued pursuant to the Application now or whenever such additional accounts may be established in the future and that the Business is jointly liable for all cards issued in the Business name and/or at the request of the Business. If you leave the Business, you will continue to be responsible for the outstanding balances on the account unless you notify us immediately to close any accounts and prevent further usage.

3. You represent that information you provide on the application is accurate. Business and consumer credit reports may be requested in connection with this application and subsequent business and consumer reports may be requested or utilized in connection with an update, renewal or extension of credit for which application was made. Upon request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You authorize us and our Affiliates to exchange information as permitted by law.

4. You must notify Authorized Users that we may obtain, provide and use information about them and that their use of the account is subject to the terms of the Business Cardholder Agreement.

5. If an account is opened, you will receive a Business Cardholder Agreement with your card(s). When you use the



account or any card, authorize their use, or make any payment on the account, you agree to the terms of the Business Cardholder Agreement and any future revisions of the Business Cardholder Agreement.

6. You authorize us to allocate your payments and credits in any way that we determine, as permitted under the Business Cardholder Agreement.

7. You agree that we may change the terms of, or add new terms to, the Business Cardholder Agreement at any time. We will notify you of changes if we are required to do so by law, and you may be given the opportunity to reject those changes to the extent required by law or otherwise in our discretion. If you choose not to accept those changes, you may terminate the Business Cardholder Agreement by notifying us in writing. However, your account will be closed and you will remain responsible for all charges made before you terminated the Business Cardholder Agreement.

8. Only qualified individuals at least 18 years old may be approved for an account.

9. Capitalized terms used herein and not otherwise defined will have the definitions set out in your Business Cardholder Agreement.

10. Cash Rewards – In order to access cash rewards, your account must be open and in good standing.

## COMPANY CHARGE CARD DISCLOSURE AND TERMS AND CONDITIONS

This charge card is issued and administered by TCM Bank, N.A.

This information is accurate as of September 1, 2023. The variable rates, the fees, and the terms are subject to change.

### Interest Rates

**Annual Percentage Rate (APR) for Purchases and Balance Transfers:** If payment of the entire new balance is not made on or before the payment due date, the APR will be **27.24%**. This APR will vary with the market based on the Prime Rate.\*

**APR for Cash Advances:** If payment of the entire new balance is not made on or before the payment due date, the APR will be 29.24%. This APR will vary with the market based on the Prime Rate.\*

\*We add a margin to the Prime Rate to determine variable APRs. We use the highest Prime Rate listed in *The Wall Street Journal* on the last business day of the calendar month prior to your statement closing date (“Last Business Day”) and apply it beginning with the first billing period following the Last Business Day. APRs shown here are based on a 8.50% Prime Rate. For each billing period, the APR may increase or decrease with the Prime Rate.

**Fees.** Company agrees to pay all fees for each Account in full each month. The fees are as follows:

Annual Fee per Account - NONE.

Transaction Fee for Cash Advances - Either \$10 or 3% of each cash advance, whichever is greater.

Late Payment Fee - If we do not receive your full payment due by the payment due date each month in the amount of:

- a) \$20 on balances less than \$100;
- b) \$30 on balances of \$100 and over but less than \$250;
- c) \$40 on balances of \$250 or more.

Over Limit Fee - \$39 for each occurrence and for each additional billing period that the Account remains over limit.

Returned Payment Fee - \$40

Foreign Transaction Fee - If the merchant is outside of the U.S., the fee is:

- a) 3% of the U.S. dollar amount of the transaction, if converted from a foreign currency, b) 2.8% of the U.S. dollar amount of the transaction, if made in U.S. dollars.

Balance Transfer Fee - 3% of each balance transferred.

Replacement Fee - \$5 per card replaced.

Reinstatement Fee - \$25 per Account reinstatement.

**State Laws Require the Following Notices:** California Residents: A married applicant may apply for a separate account. Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. New York Residents: New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York state department of financial services telephone: (800) 342-3736 and website: [www.dfs.ny.gov](http://www.dfs.ny.gov). Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law. Married Wisconsin Residents: Your signature confirms that this credit obligation is being incurred in the interest of your marriage or family.

The following terms and conditions apply to the Company Charge Card established by TCM Bank, N.A. (“TCM”) for the Company.

**COMPANY REPRESENTS AND WARRANTS THAT ALL CARDS ISSUED WILL ONLY BE USED FOR COMMERCIAL OR BUSINESS PURPOSES.** Company further acknowledges and agrees that TCM is relying upon Company’s representation and warranty that the Charge Card will be used solely for business or commercial purposes in establishing this charge card account for Company.

**Definitions.** “We” or “us” means TCM. “You” or “your” means Company identified on the plastic. The charge card account in the name of the Company, which includes all charge cards used by the Company Employees (as defined below) will be called the “Master Account”. Each charge card used by the Company Employees (each a “Charge Card”) will be represented by a separate “Account”.

**Issuance of Cards.** TCM is authorized to issue Charge Cards in the name of the Company to the “Company Employees” which are those employees identified by the Company to whom a Charge Card should be issued by TCM.

**Promise to Pay.** The Company promises to pay TCM for all purchases, balance transfers, and cash advances made and all services rendered by or to any person using an Account and/or Charge Card, including, but not limited to, those made by Company Employees, together with any finance charges or other charges incurred (“Charges”).

**Purchases and Cash Advances.** Any Company Employee or any other person with the Company’s knowledge or consent may use the Card to obtain legal goods and services from any person or establishment accepting the Card (“Purchase(s)”) to obtain non-purchase related transactions (“Cash Advance(s)”) from us up to the applicable limits on your Account and to take advantage of other features of the Card. As used in this

Agreement, the term “Purchases” will include Purchases and Balance Transfers (a “Balance Transfer” is transfer of funds to another creditor initiated by us at your request which may include transaction fees and adjustments associated with any Balance Transfer), and the term “Cash Advances” will include; a) Cash Advances, b) Convenience Checks (as used in this Agreement, the term “Convenience Check” means any check we provide to you for accessing your Account to obtain credit), c) obtaining funds through an automated teller machine (ATM) or a financial institution, d) purchasing a wire transfer, money order, foreign currency, travelers cheques, savings bonds, lottery tickets, gift cards or stored value load, e) purchase of cryptocurrency, including, but not limited to Bitcoin, or f) engaging in another similar transaction. As used in this Agreement, all amounts charged to an Account, which include the Annual Fee, if any, or other fees, and any Finance Charges imposed under the Agreement, will be called “Charges”. Charges include (but are not limited to) any Purchase, Balance Transfer, Cash Advance or Convenience Check in which you have evidenced an intent to incur a Charge, regardless of whether you have signed a charge form.

**Maximum Credit Limit.** The maximum credit limit assigned to an Account is shown on each periodic statement. If the maximum credit limit is exceeded, in its discretion, TCM may decline further purchases, balance transfers, or cash advances for that Account and may charge an Over Limit Fee as defined below.

**Use of Charge Card.** The Company may be liable for the unauthorized use of any of the Charge Cards issued for the Master Account. Any use of a Charge Card by a Company Employee or by another with the knowledge or consent of the Company Employee, is authorized use. The Company agrees to notify TCM promptly of any termination, resignation, or other change to the status of any Company Employee who has an Account and agrees to be liable for any purchases, balance transfers, cash advances, or other transactions on the Charge Card that occur before TCM’s receipt of written notification of the change in employee status. The Company will not be liable for the unauthorized use by a Company Employee who has an Account that occurs after TCM’s receipt of written notification of unauthorized use and if TCM has had a reasonable amount of time to respond to this notification. All notifications under this section are to be sent to TCM Bank, N.A., P.O. Box 105666 Atlanta, GA 30348-5666.

Company agrees and agrees to cause Company Employees to use the Accounts (including any Charge Card) only for legal purchases of goods and services and not to use the Accounts and/or Charge Cards for any unlawful purposes, including the purchase of goods or services prohibited by applicable laws or regulations. Company expressly agrees that Charge Cards may not be used for gambling or wagering purposes, whether online or otherwise, even if otherwise permitted by applicable law. If Company or any Company Employees use the Charge Cards for unlawful purposes, including, without limitation, illegal internet gambling, and/or for any purposes which we do not permit, Company will be in default under this Agreement and we may terminate any Account or Company’s Master Account, but Company still will be liable to us for all Charges relating to such transactions and all other transactions on any Account and the Master Account.

Company Employees may obtain Cash Advances and Balance Transfers as permitted for an Account as described in this Agreement, but Company may not use these to pay any amount Company owes us or any of our affiliates or agents.

**Statements.** A monthly statement will be issued for the master billing account or each Account showing the new balance and the transactions that have been posted since the last statement, depending what you choose. The statement will also show the minimum payment amount and the payment due date. For each Account, the minimum payment amount will be the total amount of Purchases, Balance Transfers, Cash Advances, Finance Charges (if applicable), and other Charges.

**Additional Charges.** Company agrees to pay a reasonable fee for: (i) each additional copy of a periodic statement requested for reasons other than an error made by TCM; (ii) each dishonored payment received on the Account or the Master Account; (iii) each Charge Card replacement; and (iv) each Account reinstatement.

**Payments.** All Purchases, Balance Transfers, Cash Advances, Finance Charges, and Fees (if applicable) must be paid in full each month. TCM will allocate your payments in the following order: to fees, then interest, then to the remaining balance from the lowest rate to the highest rate. TCM may change this allocation method at any time. Company must pay us in U.S. currency, with a draft or a check drawn on a U.S. bank and payable in U.S. dollars, with a negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system, or with a telephonic or electronic payment authorization in U.S. funds. Company acknowledges that we process most payment checks electronically. We use the information on the check to create an electronic funds transfer. Each time Company sends a check, Company authorizes us to make a one-time electronic funds transfer. Company also authorizes us to process the check as a check or paper draft, as necessary. Funds may be withdrawn from Company’s account as soon as the same day we receive the payment. Company will not receive its cancelled check because we are required to destroy it. We will retain an electronic copy. If we decide to accept a payment made in some other form, Company’s payment will not be credited until it is converted into one of the forms described herein. We may charge Company any costs we incur in converting Company’s payment.

If we do not receive payment by the payment due date shown on the periodic statement or if a payment is returned to us unpaid, we may charge each Account a Late Payment Fee or a Returned Payment Fee to cover collection costs on that payment in addition to any other applicable fees. All payments, if received by us prior to 5:00 pm Eastern Standard Time, shall be considered made on the date received at the payment address, as shown on the monthly statement. If payment is received after 5:00 pm Eastern Standard Time on any date, payment will be deemed to have been received the following banking day. We may accept late payments, partial payments, or any payments marked as being payment in full or as being settlement of any dispute without losing any of our rights under this Agreement or under the law. Our acceptance of such payments does not mean we agree to change this Agreement in any way. Company agrees to pay all court costs plus all

reasonable attorney's fees, if we must refer Company's Master Account or any associated Account to any attorney for collection, subject to the law of Company's jurisdiction.

**Finance Charges.** Company agrees to pay a Finance Charge determined as described below. The finance charges for Purchases and Balance Transfers and for Cash Advances are determined separately:

On Purchases and Balance Transfers, if you fail to pay the entire new balance on or before the payment due date shown on your statement, you will incur a finance charge. Annual Percentage Rates that apply to your account are stated on your Account Opening Disclosures. This rate will be applied on your outstanding balance from the closing date on your statement and on future Purchases and Balance Transfers from the date the transaction(s) are posted to your Account until the billing period in which we receive payment in full of all outstanding balances. If the entire new balance is not paid in full, TCM may decline further purchases, balance transfers, or cash advances.

On Cash Advances, you will incur a Finance Charge based on the APR in your Account Opening Disclosures. This rate will be applied from the date of the Cash Advance until the day we receive payment in full of all outstanding Cash Advance balances. If the entire new balance is not paid in full, TCM may decline further purchases, Balance Transfers, or cash advances.

#### **Calculation of Monthly Periodic Rate:**

A. The "Monthly Periodic Rates" for Purchases, Balance Transfers and Cash Advances for each billing cycle is 1/12th of the ANNUAL PERCENTAGE RATE for Purchases, Balance Transfers or Cash Advances, respectively, in effect for that billing cycle, rounded to the nearest one hundredth of a percentage point.

B. The table accompanying this agreement states the ANNUAL PERCENTAGE RATES applicable to an Account, subject to paragraph C below. Please call us at (800) 883-0131 or write to us at TCM Bank, P.O. Box 105666 Atlanta, GA 30348-5666, to receive an additional copy of the table or to learn the most current ANNUAL PERCENTAGE RATES.

C. For purposes of this Agreement, the Prime Rate used to determine the ANNUAL PERCENTAGE RATES for a billing cycle is the highest Prime Rate listed in *The Wall Street Journal* on the last business day of the calendar month prior to the statement closing date. Company's APR will increase if the Prime Rate increases. The minimum payment and/or the number of payments will increase if the APR increases. In the event that *The Wall Street Journal* ceases to be published or ceases to publish the Prime Rate, we may refer to the Prime Rate published in any other newspaper of general circulation in New York, New York, or we may substitute a similar reference rate at our sole discretion. Subject to applicable law, any balances transferred from another account to any Account shall be governed by the terms and conditions of this Agreement.

#### **Finance Charge Calculation Method and Computation of Average Daily Balance Subject to Finance Charge.**

**How We Will Calculate Your Balance:** We use a method called "Average Daily Balance (including new transactions)."

• We calculate periodic rate FINANCE CHARGES separately for each type of balance (e.g., Purchases, Balance Transfers, and Cash Advances). For a billing cycle, we figure a portion of the FINANCE CHARGE on the Account by multiplying the Monthly Periodic Rate times the respective Average Daily Balances (including current transactions). There is a \$1.00 minimum FINANCE CHARGE.

"Average Daily Balances" means the following:

• To get the Average Daily Balance for Purchases and Balance Transfers, we take the beginning balance of Purchases and Balance Transfers on the Account each day, add any new Purchases and Balance Transfers, and subtract any payments or credits, non-accruing fees, and unpaid FINANCE CHARGES during the billing cycle. This gives us the daily balance for Purchases and Balance Transfers. Then, we add up all the daily balances of Purchases and Balance Transfers for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Purchases.

• To get the Average Daily Balance for Cash Advances, we take the beginning balance of Cash Advances on the Account each day, add any new Cash Advances, and subtract any payments or credits, fees, and unpaid FINANCE CHARGES during the billing cycle. This gives us the daily balance for Cash Advances. Then, we add up all the daily balances of Cash Advances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Cash Advances.

• Credits received from merchants are effective as of the posting date.

• For FINANCE CHARGE calculation purposes, the billing cycle begins on the day after the Statement/Closing date of the previous billing cycle, and includes the Statement/Closing Date of the current billing cycle. The number of days in the billing cycle may vary.

**Default; Entire Balance Due.** TCM may consider the Master Account and/or any Account to be in default at any time if (i) any payment on an Account or any other obligation owed by the Company to TCM is missed due to nonpayment or payment dishonor, (ii) the maximum credit

limit is exceeded, (iii) bankruptcy is filed by or against the Company, or any other liquidation or insolvency proceeding is initiated against the Company, (iv) any guarantor dies, or (v) any misrepresentation has been made on the application, and the entire balance of the Master Account or any Account can be declared due and payable at once without notice or demand. Once the entire balance has been declared due, TCM's obligation to honor further transactions ends. Upon Company's default and subject to any limitations or requirements of applicable law, Company agrees to pay all other reasonable costs, including reasonable attorney's fees, incurred by us (1) in collecting the balance due, including Finance Charges, if any, whether or not suit is brought against you, (2) in protecting ourselves from any harm that we may suffer as a result of your default, or (3) nonuse of any Charge Card. We may also, upon your default, subject to applicable law, declare the entire amount of your obligations to us immediately due and payable and suspend or cancel Master Account and/or Account privileges.

**Delinquency Assessments:** An Account may be considered delinquent if Company fails to pay us at least the total payment due by the payment due date shown on each monthly statement. If an Account remains delinquent at the statement closing date, subject to applicable law, we will add a Late Payment Fee as described above.]

**Collection Costs.** The Company agrees to pay all costs of collection including reasonable attorney's fees.

**Availability Hold:** We may, at our discretion, withhold a portion of the available credit on an Account up to the amount of any payments to assure that the payment is honored.

**Credit Line Maintenance:** Company agrees to provide financial statements as requested by us. Failure to do so may result in the suspension of charging privileges on Company's Master Account and/or any Account. Company also agrees to provide us with any information required by law or regulation, including information that may be required under the USA Patriot Act and the Bank Secrecy Act.

**Renewal of Cards and Cancellation:** Each Charge Card will be valid until the expiration date embossed on the Charge Card. We will issue renewal or replacement Charge Cards before any current Charge Card expires unless the Master Account or any associated Account is cancelled by Company or by us.

**Disputes.** TCM is not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a Charge Card related to any Account. TCM has no responsibility for merchandise or services obtained with a Charge Card and any dispute concerning merchandise or services will be independently settled by Company with the merchant concerned. Not in limitation of the foregoing, TCM is not responsible for any losses Company or any Company Employee may incur if we do not authorize a requested Charge or if anyone refuses to accept a charge card related to an Account for any reason. Further, TCM is not liable for any losses that may result when our services are unavailable due to reasons beyond our control. Company acknowledges and agrees that unless otherwise expressly provided therein, business purpose accounts such as Company's Master Account and each Account are not subject to the Fair Credit Billing Act, the Truth in Lending Act or the Electronic Fund Transfers Act. However, if you have any questions about your account, you should write us at TCM Bank N.A., P.O. Box 105666 Atlanta, GA 30348-5666.

**Change in Terms.** TCM may change the terms of any Account, the Master Account, and/or these Terms and Conditions at any time. The new terms may, at the option of TCM, apply to new Purchases, Balance Transfers and Cash Advances and to the outstanding balance of the Account. Notice of the change will be provided at least 15 days prior to the effective date of the change.

**Revocation and Voluntary Cancellation:** We can revoke Company's or any Company Employee's right to use a Charge Card at any time. We can do this whether you or any Company Employee has violated this Agreement and without giving notice. If we revoke any Charge Card, you must return the Charge Card to us if we request. Also, if a merchant that accepts charge cards asks you to surrender an expired or revoked Charge Card, any Company Employee must do so. No Company Employee may use a Charge Card after it has expired or after it has been revoked. If Company asks us to cancel an Account or the Master Account, but an Account is used after the date of cancellation, we will consider such use as your request for reinstatement of the Master Account and that Account. We may then reinstate Company's Master Account and that Account and bill you accordingly.

**Rules for Convenience Checks:** You may request a stop payment on a Convenience Check by providing us with the access check number, dollar amount, and payee exactly as they appear on the Convenience Check. Oral and written stop payment requests on a Convenience Check are effective for six months from the day that we place the stop payment.

You may not issue a postdated Convenience Check on your Account. If you do postdate a Convenience Check, we may elect to honor it upon presentment or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the Convenience Check. We are not liable to you for any loss or expense arising out of the action we elect to take.

**Waiver:** Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion.

**Consumer Reports:** You authorize us and our affiliates to make whatever credit investigations we deem appropriate and to obtain and exchange any information we may receive from consumer reports, consumer reporting agencies and other sources. We may ask consumer reporting agencies for consumer reports of your credit history. Upon request and as otherwise required by applicable law, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it. **We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.** If we determine that your Account is past due, adverse credit information may also appear on the consumer reports of any Authorized Users on your Account.

If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, write to us at TCM Bank, N.A., PO Box 105666 Atlanta, GA 30348-5666. Please include your name, address, home phone number and Account number, and explain what you believe is inaccurate or incomplete.

**Telephone Monitoring:** From time to time, we may monitor and record telephone calls between you or Authorized Users and us for reasonable business purposes including to assure the quality of our customer service. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

**Consent to Receive Communications:** Unless expressly prohibited by law, you expressly agree and consent that we may contact you using an automatic telephone dialing system, pre-recorded voice, voicemail or messaging service, text messaging, email messaging or otherwise and leave you voice, prerecorded or artificial voice messages or send you text messages, emails or other electronic messages for any purposes, including the servicing and/or collecting of your account, to offer you products and services that may be of interest to you, and for any other informational or marketing purposes. You agree that we may contact you at any telephone number, including, but not limited to your home telephone number, and cellular telephone number; any email address; or using any other contact information that you provide to us at any time whether in connection with the opening of your account or thereafter. You agree to notify us promptly if any of your contact information changes and only give us telephone numbers and email addresses that belong to you and at which you may be contacted.

You agree that this consent is valid regardless of whether the number we use to contact you is assigned to any service for which you may be charged for the call, text message(s), or other communications.

You agree that you are not required to provide this consent as a condition to receiving any product or service from us and acknowledge that you have the right to revoke this consent or change or remove any of the telephone numbers or email addresses at any time by contacting us at 1-800-883-0131 or by any other reasonable means.

**Mobile Devices:** You or an Authorized User may choose to load your Account information and/or Card into a third party app on a smart phone or other electronic device, such as through a mobile wallet, which may be used to make Charges without presenting a Card (“Device”). You agree that any such Charges using your Card or Account made through such a Device are covered by this Agreement. You further acknowledge and agree that we have no control over the Device and cannot guarantee or warrant its performance.

You should protect the security of the Device in the same manner and with the same degree of care as you protect your Account, Card or any other valuable information. You agree to be solely responsible for any fees or charges related to such a transaction made through the Device such as mobile carrier fees or messaging charges. We may, at any time, in our sole discretion, partially or fully restrict your ability to make Charges through such a Device. You agree to notify us promptly if you remove your Account or Card information from any such Device.

**Benefits and Services:** We reserve the right to add, modify, or delete any benefit or service offered with the Card at any time without notice to you unless otherwise required by applicable law.

**Change of Billing Address – Notices:** You must notify us immediately of any change in your billing address. Any notice given by us shall be deemed to be given when deposited in the United States Mail, postage prepaid, addressed to you at the latest billing address shown on our records.

**Change of Rates, Fees, Terms – Assignment:** We may assign or transfer Card accounts, including, your Account, this Agreement or our rights and obligations under your Account or this Agreement, to our affiliates or to some other financial institution at any time. Subject to applicable law, the person or entity to whom we make any such sale, assignment or transfer is entitled to all our rights under this Agreement, to the extent sold, assigned or transferred. We may also change the rates, fees, and terms of this Agreement at any time, in accordance with applicable law. We will notify you of changes if we are required to do so by law, and you may be given the opportunity to reject those changes to the extent required by law or otherwise in our discretion. If you choose not to accept those changes, you may terminate this Agreement by notifying us in writing. However, your Account will be closed, and you will remain responsible for all Charges made before you terminated the Agreement.

**Revocation and Voluntary Cancellation:** We can revoke your right to use the Card at any time. We can do this whether you have violated this Agreement and without giving you notice. If we revoke the Card, you must return the Card to us if we request. Also, if a merchant that accepts cards asks you to surrender an expired or revoked Card, you must do so. You may not use the Card after it has expired or after it has been revoked. If you

ask us to cancel your Account, but you continue to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account. We may then reinstate your Account and bill you accordingly.

**Severability:** If any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with the law. If any part of this Agreement is determined by a court of valid jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

**Governing Law; Venue.** This Agreement and all transactions hereunder will be governed by federal law and, to the extent not preempted by federal law, by Florida law, no matter where the Account is used. This Agreement is entered into between us and you in Florida.

**Rewards.** To access reward points, your account must be open and in good standing.

**Authorization:** You expressly authorize your wireless carrier (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to TCM and its third-party service providers your mobile number, network status, customer type, customer's role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the relationship.

**Unauthorized Use of Your Account:** Please notify us immediately at [insert number or location of number for customer to call to report unauthorized use of the loss or theft of your Card or Convenience Checks or of any other possible unauthorized use of your Account.