

**BANKPLUS
BUSINESS PAY IN FULL
CREDIT CARD AGREEMENT**

We are pleased to open a Business Credit Card Account in Your name. This is the Agreement, including any changes to it, that governs Your Account with Us. In this Agreement, the words "You" and "Your" refer to You, all other persons signing Your Credit Card application and Your company. The words "We," "Our" and "Us" refer to BankPlus. The word "Account" refers to Your credit card Account with Us. The words "Authorized Cardholder" and "Cardholder" refer to individuals that have been issued cards for Your company. The word "Card" refers to the VISA Business credit cards that have been issued to You and any Authorized Cardholders under Your credit card Account.

Authorized Cardholders: Cards may be issued to Authorized Cardholders. Unless You notify Us in writing, You authorize Us to issue renewal or replacement cards to each Authorized Cardholder on or before the expiration date of each card or when a card is reported lost, stolen, or has fraudulent activity.

Authorized Users: An authorized user is any person that is given a Card by an Authorized Cardholder or is authorized to use a Card or the Account. The authorization given to an Authorized User by the Cardholder shall continue in effect as long as the Authorized User has possession of a Card, or has other means of accessing the Account, and You shall be liable for the payment of all amounts owing on the Account arising from an Authorized User's use of a Card, or other means of accessing the Account, during the time the Authorized User has possession of a Card or has other means of accessing the Account. No revocation of the authorization given to an Authorized User by the Cardholder shall be effective or binding on the Bank until the Cardholder recovers possession of the Card or accounts for the Card or other means of accessing the Account to Our satisfaction.

In addition, a Credit Card transaction(s) conducted by any of the following will be deemed to be an authorized transaction(s):

- A business co-owner
- An employee of the company or entity
- The Cardholder or person authorized by the Cardholder; and/or
- Any other person with an interest in or authority to transact business on the Account.

Credit Card Transactions: You and any other Cardholder may from time to time make credit Purchases, obtain Cash Advances and Balance Transfers under Your Account. In doing so, You agree to be bound and obligated under this Agreement and Our procedures for requesting credit Purchases, Cash Advances and Balance Transfers. You and any other Cardholder agree that this Credit Card Account is for business purposes and all transactions in connection with Your Account will be for business purposes and not for personal, family or household purposes. Your obligations under this Agreement, however, shall not be affected or limited if any balances are incurred for non-business use.

Purchases: You and any other Cardholder may use Your Account to purchase goods and services from participating merchants and other persons honoring VISA credit cards. We will pay the amount of Your Account Purchases by making loan advances on Your Account with Us.

Balance Transfers: You may use Your Account to transfer the balances of other credit cards to Your Account with Us up to Your available credit limit. You should be careful to monitor and to continue to make required payments on any account You transfer a balance from until You know that the other creditor has given You credit for the balance transfer. We permit balance transfers from most non-BankPlus accounts

Cash Advances: You may obtain Cash Advances on Your Card from automated teller machines ("ATMs") and banks that accept Your Card. We may make only a portion of Your total credit limit available for cash advances. The portion of Your credit limit available for cash advances will be further limited by any unpaid cash advances at the time of the transaction. Your credit limits, including the cash credit limit, are shown on Your billing statement. Cash advances from ATMs may be limited as to amount and frequency. For example, dollar limits may apply to individual transactions and daily limits may apply to the total amount of cash advances which may be obtained in a single day. You are responsible for fees that may be charged for cash advances performed at other financial institutions and ATM owners.

Mobile Devices: You or an authorized user may be permitted to load Your Card information to an app on a smartphone or other electronic device, such as a mobile wallet, which may be used for purchases or

other transactions without presenting the Card. Any such transactions are covered by this Agreement. We have no responsibility for the performance of any app or device. You should protect the security of any electronic device just as You would Your Card or other valuable information. Fees may be charged by third parties related to any such transaction, such as data or messaging charges. We may at any time restrict or limit Your ability to make transactions using Your Card or Account information through a third party or electronic device.

Prohibited Card Use: A Card may not be used for any unlawful purpose, including without limitation, the purchase of goods or services prohibited by applicable law or regulation. You may not use Your Account to conduct transactions in any country or territory or with any individual or entity in violation of any sanctions, restrictions, or prohibitions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). We have no liability to You for blocking or failing to block any such transactions.

Notice Regarding Illegal Internet Gambling Transactions: Pursuant to the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG (collectively, the "Act"), this is to notify the Cardholder that items and transactions related to illegal Internet gambling ("Restricted Transactions") will not be processed through Your Account(s). Restricted Transactions include any transactions in which a gambling or gaming business accepts payment in connection with unlawful Internet gambling, whether by credit card, debit card, electronic funds transfers, check or other means. We shall have no liability whatsoever for the refusal or return of items or transactions, or for any claims or losses arising from or related to its refusal or return of items or transactions, and/or its closure of Your Account(s), believed by Us to be in violation of the Act.

Additional Limitations on Use of Your Account: We shall have the right to deny access to credit on Your Account or to refuse to honor any Card or refuse to allow You and any other Cardholder or Authorized User to make additional credit Purchases or to obtain additional Cash Advances under Your Account for any reason even though the Account has not been terminated or closed, including without limitation, if any of the following events occur:

- (a) You do not pay the entire balance due shown on the most recent monthly billing statement on or before the payment due date, or are otherwise in default under the terms and conditions of this Agreement;
- (b) You are in default under the provisions of any other loan, extension of credit or other agreement with Us;
- (c) You become delinquent on any other obligation owed to Us or on any obligation owed to any other person or entity;
- (d) You or any other Cardholder or Authorized User exceeds the approved credit limit
- (e) A request for additional credit on the account would cause the approved credit limit to be exceeded;
- (f) We are advised by a credit reporting agency or by any other appropriate source that Your financial condition has deteriorated significantly;
- (g) Your debt owed to, or Your available unused credit line from, other lenders becomes excessive in Our sole opinion;
- (h) You die, becomes imprisoned, are declared legally incompetent, or becomes insolvent;
- (i) You give false or misleading information to Us at any time;
- (j) We have reasonable cause to believe that You will not be able to repay the amounts owed to Us, for any reason, including, but not limited to, Your unemployment;
- (k) A proceeding has been filed by or against You for bankruptcy, arrangement, reorganization, or any other relief afforded debtors or affecting rights of creditors generally under the United States Bankruptcy Code or under any state or federal law;
- (l) You have sent Us more than one payment within a twelve (12) month period that has been returned unpaid for any reason;
- (m) You have notified Us or We have otherwise determined that the Card has been lost, stolen, or has had unauthorized activity;
- (n) You fail to comply with any terms or conditions of this Agreement.
- (o) We reasonably believe that any sales draft has been completed, negotiated or altered in an improper or unauthorized manner;
- (p) We reasonably believe that You have not complied with Our procedures and requirements for requesting credit Purchases, Balance Transfers and/or Cash Advances; or
- (q) We have cancelled or suspended Your Account privileges for any reason.

You agree that neither You nor any Cardholder or Authorized User shall have any legal claims or rights against Us if We deny or reject a request from You or any Cardholder or any Authorized User for credit or for the use of the Account. We are not responsible for any losses You incur if We do not authorize a transaction.

Promise to Pay: You agree to pay Us the full amount of all credit Purchases, Balance Transfers and Cash Advances made under all Credit Card Accounts requested or issued by You, whether these Purchases and Cash Advances are made by You or any other Cardholder or by anyone using Your Account with Your express or implied knowledge or consent or that of any Authorized User or Cardholder under Your Account. You further agree to pay all Finance Charges and other fees and charges that may be assessed under Your Account, including reasonable attorney's fees in the event that Your Account is turned over to an attorney for collection.

Foreign Exchange/Currency Conversions/International Transactions: If You or any Cardholder or Authorized User use Your Account for transactions in a currency other than U.S. Dollars, the exchange rate between the transaction currency and the billing currency used for processing International Transactions is selected by the applicable network (e.g., Visa, MasterCard, Cirrus, Plus, etc.). We do not determine the currency conversion or exchange rate that is used. If the applicable network is Visa, the exchange rate is a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or b) the government-mandated rate in effect for the applicable central processing date. The exchange rate that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. If the transaction is a refund, and the refund has a different processing date, then the exchange rate of the refund can be greater/less than that of the original transaction. You agree to accept the converted amount in U.S. dollars. An "International Transaction" is defined as any transaction where Our country (the United States) is different than the country where the transaction was completed (i.e., where the merchant is located), whether or not a currency conversion is involved (i.e., even if the transaction is conducted in U.S. dollars).

Credit Limit: We have established a credit limit on Your Account and may establish different limits for different types of transactions, like purchases and cash advances. These limits will appear on Your billing statement. If We approve Your request for credit, each Cardholder will be assigned a credit limit as designated by You. You and any Cardholder or Authorized Users may make credit Purchases, Balance Transfers and obtain Cash Advances up to the Card's established credit limit; although We may, under certain circumstances and at Our option, allow Your Account balance to exceed Your credit limit. We shall have the right to demand immediate payment of any amount by which the balance owing on the Account at any time exceeds the approved credit limit. We may change Your credit limits or cancel or restrict Your credit availability at any time subject to any requirements or limitations of applicable law. You will be charged a fee of \$32 each time the total of Your Purchases, Balance Transfers and/or Cash Advances exceeds the established credit limit assigned to the Cardholder.

Monthly Billing Statements: We will send You monthly billing statements whenever You have activity or if You have an outstanding balance (including a credit balance) on Your Account. These statements will reflect transactions on Your Account for the preceding monthly Billing Cycle. You should carefully review Your monthly billing statements and advise Us in writing of any errors within sixty (60) days after We send You the first monthly billing statement that the error appears on.

Payments: You must pay the entire balance due as disclosed on Your monthly billing statement, in full within twenty-five (25) days of the disclosed Billing Cycle Closing Date. You do not have the option of deferring payment on Your Account. Your payments will be applied in the following order:

- To any interest charges
- To returned check fees, late fees and Additional Charges
- To previously billed Cash Advances, Balance Transfers and Purchases
- To new Cash Advances, Balance Transfers and Purchases

We shall have the right to change the order of the application of payments at any time without prior notice to You. You should mail Your Credit Card payments directly to Us at the address indicated on Your monthly billing statements. Payments which We receive at that address by 5:00 p.m. CST on a banking day will be credited to Your Account as of the date of receipt, but We shall have the right to limit the amount of credit available for the Account based on a payment until the check or other payment instrument is actually paid by the drawee. If You mail Your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to Your Account. We may use the information from a check or other negotiable

instrument to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way We would process a check or other negotiable instrument. We will not be responsible if a check or negotiable instrument You provide has physical features that when imaged result in it not being processed as You intended. There may be a delay in posting payments which are mailed to Us at another address or which are made at any other authorized location.

Late Payment If You do not pay the entire balance due on your Account as disclosed on Your monthly billing statement within twenty-five (25) days of the disclosed Billing Cycle Closing Date, You agree to pay a late charge of 1.75% of the balance due as disclosed on Your monthly billing statement or \$35.00, whichever is greater.

Returned Check Fee: You agree to pay a returned check fee of \$32.00 for a check or other instrument or an electronic payment, being returned to Us unpaid because of an insufficient balance in Your deposit account.

Over the Credit Limit Fee: You agree to pay an over the credit limit fee of \$32 if the Purchases, Balance Transfers and Cash Advances have exceeded an individual Cardholder's established credit limit at the time the monthly statement cycles.

Periodic Finance Charges. Finance Charges will be assessed and imposed on Your Account for Cash Advances by applying the Monthly Periodic Rate outstanding during the Billing Cycle to the Average Daily Balance for Cash Advances on Your Account over each Billing Cycle. New Cash Advances will accrue a Finance Charge from the date of the transaction until the date of payment. There is no time period within which to avoid a Finance Charge on Cash Advances.

Annual Percentage Rate for Cash Advances. We will calculate Your Annual Percentage Rate by taking the highest Prime Rate published in the Money Rates Section of the Wall Street Journal (the "Index Rate") and adding it to a Margin of 12.65%. To calculate Your Monthly Periodic Rate, we then divide Your Annual Percentage Rate by 12, rounding to two decimal points. If the Index Rate becomes unavailable, we may substitute another Index Rate and Margin for Your Account. Your Monthly Periodic Rate and corresponding Annual Percentage Rate may increase or decrease if the Index Rate increases or decreases. Any such change will be effective as of the first day of each Billing Cycle following a change in the Index published on the tenth (10th) day of the previous calendar month. If Your Monthly Periodic Rate and corresponding Annual Percentage Rate increase, Your Finance Charges may increase. However, Your Monthly Periodic Rate will never exceed 1.75% and Your corresponding **Annual Percentage Rate** will never exceed 21%. The Average Daily Balance for Cash Advances on Your Account is calculated by adding the "Closing Cash Advance Principal Balance" of Your Account for each day of the Billing Cycle and dividing the sum by the number of days in the Billing Cycle to get to the Average Daily Cash Advance Balance. The Closing Cash Advance Principal Balance of Your Account will reflect: (1) the balance of Your Account at the beginning of the date of determination; (2) **less** any unpaid Finance Charges on Your Account; (3) **less** payments and credits to Your Account from date of posting; (4) **plus** new Cash Advances to Your Account from date of posting. The Finance Charge for a Billing Cycle is computed by multiplying the Average Daily Cash Advance Balance by the Monthly Periodic Rate.

Transaction Finance Charges: For Cash Advances and Balance Transfers, an additional three (3%) percent fee with a \$10 minimum will be assessed on the amount of each new cash advance and each New Balance Transfer. Such Cash Advance fees and Balance Transfer fees are considered as finance charges for Truth in Lending purposes and will be included in the total finance charge amount disclosed on Your current billing statement.

Additional Charges: Whenever We are requested by You or any other person not connected with Us to conduct any type of research in connection with Your Account, We will charge You a fee of \$25.00 per hour for Our research time, subject to a \$12.50 minimum charge. We will also charge You \$3.00 for each copy of a statement and \$18.00 for each copy of a credit card draft or receipt that You request. These additional fees will not be assessed when You assert a billing error under the Fair Credit Billing Act and Regulation Z. For replacing a lost or stolen Credit Card, You will be charged a fee of \$5.00. A fee of \$60.00 will be charged when You request that Your Card be delivered within three (3) to four (4) business days.

Security Interest: If this is a secured Credit Card Account the collateral securing the Account can secure

other loans with Us.

Communications: We may send cards, statements or other communications to You at any mailing or email address We have for You in Our records. If more than one person is responsible for this Account, We can provide billing statements and communications to only one of You. When You give Us Your mobile phone number, You agree that We have Your permission to contact You at the number about all Your BankPlus accounts. You also agree that Your consent allows Us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. This includes contact from companies working on Our behalf to service Your accounts with Us. Message and data rates may apply. You may contact Us anytime to change these preferences. We may also send an email to any address where We reasonably believe We can contact You. Some of the legal purposes for calls, text messages and emails include suspected fraud or identity theft, obtaining information; transactions on or servicing of Your accounts; collection on Your accounts, and providing You information about Our products and services. Notify Us immediately of any changes to Your contact information using the address or phone number shown on Your billing statement or phone number shown on the back of Your Card. We may listen to and record Your telephone calls with Us.

Rewards Program: The terms and conditions for any rewards program offered for Your Account is voluntary and separate and distinct from the terms of Your Credit Card Agreement. Participation in a rewards program means You agree to the rewards program's terms and conditions. We have the right to terminate the rewards program at any time and without notice. In addition, the benefits of the rewards program may be changed or removed at any time without notice to You. The separate and distinct rewards agreement means a change to its terms in no way impacts the relationship maintained under this Agreement. For additional information about the rewards programs, You may call Us at the phone number listed in the "Your Billing Rights" section below, or on Your billing statement or the back of Your Card.

Cancellation, Default and Acceleration: We may cancel Your Account at any time and for any reason. You may also cancel Your Account at any time by notifying Us in writing and returning all Cards issued in connection with the Account. You shall remain liable for continued charges against the Account after the Account is closed by You until and unless all Cards have been returned to Us.

If Your Account is cancelled for any reason, or should You die, or become insolvent, or apply for bankruptcy relief, or should You fail to comply with any of the terms and conditions of this Agreement, or should You default under any other loan or account that You may have with Us, We have the right to accelerate payment of all amounts You owe Us under Your Account, which You agree to pay to Us immediately, without further notice or demand for payment. Without limiting the foregoing, We shall have the right to close the Account if the Account has been inactive for (12) consecutive months.

If We have to turn Your Account over to an attorney for collection, You further agree to pay Our reasonable attorney's fees in an amount equal to twenty-five (25%) percent of the unpaid debt due Us.

The unpaid Cash Advances on Your Account will continue to bear interest (Finance Charges) after cancellation of Your Account, until Your Account is paid in full. Under this Agreement, You are waiving demand, protest, notice of protest and notice of non-payment of Your Account, and all pleas of division and discussion. You further agree that We may extend payment under Your Account from time to time, one or more times, without notice to You and without releasing any of Your obligations or liabilities to Us. If there is more than one holder under Your Account, Your obligations to Us under this Agreement shall be on a "joint and several" or "solidary" basis. Each of You further agrees that We may at any time release any of You from Your respective obligations to Us without in any manner affecting or impairing Our rights against any of You who are not released. Our rights and remedies under this Agreement are in addition to all rights and remedies that We have under any other agreements with You or as otherwise provided under applicable law. We may delay enforcing any of Our rights, powers or remedies without losing them. Any waiver or forbearance of such rights or remedies on Our part must be in writing and signed by Us. We are further permitted to accept partial payments under Your Account marked as "**PAID IN FULL**" or in a similar manner without losing any of Our rights.

Return of Credit Cards: You will be issued one or more VISA credit cards under Your Account with Us. These credit cards will remain Our property. In the event that Your Account is canceled or Your credit privileges are suspended for any reason, You and all Cardholders and Authorized Users under Your Account are required to immediately cease using any Credit Cards that We have issued to You and any Cardholders and to return all of Your Cards to Us. Should You terminate the privileges of any Cardholder

under Your Account, You further agree to return any Cards that may have been given to that person.

Lost or Stolen Credit Cards: In the event of possible loss, theft or unauthorized use, You agree to notify Us immediately. You may be liable for the unauthorized use of any Card issued under this Agreement. If 10 or more Cards are issued pursuant to this Agreement, You will be strictly liable for any unauthorized use. If fewer than 10 Cards are issued pursuant to this Agreement, You will not be liable for unauthorized use of the Card which occurs after You notify Us

orally at:

1-877-224-1018:

or in writing at:

BankPlus

Credit Card Servicing

PO Box 1830

Covington, LA 70434

of the loss, theft, or possible unauthorized use, and Your liability for unauthorized use of the Card will not exceed \$50.00 per Cardholder for use of a Card by anyone other than an Employee prior to notice to Us. However, a Card in the possession and control of an Employee, even after his or her authority to use the Card has been revoked by You, is not considered lost or stolen, and its use by such Employee is not unauthorized. You must recover the Card from the Employee. You agree to assist Us in determining the facts and circumstances relating to any unauthorized use of a Card.

Updated Credit Information: You agree to immediately notify Us should there be any adverse change in Your credit or financial condition. You further agree to provide Us with annual financial statements and such additional credit-related information as We may request from time to time.

Notices: We shall send all monthly billing statements and any notices in connection with the Account to Your address as shown in Our most recent records. You agree to give Us notice of any change in Your address at least fifteen (15) days prior to the change. Any notices from You to Us, including a notice of a change of address, shall be effective when received by Us at Our address for receipt of payments shown on any monthly billing statement mailed by Us to you within the preceding sixty (60) days. We shall have the right to accept corrections or changes to Your address from the United States Postal Service.

Governing Law: This Agreement and all credit advances under Your Account with Us are considered as consummated when accepted by Us at Our offices in Ridgeland, Mississippi. This Agreement is to be governed solely under the laws of the State of Mississippi, and all extensions of credit under Your Account and all Finance Charges and other charges assessed on Your Account are to be governed under Mississippi law (and federal law, to the extent applicable). If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Amendments: Subject to any requirements under law, We shall have the right to change any of the terms of this Agreement at any time whatsoever. You shall be given any prior written notice of the change that is required by law, either by including a notice on the monthly billing statement or by sending You a separate notice. Subject to any requirements of applicable law, any amendment to this Agreement shall become effective at the time stated in Our notice to You, and, subject to any requirements of applicable law, the amendments to this Agreement shall apply to all outstanding unpaid indebtedness on the Account at the time the amendments are effective and to all new transactions on the Account after the amendments become effective. If, under applicable law, Your approval is required for any amendment to this Agreement, that approval may be evidenced by Your written consent to the amendment or by the use of the Card or the Account by You or any Cardholder or Authorized User after the date of notice that was given by Us to You, which date may or may not be the date that the amendment becomes effective. If You do not agree to a change in the terms of the Agreement that requires Your approval, You may pay off under the terms of this Agreement prior to its amendment all indebtedness owed on the Account prior to the date that the amendment becomes effective, but, in that case, neither You nor any Cardholder or Authorized User shall have the right to use the Account or any Card after the amendment becomes effective.

Credit Reports: You authorize Us to report Your Account's performance under this Agreement to the credit reporting agencies and to any other person or entity who may properly receive such information, and We shall have the right to obtain Your credit report from the credit reporting agencies and to make any credit, employment, and investigative inquiries that We in Our sole discretion deem appropriate in connection with any extension of credit on the Account or the collection of amounts owed on the Account.

Severability: If any term, provision or section of this Agreement is held to be invalid or unenforceable under any statute, court decision, or governmental rule or regulation, the remainder of this Agreement shall remain in full force and effect.

Agreement. Pursuant to Your request or application, We have established an Account in Your name and have issued one or more Cards to You. By requesting or applying for a Card or an Account, retaining a Card, signing a Card, using a Card, or using the Account, You agree to the terms and conditions contained in this Agreement. This Agreement governs the Account and the use of any Card issued to You or any Cardholder in connection with the Account. We agree to pay the applicable merchant or business, in accordance with the terms and conditions of this Agreement, for the Purchases that You or any Cardholder or Authorized User makes with a Card, and We agree to make Cash Advances, in accordance with the terms and conditions of this Agreement, to You or any Cardholder or Authorized User. You authorize Us to charge the Account for all amounts We pay on Purchases, for all amounts We advance to any Cardholder or Authorized User on Cash Advances, and for all amounts We advance or pay to third parties on Your, or any Cardholder or Authorized User's, behalf including any amounts advanced on Your, or any Cardholder or Authorized User's, behalf as a result of the use of a Card to obtain any services offered by VISA U.S.A. Inc. You agree that We can provide Your personal data to Visa, its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services.

NOTIFICATION INFORMATION FOR REPORTING LOST, STOLEN AND UNAUTHORIZED USE OF CARD. Notify Us at once if Your card has been lost or stolen or if You suspect that Your card is being used without Your permission at the following:

By Phone:

1-877-224-1018

Or by mail:

BankPlus

Credit Card Servicing

PO Box 1830

Covington, LA 70434

You must contact Us in writing within 60 days of the mailing of the first statement showing potential errors.