

## Summary of Credit Terms- Union Bank Business Secured Visa Card

| Interest Rates and Interest Charges   |   |
|---|---|
| <b>Annual Percentage Rate (APR) for Purchases</b>   | <b>13.99%.</b><br>This APR will vary with the market based on the Prime Rate.   |
| <b>APR for Balance Transfers</b>  | <b>13.99%.</b><br>This APR will vary with the market based on the Prime Rate.   |
| <b>APR for Cash Advances</b>  | <b>25.25%.</b><br>This APR will vary with the market based on the Prime Rate.   |
| <b>Penalty APR</b>  | <b>None</b>   |
| <b>Paying Interest</b>  | Your due date is at least 21 calendar 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. We will begin charging interest on cash advances and balance transfers on the transaction date. |
| <b>Minimum Interest Charge</b>  | If you are charged interest, the charge will be no less than \$1.75.  |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>   | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .  |
| Fees  |   |
| <b>Annual Fee</b>   | <b>\$30</b>   |
| <b>Transaction Fees</b>   |   |
| <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>   | <p>Either <b>\$10</b> or <b>5%</b> of the amount of each balance transfer, whichever is greater.</p> <p>Either <b>\$15</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</p> <p><b>3%</b> of each transaction in U.S. dollars.</p>                                   |
| <b>Penalty Fees</b>   |   |
| <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Over-the-Credit Limit</li> <li>• Returned Payment</li> </ul> | <p>Up to <b>\$39</b>.</p> <p><b>\$35</b></p> <p><b>\$35</b></p>   |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)."

The above information, such as rates and fees, is accurate as of 3/16/2020 and is subject to change. Please contact Union Bank Customer Service at 877-505-6789 for up-to-date information.

**SEE BACK OF PAGE for more important information about your account.**

## ADDITIONAL TERMS & CONDITIONS

If an account is opened, you will receive a Business Cardmember Agreement (“Agreement”) with your card(s). You agree to the terms of this Agreement by: using the account or any card, authorizing their use, or making any payment on the account. **We have the right to change the account terms (including the APRs) in accordance with your Agreement.** We reserve the right to change the benefit features associated with your card at any time. Complete terms and conditions will be provided to you when you become an approved cardmember. Cards are issued and serviced by Union Bank® Card Services, a division of MUFG Union Bank, N.A.

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, and other information that will allow us to identify you and the business entity. We may also ask for other identifying documents. We will let you know if additional information is required.

### CREDIT REPORT AUTHORIZATION

By submitting an application for credit, you authorize us to obtain credit bureau reports regarding you, the authorized representative/owner, and/or the business entity that we will use when considering your application for credit. You also authorize us to obtain credit bureau reports and any other information about you in connection with the extensions of credit on your account and the administration, review or collection of your account. If you ask, we will tell you the name and address of the credit bureau from which we obtained a report about you. You also authorize us to verify your employment, income and other relevant information.

### COMMUNICATION AUTHORIZATION

By providing us with your residential phone number or cell phone number, you agree that we (including companies working on our behalf) have your permission to contact you at the number provided about any of your Union Bank accounts, and that we may use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account servicing calls, as well as for collection purposes. Message and data rates may apply.

### ARBITRATION NOTICE

If you are issued a credit card, your Agreement will contain a binding arbitration provision. In the event of any dispute relating to your account, the dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association or JAMS/Endispute. Both you and we agree to waive the right to go to court or to have the dispute heard by a jury (except as to any collection activities on your account). You and we will be waiving any right to a jury trial and you also would not have the right to participate as a part of a class of claimants relating to any dispute with us. Other rights available to you in court may also be unavailable in arbitration. When you receive your Agreement, you should read the Arbitration provision in your Agreement carefully and not accept or use the Card unless you agree to be bound by the arbitration provision.

### BALANCE TRANSFERS

If you are issued a credit card, you authorize us to make one or more of the balance transfers that you have requested from credit card accounts or other types of accounts with other financial institutions. All balance transfer requests are subject to our approval; we are not liable if we do not make a requested balance transfer. We reserve the right to make balance transfers in the order we select and to limit the amount of the balance transfers that we make (this amount may be less than your total credit limit). If you request an amount that we do not approve, we may process a partial transfer for less than you requested or we may decline the entire request. In addition, transfer requests that are incomplete, illegible or requested to cash, to yourself or to another account with us or one of our affiliates need not be processed. You should not transfer any amount that is in dispute in order to preserve your dispute rights. When you transfer a balance from another account, we send a payment in the amount of the balance transfer to the other financial institution. We have no control over, and are not responsible for, how and when the other financial institution applies the payment. You are responsible for verifying that the other financial institution applies the balance transfer payment in accordance with your other account's terms. You should continue to monitor the other accounts that you request a transfer balance to and you should continue to pay the minimum payments due on those accounts until you receive statements from those creditors showing that the balances due them have been paid in full. This might not happen until after the balance transfer appears on your billing statement from us. You are liable for any late payments, finance charges or disputed amounts on your other accounts. We do not send instructions to the other financial institution to close your other account. If you want the other account to be closed, you must do that yourself. Balance transfers are subject to applicable fees and finance charges and do not have the benefit of a grace period. **If you take advantage of a balance transfer offer and continue to use the credit card to make purchases, you will lose the interest-free grace period on the new purchases unless you pay the entire statement balance, including the amount subject to the promotional APR, by the payment due date.**

### SECURITY INTEREST IN THE COLLATERAL ACCOUNT

As a condition to opening and maintaining a credit card account, you will be required to open and maintain a deposit account with us to hold the funds you have provided as collateral (the “Collateral Account”). The balance in the Collateral Account must at all times equal at least the amount of the credit line on your credit card account. At the time the Collateral Account is opened, we will provide you with the terms and conditions governing the Collateral Account and all related disclosures (the “Collateral Account Agreement”). In the event of a conflict between the terms and conditions in this section and those of the Collateral Account Agreement, these terms and conditions will apply with respect to the Collateral Account. You grant us a security interest in the Collateral Account and in all additions to and proceeds of the Collateral Account. Our interest in the Collateral Account secures your promise to pay for all transactions on the credit card account and any interest, fees and other amounts that you owe us under the credit card account. You agree that, until all amounts owed under the credit card account have been fully paid and the account has been closed (a) you may not withdraw any funds from the Collateral Account, (b) you may not create or permit any other lien or security interest in the Collateral Account or transfer any other interest in the Collateral

Account for any reason, (c) any attempt to give a security interest or transfer any other interest in the Collateral Account will be ineffective and void, and (d) you may not close the Collateral Account.

We may, in our discretion, close the Collateral Account at any time. Before closing your Collateral Account, we will give you any notice required by law or the Collateral Account Agreement. If any person other than us seeks to assert an interest in the Collateral Account, we may deem the account balance immediately payable and apply the funds in the Collateral Account to your outstanding account balance. We may use the funds in the Collateral Account to pay any balances on your credit card account. You agree that if the credit card account issued to you by us is closed for any reason, we may apply the funds in this Collateral Account to pay off any balance on the credit card account. If the credit card account is closed for any reason, whether by you or us, we may hold funds in this Collateral Account for a minimum holding period of sixty days after the credit card account balance is paid in full and the credit card account is closed in order to cover any transactions, fees or charges that may be posted to the credit card account after it is closed. If any funds remain in the Collateral Account after the credit card account balance is paid, we will send the remaining funds to you in the manner provided by the Collateral Account Agreement. If the Collateral Account is closed or funds are withdrawn prior to any stated maturity date, we may assess an early withdrawal penalty as described in the Collateral Account Agreement. Please refer to your Collateral Account Agreement for complete details regarding penalties for early withdrawals.

The foregoing security interest in the Collateral Account is in addition to, and does not impair or affect, any waiver of any set off or other rights that we have or may have, now or hereafter, with respect to the Collateral Account.

## OTHER DISCLOSURES

**WASHINGTON STATE RESIDENTS:** Washington state law prohibits discrimination in credit transactions because of race, creed, color, national origin, sex, or marital status. The Washington State Human Rights Commission administers compliance with this law.

**CALIFORNIA RESIDENTS:** A married applicant may apply for a separate account. Additionally, we may obtain information at any time from the California Department of Motor Vehicles. You agree to waive the address confidentiality requirements section of the California Vehicle Code (Section 1808.21).

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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.

**NOTICE TO MARRIED WISCONSIN APPLICANTS:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our interests and/or rights unless, prior to the time the credit is granted or an open-end credit plan is entered into, we are furnished with a copy of the agreement, statement, or decree, or have actual knowledge of the adverse provision. **Married Wisconsin residents applying for credit separately must furnish name and address of their spouse to Union Bank at P.O. Box 51442, Los Angeles, CA 90051.**

**NEW YORK RESIDENTS** may contact the New York State Department of Financial Services by telephone at 1-800-342-3736 or visit its website at <http://www.dfs.ny.gov> for free information on comparative credit card rates, fees and grace periods.

## MILITARY LENDING ACT

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Additionally, if any clause in your Agreement with us conflicts with the federal law protections afforded to members of the Armed Forces, including any provision related to mandatory arbitration, federal law will prevail.

If you would like to receive this Military Lending Act disclosure orally, please call 1-877-925-8666.

## IMPORTANT NOTICES & DISCLOSURES

As the authorized representative and owner ("Authorized Representative/Owner") of the business identified in the application for credit ("Company"), you make the following certifications and agreements, individually and as a representative of the Company, upon submission of your application:

- (i) The Authorized Representative/Owner is lawfully acting as a representative on behalf of the Company and has the authority to bind the Company to its obligations in connection with a business credit card account;
- (ii) All information that the Authorized Representative/Owner has provided, or will provide, in connection with the application is true, correct, and complete in all respects material to such application;
- (iii) The Authorized Representative/Owner understands that any Union Bank Business Visa® Cards issued to Company and/or its employees will be issued in reliance upon the information provided by the Authorized Representative/Owner in connection with the application;
- (iv) The Authorized Representative/Owner has reviewed, and understands, this Summary of Credit Terms, which contains important rate, fee, and other information regarding the credit card account(s) for which the Authorized Representative/Owner has applied;
- (v) If a credit card account is opened for the Company and/or the Authorized Representative/Owner as a result of the submission of an application, the Company and the Authorized Representative/Owner will comply with their respective obligations under the Agreement and the Company and the Authorized Representative/Owner will ensure that any of the Company's employees or others who use the business credit card account comply with the obligations of the Agreement;

- (vi) Any purchases or other charges to business credit card accounts opened as a result of the submission of an application will be for business purposes only, and not for personal, family, or household purposes;
- (vii) The Company and the Authorized Representative/Owner will be jointly and severally liable for repayment of all amounts due on all of Company's accounts opened as a result of the submission of an application or subsequently on behalf of Company;
- (viii) We may obtain credit reports and other financial information regarding the Company and/or Authorized Representative/Owner from credit bureaus, our own records and the records of our affiliates, and other lawful sources to verify the creditworthiness of Company and the Authorized Representative/Owner and/or to review the status of any credit card accounts opened as a result of the submission of an application;
- (ix) We may share information regarding this account and/or any credit card accounts opened as a result of the submission of an application with our affiliates in connection with other accounts the Company and/or Authorized Representative/Owner may have with our affiliates;
- (x) The Authorized Representative/Owner expressly consents for us to contact him/her by telephone and/or mobile device (including SMS and MMS text messages) through the telephone number(s) provided in connection with the application for the purposes of fulfilling or servicing the application, including for the collection of debt, even if the telephone number(s) are currently listed on our corporate or any state, or federal Do-Not-Call lists;
- (xi) The Authorized Representative/Owner agrees that we may contact him/her through the use of an automatic telephone dialing system or an artificial or prerecorded voice, even if the telephone number(s) he/she provides with the application are assigned to cellular, mobile, or Voice over Internet Protocol ("VoIP") service or any other service for which the called party may be charged. The Authorized Representative/Owner further represents and warrants that he/she (or the Company) is the current subscriber or customary user of the telephone number(s) he/she has provided and that he/she has the authority to provide the consent described above to be contacted at the number(s). If you would like to review our privacy notice you may do so at [UnionBank.com/privacypolicy](http://UnionBank.com/privacypolicy).

Cards are issued and serviced by Union Bank Card Services, a division of MUFG Union Bank, N.A.

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