



Business Cardmember Agreement and Disclosure Statement

This Business Cardmember Agreement and Disclosure Statement, together with the accompanying Summary of Credit Terms and any other documents you or any Cardholder (see below) are asked to sign in connection with the Account (see below), govern your credit card account with MUFG Union Bank, N.A., (the "Account") and are collectively referred to below as the "Agreement". The Summary of Credit Terms provides important information about annual percentage rates, specific types and amounts of finance charges and fees that may be charged to the Account under certain circumstances and other important information about the Account. Please read this Business Cardmember Agreement and Disclosure Statement, along with the Summary of Credit Terms, carefully and retain both for future reference.

As used in this Agreement, the words "you" and "your" mean the person(s) or company (corporation, partnership, limited liability partnership, limited liability company, sole proprietorship, or other business entity) named on the application for the Account, or who requested the opening of the Account (the "Company"), and anyone else who uses the Account or any card associated with the Account (each, a "Card") in any way (each, a "Cardholder"). The terms "we", "us", "our" and "MUFG Union Bank" mean MUFG Union Bank, N.A. Using or allowing someone else to use a Card or the Account means you accept the terms of the Agreement. This Agreement contains our most current terms and supersedes earlier materials you may have received. (Please note: although the Account will generally have monthly billing cycles, your first billing cycle may be more or less than one month. All credit terms, including minimum finance charges, will apply in each billing cycle including the first billing cycle.)

AGREEMENTS BETWEEN COMPANY AND CARDHOLDER: No separate agreement between the Company and the Cardholder (including an agreement that will obligate the Cardholder to make payments in connection with the Account) will in any way affect your obligations under this Agreement.

BALANCE CATEGORIES: We will keep track of the activity on the Account in different "Balance Categories". Unless we tell you otherwise, these are the Balance Categories we will use:

"Purchases" which will result from use of a Card or the Account number to purchase goods and services;

"Cash Advances" which will result from cash advances you request, use of checks or similar instruments (including electronic form or otherwise) that we provide (unless we tell you they will be treated differently), and Cash Equivalent Transactions (as defined later in this Agreement);

"Balance Transfers" which will result from balance transfers that you request by any means, including balance transfer checks or similar instruments (including electronic form or otherwise); and

"Special Offers" which will result from use of a Card or the Account number to take advantage of special, introductory or promotional offers that we identify to you from time to time. Each Special Offer may be considered a separate Balance Category.

ACCOUNT USE: *You agree that each Card and the Account will be used only for business purposes. You will not use a Card or the Account and will not permit any person to use a Card or the Account for personal, family, or household purposes.*

You may make purchases and obtain cash advances by using a Card, the Account number, or checks (if any) (or similar instruments including electronic form or otherwise) that we send to you. Each time you use the Account, you are representing that you intend, and have the ability, to repay all amounts due on the Account.

You may not use the Account for and we may decline authorization for any illegal transaction. We may decline authorization for any Internet gambling transaction. We may, in our discretion and to the extent permitted by law, restrict or delay the availability of credit to you for our risk management purposes and to protect you and us against actual or potential fraud, unauthorized transactions, or claims. We are not liable for declining authorization for any particular transaction, regardless of our reason.

CHARGES BY OTHERS: The Company is responsible for all charges made by anyone you allow to use the Account, even if that person charges more than you intended or authorized. For the avoidance of doubt, the Company is responsible for all charges made by the Cardholder (or by any person that the Cardholder authorizes or permits to use a Card or the Account) regardless of the purposes thereof, regardless of whether the Company benefits from the use, and regardless of whether the Cardholder violates the Company's rules pertaining to usage of a Card or the Account. We may consider charges made by the Cardholder's immediate family as authorized by you and your responsibility. If the Company is a partnership or sole proprietorship, you, as the partner or owner of the proprietorship, acknowledge your primary personal liability for all charges made on cards issued at your request (and if there is more than one of you, you will be jointly and severally liable).

UNAUTHORIZED USE: If we issue fewer than ten cards to the Company, the Company may be liable for any unauthorized use; provided, however, that the Company will not be liable for any unauthorized use that occurs after we are notified orally or in writing (at the address or phone number set forth on the Account statement) of the loss, theft, or unauthorized use and liability for unauthorized use will not exceed \$50 per account. If we issue ten or more cards to the Company, the Company shall be liable for any and all unauthorized use thereof. If unauthorized use of the Account occurs, you agree to cooperate with us and law enforcement authorities in identifying the unauthorized user and proving his/her unauthorized use. For the avoidance of doubt, any transaction by a person whom you allow to use a Card or the Account shall not be considered an unauthorized use for purposes of this paragraph, even if the person charges more than you intended or allowed, or uses a Card or the Account for a purpose that you did not intend or allow. As provided above under "Charges by Others," the Company is responsible for all such charges.

BILLING ERRORS: Depending on the arrangements that we have with you, we will send periodic billing statements to the Company, to the Cardholder, or to both. If we send monthly statements to the Cardholder only, then the Cardholder agrees

to review each statement promptly upon receipt and to notify us promptly of any errors. If the Cardholder does not review the statement promptly or fails to notify us promptly of any errors, you agree that the billing statement will be considered proof of the amount that the Company will be obligated to pay. If we send periodic statements to the Company (regardless of whether we also send periodic statements to the Cardholder), then the Company agrees to review each statement promptly and to promptly notify us of any errors. The Company shall be responsible for consulting with the Cardholder, if necessary, to determine whether any charges reflected in the monthly billing statement are erroneous. If the Company fails to review the statement promptly or notify us promptly of any errors, you agree that the billing statement will be considered proof of the amount that the Company will be obligated to pay.

OUR SECURITY INTEREST: In addition to any rights that we may have under applicable law, you agree that we have a right under this agreement to set-off any amounts you owe us or our affiliates against any deposit accounts that you maintain with us. In addition, if you have provided us with funds that will serve as collateral for your obligations to us, then you have hereby: (i) relinquish all possession and control over the funds you have provided and grant us exclusive control over such funds; and (ii) pledged, assigned, and granted to us a security interest in those funds, the corresponding deposit, including subsequent add-on deposits, if any, and any instrument that we may issue evidencing that deposit (collectively, the "Collateral"). If you fail to pay or otherwise default on your obligations under this Agreement, we may: (1) without advance notice, take any or all of that Collateral and apply it as payment towards your obligations under this Agreement or in connection with other credit card agreements that you have with us; and (2) pursue other legal remedies.

CREDIT LIMIT/AUTHORIZATIONS: We may establish, in our discretion, both (1) a credit limit for the Account ("Individual Credit Limit"); and (2) an aggregate credit limit for all credit card accounts issued to or at the request of the Company ("Overall Credit Limit"). You agree not to exceed the Individual Credit Limit or to initiate a transaction that will cause the aggregate balances on all accounts subject to the Overall Credit Limit to exceed such Overall Credit Limit. We may also separately restrict the amount of either the Individual Credit Limit or Overall Credit Limit available for cash advances and balance transfers. The Company agrees to immediately pay any amount in excess of any Individual Credit Limit or the Overall Credit Limit (or any amount that exceeds any separate limit established for cash advances and balance transfers). We may raise or lower the Individual Credit Limit or Overall Credit Limit (including any restrictions on the amount of cash advances or balance transfers) at our discretion. We will consider additional deposits to the Collateral to be requests to increase your credit limit by the amount of the deposit, rounded down to the nearest \$50. We are not, however, obligated to honor such requests.

PAYMENTS:

- (A) *Promise to Pay:* The Company is liable to the Bank for payment of all amounts due in connection with the Account. The Company shall be liable for all amounts due under the Account even if the Cardholder fails to make payments in accordance with any agreement between the Company and the Cardholder. Nothing in the two preceding sentences prohibits the Company from entering into an agreement with the Cardholder that makes the Cardholder ultimately liable to the Company for any amounts due in connection with the Account; however, no such agreement between the Company and the Cardholder shall be binding on MUFG Union Bank or in any way affect the Company's obligations under this Agreement. You may pay all or a part of the balance on the Account at any time. However, the Company must pay (or cause to be paid) at least the minimum payment shown on your billing statement by the due date. You agree to follow the requirements for payments that we set forth on your billing statement from time to time, including requirements that payments are made in United States Dollars and that checks are drawn on a United States bank. If we choose to accept a payment that is not in United States Dollars or not drawn on a United States bank, you agree to pay any collection or conversion fees assessed to us by third parties. We may accept payments which are marked "payment in full" or with similar markings without losing our right to receive payment in full. Partial payments offered in full satisfaction of a disputed amount must be sent to the address for notice of billing errors shown on your billing statement. We reserve our rights as to all such payments.
- (B) *Minimum Payment Calculation:* The amount of your minimum payment will be indicated on your billing statement and calculated as shown on the Summary of Credit Terms.
- (C) *Application of Payments:* We may apply your payments in the order we choose from time to time. We must, however, comply with applicable law governing application of your payments. For the avoidance of doubt, the Bank may apply payments first to any program fees and Interest Charges, then finally to principal balances for any Balance Category. Payments to principal balances may be applied starting with the Balance Category that has the lowest Annual Percentage Rate.
- (D) *Application of Credits:* We will apply credits to your Account as promptly as required by law. Credits may be applied to the Balance Categories that we choose, even if those Balance Categories are different than the Balance Categories of the transactions giving rise to the credits. A credit may be applied on the date of the credit transaction. In some cases, however, credits may not be posted to your Account until a billing cycle occurring after the date of the credit transaction.

VARIABLE RATE INFORMATION: If any Annual Percentage Rate is variable, information regarding the variable rate is provided on the Summary of Credit Terms. The information includes: (i) the fact that the rate may increase; (ii) how the rate is determined, including the margin and index; (iii) the circumstances under which the rate may increase; (iv) the frequency with which the rate may increase; (v) any limitation on the amount the rate may change; and (vi) the effect(s) of an increase. Please consult the Summary of Credit Terms, in conjunction with this Agreement, for important information about the rates applicable to the Account.

RATE INCREASES DUE TO TRIGGERING EVENTS: We may increase any or all of your Introductory or Special Offer Annual Percentage Rates, as permitted by law, if one of these "Triggering Events" occurs: (1) you fail to make (or cause to be made) a minimum payment to us when due in connection with the Account or in connection with another credit card account established by MUFG Union Bank for the Company; (2) you make a transaction which causes the balance on the Account to exceed the Individual Credit Limit; (3) you make a transaction which causes the aggregate balances on all accounts subject to an Overall Credit Limit to exceed such Overall Credit Limit; (4) you make a payment to us that is dishonored, returned unpaid, or reversed by the paying institution for any reason; or (5) a Triggering Event occurs with respect to another credit card account established by MUFG Union Bank for the Company. If we increase your rates due to a Triggering Event, we may determine the amount of the increase based on how you have handled your credit card accounts with us and current and historical information regarding your credit in general. We will give you a notice of the increase. The highest rate that may apply because of a Triggering Event will be the Penalty Rate(s) shown on the Summary of Credit Terms. Rate increases may remain in effect indefinitely.

ACCRUAL OF INTEREST: Except as provided in "Grace Period" below, we will charge you interest on each of the Balance Categories from the date of each transaction or the first day of the billing cycle in which the transaction is added to the Account, whichever is later.

GRACE PERIOD: If (1) you pay your New Balance in full, as shown on your current billing statement, on or before the due date (which will be at least twenty-one (21) days from the closing date of the billing cycle) and (2) we received payment in full of your New Balance indicated on your previous billing statement by its due date or that New Balance was zero or a credit, interest charges will not be assessed on Purchases shown on your next billing statement. Payment in full is generally required to obtain the benefit of the grace period. We will, however, give you the benefit of the grace period for partial payments to

the extent required by law (please be aware, however, that this requirement only exists in limited circumstances). The grace period applies only to Purchases and if notified, Special Offers. It does not apply to Balance Transfers or Cash Advances. If you choose to transfer an existing balance from another credit card or to obtain a Cash Advance, the grace period is unavailable until the Balance Transfer or Cash Advance is paid in full.

INTEREST CHARGES: Interest charges will be calculated using daily periodic rates which correspond to certain Annual Percentage Rates. These rates may be different for Purchases, Balance Transfers, Cash Advances, and Special Offers.

- (A) If the Account was opened with an Introductory Rate(s), the rate(s) for the Account will be at the Introductory Rate(s) shown on the Summary of Credit Terms. The Introductory Rate(s) will continue in effect as shown on the Summary of Credit Terms.
- (B) After the Introductory Rate(s) expire (or if the Account does not have an Introductory Rate), the Preferred Rate(s) for the Account will be the rate(s) shown on the Summary of Credit Terms. Those Preferred Rates may be variable.

INTEREST CHARGES AND BALANCE CALCULATIONS: We use the Average Daily Balance (including new purchases) method to compute a portion of the interest charges on the Account. We calculate interest charges separately for each Balance Category.

- (A) To compute Billed Interest Charges:
 - (1) For each Balance Category, we multiply your Daily Balance (see below) by the applicable daily periodic rate (1/365th of the applicable APR) for each day of the billing cycle; then
 - (2) We add together all of the products calculated in (1) above.
- (B) To compute the Daily Balance for each Balance Category:

We figure the interest charge on the Account by applying the periodic rate to the "average daily balance" of the Account. To get the "average daily balance" we take the beginning balance of the Account each day, add any new transactions, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances 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 purposes of these computations, we may delay adding some fees to your Daily Balance (for example, some fees may not be added to your Daily Balance until the billing cycle after they are imposed). We may also subtract some payments or portions of some payments from your Daily Balance earlier than when they were actually received (for example, for grace period purposes, portions of some payments received in one billing cycle may be considered applied to your Purchase Balance Category or Special Offer Balance Category, as applicable, at the end of the prior billing cycle).

We add the amount calculated in accordance with (A) (1) above to the Daily Balance and this amount becomes the Beginning

Balance for the next day. On your billing statement, we will calculate an Average Daily Balance for each Balance Category by adding all your Daily Balances for that Balance Category and dividing that amount by the number of days in the billing cycle. If you multiply the Average Daily Balance for a Balance Category by its daily periodic rate and multiply the result by the number of days in the billing cycle, the total will equal the Billed Periodic Rate Finance Charges for that Balance Category, except for minor variations due to rounding.

Billed interest charges shall appear on your statement labeled as "Interest Charge" for each Balance Category. The Interest Charges for each Balance Category shall be totaled on your statement and listed as the "Total Interest". Cash advance, balance transfer, and foreign transaction fees, if any, will be listed under the "Fees" heading on your billing statement and all fees will be totaled to determine "Total Fees". This Agreement provides for daily compounding of finance charges and fees.

MINIMUM INTEREST CHARGE: If interest charges are billed in any billing cycle, the minimum billed interest charge will be as shown on the Summary of Credit Terms. We may allocate your minimum billed interest charge among your various Balance Categories in the manner that we select from time to time. The minimum billed interest charge will appear on your statement as the "Minimum Interest Charge" under the Fees heading.

BALANCE TRANSFERS: We may permit you to transfer balances from credit card accounts or other types of accounts with other financial institutions to the Account up to the amount of the credit limit we make available for balance transfers. If you request a balance transfer that exceeds the amount we make available for balance transfers, then we may either process a transfer for less than you requested or we may decline the entire request. Requests to transfer any balance you owe from any other MUFG Union Bank account or any of your accounts with any of our related companies is subject to our approval. We will charge you a Balance Transfer Fee for any balance transfer as shown on the accompanying Summary of Credit Terms. No grace period will apply when calculating finance charges for a balance transfer. 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. 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. You should not transfer any amount that is in dispute in order to preserve your dispute rights. You should continue to monitor the other accounts that you request to transfer balances from 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.

CASH ADVANCE FEES: A Cash Advance Fee will be imposed on cash advance transactions as shown on the Summary of Credit Terms. Cash Advance Fees will be added to your Cash Advances Balance Category.

CASH EQUIVALENT TRANSACTIONS: Cash Equivalent Transactions will be treated as cash advances and a Cash Advance Fee (as indicated on the Summary of Credit Terms) will be assessed for each Cash Equivalent Transaction. Cash Equivalent Transactions are those transactions performed using a merchant or service provider that the applicable payment network identifies as a seller of travelers checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services. These transactions are also treated as cash advances for all other purposes on the Account. Cash Advance Fees for Cash Equivalent Transactions will be added to your Cash Advances Balance Category.

FOREIGN TRANSACTION FEE FINANCE CHARGE: A Foreign Transaction Fee may be assessed on all transactions made (i) in currencies other than United States Dollars; (ii) with a foreign merchant (whether in foreign currency or in United States Dollars); or (iii) outside the United States. The Foreign Transaction Fee will be equal to a certain percentage of the amount of each foreign transaction (after conversion to United States Dollars) as shown on the Summary of Credit Terms. These fees will be added to the Balance Category that we select (for example, the Balance Category in which the foreign transaction is posted).

TRANSACTIONS MADE IN FOREIGN CURRENCIES: Transactions made in currencies other than United States Dollars will be converted to United States Dollars under the then current regulations of VISA®, MasterCard® or the VISA®/ PLUS® ATM Network, or other applicable network. Those regulations currently provide that the conversion rate may be either (1) a wholesale market rate or (2) a government-mandated rate. VISA® and MasterCard® currently use the rate in effect on the date they process your transaction. The currency conversion rate in effect on the date your transaction is processed may differ from the rate in effect on the transaction date or the posting date. The VISA®/PLUS® ATM Network currently uses the rate in effect on the transaction date.

ANNUAL FEE: If the Account has an annual membership fee, it is shown on the accompanying Summary of Credit Terms and will be charged to the Account as a Purchase. If no annual fee is shown, then the Account has no annual fee.

OTHER FEES: We may charge additional fees as in effect from time to time as referenced below. The amount charged for these fees is shown in the Summary of Credit Terms unless otherwise indicated below.

Late Fee. For each minimum payment which is not received by the payment due date for any reason, we may charge you a late fee. A payment is considered not to have been received by the due date if a payment received before the due date is dishonored, returned unpaid, or reversed for any reason, and you do not subsequently make a good payment before the due date.

Returned Payment Fee. A returned payment fee may be assessed as indicated on the Summary of Credit Terms for (i) any payment on the Account which is dishonored or returned unpaid for any reason (including any payment returned because it is not signed, authorized or cannot be processed for any reason); (ii) any payment on an account which is reversed by the paying financial institution for any reason; or (iii) any Balance Transfer, Cash Advance, Special Offer check or similar instrument (including electronic form or otherwise) that is dishonored by us for any reason or for which we refuse to pay.

Stop Payment Fee. A Stop Payment Fee may be assessed for any stop payment order you request us to make. The amount of the Stop Payment Fee is not disclosed in the Summary of Credit Terms, but will be disclosed to you at the time that you place the stop payment order. Stop Payment Fees will be treated as Purchases and added to your Purchases Balance.

Copy Fees and Additional/Replacement Card Fees. We may charge you a fee for (i) each sales draft copy you request (unless the request is related to an actual billing error); (ii) each additional or replacement card requested; and (iii) for each copy of a billing statement that you request. The amounts of these fees are not disclosed in the Summary of Credit Terms, but will be disclosed to you at the time that you order the copy or additional/replacement card. Copy Fees and Additional/Replacement Card Fees will be treated as Purchases and will be added to your Purchases Balance.

Expedited Card Fees. We may charge you a fee for an expedited delivery of additional or replacement cards. The amount of this fee is not disclosed in the Summary of Credit Terms, but will be disclosed to you at the time that you request expedited delivery of additional or replacement cards. Expedited Card Fees will be treated as Purchases and will be added to your Purchases Balance.

Expedited Payment Fee. Subject to applicable law, we may charge you a fee for making an expedited payment to us which requires assistance from one of our customer service representatives. The amount of this fee is not disclosed in the Summary of Credit Terms, but will be disclosed to you at the time that you request expedited payment. Expedited Payment Fees will be treated as Purchases and will be added to your Purchases Balance.

ATM Surcharge. For all ATM transactions, a surcharge may be imposed by the ATM operator. This surcharge is imposed by third parties and will be charged to the Account. The amount of this fee is not listed in the Summary of Credit Terms, but will be disclosed to you by the ATM operator when conducting the ATM transaction.

REASONS FOR REQUIRING IMMEDIATE PAYMENT: Subject to applicable law and any right to cure that you may have under that law, we may require immediate payment of the entire Account balance if:

- (1) you use the Card or the Account, or any other credit card account which is established for you by MUFG Union Bank for business purposes, for personal, family, or household purposes;
 - (2) you do not make any minimum payment to us when due under either the Account or any other credit card account that MUFG Union Bank establishes for the Company;
 - (3) you exceed the Individual Credit Limit or Overall Credit Limit (or any separate limit established for cash advances or balance transfers) or you exceed any credit limit established in connection with another credit card account that MUFG Union Bank establishes for the Company;
 - (4) you make a payment to us that is dishonored for any reason;
 - (5) The Company dissolves or becomes insolvent;
 - (6) you give us or authorize a third party to give us false or misleading information;
 - (7) a petition is filed by or against the Company in any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt dissolution or liquidation proceeding;
 - (8) a receiver, liquidator or trustee is appointed for the Company or any of the Company's property, or the Company makes an assignment for the benefit of creditors;
 - (9) the Company is generally not paying or has announced that it will not pay its debts as they come due;
 - (10) a breach occurs under any note, loan agreement, or other obligation for borrowed money to which you are a party;
 - (11) a material adverse change occurs in the Company's financial, business or other condition;
 - (12) you violate this Agreement or any other agreement you make with us;
- OR
- (13) if we have reason to doubt the Company's ability to repay us.

Our acceptance of a payment after one or more of the preceding events does not waive our right to require immediate payment of the entire Account balance.

TERMINATION OR SUSPENSION OF CREDIT PRIVILEGES:

We may at any time, with or without cause and without advance notice, terminate this Agreement and/or temporarily or permanently suspend your credit privileges. This includes, but is not limited to, situations where you have violated this Agreement or where we have reason to doubt your creditworthiness (for example, if you pay us with insufficient funds checks on more than an occasional basis). Your obligations under this Agreement continue after your rights to obtain credit have been terminated or suspended.

OUR RIGHTS: Our failure to exercise, or our delay in exercising, any of our rights under the Agreement for any reason will not mean we are unable to exercise those rights later. We may, from time to time on a consistent or inconsistent basis, take

(or refrain from taking) certain actions that benefit you but that are not required by this Agreement or applicable law. Any such course of dealing or course of performance shall not be considered to add to our legal obligations to you under this Agreement. We may discontinue any such course of dealing or course of performance at any time without prior written notice.

IMPORTANT NOTICE REGARDING CHANGES IN TERMS:

Subject to applicable law, we may unilaterally change the Annual Percentage Rates, fees and other terms of this Agreement at any time, including after the Account is closed (and regardless of the reason you or we closed the Account). This includes modifications, deletions, and the addition of new provisions, including nonfinancial provisions (for example, we may add provisions relating to our enforcement rights or the resolution of claims and disputes). If we make changes, we will send you all notices required by law. Unless we explain otherwise in a change in terms notice you receive, the following rules will apply: (1) changes will be automatically effective on the date we specify and without the necessity of any further assent on your part; and (2) use of the Account is not necessary for a change in terms to be effective (but we may consider your use as confirmation that you agree to all announced changes); and (3) if you disagree with a change you should pay off your balance and, if the Account is still open, stop using the Account.

CHECKS THAT ACCESS YOUR ACCOUNT:

Any checks or similar instruments (including electronic form or otherwise) that we provide to you or issue on your behalf will be treated as cash advance transactions, unless we indicate otherwise (for example, we may indicate that certain special offer checks used to make balance transfers will be treated as Purchases). To stop payment on a check or similar instrument (including electronic form or otherwise), you must notify us of the number and amount of the check or similar instrument before we receive it (we need not stop payment on checks or similar instruments that we issue on your behalf). We may pay postdated checks or similar instruments (including electronic form or otherwise) unless you follow the procedure for stop payments. Checks or similar instruments (including electronic form or otherwise) that we provide to you may not be used to make payments on any account you have with us.

CARDMEMBER BENEFITS AND REWARDS:

Cardmember benefits and rewards are subject to change or termination without notice. Cardmember benefits and rewards may be provided by third parties; we are not liable for such benefits or rewards or for the actions or omissions of those third parties.

COMMUNICATIONS WITH YOU AND OTHERS:

We may call (using live operators, automatic dialing devices, or recorded messages) or e-mail you at home or work and those calls or e-mails will not be considered unsolicited. If you provided a cell phone number to us on the application for the Account, you agreed that we may contact you (including for collection purposes) at that cell phone number. Subject to applicable law, we may monitor or record any calls we make or receive. If you

provide us with an e-mail address, either on the application or to a representative or if you send us an e-mail, you agree that we may contact you (including for collection purposes) at that e-mail address. We may report information about the Account to credit bureaus. Late payments, missed payments, or other defaults on the Account may be reflected in your credit report. We may make inquiries of third parties in connection with maintaining and collecting the Account, and you authorize such third parties to release information about you to us. You agree to notify us of any change in your mailing address at least ten (10) days before such change. If mailed, notices to you shall be considered given when we include the notice on or with your billing statement or when we deposit the notice in the U.S. mail addressed to the most recent address we have for you.

TRANSFERS OF THE ACCOUNT: We may transfer all or part of the Account balance, along with our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your rights or obligations under this Agreement.

GOVERNING LAW: This Agreement (including restrictions on interest) shall be governed by Federal law and to the extent state law applies, Washington law, regardless of conflict of law principles. If there is any conflict between any of the terms and conditions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with applicable law. Where this Agreement provides that we may exercise discretion in taking certain actions, those provisions are not intended to authorize us to take actions that are contrary to applicable law. We have additional obligations under applicable law. We are not excused from complying with those obligations simply because they are not detailed in this Agreement.

ENTIRE AGREEMENT AND SEVERABILITY: This Agreement, as modified by any change in terms we may provide, supersedes any prior communications between you and us. Any invalid or unenforceable provision of this Agreement will not affect whether any other provision is valid or enforceable.

SECTION HEADINGS: The section headings in this Agreement are provided only for your and our convenience. The section headings do not define or describe the entire scope or intent or any portion of this Agreement.

ARBITRATION: PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or other dispute between us concerning this Agreement (each, a "Claim"), including all questions of law or fact relating thereto:

Option to Arbitrate. Either you or we may elect in writing, without the consent of the other, to arbitrate all Claims covered by this provision. This provision will be broadly interpreted in accordance with the following paragraphs.

Claims Covered. Claims subject to arbitration hereunder shall include all of the following:

- Claims arising out of or related to this Agreement, or any prior or later versions of this Agreement
- Claims that relate to the construction, scope, applicability, or enforceability of this provision
- Claims that arose before we entered into this Agreement or any other agreement or relationship between us that is governed by this Agreement (including, but not limited to, Claims relating to advertising)
- Claims that may arise after the termination of this Agreement or any other agreement or relationship between us that is governed by this Agreement
- Claims asserted by or against your or our respective subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs, and/or successors and assigns

Claims Not Covered. Claims subject to arbitration hereunder shall not include the following:

- Any Claim made in any proceeding that you commence in small claims court, so long as it remains in that court
- Any Claim set forth in any complaint or other communication that you may file with or send to a federal, state, or local administrative agency, such as the Office of the Comptroller of the Currency or the Consumer Financial Protection Bureau, unless such agency asserts jurisdiction over the claim, and independently determines the rights of the parties
- Any Claim arising out of the exercise by either of us of any self-help remedy, including any offset, account hold or freeze, or repossession
- Any Claim arising out of or related to an obligation secured by an interest in real property

Arbitration Procedure. You and we agree to the following procedures in arbitrating any covered Claim:

- The party initiating arbitration may choose between arbitration administered by one of the following:
 - The American Arbitration Administration ("AAA") under the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, except as modified by this Agreement. AAA's rules may be obtained from www.adr.org or 1-800-778-7879 (toll free).
 - JAMS/Endispute ("JAMS") under JAMS' Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS' Consumer Minimum Standards, except as modified by this Agreement. JAMS' Class Action Procedures shall not apply. JAMS' rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll free).
- Except in the case of a new arbitration by a 3-arbitrator panel, as provided for below, the arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA's or JAMS' rules, as applicable.

- The arbitrator will take reasonable steps to protect customer account information and other confidential information.
- The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including statutes of limitation and evidentiary privileges. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.
- If the arbitrator's award for a claimant is \$0 or against the non-claimant is greater than \$100,000 or includes an award of injunctive relief against either party, then that party may request a new arbitration by a 3-arbitrator panel in accordance with AAA's or JAMS' rules, in which case each reference in this provision to the arbitrator shall mean such 3-arbitrator panel.
- Arbitration shall be commenced in the state in which your account is located. Any arbitration hearing shall be conducted in the county in which your account is located, unless you and we agree to another location.
- If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.
- YOU AND WE AGREE THAT ANY CLAIM MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR OTHER REPRESENTATIVE ACTION. The arbitrator may not consolidate more than 1 person's Claims, and may not otherwise preside over any form of a class or other representative action. If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void, and all Claims shall be determined in accordance with the provision of this Agreement entitled Resolution of Non-Arbitrable Claims.
- At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
- The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

Arbitration Costs. Unless the applicable arbitration rules are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

Applicable Law; Severance. This Agreement evidences transactions in interstate commerce. The Federal Arbitration Act governs the interpretation and enforcement of this provision. Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

Resolution of Non-Arbitrable Claims. To the maximum extent permitted by law, you and the Bank intentionally and deliberately waive the right to a trial by jury to resolve all Claims that are not arbitrable under this Agreement, including all questions of law or fact relating thereto.

If the waiver of jury trial set forth above is not enforceable for any reason: Then the parties hereto agree that all Claims that are not arbitrable under this Agreement, including all questions of law or fact relating thereto, shall, at the written request of any party, be determined by judicial reference pursuant to the applicable state statutes. The parties acknowledge that in such event, a jury will not decide such Claims. The parties shall select a single neutral referee, who shall be a retired state or federal judge (the "Referee"). In the event that the parties cannot agree upon a Referee, the court shall appoint the Referee. The Referee shall report a statement of decision to the court. Nothing in this provision shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The parties shall bear the fees and expenses of the Referee equally, unless the Referee orders otherwise. The Referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this provision.