CREDIT CARD AGREEMENT & DISCLOSURE STATEMENT

This Agreement applies to the VISA and/or Mastercard credit Card and Credit Devices issued to you by TIB, National Association, Georgia Branch, although the name on your Card may be that of a different financial institution. Any Card or Credit Device issued to you by us remains our property and must be returned to us or to anyone we designate, upon request. Retaining, signing or using, or permitting others to use, the Card or Credit Device shall constitute the equivalent of signing this Agreement and such retaining, signing or using means you agree to be bound by the terms of this Agreement. The Application you submitted for the Account is hereby incorporated into and made a part of this Agreement. This Agreement begins on the earlier of (i) the date you sign or otherwise submit an Application that is approved by us or (ii) the first date you or someone authorized by you uses the Account in a transaction that we approve (in NY, the first date you or someone authorized by you signs a sales slip or memorandum or the first date that another document is issued to you or someone authorized by you as evidence of a transaction on the Account that we approve).

Definitions. In addition to other terms that may be defined in this Agreement, the following terms when used in this Agreement have the following definitions:

1. *"Account"* means the open-end revolving credit account established pursuant to your Application and this Agreement to which charges are posted based on use of a Card, information from a Card, Credit Device, or any other device or procedure by which the Account may be accessed in the future.

2. *"Agreement"* means this Credit Card Agreement plus the Disclosure Statement, which is contained in the same envelope as, and folded together with, this Credit Card Agreement and which provides information on the periodic rate, the Annual Percentage Rate (APR), the Interest Charge and balance on which it is determined, any Other Charges, cash advance fees, balance transfer fees, and any grace period applicable to the Account. The Disclosure Statement is incorporated herein by reference as if repeated verbatim herein. If any provision of this Credit Card Agreement is inconsistent with any provision of the Disclosure Statement, the provision of the Disclosure Statement controls.

3. *"Application"* means the application for credit you completed and returned to the Sponsoring Bank to request that we extend credit to you under the Account.

4. *"Authorized User"* means any person you permit to use the Account or who has apparent authority to use the Account.

5. *"Card"* means the VISA and/or Mastercard credit card(s) issued to you by us, and any future credit card(s) issued to you in connection with the Account. If you applied for more than one type of Card, this Agreement is a separate Agreement for each Card.

6. *"Cash Advance"* means the amount requested by you and advanced to you by any method approved by us according to the terms of this Agreement in cash or cash equivalent items (including, but not limited to, money orders, travelers checks, lottery tickets, casino chips, vouchers redeemable for cash, or racetrack wagers).

7. *"Cash Advance Limit"* means (i) ten percent (10%) of the Credit Limit for business use accounts.

8. *"Credit Device"* means any device such as a blank check, payee-designated check, "convenience" or "special" check, blank draft or other order, or any other device or item which may, at our discretion and pursuant to procedures we may adopt from time to time, be issued by us to you to access the Account.

9. *"Credit Limit"* means the total dollar amount of the Account which we approved and which you may borrow against according to the terms of this Agreement.

10. *"Index"* means the Prime Rate (the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks) published in the *Wall Street Journal* on the 25th day of each month or the business day preceding the 25th day if that day falls on a weekend or a holiday recognized by the Board of Governors of the Federal Reserve System. Changes in the Index will take effect beginning with the first billing cycle in the month following a change in the Index. Increases or decreases in the Index will cause the APR and periodic rate to fluctuate, resulting in increased or decreased Interest Charges on the Account.

11. *"Other Charges"* means the charges listed in the section of this Agreement with such caption.

12. *"We," "us,"* and *"our"* mean TIB, National Association, Georgia Branch, 1550 N. Brown Road, Suite 150, Lawrenceville, Georgia 30043.

12. *"You"* and *"your"* refer to each person who signed an application for the Account, each person who signs or uses the Card or a Credit Device, and any Authorized User.

Purchases, Cash Advances and Balance Transfers; Cash Advance Limit. You request and authorize us to extend credit to you under the Account as follows: (1) goods and services may be purchased or leased by use of the Card from any seller or vendor who honors the Card ("Purchases"); (2) "Cash Advances" may be obtained up to, but not in excess of, the Cash Advance Limit (a) when you complete a written request on a form furnished to you by us or any other financial institution we approve; (b) using the Card at any automatic teller machine which accepts the Card; or (c) using a Credit Device to pay for Purchases or, when allowed, to receive cash. (3) "Balance Transfers" may be obtained when you complete a request. We are not responsible for any person or entity refusing to accept the Card or any Credit Device for Purchases or Cash Advances.

Promise to Pay. You promise to pay us for all Purchases made by you and for all Cash Advances and Balance Transfers received by you except as limited in this Agreement regarding your liability for unauthorized use of a Card or Credit Device. You shall be jointly and severally liable for all amounts due from you under this Agreement for Purchases, Cash Advances, Balance Transfers, Interest Charges, and Other Charges.

Special Checks. If Special Checks are issued from time to time for use with your Account, you may obtain what is deemed to be a Cash Advance under the Account by writing a check. Each Special Check must be in a form we have issued to you and must be imprinted with your name and the Account number. Special Checks may be used only by a person whose name is printed on the Check and must be completed and signed in the same way as a regular personal check. You agree not to use your Special Checks to purchase or carry securities or to pay amounts you owe us under this Agreement. We are not obligated to pay a Special Check (a) if your resulting Account balance would exceed the Credit Limit, (b) if the Check is dated more than 6 months before it was presented to us for payment, (c) if a Special Check or Card has been reported lost or stolen, (d) if you are in default under this Agreement or a loan agreement with another lender, (e) if you or we have terminated your ability to receive further credit under this Agreement, (f) if you are insolvent, or (g) if your Card has expired. The amount of each Special Check paid by us, even if we are not obligated to pay it, will be a Cash Advance. Checks paid by us will not be returned to you with your monthly billing statement, but information about them will appear on such statement. You agree you will promptly review your monthly billing statement to discover any unauthorized or altered Special Checks. You cannot put a stop-payment order on a Special Check.

Refunds and Adjustments. Any refund, adjustment, or credit allowed by any seller or other person or entity shall not be by cash but rather by a credit to the Account appearing on your monthly billing statement.

Monthly Billing Statements. Each month we will send you a monthly billing statement reflecting all Purchases, Cash Advances, Balance Transfers, Interest Charges and Other Charges pursuant to this Agreement for the prior monthly period. Such statements shall be deemed correct and accepted by you unless you notify us to the contrary in writing within 60 days of our mailing such statement to you.

Payments on the Account. Your payment under the Account must be made on or before the "Payment Due Date" reflected on your monthly billing statement. Your payment must be either the full amount billed or, at your option, an installment equal to at least the required "Minimum Payment Due" stated on the billing statement. The minimum payment will equal the "New Balance" shown on your statement if that amount is less than $25. If the New Balance exceeds $25, the minimum payment will equal the greater of 3% of the New Balance or $25, plus the entire portion of the New Balance in excess of your Credit Limit, plus any amount past due.

Payments must be made in U.S. dollars drawn on a U.S. bank. Transactions in foreign currencies will be converted to U.S. dollars at the exchange rate used at the time of the conversion. The conversion may occur after the transaction date and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. You agree to pay the converted amount to us in U.S. dollars, plus any charge for the conversion or processing that may be imposed.

All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address. If payment is made at any location other than the designated address, credit for such payment may be delayed for up to 5 days. As allowed by law, we may accept payments marked "payment in full" (or words of similar intent) without losing any of our rights to collect the full balance due under the Account and this Agreement. We will apply your payments to the unpaid balance of the Account in the order and manner we decide, in our sole discretion.

Late Payments and Increase in Rate. If you allow your Account to become 60 days past due, we may increase your APR on all balances to a higher rate equal to the Index plus a margin of 15.99% up to a maximum of 21%. This means if you fail to at least pay your required minimum monthly payment for the periods stated above, your APR may increase; however, if your Rate is increased, your Account may become eligible for a lower APR if you make timely payments for three consecutive months.

Payment Holidays. At our option we may permit you from time to time to skip making the Minimum Payment Due for a specified billing cycle (referred to as a "payment holiday"). Even if you accept such a payment holiday, we will continue to assess Interest Charges on the unpaid balance of the Account as disclosed in the Insert. Any payment holiday we permit will not affect the terms of this Agreement. The terms of this Agreement remain in force regardless of whether you accept a payment holiday.

Credit Limit; Cash Advance Limit. You agree not to use or permit others to use the Card, information from the Card, or a Credit Device if such use would cause either (i) the balance of the Account to exceed the Credit Limit we set from time to time or (ii) the balance of the outstanding Cash Advances to exceed the Cash Advance Limit applicable to such Credit Limit. The initial Credit Limit for the Account is shown on the material accompanying the Card before the Account is used and will also be disclosed on each monthly billing statement for the Account. We may, at our option, extend credit under the Account which exceeds the Credit Limit or the Cash Advance Limit. If we do, you agree to immediately pay the excess which we advanced to you over either of the applicable limits. We are not obligated to allow any Purchase, Cash Advance or Balance Transfer which will exceed your Credit Limit or Cash Advance Limit, and if we do, we are not obligated to do so at a later time. You agree we may change your Credit Limit (which will automatically also change your Cash Advance Limit) or cancel the Account if you exceed the Credit Limit or the Cash Advance Limit.

Transactions Made in Foreign Currencies. If a transaction is made in a foreign currency, we and Mastercard International or VISA International, depending on which card is used, will convert the transaction into a U.S. dollar amount. Mastercard and VISA will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use, to determine the transaction amount in U.S. dollar, is either (a) a wholesale market rate, or (b) a government-mandated rate in effect one day prior to the processing date. Mastercard and VISA increase this conversion rate by one percent (1%) and keep this increase as compensation for performing the currency conversion service. We will charge you two percent (2%) of the U.S. dollar amount of the transaction converted from a foreign currency. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Other Charges. You agree we may assess, in addition to the Interest Charge, the Other Charges below which charges will be earned when assessed and are not subject to refund or rebate. The following fees may be added, as applicable, to the Account and treated as a Purchase as indicated on the Insert:

1. *Annual Fee.* A non-refundable annual membership fee may be charged to the Account during the month following issuance or re-issuance of the Card and will be posted annually on the anniversary date of the opening of the Account. The annual membership fee is not refundable even if the Account is closed for any reason by either you or us, and the fee is a condition of maintaining the Account whether or not you use the Account by making Purchases or receiving Cash Advances.

2. *Late Fee.* If the minimum required payment is not received by the Payment Due Date for that billing cycle, we may assess a $25 late charge on the Account.

3. *Returned Payment Fee.* We will charge you $25 for each return by a bank or other depository institution of a dishonored check, negotiable order of withdrawal or share draft issued by you to us in connection with the Account. This fee will be in addition to all other Interest Charges and Other Charges we may collect from you and is not subject to refund or rebate.

4. *Cash Advance Fee.* If you request a Cash Advance, in addition to the Interest Charge which will accrue on the Cash Advance, you agree to pay a fee of three percent (3%) of the amount of the Cash Advance subject to a minimum fee of $10.00.

5. *Balance Transfer Fee.* If you request a Balance Transfer, in addition to the Interest Charge which will accrue on the balance transfer, you agree to pay a fee of three percent (3%) of the amount of the Balance Transfer subject to a minimum fee of $10.00

6. *Pay-by-Phone.* If you request an agent assisted payment be made to your Account through an electronic funds transfer, you agree to pay a fee of $10 in addition to the amount of the payment.

7. *International Transactions Fee.* Two percent (2%) of the U.S. dollar amount of the transaction converted from a foreign currency.

8. *Supplemental Convenience Requests.* If you request supplemental copies of billing statements, you will be charged $5 for each. We will not assess you this fee if you request a billing statement for a billing error/inquiry that you may assert against us under applicable law. If you request expedited delivery of a Card, you will be charged $25. If you make any other Supplemental Convenience Requests, you agree to pay our reasonable charges for such request in effect at that time.

Termination; Default. We may reduce the Credit Limit or terminate your ability to receive further credit under this Agreement at any time without notice. You may terminate your ability to receive further credit under this Agreement by giving us notice of termination and returning to us all Cards and Credit Devices. Termination by you will be effective on the date we receive written notice from you along with the Cards and Credit Devices (unless they are lost or stolen, in which case you agree to sign an affidavit to that effect and stating that no credit received after the date of loss or theft was authorized by you).

You will be in default under this Agreement if any of the following events occur: (1) you fail to make the required payment when due; (2) you fail to perform or abide by any of your agreements or obligations under this Agreement or any other loan agreement you have with us; (3) you become insolvent (meaning your liabilities exceed your assets or you are unable to pay your debts as they become due); (4) any action is taken by or against you under any bankruptcy or insolvency laws; (5) any attachment or garnishment proceedings are initiated against you; (6) you die or are declared incompetent; (7) we, in good faith, believe the prospect of your payment or performance under this Agreement is impaired; or (8) you fail or refuse to provide current financial information to us when we request it.

On any termination or default, regardless of any unused credit you may have under the Account, all amounts you owe under the Account and this Agreement will become immediately due and payable in full. You must also return to us all Cards and Credit Devices issued to you in connection with the Account. Termination or default shall not release you from any obligation you have incurred under this Agreement. After termination or default, your obligations and our rights under this Agreement shall remain effective until the entire outstanding balance of the Account is paid in full.

Attorneys Fees and Costs. To the extent permitted by law, you agree to pay our attorneys fees and other costs we incur if you are in default and we hire an attorney who is not our salaried employee to collect amounts you owe under the Account and this Agreement. Amounts you owe for attorneys' fees will be added to the outstanding balance of the Account as a Purchase whether or not your right to receive credit has terminated or you are in default.

Amendment to this Agreement. This Agreement, and the terms of the Account, may be amended by us if we send you written notice of the amendment prior to its effective date as required by law. As of the amendment's effective date, the change in terms will apply to the entire outstanding balance of the Account as well as Purchases made and Cash Advances and Balance Transfers received after the effective date of the amendment. If you do not agree to the amendment, your only option is termination under this Agreement.

Venue and Jurisdiction of Lawsuits. The parties agree, consent and contract that the venue and jurisdiction of any lawsuit brought by TIB, National Association to enforce this agreement or collect any sum or sums of money due and owing under this agreement shall be in Dallas County, Texas or any county contiguous to Dallas County, Texas.

The parties further agree that any action or cross action brought by a cardholder against TIB, National Association regarding this contractual agreement shall be brought in Dallas County, Texas or any county contiguous to Dallas County, Texas.

Governing Law; Severability. You agree that your obligations under this Agreement represented by charges to the Account are contracted for and become binding when the sales drafts, credit card slips, or other Credit Devices are accepted by us and we cause the holders of the same to be paid. You agree that these events occur in Georgia. This Agreement is subject to federal law and, to the extent not preempted by federal law, the laws of the State of Georgia (except to the extent that this Agreement can and does vary from such rules or laws), without regard to conflict of laws principals. If any provision of this Agreement conflicts with the law, you agree the provision will be viewed as if it was amended to comply with the law. If that is not possible, then only the provision that conflicts with the law will be deleted. The remaining provisions of this Agreement will remain effective.

Credit Reports. You agree that we may obtain consumer credit reports from one or more credit reporting agencies or others in connection with opening or maintaining the Account, increasing the Credit Limit under the Account, or making any extension of credit to you under the Account. We may also ask you for additional information in connection with the Account and request credit reports to verify your current credit standing. You agree that we may release information to others, such as credit reporting agencies, regarding the status and history of the Account. However, we are not obligated to release any such information unless required by law.

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you believe that we have furnished any inaccurate information relating to your Account to any consumer-reporting agency, you may notify us by phone or mail at 1-800-367-7576; Card Service Center, PO Box 569120, Dallas, TX 75356. To help us respond to your notification, include your account number, Social Security Number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer-reporting agency directly at the appropriate address and toll-free number: Equifax, P.O. Box 740241, Atlanta, GA 30374, 800.685.1111; Trans Union, P.O. Box 1000, Chester, PA 19022, 800-916-8800; or Experian, P.O. Box 2002, Allen, TX 75013, 888.397.3742.

Change in Marital Status. A change in marital status between any of you will not affect the individual liability of any of you under this Agreement. Your liability for debt incurred after a change in status does not end until all Cards and Credit Devices are returned to us, even if you give us notice of the change in status and notice that further use by any person is unauthorized.

Notices. Notices given under this Agreement or relating to the Account will be effective only if given in writing to us at TIB, National Association, P.O Box 569120, Dallas, Texas 75356-9120, and to you at your last address shown on our records. You agree to notify us immediately if your address changes from that shown on the application you submitted in connection with opening the Account.

Liability for Unauthorized Use. If any Card is lost or stolen or otherwise may be used without your permission (express or implied), you must immediately notify us orally or in writing at the following phone number or address: 1-800-367-7576 or at TIB, National Association, P.O Box 569120, Dallas, Texas 75356-9120. If unauthorized use of a Card occurs before you notify us of the loss, theft or unauthorized use, you may be liable up to a maximum amount of $50. If unauthorized use of a Credit Device occurs, you may be liable for all of the unauthorized use.

State Law Disclosures. CA Residents**:** Interest is compounded on unpaid Interest Charges on Purchases, Cash Advances and Balance Transfers. MD Residents: You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your Account. NJ Residents**:** Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to do if you find a mistake on your statement.

If you think there is an error on your statement, write to us at TIB, National Association, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043 as soon as possible.

In your letter, give us the following information:

* Account information: Your name and Account number.
* Dollar amount: The dollar amount of the suspected error.
* Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement and at least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What will happen after we receive your letter.

When we receive you letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error, we cannot try to collect the amount in question, or report you as delinquent on the amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. While you do not have to pay the amount in question, you are responsible for the remainder of your balance. We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

1. If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
2. If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your rights if you are dissatisfied with your credit card purchases.

If you are dissatisfied with the goods or services that you have purchased with your Credit Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at TIB, National Association, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Disclosure Statement

The Credit Card Agreement & this Disclosure Statement constitute the Agreement for the Account.

	Business No Fee Card
Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**17.74%** This APR will vary with the market based on the Prime Rate. [a]
APR for Balance Transfers and Cash Advances	**17.74%** This APR will vary with the market based on the Prime Rate. [a]
Penalty APR and When it Applies	**21.00%** - This APR will vary with the market based on the Prime Rate. [b] This APR may be applied if you allow your Account to become 60 days past due. **How Long Will the Penalty Apply?** If your APR is increased for the reason stated above, the Penalty APR will apply until you make three consecutive minimum payments when due.
Paying Interest	Your due date is at least 25 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.
For Credit Card Tips from the Consumer Financial Protection Bureau	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 **http://www.consumerfinance.gov/learnmore/**.

Fees	
Annual Fee	**None**
Transaction Fees:	
Balance Transfer and Cash Advance	Either **$10** or **3%** of the amount of each balance transfer or cash advance, whichever is greater.
International Transaction	**2%** of each transaction in U.S. dollars.
Penalty Fees:	
Late Payment	Up to **$25**
Returned Payment	Up to **$25**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the account agreement that will be provided to you before you begin using your new card.

Prime Rate: The APR will vary based on changes in the Index the Prime Rate (the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks) published in the *Wall Street Journal*. The Index will be adjusted on the 25th day of each month or the business day preceding the 25th day if that day falls on a weekend or a holiday recognized by the Board of Governors of the Federal Reserve System. Changes in the Index will take effect beginning with the first billing cycle in the Month following a change in the Index. Increases or decreases in the Index will cause the APR and regular periodic rate to fluctuate, resulting in increased or decreased Interest Charges on the Account. As of August 25, 2026, the Index was 6.75%.

[a] We add 10.99% to the Prime Rate to determine the APR for Purchases, Balance Transfers, and Cash Advances. The Account will never have an APR over 21%.

[b] We add 15.99% to the Prime Rate to determine the Penalty APR. The Account will never have an APR over 21%.

The issuer and administrator of the credit card program is TIB, National Association. The information about the cost of the Card described in this table is accurate as of September 1, 2026. This information may change after that date. To find out what may have changed, call us at 800-367-7576 or write TIB, National Association, P.O. Box 569120, Dallas, Texas 75356-9120.