

TRUSTMARK NATIONAL BANK BUSINESS CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

This Agreement contains the terms that govern the use of your Visa Business Card Account and outlines both your responsibilities and ours. Please read it in its entirety and keep it for your reference. The accompanying **Summary of Terms** is hereby incorporated into and made a part of this Agreement. In addition, the application, acceptance certificate or other request you signed or otherwise submitted for this Account (the "Application"), your Card and the Card Carrier that we send with your Card, and your signature (including any electronic or digital signature) on any Application, sales slip or other evidence of indebtedness on your Account, are 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 that we extend credit to you on your Account, as evidenced by a signed sales slip or memorandum, a Cash Advance transaction, or otherwise.

DEFINITIONS

To simplify this Agreement for you, the definitions listed below will apply throughout, both in this Agreement and in your monthly statement. In addition, the words *you*, *your*, and *yours* refer to the Cardholder(s) who holds the Card and is responsible for the Account. The words *we*, *us*, and *our* refer to Trustmark National Bank, Jackson, Mississippi.

Account: The credit card account for which you were issued a Card imprinted with your Account number, that is subject to all terms and conditions of this Agreement.

Account Year: The 12-month period (consisting of 12 Billing Cycles) commencing with the first Billing Cycle that begins when the Account is opened and each successive 12-month period thereafter.

ATM: Automated Teller Machine.

Billing Cycle: The time interval covered by a monthly statement. Each Billing Cycle is approximately 30 days in length.

Card: Any Visa Business credit card issued by us which you may use to obtain cash, make Purchases, or lease goods or services on credit. Use of your Account number to obtain credit will be considered a use of the Card.

Card Carrier: The carrier that contains your Card.

Cardholder: The entity or person to whom a Card is issued, or who has agreed to pay obligations arising from a Card issued to another person.

Cash Advance: Credit extended to you in the form of a cash loan through any financial institution honoring the Card either presented directly or through any other credit instrument, device, overdraft coverage plan or ATM that we make available to you.

Closing Date: The date of the last day of a Billing Cycle.

Credit Line: The maximum amount of credit available to you on your Account.

Margin: The amount added to the Prime Rate in the calculation of a variable Monthly Periodic Rate. "Prime Rate" is defined below in this Agreement under "Regular Monthly Periodic Rates."

New Balance: The total outstanding Account balance on the Closing Date specified on your monthly statement.

Previous Balance: The balance of your Account at the beginning of a Billing Cycle. This will be the same as the "New Balance" shown on your previous bill.

Purchase: Any extension of credit to your Account for the purpose of purchasing or leasing goods or services from participating establishments.

User: Any person authorized by you to obtain credit under your Account.

USING YOUR CREDIT CARD

Purchases or Cash Advances

You may use your Card or Checks to purchase or lease goods or services from participating establishments. You may also use your Card to obtain Cash Advances from your Account at an ATM, or by presenting it to us, or to any institution that accepts the Card for that purpose.

You will owe us for these amounts, plus any applicable **FINANCE CHARGES** and other applicable charges or fees, payable in U.S. dollars.

Your Credit Line

You may not use your Account in any way that would cause you to go over your Credit Line. We may refuse to authorize or accept any transaction on your Account if your outstanding Account balance exceeds your Credit Line or if the transaction (if authorized) would cause you to exceed your Credit Line or if your Account is delinquent. We may in our discretion from time to time, but are under no obligation to do so, allow you to make a Purchase or Cash Advance transaction that causes you to exceed your Credit Line. If we do allow you to exceed your Credit Line at any time, you must repay the excess amount according to the terms of this Agreement and we are not obligated to allow you to exceed your Credit Line at any other time in the future. We may change your Credit Line amount at any time and will notify you accordingly if we do so.

MAKING PAYMENTS

Monthly Statements

We will send a statement at the end of each monthly Billing Cycle if there is a debit or credit balance on your account of \$1 or more, a balance on which a **FINANCE CHARGE** has been imposed or as otherwise required by applicable law. You agree to pay us, or any party to whom we may transfer and assign your Account, in U.S. dollars according to all terms and conditions of this Agreement.

Minimum Payment

You agree to repay us for all Cash Advances (plus **FINANCE CHARGES**) and for Purchases within one (1) month after the Closing Date of the statement where they first appeared. You have the option of deferring full payment and repaying us in monthly intervals. If you choose the option of paying us in monthly intervals, you agree to pay us a minimum of \$10.00 or 3% of the New Balance of your Account, whichever is greater. In addition, if you agree to pay us in monthly intervals, you agree to pay **FINANCE CHARGES** on Purchases. Your Minimum Payment will also include any amount by which the New Balance exceeds your Credit Line.

You may, at any time, pay more than the Minimum Payment without incurring any additional charge for prepayment.

Payments received by 8:00 am Central Time at the "remit to" address on the front of your Monthly Statement will be credited on the business day (Monday through Friday) received. Any payment received after such time will be credited the next business day. Payments received at other locations are subject to delay in crediting of up to five (5) days.

Application of Payments

We reserve the right to apply payments to your Account, in any manner we choose at our sole discretion, in accordance with applicable law.

Security Interest

If we now or in the future, hold any title, pledge or security interest in any of your property other than your principal residence, it may be that the terms of the instrument creating such title, pledge or security interest will also secure your obligations on this Account.

HOW FINANCE CHARGES ARE DETERMINED

Your **FINANCE CHARGE** for any Billing Cycle will include periodic **FINANCE CHARGE** amounts computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under "Computing the Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATE (APR)**" and in the accompanying Summary of Terms, to (i) your Average Daily Balance of Cash Advances (including new Cash Advances), and (ii) (except when you are entitled to the grace period on Purchases described below) your Average Daily Balance of Purchases (including new Purchases), except that if there is a periodic **FINANCE CHARGE** so computed for Purchases or Cash Advances that is less than any applicable Minimum **FINANCE CHARGE** shown on the accompanying Summary of Terms, then that Minimum **FINANCE CHARGE** will instead be imposed.

When FINANCE CHARGES Begin to Accrue

Subject to any grace period, **FINANCE CHARGES** on Purchases will be imposed at the applicable Monthly Periodic Rates from the date each Purchase is made and will continue to accrue on unpaid balances as long as they remain unpaid. You will have at least a one month grace period to repay the New Balance (if any) shown on your statement for any Billing Cycle to avoid incurring an additional **FINANCE CHARGE** on Purchases. No **FINANCE CHARGE** on Purchases will be imposed for any Billing Cycle in which the Previous Balance is zero or a credit balance, or is paid in full by the Payment Due Date shown on the statement for the previous Billing Cycle. **FINANCE CHARGES** on Cash Advances will be imposed at the applicable Monthly Periodic Rates from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as it remains unpaid. There is no time period within which to pay to avoid **FINANCE CHARGES** on Cash Advances.

Calculating the Balance Subject to FINANCE CHARGES

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, add any new Cash Advances as of the date of transaction and subtract the applicable portion of any payments and credits as of the date of posting. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Average Daily Balance of Purchases (including new Purchases): The balance calculation method for Purchases is the Average Daily Balance (including new purchases). To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the date of posting. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Computing the Monthly Periodic Rates and corresponding ANNUAL PERCENTAGE RATE (APR)

Regular Terms

Special or Introductory Monthly Periodic Rates: Any special or introductory Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATE**, the type of average daily balances to which it applies if it does not apply to all your average daily balances, and the period for which it is applicable, are shown on the accompanying Summary of Terms. However, if we fail to receive your Minimum Payment by the Payment Due Date in any two consecutive Billing Cycles, then commencing on the first day of your next Billing Cycle any special or introductory Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATE** will be replaced by the applicable Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** determined as described below under "Regular Monthly Periodic Rates" and "Default Monthly Periodic Rate", and any special or introductory period that would otherwise have remained in effect will be deemed to have terminated early. Except during periods and with respect to balances for which such a special or introductory Monthly Periodic Rate is applicable, each Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Account will be determined as described below under "Regular Monthly Periodic Rates" and "Default Monthly Periodic Rate".

Regular Monthly Periodic Rates: One or more Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATES** apply to your Account, as shown in the accompanying Summary of Terms.

Purchases: The Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to Purchases may vary. The Regular Monthly Periodic Rate applied in any Billing Cycle to the Average Daily Balance of Purchases will be equal to 1/12 of the total of (i) the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the calendar month in which the Billing Cycle begins (or if not published that day, on the date of its next publication following that date), the "Prime Rate," and (ii) the Margin shown in the accompanying Summary of Terms. The Prime Rate utilized may not be the lowest rate offered in the market. The current Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** under the above formula are shown on the accompanying Summary of Terms. If the Prime Rate increases, the Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** under the above formula may increase. As a result, the **FINANCE CHARGE**, the Minimum Payment, and the number of payments may also increase. Any new Regular Monthly Periodic Rate will apply to your entire Average Daily Balance of Purchases, including both existing balances and new transactions, and determined as described above.

Cash Advances: The Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to Cash Advances is a fixed rate. The Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Average Daily Balance of Cash Advances is shown on the accompanying Summary of Terms.

Default Terms

Default Monthly Periodic Rate: Notwithstanding the above provisions relating to Special or Introductory Monthly Periodic Rates and Regular Monthly Periodic Rates, commencing on the first day of your first Billing Cycle following the occurrence of either of the Default Rate Conditions listed in the accompanying Summary of Terms, the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to each Average Daily Balance of your Account will be the fixed rate shown as the Default Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** on the accompanying Summary of Terms, but (with respect to each such balance) only if that Default Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** represent an increase over the Monthly Periodic

Rate and corresponding **ANNUAL PERCENTAGE RATE** that would otherwise then apply to such balance.

OTHER CHARGES

In addition to **FINANCE CHARGES**, a variety of fees and charges may be applied to your Account, as follows:

Annual Membership Fee

If there is an Annual Membership Fee for this Account it will be shown on the accompanying Summary of Terms. This fee will be assessed annually on the anniversary date of your Account.

Late Payment Charge

If we do not receive your Minimum Payment on or before the Payment Due Date, we will apply a Late Payment Charge to your Account in the amount shown in the accompanying Summary of Terms.

Overlimit Fee

If your New Balance exceeds your Credit Line on the Closing Date of the Billing Cycle, we will apply an Overlimit Fee to your Account in the amount shown in the accompanying Summary of Terms.

Returned Payment Fee

Should any item in payment of your Account be returned to us unpaid for any reason, we will apply a Returned Payment Fee to your Account in the amount shown in the accompanying Summary of Terms.

Documentation Fee

You may request a copy of a statement previously sent to you for a Documentation Fee in the amount shown in the accompanying Summary of Terms, which will be added to your Account. Copies of sales tickets or other items posted to your Account may be obtained for a Documentation Fee in the amount shown in the accompanying Summary of Terms, which will be added to your Account. Notwithstanding the foregoing, we will not impose any fee in connection with a good faith assertion of a billing error (see below under "Keep This Notice For Future Use").

LOST CARDS AND UNAUTHORIZED USE

If your Card is lost or stolen or used without your consent, you may be liable for the unauthorized use of your Card, but you may not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft or possible unauthorized use at: Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114, or 1-601-949-4462. Should you request and we issue ten (10) or more Cards, you agree to assume sole responsibility for the use of any Card issued to you or any User and to pay all indebtedness incurred by the use of any such Card whether or not such use or indebtedness incurred was authorized by you. Should the number of Cards issued be less than ten (10) your liability will not exceed \$50.

KEEP THIS NOTICE FOR FUTURE USE

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, please write to us at Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us at 601-949-4462.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Account bill automatically from your savings or checking account, you can stop the payment on any amount you think is in error. To stop payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

We will acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we will either correct the error or explain why we believe the bill was correct.

After we receive your letter we can continue to bill you for the amount you question, including **FINANCE CHARGES**, and we can apply any unpaid amount against your Credit Line. You may not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we did not make a mistake, you may have to pay **FINANCE CHARGES**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

OUR RIGHTS, AND HOW THEY AFFECT YOU

Telephone Monitoring

From time to time, we may monitor telephone calls regarding your Account with us to assure the quality of our service. You acknowledge and agree to any such monitoring or recording of telephone calls.

Refunds

If a seller agrees to give a refund, you will accept a credit on your Account instead of a cash refund.

No Waiver of Rights; Disputed Amounts

We can accept late or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114.

Credit Reports and Information

You authorize us to make or have made any credit, employment, or other investigative inquiries we deem appropriate (including without limit by obtaining a consumer report on any guarantor) prior to extending credit. You also authorize us to make such inquiries and obtain consumer reports on any guarantor when renewing, updating, or collecting on your Account in the future. Upon your request, we will tell you whether a consumer report was requested and the names and addresses of any consumer reporting agencies that provided such reports. You are advised that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of this Agreement.

Notice of Inaccurate Information

If you believe that we have information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114.

Collection and Default

Unless prohibited by applicable law, your Account is considered to be in default if (1) we do not receive at least the Minimum Payment on or before the Payment Due Date, (2) you try to exceed or do

exceed your Credit Line without permission, (3) you become subject to bankruptcy or insolvency proceedings, (4) you become subject to attachment or garnishment proceedings, (5) you give us any false information or signature, (6) you die, or (7) you fail to comply with any portion of this Agreement. Our accepting a late or partial payment does not waive the default. Default on this Account will constitute default on all accounts you hold with us, except to the extent prohibited by applicable law.

Subject to any notice of default and right to cure or other restrictions of applicable law, if you are in default, we may declare the entire balance due immediately. Unless prohibited by applicable law you agree to pay our reasonable costs and attorneys' fees related to the collection of your Account.

Change of Terms

Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement. We will send notice of such a change to you then in the manner required by applicable law. As of the effective date, the changed or new terms will apply to new Purchases and Cash Advances and also to the outstanding balance of your Account, subject to the limitations of applicable law.

Delay in Enforcement

We can delay enforcing our rights under this Agreement without losing them.

OTHER PROVISIONS

Ownership and Use of Your Card

As the Account Cardholder(s), you are liable for all credit obtained under your Account. If you authorize another person to use your Card, you are liable for any credit obtained on your Account for as long as that person holds the Card. In addition, you will remain liable until you recover possession of the Card. Misuse of your Card by an authorized person will not be considered unauthorized use. See "Lost Cards and Unauthorized Use" above. All Cards issued by us remain our property. We reserve the right to cancel, suspend, recall or reissue any Card at any time without prior notice. Upon demand, you must return any Card we supply to you or destroy the Card by cutting it in half immediately. Cards may not be reissued if you move out of our service area.

Internet Gambling Transactions

Internet gambling transactions submitted for authorization will be declined. These transactions include, but are not limited to, lottery tickets, casino gambling chips, off-track betting and wagers at racetracks. This includes transactions on any Card or Account issued through us.

Bitcoins, Cryptocurrencies and Virtual Currencies

Given concerns both globally and domestically regarding the potential economic, financial, operational, legal, customer protection and security related risks associated with bitcoins, cryptocurrencies and virtual currencies we will not permit usage of this Account or any Card towards the purchase or trading of such bitcoins, cryptocurrencies and virtual currencies.

Transactions

You will retain for statement verification your copy of each purchase slip, Cash Advance or other transaction to your Account.

Transfer and Termination of Your Account

You may not transfer your Account to any other person. We may assign your Account to any other person at any time. Either you or we may terminate or suspend your credit privileges at any time. However, you will remain liable for all charges until they are paid in full.

Foreign Currency Conversion

You may make a Purchase or obtain a Cash Advance in a foreign country or in a currency other than U.S. dollars. If you do, the card association will charge an International Services Assessment fee and when necessary convert the transaction into U.S. dollars. Any conversion rate between the transaction currency and the billing currency will be either (i) a rate selected by the card association from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card association itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate the card association uses may differ from any published rate in effect on the day you made the transaction or it was posted to your Account. You agree to pay us the International Service Assessment fee in addition to any amount converted into U.S. dollars according to card association procedures.

Honoring Your Card

We are not liable for the failure or refusal of a merchant, ATM or other institution to honor your Card. Although you may have credit available, we will not be liable for the failure to authorize credit due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization by us before the transaction can be approved. In addition, we may limit the number and amount of transactions approved in one day for security reasons.

Change of Address and Telephone

We will send all written notices and statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to advise us promptly if you change your mailing address or telephone number.

Severability

In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions will remain in effect.

Entire Agreement; Interpretation

This Agreement constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

Governing Law

This Agreement and your Account, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to your Account or this Agreement, are governed by and construed in accordance with applicable federal law and the laws of Mississippi. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Mississippi. We make decisions about granting credit to you from, extend credit to you under this Agreement from, and accept your payments in, Mississippi.

The card issuer:
Trustmark National Bank
P.O. Box 114
Jackson, MS 39205-0114