



BUSINESS CREDIT CARD AGREEMENT

A-16394

Rev. 3/20

TABLE OF CONTENTS

SUMMARY OF KEY TERMS

AGREEMENT TERMS

Using the Account
Cardholder Use of the Card, Revocation and Cancellation
Costs
Overdraft Protection
Payments Amendment (Changes) and Assignment
Additional Information
Arbitration Provision
Definitions

SunTrust Business Credit Card Agreement

SUMMARY OF KEY TERMS

Each bolded word or phrase is defined in the definitions section at the end of this **Agreement**. The most current version of the **Agreement** is available online at <https://www.suntrust.com/content/dam/suntrust/us/en/small-business/2020/documents/A16394-business-credit-card-agreement.pdf>. The online version of the agreement supersedes any prior written version.

When are You bound by the CA Terms?

Your Card Account Agreement with **SunTrust** starts and **You** agree to the terms when (1) **You** accept and/ or sign the **Card** or (2) **You** or an **Authorized User** use(s) the **Card** or **Account**, thus obtaining **Credit** from **SunTrust**.

What types of transactions might You make with the Card/Account and how are these transactions itemized on Your bill each month?

- The **Card** and the **Account** may be used for authorized business purposes only and may not be used for personal, family, or household purposes. **You** may use **Your Card/Account** to make legal **Purchases, Cash Advances, Overdraft Advances** and **Balance Transfers**. The **Company** and the **Cardholder** are responsible for transactions that **You**, other **Cardholders**, and **Authorized Users** make, whether the transactions are legal or not.
- Each type of transaction has different associated costs and terms; each transaction type and associated costs are grouped together and detailed in **Your** monthly **Statement (Card Account bill)** by transaction type. The combined outstanding amount of each transaction type is **Your New Balance** due on **Your Account** each month (**Billing Period**). **You** must pay all **Interest Charges**, fees, and **Other Charges** properly charged to **Your Account**.

What You Pay, when, how, and what happens if You pay late?

- The Bank will send monthly **Statements** detailing **Account** activity and the **Company** may select either the **Individual Billing Method** or the **Consolidated Billing Method**. **SunTrust** will send monthly **Statements** for each **Billing Period** in which the **Account** has a debit or **Credit Balance** or transaction activity. **You** have the option of paying in full the **New Balance** shown on each **Statement** or paying in installments that at least equal the amount of the **Minimum Payment** shown on **Your Statement**.
- The **Minimum Payment** will include any amount past due or over **Your Credit Limit** plus the greater of (1) \$50.00, or (2) 2% of the **New Balance**, plus any past due **Minimum Payment** and any amount in excess of **Your Credit Limit**. If the **New Balance** is less than \$50.00, the **Minimum Payment** will be the **New Balance**. If **You** pay more than the **Minimum Payment**, **You** still must make the **Minimum Payment** on subsequent **Statements** until **You** have fully paid what **You** owe. **You** must pay in U.S. dollars, without restrictive terms, and in accordance with the **Standard Payment Instructions**.
- If **You** do not pay at least the **Minimum Payment** by the **Due Date**, **SunTrust** will charge a **Late Payment** fee, unless **Your Account** is exempt from **Late Payment** fees. If **You** make a **Late Payment**, **You** will be in **Default** and **You** may be subject to rate increases. If **You** are in **Default** for any reason, **SunTrust** can require that the full **Balance** on **Your Account** be immediately paid.

<p>What other important terms exist in the CA?</p>	<p>Your liability for Unauthorized Use of the Card – what to do/what happens if Your Card is stolen.</p> <p>Credit Limits, Authorization, and Convenience Checks – spending limits/transaction authorization.</p> <p>Termination – You or SunTrust can terminate or suspend Your Credit at any time with/without cause.</p> <p>Sharing of Information – how SunTrust safeguards Your information/how-when SunTrust may disclose Your information to others; refers to SunTrust’s Privacy Statement.</p> <p>Arbitration Provision – the way in which You and SunTrust agree to resolve Claims; You have the right to opt out of arbitration as the agreed upon Claims resolution method.</p> <p>Defined Terms – defines all essential terms used in the Card Agreement.</p>
<p><u>Interest Charges and Transaction Fees in General:</u></p> <p><u>Costs on Purchases:</u> SunTrust will charge the Interest Charge (unless inapplicable because of the Grace Period) on Your Purchases from the transaction date.</p> <p><u>Costs on Cash Advances/Overdraft Advances:</u> SunTrust will charge the Interest Charge on Your Cash Advances from the date they are posted to Your Account.</p> <p><u>Costs on standard (non-Promotional Offer) Balance Transfers:</u> When You request a Balance Transfer, (unless inapplicable because of the Grace Period) SunTrust will charge the Interest Charge on Your Balance Transfer from the date it is posted to Your Account.</p> <p><u>Costs on Promotional Offers:</u> Unless SunTrust informs you otherwise, SunTrust will charge the Interest Charge on Your Promotional Balances from the date they are posted to Your Account.</p> <p>Foreign Currency Transaction Fee on Non-US Transactions:</p>	<p>SunTrust calculates Interest Charges using the Average Daily Balance (including new transactions) method. SunTrust also uses compounded interest in calculating Interest Charges. Compounded interest means that interest is added to the principal that You owe and interest then applied each successive Billing Period on the outstanding Balance and new charges. You may refer to Your Card Mailer for disclosure of APRs, Minimum Interest Charge, Transaction Fees, and Other Charges.</p> <ul style="list-style-type: none"> Any Purchase Balance not paid by the Due Date on the Statement will incur an Interest Charge on the following month’s Statement. The costs for Purchases (DPR Interest Charge, when it applies) consist of the Average Daily Balance on Purchases multiplied by (1) the number of days in the Billing Period and (2) the applicable DPR. You will have a Grace Period on any new Purchases that are reflected for the first time on Your current Statement if You pay Your New Balance on time each Billing Period. Those new Purchases will not be subject to an Interest Charge during the Billing Period reflected in the current Statement if You satisfy the conditions for applicability of the Grace Period. <p>The costs for Cash Advances consist of (1) interest computed at the applicable DPR on the Average Daily Balance (for Cash Advances) and (2) Cash Advance transaction fees. The DPR Interest Charge is the Average Daily Balance on Cash Advances multiplied by (1) the number of days in the Billing Period and (2) the applicable DPR. Cash Advances do not have a Grace Period. Overdraft Advances are treated as Cash Advances.</p> <p>The costs for Balance Transfers consist of (1) interest computed at the applicable DPR on the Average Daily Balance (for Balance Transfers) and (2) Balance Transfer transaction fees. The DPR Interest Charge is the Average Daily Balance on Balance Transfers multiplied by (1) the number of days in the Billing Period and (2) the applicable DPR.</p> <p>SunTrust may from time to time offer You Promotional Offers with different Interest Charges and transaction fees than the Card Mailer terms. Those different Interest Charges and fees will be disclosed in the Promotional Offer. Unless SunTrust informs You otherwise, Balance Transfers made using a Promotional Offer do not have a Grace Period.</p> <ul style="list-style-type: none"> All Card transactions processed in a foreign currency will be converted to U.S. dollars under the regulations (which affect rate and actual date of the exchange) of the Card Association before being charged to Your Account. If Your Account has a foreign currency transaction fee, the amount of the fee will be shown on Your Card Mailer and SunTrust may assess a foreign currency transaction fee for all Card transactions processed in a foreign currency. Conversion may occur on a date other than the date of the transaction or the date the transaction is posted to Your Statement, which may affect the conversion rate used. If a Credit transaction is processed and has a processing date different than the original transaction, then the exchange rate of the Credit can be greater/less than that of the original transaction.

<p>Other Charges:</p>	<p>Late Payment Fee. If Your Account has a Late Payment fee and SunTrust has not received at least the Minimum Payment by its Due Date as shown on a Statement, SunTrust will add a Late Payment fee to Your Purchase Balance based on the new outstanding Balance as of the Closing Date for the applicable Statement. The amount of the Late Payment fee will be shown on Your Card Mailer and may vary depending on the amount of Your New Balance.</p> <p>Annual Fee. If Your Account has an annual fee, the amount of the fee will be shown on Your Card Mailer, and SunTrust will add the annual fee to Your Purchase Balance.</p> <p>Returned Payment Fee. If Your Account has a Returned Payment fee, SunTrust will add a Returned Payment fee to Your Purchase Balance if (1) a payment that You make or authorize is returned to SunTrust unpaid; or (2) any Balance Transfer, Cash Advance, or Promotional Balance Convenience Check is dishonored for any reason. This fee may be imposed even if Your payment is later re-presented to and paid by Your other financial institution. The amount of the Returned Payment fee will be shown on Your Card Mailer.</p> <p>Stop Payment Fee. If Your Account has a Stop Payment fee, SunTrust will add a stop payment fee to Your Purchase Balance if You ask SunTrust to stop payment on any Convenience Check drawn on Your Account or on any Balance Transfer request. The amount of the Stop Payment fee will be shown on Your Card Mailer.</p> <p>Research Fee. If Your Account has a research fee, SunTrust will charge a fee for the cost of locating, copying, and furnishing requested individual sales slips, Statements, or other evidence of charges or credits to the Account upon request. The amount of the research fee will be shown on Your Card Mailer. Payment may be required prior to furnishing the requested material.</p> <p>Overlimit Fee. If applicable to Your Account because of a Credit Limit, SunTrust will charge an overlimit fee per Billing Period if the approved Credit Limit is exceeded. If Your Account has a Overlimit fee, the amount of the overlimit fee will be shown on Your Card Mailer.</p>
<p>Minimum Interest Charges:</p>	<p>If Your Account has a Minimum Interest Charge and You incur Interest Charges in any Billing Period, a minimum Interest Charge will post to Your Account (such minimum Interest Charge shown as the "Minimum Interest Charge" on Your Statement). The amount of the Minimum Interest Charge will be shown on Your Card Mailer.</p>

<p>SunTrust Business Credit Card Agreement SUMMARY OF KEY TERMS</p>	<p>Each bolded word or phrase is defined in the definitions section at the end of this Agreement. The most current version of the Agreement is available online at https://www.suntrust.com/content/dam/suntrust/us/en/small-business/2020/documents/A16394-business-credit-card-agreement.pdf. The online version of the agreement supersedes any prior written version.</p>
---	---

This **Agreement** establishes and discloses the terms and conditions that govern the use of the **Card Account**. **SunTrust** will issue and deliver the **Card** to the **Company** and/ or **Cardholder(s)**, as requested by the **Company**. The **Company** has the liability for all authorized (and certain unauthorized) charges made through the use of the **Card**; however, the **Cardholder** may, for the **Company's** convenience, make payments and/ or take other actions on behalf of the **Company** with respect to the **Account**. The **Card** may, at the option of the **Company**, bear the **Company's** name, the **Cardholder's** name, or both. The accepting, signing, or use of the **Card** will bind the **Company** and **Cardholder** to all of the terms and conditions of this **Agreement** and any subsequent amendments, additions, or deletions.

Using the Account

You agree that the **Card** and the **Account** may be used for authorized business purposes only and may not be used for personal, family, or household purposes. As **SunTrust** permits by the terms of this **Agreement**, **You** may use **Your Card/Account** to make **Purchases**, **Cash Advances**, **Overdraft Advances** and **Balance Transfers**.

You agree to pay **SunTrust** for all **Credit** and charges made on **Your Account**, plus any annual membership fees, **Interest Charges**, **Other Charges**, and other fees and amounts properly charged to **Your Account**. **You** agree to use **Your Account** for only legal transactions. It is not **SunTrust's** responsibility to make sure **You** only use **Your Account** for legal transactions, and **You** will remain responsible to pay for any transactions whether legal or not. **SunTrust** may decline authorization for any Internet gambling transaction. **SunTrust** will not be liable if **You** engage in an illegal transaction.

Cardholder Use of the Card, Revocation and Cancellation

The **Card** is provided by **SunTrust** pursuant to a contract with the **Company**. The **Company** has authorized issuance of each **Card** which is to be used only by the **Cardholder** and only for legitimate business charges as determined by the **Company** and the **Cardholder**. No other use of the **Card** is permitted and any other use is considered improper use. The **Company** and the **Cardholder** are responsible for all uses of the **Card**. If another person is voluntarily given possession of the **Card** or other access to the **Account**, **You** will be liable for all transactions made by that person (**Authorized User**) to the extent allowed by applicable law. The **Company** is liable for setting the spending limits for each **Cardholder/Authorized User** and remains liable for all charges when spending limits are changed mid-cycle. The **Company** may cancel the **Card** at any time by delivering written notice to **SunTrust**. The Bank may suspend or cancel any and all **Cards** at any time and for any reason whatsoever. Each **Cardholder** agrees to surrender the **Card** immediately upon request of the **Company** or Bank. The **Card** may not be used after it has expired, after it has been revoked, and/or after the **Cardholder's** employment with the **Company** has terminated.

Costs

Each type of charge will have its own **Balance**. Each type of **Balance** may have a separate **DPR** and corresponding **Interest Charges**. **SunTrust** calculates **Interest Charges** using the **Average Daily Balance** method (including new transactions) method. Compounded interest means that interest is added to the principal that **You** owe and interest then applied each successive **Billing Period** on the outstanding **Balance** and new charges.

Interest Charges and Transaction Fees	The conditions under which Interest Charges and transaction fees apply depend upon whether the transaction is a Purchase, Cash Advance , or Promotional Offer .
---------------------------------------	--

Interest Charges, Transaction Fees, and **Other Charges** that apply on **Your Account** are set forth in the **Card Mailer**.

Interest Charge for Purchases	Cost: $\text{Interest Charge (Average Daily Balance for Purchases} \times \text{no. days in Billing Period} \times \text{DPR)}$
-------------------------------	---

Any **Purchase Balance** not paid by the **Due Date** on the **Statement** will incur an **Interest Charge** on the following month's **Statement**. The cost for **Purchases (DPR Interest Charge**, when it applies) is the **Average Daily Balance** on **Purchases** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**. **You** will have a **Grace Period** on any new **Purchases** that are reflected for the first time on **Your** current **Statement** if **You** pay **Your New Balance** on time each **Billing Period**. Those new **Purchases** will not be subject to an **Interest Charge** during the **Billing Period** reflected in the current **Statement** if **You** satisfy the conditions for applicability of the **Grace Period**. **SunTrust** will charge the **Interest Charge** (unless inapplicable because of the **Grace Period**) on **Your Purchases** from the **Transaction Date**.

The **DPR** for **Purchases** may or may not vary each month based on changes in the **Index Rate**. The **Card Mailer** discloses whether the **Account** is subject to a **Variable** or a **Non-variable APR**.

Interest Charge and Transaction Fees for Cash Advances	Costs: $\text{Interest Charge (Average Daily Balance for Cash Advances} \times \text{no. days in Billing Period} \times \text{DPR}) + \text{Cash Advance Transaction Fees}$.
--	---

The costs for **Cash Advances** consist of (1) interest computed at the applicable **DPR** on the **Average Daily Balance** (for **Cash Advances**) and (2) any applicable **Cash Advance** transaction fees. The **DPR Interest Charge** is the **Average Daily Balance** on **Cash Advances** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**. The **DPR** for **Cash Advances** may or may not vary each month based on changes in the **Index Rate**. The **Card Mailer** discloses whether the **Account** is subject to a **Variable** or a **Non-variable APR**. **Overdraft Advances** are treated as **Cash Advances**. **SunTrust** will charge the **Interest Charge** on **Your Cash Advance** from the date they are posted to **Your Account** or the **Transaction Date** for the **Convenience Check** or **Overdraft Advance**. **Cash Advances** do not have a **Grace Period**. The **Cash Advance** transaction fee is an additional **Interest Charge** imposed every time **You** use an **ATM**, the **Card**, or a **Convenience Check** to obtain a **Cash Advance**, use **Overdraft Advance**, or obtain a cash equivalent. If **Your Account** has a **Cash Advance** transaction fee, the amount of the fee will be shown on **Your Card Mailer**.

Interest Charge and Transaction Fees for Balance Transfers	Costs: $\text{Interest Charge (Average Daily Balance for Balance Transfers} \times \text{no. days in Billing Period} \times \text{DPR}) + \text{Balance Transfer transaction fees}$.
--	---

The costs for **Balance Transfers** consist of (1) interest computed at the applicable **DPR** on the **Average Daily Balance** (for **Balance Transfers**) and (2) any applicable **Balance Transfer** transaction fees. The **DPR Interest Charge** is the **Average Daily Balance** on **Balance Transfers** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**. **Your Card Mailer** will disclose the **Balance Transfer** transaction fee for a standard (non- **Promotional Offer**) **Balance Transfer** and, if applicable, a **Balance Transfer** made subject to a **Promotional Offer** in effect at that time. **SunTrust** will add the **Balance Transfer** fee to the 'Balance Transfer' **Balance** of **Your Account**, unless **SunTrust** informs **You** when **You** make a **Balance Transfer** that the **Balance Transfer** amount and **Balance Transfer** fee will be added to another category of **Balance** (e.g., **Purchases** or **Cash Advances**). **You** will have a **Grace Period** on any new standard (non-**Promotional Offer**) **Balance Transfers** that are reflected for the first time on **Your** current **Statement** if **You** pay **Your New Balance** on time each **Billing Period**. Those new standard **Balance Transfers** will not be subject to an **Interest Charge** during the **Billing Period** reflected in the current **Statement** if **You** satisfy the conditions for applicability of the **Grace Period**. The **DPR** for **Balance Transfers** (that are subject to **Interest Charges**) may or may not vary each month based on changes in the **Index Rate**. The **Card Mailer** discloses whether the **Account** is subject to a **Variable** or a **Non-variable APR**.

Interest Charge and Transaction Fees for Promotional Offers	Cost: Interest Charge (Average Daily Balance for Promotional Balances x no. days in Billing Period x Promotional Rate DPR) + Promotional Offer transaction fees
--	--

SunTrust may from time to time offer **You** a **Promotional Rate** on certain **Purchases** or **Balance Transfers** through **Promotional Offers**. If **You** accept a **Promotional Offer**, the resulting **Promotional Balance** will be subject to the terms of that specific **Promotional Offer** and this **Agreement**. In each **Promotional Balance** program, any new or different terms of the program not disclosed in the **Card Mailer** or this **Agreement** (such as the **APR**, effective dates and other special terms), including any applicable **Promotional Offer** transaction fees, will be detailed in the **Promotional Offer**.

The costs for **Promotional Offers** consist of (1) interest computed at the applicable **DPR** on the **Average Daily Balance** (for **Promotional Balances**) and (2) any applicable **Promotional Offer** transaction fees. The **DPR Interest Charge** is the **Average Daily Balance** on **Promotional Balances** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**.

The **Promotional Rate** will apply to those **Promotional Balances** until the **Promotional Offer Termination Date**. A **Promotional Balance** will not, after the **Termination Date**, be eligible for another **Promotional Rate**.

After the **Termination Date**, **Your Promotional Rate** will change to **Your** regular **Purchases DPR** or **Balance Transfer DPR**, as applicable, unless disclosed otherwise in the **Promotional Offer**. If the reason for the **Termination Date** is a Delinquency Triggering Event, **SunTrust** will change the **DPR** that applies to **Your** new and outstanding **Promotional Balances** pursuant to the **Promotional Rate Termination Date** terms.

Unless **SunTrust** informs **You** otherwise, **Balance Transfers** made using a **Promotional Offer** do not have a **Grace Period**. When **You** request a **Balance Transfer** using a **Promotional Offer**, **SunTrust** will charge the **Interest Charge** on **Your Promotional Offer Balance Transfer** from the date it is posted to **Your Account**.

Minimum Interest Charge

If **Your Account** has a **Minimum Interest Charge** and **You** incur **Interest Charges** in any **Billing Period**, a minimum **Interest Charge** will post to **Your Account** (such minimum **Interest Charge** shown as the "Minimum **Interest Charge**" on **Your Statement**). The amount of the **Minimum Interest Charge** will be shown on **Your Card Mailer** and the **Interest Charge** incurred in any **Billing Period** will be no less than the amount disclosed in the **Card Mailer**. **SunTrust** may allocate the **Minimum Interest Charge** among **Your** various **Balances** in the manner that **SunTrust** elects as permitted by applicable law.

Foreign Currency Transaction Fee for Non-U.S. Transactions

All **Card** transactions processed in a foreign currency will be converted to U.S. dollars under the regulations of the **Card Association** before being charged to **Your Account**. (The exchange rate that the **Card Association** uses to convert currency is a rate the **Card Association** selects either from the range of rates available in the wholesale currency markets for the applicable processing date {which rate may vary from the rate the **Card Association** itself receives} or the government-mandated rate in effect on the applicable processing date.)

Conversion may occur on a date other than the date of the transaction or the date the transaction is posted to **Your Statement**, which may affect the conversion rate used. If a **Credit** transaction is processed and has a processing date different than the original transaction, then the exchange rate of the **Credit** can be greater/less than that of the original transaction.

If **Your Account** has a foreign transaction fee, the amount of the fee will be shown on **Your Card Mailer** and **SunTrust** will assess a foreign currency transaction fee for all **Card** transactions processed in a foreign currency. This foreign transaction fee is: (1) a rate selected by the **Card Association** from the range of rates available in wholesale currency markets for the applicable transaction processing date, which rate may vary from the rate the **Card Association** itself receives or (2) the government mandated rate in effect for the applicable transaction processing date, increased by up to the amount disclosed on the **Card Mailer**. If a **Credit** is subsequently given for a transaction, it will be decreased by up to the amount disclosed on the **Card Mailer**. The foreign transaction fee will be calculated after each transaction has been converted from a foreign currency.

Other Charges

Documentary Stamp Taxes as may be required by state law when the **Card** is used to obtain a **Cash Advance**.

Research Fee. **SunTrust** will provide copies of individual sales slips, **Statements**, or other evidence of charges or credits to the **Account** upon request. A research fee is a charge for the cost of locating, copying, and furnishing requested individual sales slips, **Statements**, or other evidence of charges or credits to the **Account**.

If **Your Account** has a research fee, the amount of the fee will be shown on **Your Card Mailer**. Payment may be required prior to furnishing the requested material.

Late Payment Fee. If **Your Account** has a **Late Payment** fee and **SunTrust** has not received at least the **Minimum Payment** by its **Due Date** as shown on a **Statement**, **SunTrust** will add a **Late Payment** fee to **Your Purchase Balance** based on the new outstanding **Balance** as of the Closing Date for the applicable **Statement**. The amount of the **Late Payment** fee will be shown on **Your Card Mailer**, which may vary depending on the amount of **Your New Balance**.

Annual Fee. If **Your Account** has an annual fee, the amount of the fee will be shown on **Your Card Mailer**, and **SunTrust** will add the annual fee to **Your Purchase Balance**. If **Your** annual fee has been billed on a **Statement**, **You** may avoid paying it by closing **Your Account** within 30 days after mailing of the applicable **Statement**. **Returned Payment Fee.** If **Your Account** has a **Returned Payment** fee, **SunTrust** will charge a **Returned Payment** fee to **Your Purchase Balance** if (1) a payment that **You** make or authorize is returned to **SunTrust** unpaid (for example, if a check or an electronic funds transfer to **SunTrust** is returned for insufficient funds or is returned because it is not signed or cannot

be processed for any reason); or (2) any **Balance Transfer, Cash Advance, or Promotional Balance Convenience Check** is dishonored for any reason. This fee may be imposed even if **Your** payment is later re-presented to and paid by **Your** other financial institution. The amount of the **Returned Payment** fee will be shown on **Your Card Mailer**.

Stop Payment Fee. If **Your Account** has a stop payment fee, **SunTrust** will add a stop payment fee to **Your Purchase Balance** if **You** ask **SunTrust** to stop payment on any **Convenience Check** drawn on **Your Account** or on any **Balance Transfer** request. The amount of the stop payment fee will be shown on **Your Card Mailer**.

Overlimit Fee. If applicable to **Your Account** because of a **Credit Limit**, **SunTrust** will charge an overlimit charge per **Billing Period** if the approved **Credit Limit** is exceeded. If **Your Account** has an overlimit fee, the amount of the fee will be shown on **Your Card Mailer**.

Overdraft Protection

If **You** elect to link **Your SunTrust** eligible Business Checking Account, Savings Account or Money Market Savings Account to this **SunTrust Business Credit Card** for overdraft protection (the "**Protected Account**"), funds will be transferred from **Your Business Credit Card Account** (the "**Protector Account**") into **Your Protected Account** when checks, bill pay, or other debit transactions would cause **Your Protected Account** to be overdrawn if those transactions are paid.

Transfers will be made in \$100 increments from the **Protector Account** to **Your Protected Account**. These transfers shall be considered a "**Cash Advance**" as that term is defined under **Your Business Credit Card Account Agreement**. Fees and interest rates for **Cash Advances** are disclosed to clients in their Business **Credit Card Account Agreement** and may be higher than those associated with other **Credit Card** transactions. There is no **Grace Period** for **Cash Advances**, meaning finance charges will accrue from the date the **Cash Advance** is posted to **Your Business Credit Card Account**. If the available **Credit** on **Your Business Credit Card Account** (i.e. **Credit Limit** or the available **Cash Advance** limit) is insufficient to cover the entire overdraft, we may make transfers to pay individual debit items up to the available accessible **Credit** on **Your Business Credit Card Account**. For example, if **Your** deposit account has a **Balance** of \$10.00 and a check or other debit item for \$80.00 is presented for payment, which if paid would cause **Your** deposit account to be overdrawn, a transfer of \$100 will be made from **Your Business Credit Card Account** to **Your** deposit account and an overdraft protection **Cash Advance** of \$100 will post to this **Account**. We will also charge a transaction fee to **Your Protector Account** for each transfer that is made, as disclosed in the Business **Credit Card Agreement**.

Be advised that we reserve the right to not initiate transfers to cover overdrafts and to return the debit item(s) for non-sufficient funds. By way of example only, we ordinarily will not initiate an overdraft transfer or advance funds as a **Cash Advance** under the following circumstances: (i) if **You** are in **Default** under **Your Business Credit Card Account Agreement**; (ii) if the **Cash Advance** would cause **You** to exceed the available **Credit** for a given transaction; (iii) if **Your Credit Card** is in a closed or blocked status (e.g. due to fraud); (iv) if **You** fail to make a Business **Credit Card** payment by its **Due Date**; and/or (v) if **You** exceed any **Credit Card** limit on **Your Business Credit Card Account**. In these instances, an overdraft or returned item fee for each debited item will be charged to the **Protected Account**, which is disclosed in the Business Deposit Accounts Fee Schedule. Overdraft protection is only available for active Business **Credit Card Accounts**, but be advised that linking a Business deposit account to a Business **Credit Card** does not automatically activate that **Card**. Conversely, cancelling overdraft protection will not cancel a Business **Credit Card**.

A **Cash Advance** transfer to the **Protected Account** due to overdraft protection will not activate **Your Business Credit Card**. Canceling overdraft protection will not close **Your Business Credit Card**. However, closing a Business **Credit Card Account** will cancel the overdraft protection service.

Payments

For each **New Balance** of \$50.00 or more, either payment in full or at least the **Minimum Payment** is required. For each **New Balance** less than \$50.00, payment in full is required. **SunTrust** will send **Your Statement** to the address that the Bank has on file for **You**. **You** agree to pay all **Authorized Charges** on the **Statement**, and **You** must pay the **Minimum Payment** as set forth on **Your Statement** on or before the payment **Due Date**. **You** must pay in U.S. dollars, without restrictive terms, and in accordance with the **Standard Payment Instructions**. Payments made in accordance with the **Standard Payment Instructions** that **SunTrust** receives before 5:00 pm ET, Monday through Friday (excluding Bank holidays), will be credited to **Your Account** as of the date of receipt. Payments initiated with a customer service representative will be subject to the applicable payment cut off times.

Monthly Statements

SunTrust will send monthly **Statements** for each **Billing Period** in which the **Account** has a debit or credit **Balance** or transaction activity. These monthly **Statements** will detail **Account** activity. The **Company** may select either the **Individual Billing Method** or the **Consolidated Billing Method**. **You** must pay the **New Balance** as set forth in the Payments section.

Default/Right of Set-Off

Upon **Default**: (1) **You** waive all notices and demands concerning the **Account**; (2) **You** agree that the total amount due on the **Account** shall include all costs, expenses, and reasonable attorneys' fees (including costs allocated for in-house counsel), legal proceedings, and bankruptcy and insolvency proceedings for the collections of sums due under this **Agreement**; (3) **You** further agree that the amount due on the **Account** shall include any liabilities, losses, demands, and judgments **SunTrust** is subject to or incurs related to **Your** use of the **Card** or **Account**.

You agree and understand that **SunTrust** has an absolute right to the garnishment of the **Company's** earnings, as well as, the garnishment of any **Guarantor's** earnings.

Upon **Default**, the **Company**, all **Authorized Users**, and all **Guarantors** of the **Account** agree and understand that without prior notice or demand, **SunTrust** has the absolute right to set-off against either: (a) any of the **Company's** accounts; and/or (b) any of **Guarantor's** accounts with **SunTrust**. **SunTrust** may make such set-off in any order or amount of its choosing and apply those amount(s) to the then existing debt on the **Account**, as well as, any sums due and owing under this **Agreement**.

Amendment (Changes)

IMPORTANT NOTICE: In accordance with applicable law, **SunTrust** may unilaterally change the cost of **Credit, APRs, Other Charges, and other terms of this Agreement at any time**. This includes modifications, deletions and the addition of new provisions, including non-financial provisions (for example, **SunTrust** may add provisions relating to **SunTrust's** enforcement rights or the resolution of claims and disputes). **SunTrust** will send **You** notice in the manner and method (written communication or update to online **Agreement**) and time required by law for the changes being made to **Your Account** and/or this **Agreement**. The online version of the **Agreement** is available at <https://www.suntrust.com/PersonalBanking/EverydayBanking/CreditCards>. Changes to this **Agreement** will be automatically effective on the date **SunTrust** specifies or provides an updated **Agreement**, except as otherwise provided in any change in terms notice **SunTrust** provides. **You** are bound by changes to this **Agreement** as of the date notice is given.

However, use of **Your Account** is not necessary for a change in terms to be effective. **You** will have the right to reject a change in terms and pay off **Your Account** in the same manner and under the same terms and conditions as then in effect, as described in any change in terms notice. **SunTrust** may terminate or suspend **Your** ability to use the **Account** if **You** reject certain changes, to the extent permitted by applicable law and as described in any change in terms notice that **SunTrust** provides.

Assignment Rights

SunTrust has the right to **Assign** its rights under this **Agreement**, the **Account**, and any amount **You** owe to **SunTrust**. **SunTrust** may **Assign** its rights without my consent and without prior notice to me. The rights and benefits of **SunTrust** under the **Agreement** and **Account** shall automatically transfer to **SunTrust's** successors and assigns, including any entity that acquires **SunTrust** and/or is created through a merger with **SunTrust**. **You** do not have the right to assign or transfer **Your** rights under this **Agreement** or the **Account**.

Additional Information

Access to ATMs

At **Your** request, **SunTrust** will provide **You** with a **PIN** after **SunTrust** issues **You** a **Card**. With **Your PIN**, **You** will have access to certain **ATMs** to obtain **Cash Advances** provided **Your Account** is maintained in good standing. The amount of each **ATM Cash Advance** may not exceed \$500 and **You** may receive up to 3 **ATM Cash Advances** within a 24 hour period. **SunTrust** may establish separate **ATM Cash Advance** daily limits and number of daily transactions for **Cash Advance** withdrawals from time to time. Access to an **ATM** will be subject to, and **You** agree to abide by, all applicable federal, state and local laws and regulations, and the terms, conditions, rules and regulations established by **SunTrust** with respect to such **ATMs**, as may be amended from time to time. **You** agree that charges imposed by third parties for use of their **ATMs** will be added to **Your Account** as a **Cash Advance**.

Liability for Unauthorized Use

The **Company** agrees to promptly notify **SunTrust** of any loss, theft, or **Unauthorized Use** of a **Card** by calling SunTrust toll free at 866.892.4683, writing to SunTrust Bank Cardholder Services, P.O. Box 620548, Orlando, FL 32862-0548 Attn: Dispute Department, or visiting a branch office. This notification responsibility means that **You** should regularly check **Your Statements** to review charges that post to **Your Account** to confirm that unauthorized charges have not posted to **Your Account**. The **Company** is liable for all **Card** charges made through the use of the **Company Account** by (1) a **Cardholder** and (2) any **Authorized User** whether or not (a) **SunTrust** is notified about such **Authorized User's** use and/or (b) the **Authorized User** exceeds the limit that **You** authorized or intended. If **Unauthorized Use of Your Account** occurs, **You** agree to cooperate with **SunTrust** and law enforcement authorities in identifying the Unauthorized user.

Ownership of the Card

Your Card and any **Convenience Checks** or other **Credit** instrument or device that **SunTrust** provides to **You** are **SunTrust's** property and must be returned to **SunTrust** or **SunTrust's** agent immediately upon demand. At **SunTrust's** request **You** will destroy **Your Card**, other **Credit** instruments or devices and/or **Convenience Checks**, by cutting them in half and surrendering those items to **SunTrust** or **SunTrust's** agent by mailing them to **SunTrust** or dropping them off at **SunTrust's** office.

Credit Limits, Authorization, and Convenience Checks

Unless **Your Account** type or **SunTrust** permits **You** to exceed **Your Credit Limit**, **You** agree to not exceed the **Credit Limit** that **SunTrust** establishes for **You**, but if **You** do, **You** agree to pay the over **Credit Limit** amount as part of **Your** next **Minimum Payment**. **SunTrust** may raise or lower **Your Credit Limit** at **SunTrust's** discretion, as permitted by applicable law. **SunTrust** may establish separate limits that restrict the amount of the **Credit Limit** available for **Cash Advances**. **SunTrust** may decline authorization for any transaction at any time. **SunTrust** is not liable for declining authorization for any transaction, regardless of **SunTrust's** reason. All transactions on **Your Account** are subject to approval based upon **Your Account** status, available **Credit**, credit history and other factors. **You** may not stop the payment of any **Card** transaction.

SunTrust may reject and return unpaid any **Convenience Check** that **You** write for any reason. **You** must pay **SunTrust** for any **Convenience Check** that **SunTrust** pays, even if **SunTrust** was permitted to reject and return the **Convenience Check**, unless

the **Convenience Check** constitutes **Unauthorized Use**. **SunTrust** may refuse to issue **Convenience Checks** or, upon notice to **You**, refuse to permit the use of **Convenience Checks** already issued. **You** may call **SunTrust** at 855.574.2423 to place a stop payment on an unpaid **Convenience Check**. **SunTrust** will charge the stop payment fee. **You** must provide **SunTrust** the date, amount, name of payee, and the number of the **Convenience Check**. If any information **You** provide is incorrect or if **You** do not afford **SunTrust** a reasonable opportunity to act on **Your** request, **SunTrust** may not be able to stop payment. Once a **Convenience Check** has been paid, **SunTrust** will not be able to reverse the payment. **Your** stop payment request will remain valid for six months. **You** must renew **Your** request before it expires if **You** want **SunTrust** to continue honoring it. **You** agree to hold harmless and indemnify **SunTrust** from any losses, expenses and costs, including attorneys' fees incurred by **SunTrust**, for preventing or failing to prevent payment.

Termination

SunTrust has the right, in **SunTrust's** sole discretion, to terminate or suspend **Your** ability to use the **Account** at any time and for any reason, without notice. The **Account** is automatically terminated, without notice, in the event bankruptcy proceedings are instituted by or against **You**. Termination will have no effect on **Your** liability for transactions occurring prior to such termination. Without limiting **SunTrust's** rights, in the event of a **Default**, **SunTrust** has the right to, without notice, terminate **Your Account** and declare the unpaid portion of the **New Balance** and any annual membership fees and **Other Charges** immediately due and payable. The **Company** may terminate this **Agreement** at any time for any reason after thirty (30) days prior written notice to **SunTrust**. **You** will not try to make any **Purchases** or try to obtain any **Cash Advances** or **Overdraft Advances** on **Your Account** after **Your Credit** privileges have been terminated or suspended. However, this **Agreement** will otherwise remain in full force and effect until **You** pay all sums due **SunTrust**.

Applicable Law

Applicable Law. This **Agreement** is binding upon the permitted assigns and successors of the **Company**. Except as expressly set forth in the Arbitration Provision of this **Agreement**, this **Agreement** and the interpretation and enforcement thereof (including but not limited to the exportation of interest rates) will be governed by Federal law applicable to **SunTrust** and, to the extent not preempted by Federal law, the laws of the State of Georgia without regard to its conflicts of law provisions and principles. If there is any conflict between any of the terms and conditions of this **Agreement** and applicable Federal or State law, this **Agreement** will be considered changed to the extent necessary to comply with the applicable law. **You** agree that all terms of this **Agreement** are material to the determination of interest. **SunTrust** accepts this **Agreement** in its home state, Georgia.

Jury Trial Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, **YOU AND SUNTRUST** HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE **ACCOUNT**, ANY **CREDIT** TRANSACTION, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN **YOU AND SUNTRUST** OR ANY OF **SUNTRUST'S** EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS.

Litigation Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, **YOU AND SUNTRUST** HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE **ACCOUNT**, ANY **CREDIT** TRANSACTION, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN **YOU AND SUNTRUST** OR ANY OF **SUNTRUST'S** EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS.

Telephone Monitoring

As part of **SunTrust's** continuing effort to maintain a high quality of service to clients, telephone calls between **You** and **SunTrust** personnel may be monitored from time to time. The **Company** consents to such monitoring and assumes the responsibility for obtaining the consent of each **Cardholder** and **Company's** other employees and agents. All monitoring will remain confidential.

Other Products and Services

SunTrust will, at **Your** request, arrange for an overnight courier to deliver additional or replacement **Cards** on an expedited basis. The charge assessed by the overnight courier will be added to **Your Account Balance**. From time to time, new products and/or features, optional services or enhancements (including, but not limited to, for example, insurance, **Card** registration, rewards programs, or technology services - like spend visibility tools and other data reporting tools) may be offered on **Your Account**. **SunTrust** is not liable for these products, features, services, and enhancements ("Other Services"), whether **SunTrust** provides these Other Services directly to **You** or via a third party provider. **You** agree to hold **SunTrust** harmless from any Claims, actions, or damages resulting from **Your** use of any of these Other Services, when permitted by applicable law. **SunTrust** reserves the right to adjust, add, or delete benefits of these Other Services at any time. **You** further agree to comply with all terms and conditions of use and limitations/restrictions on use of these Other Services that **You** use.

To the maximum extent permitted by applicable law, **SunTrust** disclaims all representations and warranties of any kind, whether express or implied, with respect to these Other Services, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

SunTrust makes no guarantees and has no responsibility with respect to (1) these Other Services being uninterrupted or error free, (2) the servers/systems/technology that make the Other Services available being free of viruses, disabling devices or other harmful component, (3) any information or reports that are transmitted over the Internet remaining confidential or being accurate, or (4) any person gaining unauthorized access to these Other Services unless such unauthorized access was the sole result of **SunTrust's** gross negligence or willful misconduct.

Exchange of Credit and Other Information; Credit Reports

Information regarding a **Cardholder's** use of the **Card**, reimbursement received from the **Company**, employment status, and location may be exchanged between the **Company** and **SunTrust**. **You** authorize **SunTrust** to release information regarding **Your Account** in order to comply with any subpoena or other proper order from a state or federal agency or court. **SunTrust** may investigate **Your** credit record from time to time in connection with **Your Account**.

Sharing of Information

SunTrust may collect personal consumer information for use in making certain credit decisions. **SunTrust** may, to the extent and in the manner permitted by applicable law, communicate information about **SunTrust's** experiences and transactions with **You** to credit bureaus, **SunTrust's** affiliates, and others who may properly receive that information. **SunTrust** will not share this information about **You** with third-parties for marketing purposes. **You** may refer to **SunTrust's** Privacy statement for more details about how **SunTrust** collects, uses, retains, discloses, and safeguards information about **You** and **Your Account**. A complete copy of the **SunTrust** Privacy Policy is available at www.suntrust.com or by calling 800.SUNTRUST. **You** and **SunTrust** understand and agree(s):

- 1.) that **You** and/or the Bank may be provided or otherwise may obtain the **Confidential Information** of the other party or third parties of such party, such as, for instance, suppliers of the **Company** or third party service providers of the Bank;
- 2.) that any **Confidential Information** (other than **Personally Identifiable Information**) related to **Card** usage belong equally to each party, and nothing in this **Agreement** will prohibit either party from disclosing or using such data or information in accordance with the terms of the **Agreement**; and
- 3.) Unless otherwise stated in this **Agreement**, that:
 - a.) each party will keep all **Confidential Information** in strict confidence, using such degree of care as appropriate to avoid **Unauthorized Use** or disclosure; and
 - b.) neither party will, directly or indirectly, disclose any **Confidential Information** to any third party other than permitted parties (such as third party service providers of the Bank), except with the other party's prior written consent, and **Company** agrees and hereby consents to **Company's Confidential Information** being shared with Bank's third party service providers and other such permitted parties for purposes of providing services on the **Account** to **Cardholder(s)**.

Waiver

SunTrust's failure to exercise, or **SunTrust's** delay in exercising, any of **SunTrust's** rights under the **Agreement** for any reason will not mean that **SunTrust** will be unable to exercise those rights later.

Severability

The invalidity of any provision of the **Agreement** will not affect the validity of any other provision.

Entire Agreement

This **Agreement**, as modified from time to time in accordance with applicable law, by any change in terms that **SunTrust** will deliver to **You** (in writing or via update to **Agreement** terms that are published at <https://www.suntrust.com/small-business-banking/business-credit-cards>), constitutes the entire **Agreement** between **You** and **SunTrust**, and supersedes any prior negotiation or understanding between **You** and **SunTrust** concerning the subject matter of this **Agreement**. Section headings are for convenience only and are to be disregarded when interpreting this **Agreement**.

New Jersey Residents

All provisions of this **Agreement** are valid, enforceable and applicable in New Jersey.

Illegal Transaction

Any financial service that **SunTrust** provides pursuant to this **Agreement** may be used for any transaction permitted by law in accordance with this **Agreement**. **You** agree that illegal use of any financial service will be deemed an action of **Default** and/or breach of contract and that **SunTrust** may terminate any such financial service and/or other related services at **SunTrust's** discretion. **You** will remain responsible for paying for a transaction, even if it is not permissible. If any illegal use occurs, **You** also agree to waive any right to sue **SunTrust** for such illegal use or any activity directly or indirectly related to it and indemnify and hold **SunTrust** harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

Emergency Card Replacement and Cash Disbursement

You and any **Authorized User** agree and authorize **SunTrust** to provide **Your** personal data to the **Card Association**, its members, or their respective contractors for the purpose of providing emergency **Card** replacement and emergency cash disbursement benefits to **You** on **Your Account**.

Notices

All notices or other communications required or permitted to be given under this **Agreement** by the **Company** to **SunTrust** will be in writing and delivered to: **SunTrust** Bank, BankCard Division, P.O. Box 4910, Orlando, Florida 32802-4910.

Arbitration Provision

READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT AS SET FORTH BELOW. If You do not reject this arbitration agreement, for a Claim subject to arbitration, neither You nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between You and us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of or relates to the Account, these rules and regulations, any transaction conducted with us in connection with the Account or these rules and regulations, or our relationship. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. "Claim" also includes disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails or facsimile machines and alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing. Upon the demand of You or us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration agreement.

Special Definition of "We," "Us" and "Our." Solely for purposes of this arbitration agreement, the terms "we," "us" and "our," in addition to the meanings set forth in these rules and regulations, also refer to SunTrust's employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns. "We," "us" and "our" also apply to third parties if You assert a Claim against such third parties in connection with a Claim You assert against us.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration agreement or any part thereof (including, without limitation, the Class Action Waiver set forth below, this sentence, and/or the last sentence of the Survival and Severability paragraph below); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the rules and regulations as a whole is for the arbitrator, not a court, to decide. In addition, the following claims or proceedings will not be subject to this arbitration agreement: (1) any individual action brought by You or us in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights, including set-off as described in the paragraph below titled "Right of Offset and Security Interest," or (3) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this arbitration agreement. Moreover, this arbitration agreement will not apply to any Claims that are the subject of (a) a class action filed in court that is pending as of the effective date of this arbitration agreement in which You are alleged to be a member of the putative class (however, You and we will continue to be bound by any prior version of this arbitration agreement), or (b) a motion to compel arbitration filed by us against You before the effective date of this arbitration agreement pursuant to a prior version of this arbitration agreement (however, You and we will continue to be bound by any prior version of this arbitration agreement).

Federal Arbitration Act. Notwithstanding any choice of law or other provision in these rules and regulations, the parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state governing Your account relationship with us shall apply.

Arbitration Class Action Waiver. Notwithstanding any other provision of these rules and regulations, if either You or we elect to arbitrate a Claim, neither You nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that we will not have the right to compel arbitration of any claim brought by such an agency).

Arbitration Procedures. If You or we elect to arbitrate a Claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, Your notice must be sent to SunTrust Bank Legal Department, Attn: General Counsel- Arbitration Election, Mail Code 0643, 303 Peachtree Street, N.E., 9th Floor, Atlanta, Georgia 30308, and our notice must be sent to the most recent address for You in our files. Any arbitration hearing that You attend must take place in a venue reasonably convenient to You. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion

to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding with an arbitration administrator in accordance with this arbitration agreement and the administrator's rules and procedures. Even if all parties have opted to litigate a Claim in court, You or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this arbitration agreement.

The arbitration will be administered by JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS is unable or unwilling to serve as administrator, the parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration agreement. The arbitration will proceed in accordance with this arbitration agreement and the administrator's rules and procedures in effect at the time of commencement of the arbitration including any expedited procedures but in the event of a conflict, the provisions of this arbitration agreement shall control.

A single arbitrator will be appointed by the administrator and, unless You and us agree otherwise, must be a practicing attorney with ten or more years of experience and a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration provisions or proceedings. The arbitrator will honor and enforce statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with these rules and regulations and the FAA, that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court. For Claim(s) that total less than \$75,000 and at Your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again. In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this arbitration agreement to be enforced. The arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by either these rules and regulations, the administrator's rules or applicable law. The arbitrator shall award You Your reasonable attorneys' and expert witness fees and costs (a) if and to the extent You prevail on Claim(s) You assert against us in an individual arbitration commenced by You, or (b) to the extent required under applicable law for this arbitration agreement to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Survival and Severability. This arbitration agreement shall survive the closing of Your Account and the termination of any relationship between us, including the termination of these rules and regulations. If any part of this arbitration agreement is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except that: (a) The parties to these rules and regulations acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non severable from this arbitration agreement. If the Class Action Waiver is limited, voided or found unenforceable as to any Claim(s), then the parties' arbitration agreement (except for this sentence) shall be null and void with respect to such Claim(s) (but not as to any other Claim(s) that have been or are later brought), subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the paragraph titled "Class Action Waiver" or elsewhere in this agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$150,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$150,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this agreement.

Notice and Cure; Special Payment. Prior to initiating a Claim, You may give us a written Claim Notice describing the basis of Your Claim and the amount You would accept in resolution of the Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at SunTrust Bank Legal Department, Attn: General Counsel- Claim Notice,

Mail Code 0643, 303 Peachtree Street, N.E., 9th Floor, Atlanta, Georgia 30308. This is the sole and only method by which You can submit a Claim Notice. If (i) You submit a Claim Notice in accordance with this Paragraph on Your own behalf (and not on behalf of any other party); (ii) You cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide You with the relief You request; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that You were entitled to such relief (or greater relief), You will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which You will also be entitled). We encourage You to address all Claims You have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims You have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

Right to Reject Arbitration Agreement. You may reject this arbitration agreement and therefore not be subject to being required to resolve any claim, dispute or controversy by arbitration. To reject this arbitration agreement, You and only You personally, must send us written notice of Your decision so that we receive it at the address listed below within forty-five (45) days of the opening of Your Account. Such notice must include a statement that You wish to reject the arbitration agreement section of these rules and regulations along with Your name, address, Account name, Account number and Your signature and must be mailed to the SunTrust Bank Legal Department, Attn: Arbitration Rejection, P.O. Box 4418, Mail Code 0643, Atlanta, GA 30302-4418. This is the sole and only method by which You can reject this arbitration agreement and any attempt to reject this arbitration agreement by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. You agree that Your rejection of this arbitration agreement shall not be imputed to any other person or entity or be deemed to be a rejection of this arbitration agreement by any person or entity other than You. Nor shall Your rejection of this arbitration agreement eliminate the obligation of other persons or entities who wish to reject this arbitration agreement to personally comply with the notice and time requirements of this paragraph. Rejection of this arbitration agreement will not affect any remaining terms of these rules and regulations and will not result in any adverse consequence to You or Your Account. You agree that our business records will be final and conclusive with respect to whether You rejected this arbitration agreement in a timely and proper fashion. **This arbitration agreement provision will apply to You and us and to Your Account unless You reject it by providing proper and timely notice as stated herein.**

Definitions

Account – Your SunTrust Business Credit Card Account.

Administrator – The agency or individual who will consider and resolve a Claim between You and SunTrust in accordance with the Arbitration Provision of this Agreement, which will be JAMS – 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 800.352.5267; or if JAMS is unable or unwilling to serve as Administrator, You and SunTrust may agree upon another administrator or, if You and SunTrust are unable to agree, a court shall determine the Administrator. No company may serve as Administrator, without SunTrust's and Your consent, if such company adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this Arbitration Provision. The arbitration will proceed in accordance with this Arbitration Provision and the Administrator's rules and procedures including any expedited procedures but in the event of a conflict, the provisions of this Arbitration Provision shall control. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting its website.

Agreement – Your Card Account Agreement with SunTrust for the Account, which contract is made up of these terms and conditions, Your application or response to SunTrust's solicitation, and the documents that accompany delivery of Your Card (Card Mailer).

APR (Annual Percentage Rate) – The cost of Your Credit as a yearly rate. Different APRs may apply to different Balances on Your Account, such as Your Balance on Purchases or Your Balance on Cash Advances. SunTrust uses the applicable APR to calculate the Interest Charge that You owe on the Account. The Card Mailer discloses applicable APRs and whether the Account is subject to a Variable or Non-Variable APR.

Non-Variable APR – The DPR subject to the Non-Variable Rate will be based on an APR that does not vary with changes in an Index Rate. The Card Mailer discloses the APR for the Non-Variable Rate as of the date Your Account was opened.

Variable APR – The Variable APR will be based on the Index Rate plus a Margin. The Card Mailer discloses the APR for the Variable Rate. An increase in the Index Rate may result in a higher Minimum Payment.

Assign – SunTrust Assigns Your Account and this Agreement if SunTrust sells or transfers to another party any or all of SunTrust's rights or obligations under this Agreement, including any amount that You owe SunTrust on the Account. If SunTrust Assigns Your Account, the party who receives the assignment will have SunTrust's rights under this Agreement, subject to the extent of the assignment.

ATM – Automated teller machine.

Authorized Charges – Any Purchases, Balance Transfers, Cash Advances, and Overdraft Advances that You or any Authorized User makes on the Account and any fees and Other Charges owing on the Account.

Authorized User – Any person You authorize to use the Card.

Average Daily Balance – To get the Average Daily Balance, SunTrust adds the outstanding Balance (including new transactions and deducting payments and credits) for each transaction type for each day in the Billing Period; SunTrust adds together all the daily Balances for each separate transaction type, and then divides by the number of days in the Billing Period.

Balance – Every charge on the Account, including transactions that You make and fees that SunTrust assesses, falls into a specific Balance, such as the Balance on Purchases and Cash Advances. Fees that are based on a specific transaction are assigned to the same Balance as the applicable transaction. For example, a foreign transaction fee on a Purchase is assigned to the Balance on Purchases. Fees that are not specific to a given transaction with the Card (like a Returned Payment) are assigned to the Balance on Purchases.

Balance Transfer – Credit SunTrust extends, when SunTrust permits, resulting from a Balance Transfer that You request by any means (including telephone, Convenience Check, or Balance Transfer request form that SunTrust provides). SunTrust's policy is not to allow You to transfer any Balance You owe (1) from any other account with SunTrust or SunTrust's respective affiliates or (2) from a personal, family or household account with another financial institution. SunTrust may permit You to transfer Balances from other credit card companies or financial institutions to Your Account up to the amount of Your Credit Limit for Balance Transfers. If You request an amount that SunTrust does not approve, SunTrust may process a partial Balance Transfer for less than the amount that You requested or SunTrust may decline the entire request. SunTrust is not liable if SunTrust does not approve a requested Balance Transfer (in whole or in part). Balance Transfer requests that are incomplete or illegible will not be approved. SunTrust reserves the right to make Balance Transfers in the order SunTrust selects. In order to preserve Your dispute rights, You should not transfer Balances from other credit card companies or financial institutions if those Balances are in dispute. You should allow up to 8 weeks for Balance Transfers to be completed. You should continue to monitor the other accounts and continue to pay the Minimum Payment due on those accounts until You receive Statements from those creditors showing that the Balances have been paid in full. This confirmation may not happen until after the transactions appear on the Statement SunTrust sends You. You are solely responsible for any Late Payments, ongoing finance charges and disputed amounts on Your other accounts. If You want Your other accounts closed following a Balance Transfer, You are responsible for doing so.

Billing Period – The time interval between the dates of Your regular billing Statements. Your first Billing Period may be less than one month.

Card – Your SunTrust Business Credit Card.

Card Association – The applicable credit Card Association through which Your Card Account is sponsored (e.g., MasterCard or Visa U.S.A.).

Cardholder – An individual who possesses a Card on the Account.

Card Mailer – The mail that delivers Your Card and includes Your Agreement and other terms associated with Your Card Account when SunTrust sends Your Card to You.

Cash Advance – Credit SunTrust extends to You, when SunTrust permits, in the form of a loan from the Account. A Cash Advance occurs when You: (1) obtain cash from an ATM (automated teller machine), (2) obtain cash from any other source, including, for example, a Convenience Check (except Convenience Checks that SunTrust offers to You as part of a Promotional Offer, if SunTrust discloses that the Convenience Checks are treated as a different transaction type), (3) make a wire transfer, (4) buy foreign currency, (5) buy traveler's checks, (6) buy money orders, or (7) obtain an Overdraft Advance.

Claim – Means any Claim, dispute or controversy between You and SunTrust (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of or relates to the Credit, the Account, this Agreement or any transaction conducted with SunTrust in connection with the Credit, the Account, or this Agreement. "Claim" has the broadest possible meaning and includes initial Claims, counterClaims, cross-Claims, third-party Claims, and federal/state/local/administrative Claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity, and includes Claims for money damages and injunctive or declaratory relief.

Closing Date – The last day of a Billing Period.

Company – Your commercial business, organization, or other entity that applied to SunTrust for a Card Account and in whose name SunTrust has opened Your Card Account.

Confidential Business Information – Means any valuable, secret business information, other than Trade Secrets, that is either designated or identified as confidential at the time of the disclosure. In accordance with the foregoing, all software that the Bank provides to Company, whether owned by the Bank or any third party services provider, will be considered "Confidential Information" pursuant to the Agreement.

Confidential Information – Means all non-public information regarding the parties and Personally Identifiable Information and will include all Trade Secrets and Confidential Business Information of the Bank and any third party information that the Bank or Company is obligated to hold in confidence, including, but not limited to, Trade Secrets and Confidential Business Information of any such third party, including suppliers. Confidential Information does not include information that (1) is or becomes generally known to the public not as a result of a disclosure by either party, (2) is rightfully in the possession of the receiving party prior to disclosure by the disclosing party without the obligation of confidentiality, (3) is received by the receiving party in good faith and without restriction from a third party, not under a confidentiality obligation to the disclosing party and having the right to make such disclosure, (4) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information, or (5) is disclosed with the prior written approval of the disclosing party.

Consolidated Monthly Billing – All of the Company's Accounts are treated as one Account and the Company receives a single monthly Statement consolidating all of its transactions.

Convenience Check – A check that the Bank provides to You (1) as part of a Promotional Offer, which You may use to make a Purchase or a Balance Transfer or to obtain cash on Promotional Offer terms (which are different from Your standard APRs and fees detailed in Your Card Mailer), (2) not as part of a Promotional Offer, which You may use to make a Purchase or a Balance Transfer or to obtain a Cash Advance, or (3) on demand (at Your request), which You may use to make a Purchase or Balance Transfer or to obtain a Cash Advance. The Cash Advance APR and fees detailed in Your Card Mailer will apply to Convenience Checks that are On Demand Checks or Checks not part of a Promotional Offer.

Covered Provider – Means any third party that provides any product or service in connection with the Credit if (and only if) You assert a Claim against such third party in connection with a Claim You assert against SunTrust.

Credit – means the credit extension(s) You receive under this Agreement.

Credit Limit – Your Credit Limit will appear on each monthly Statement.

For Accounts with Spending Limits: The maximum amount of Credit that SunTrust establishes from time to time and makes available to You on the Account.

For Accounts with no Pre-Set Spending Limits: No pre-set spending limit does not mean unlimited spending. Your Account will be assigned a revolving Credit Limit. For Cash Advances, You may only spend up to Your assigned Cash Advance Credit Limit. For Purchases, You may be authorized to exceed Your assigned Credit Limit. Each transaction You make is authorized based on factors such as (1) Your Account history; (2) credit record; (3) absence or presence of suspected fraud; and (4) performance and delinquency patterns. If You attempt to make a Purchase transaction that exceeds Your Credit Limit, Your Account will be evaluated based upon the length of time Your Account has been open and Account usage, performance and delinquency patterns with SunTrust or with Your other creditors, and Your ability to pay. In certain circumstances, SunTrust may ask for additional financial records to authorize a transaction. If You are authorized to exceed Your Credit Limit, You will be required to pay, as part of Your Minimum Payment, the amount by which Your New Balance exceeds Your Credit Limit. SunTrust encourages You to provide us with notice of forthcoming unusual activity, such as, high transaction amounts, high velocity, or changes in geographic patterns.

Default – SunTrust has the right to require immediate payment of the entire Account Balance and the Company and the Account will be in Default if: (1) any required payment is not made on or before the payment Due Date; (2) the Company or a Guarantor fails to pay any other obligation to SunTrust; (3) You violate any other terms of this Agreement; (4) the Company or a Guarantor violates any credit account or loan agreement (including a mortgage agreement) that (s)he or it has with SunTrust; (5) a payment on the Account cannot be processed before the Due Date; (6) a payment on the Account is rejected, but not successfully resubmitted before the Due Date; (7) an attachment, garnishment, or bankruptcy proceeding is initiated against the Company or a Guarantor; (8) SunTrust reasonably believes (in its sole discretion) that the Company's or the Guarantor's ability to pay the Account is materially impaired; (9) the Company or any Cardholder, Authorized Signer, or Guarantor provides SunTrust with false, misleading or fraudulent information (including a forged or false signature); (10) the Company, any Cardholder, and/or any Authorized Signer makes illegal or improper use of the Account; (11) the Account or any Card is used after the Account has been closed; (12) the Company is sold, acquired, merged, or the majority ownership is transferred to any person and/or entity that did not have such ownership when the Account was established.

Delinquency Triggering Event – A Delinquency Triggering Event occurs if You fail to make a Minimum Payment by the applicable payment Due Date. If You fail to make one payment by the Due Date, the APR/DPR will go to (a) the Purchases or Cash Advance (as applicable) APR/DPR and (b) after You fail to make 2 consecutive Minimum Payments by their Due Dates the Default APR/DPR.

DPR (Daily Periodic Rate) – The daily periodic rate is calculated from the applicable APR. The DPR is equal to the applicable APR divided by 365 (or 366 in a leap year). SunTrust may use DPR to calculate the Interest Charge as described in this Agreement. Interest Charges resulting from the application of DPRs will accrue daily and be calculated on the Average Daily Balances (including new transactions) for each Account feature (Purchases, Cash Advances, and Promotional Balances).

Due Date – This is the date by which SunTrust must receive Your payment in order for it to be on time. Your Due Date will be stated on Your Statement. To be timely, SunTrust must receive Your payment on or before the Due Date and by the time stated on Your Statement. If no time is stated on Your Statement, Your payment is timely if SunTrust receives it before 5:00 pm Eastern Time on the Due Date. If the Due Date falls on a weekend day or a Bank holiday, You must make Your payment on the preceding business day.

Excluded Claim or Proceeding – Means any of the following Claims or proceedings, which, notwithstanding the foregoing, will not be subject to the Arbitration Provision: (1) any dispute or controversy about the validity, enforceability, coverage or scope of the Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver set forth in the Arbitration Provision and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide (however, any dispute or controversy that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide); (2) any individual action brought by You or SunTrust in small Claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (3) the exercising of any self-help or non-judicial remedy, including, for instance, set off rights; (4) any action to the extent that it seeks provisional or ancillary remedies in connection with the foregoing; and (5) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either You or SunTrust to compel arbitration regarding any other dispute subject to arbitration pursuant to the Arbitration Provision. Moreover, the Arbitration Provision will not apply to any Claims that are the subject of (a) a class action filed in court that is pending as of the effective date of the Arbitration Provision in which You are alleged to be a member of the putative class (however, You and SunTrust will continue to be bound by any prior version of the Arbitration Provision) or (b) a motion to compel arbitration filed by SunTrust against You before the effective date of the Arbitration Provision pursuant to a prior version of the Arbitration Provision (however, You and SunTrust will continue to be bound by any prior version of the Arbitration Provision).

Grace Period – The time period during which You may avoid paying interest on certain transactions. The Grace Period is stated in the Card Mailer. This Agreement defines the kinds of transactions that are subject to a Grace Period (See Interest Charges and Transaction Fees Section). If a particular transaction is subject to a Grace Period, Your Account starts in a Grace Period for that transaction. The Grace Period will continue if You pay Your New Balance on time each Billing Period. You will lose the Grace Period if You do not pay Your New Balance in a given Billing Period. To regain Your Grace Period after You lose it, You must pay Your New Balance on time for 6 consecutive Billing Periods. If You lose Your Grace Period for transactions to which the Grace Period previously applied, You will owe interest on any unpaid Balance. Interest on those transactions will begin to accrue from the end of the Billing Period for which You failed to pay Your New Balance. For any such transactions that

You make after You lose Your Grace Period, You will pay interest from the Transaction Date until the time that You regain the Grace Period for transactions of this type.

Guarantor – Means the person(s) who have executed the guaranty agreement for this Account and thereby have jointly and individually, absolutely and unconditionally, agreed to be personally liable for the full payment of all debts, obligations, liabilities on the Account, and undertakings of the Company now existing or later arising from the Company's acceptance and use of the Account.

Index Rate – The rate used for making variable rate adjustments to Your APR. The Index Rate is the Prime Rate as quoted in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the 28th day (or if the 28th day is not a business day, the next business day thereafter) of the prior calendar month. If *The Wall Street Journal (Eastern Edition)* is not published or the Prime Rate is not given on any of these dates, then the Index Rate will be determined by using the immediately preceding published Prime Rate for such date. If the Prime Rate is no longer available, SunTrust will choose a new index and notify You as required by applicable law. Index Rate changes will be effective on Your Billing Period that commences on or after the first day of the next succeeding month after the Index Rate is published. (For example, if a new Index Rate is published on June 28th, the new APR would be effective as of the first day of the Billing Period that commences July 1 or after). An Index Rate increase will increase the applicable APR, which may increase Your Minimum Payment.

Individual Billing Method – Each Cardholder's Account is treated as an individual Account and the Cardholder receives monthly Statements detailing such Cardholder's Card transactions.

Interest Charge – The cost of Your Credit on the Account as a dollar amount that SunTrust derives by applying Your DPR to the Average Daily Balance.

Items – Statements, sales drafts and/or payment instruments.

Joint Ownership Considerations – If a deposit **Account** (i.e. Protected **Account**) is jointly owned, any owner of BOTH the Business deposit **Account** AND the Business **Credit Card Account** (i.e. the Protector **Account**) may enroll in overdraft protection without the consent of the other owners of that deposit **Account**. However, any owner of either the Business deposit **Account** OR Business **Credit Card Account** may cancel overdraft protection without the consent of other owners. If a jointly owned Business deposit **Account** is enrolled in overdraft protection: (i) all Business deposit **Account** holders will be responsible for all overdraft protection advances regardless of which person writes a check or initiates a transaction that causes an overdraft (e.g. as a debit **Card** purchase); and (ii) all Business deposit **Account** holders authorize us to share information about the Protected **Account** with each owner of Protector **Account**, such as type of **Account** and partial **Account** number. We reserve the right to cancel, suspend, or change the terms or conditions of Your overdraft protection service at any time, for any reason.

Late Payment – A payment that You make that SunTrust does not receive before the Due Date.

Margin – The rate added to the Index Rate to determine Your APR.

Minimum Payment – The Minimum Payment due on Your Account as shown on Your Statement. The Minimum Payment equals the greater of (1) \$50.00 or (2) 2% of the New Balance, plus any past due Minimum Payment and any amount in excess of Your Credit Limit.

New Balance – The entire Balance of Purchases and Cash Advances outstanding on Your Account on the Closing Date, plus all accrued fees and Other Charges as of such date.

Other Charges – Charges to Your Account as described in the Other Charges Section of this Agreement and Your Card Mailer, including fees for: Annual Fee, Late Payment Fee*, Returned Payments*, Stop Payments*, Research*, Phone Payments*, and Overlimit Charge*.

**SunTrust will consider reversal of these Other Charges fees on open Accounts in good standing if circumstances warrant such consideration, such as Claims of Bank errors and other mitigating factors.*

Overdraft Advance – Credit SunTrust extends to You in the form of a loan from the Account to cover an overdraft on a deposit account that You designate at SunTrust. You must enroll in the SunTrust overdraft protection program to receive this form of Credit. Overdraft Advances are treated as Cash Advances for purposes of Interest Charges and transaction fees.

Personally Identifiable Information – Means the Company's information obtained by the Bank by virtue of the Bank's provision of the services requested by the Company under this Agreement including Cardholder names, addresses, telephone numbers, email addresses, Card information, Card numbers, Credit Limits, Account information and other personally identifying information.

PIN – Personal identification number that we will issue at Your request to give You access to ATMs and obtain Cash Advances while Your Account remains in good standing.

Promotional Balance – Credit SunTrust extends for an introductory and other designated Purchase or Balance Transfer transaction, subject to discounted fees and/or a different DPR than Your standard DPR for Purchases. Your use of a Promotional Offer from SunTrust results in a Promotional Balance.

Promotional Offer – An offer that SunTrust may extend to You from time to time with a Promotional Rate and, if applicable, other special terms including, but not limited to, promotional fees, to make Purchases or Balance Transfers or to obtain cash. Promotional Offers may be in the form of Convenience Checks or other access vehicles used to facilitate a promotional transaction.

Promotional Rate – The DPR applied to Promotional Balances.

Protected Account – An eligible SunTrust Business Checking Account, Savings Account, or Money Market Savings Account linked to this SunTrust Business Credit Card for overdraft protection.

Protector Account – Your SunTrust Business Credit Card Account.

Purchases – Credit SunTrust extends to You when You or an Authorized User use(s) the Card or Account to purchase goods, labor, insurance, or services through sellers and lessors that honor Your Card or Account for the purpose of completing a Purchase.

Returned Payment – A payment that You make that Your financial institution does not honor. If You have a Returned Payment, SunTrust will assess a fee in accordance with the terms of this Agreement. If SunTrust resubmits a Returned Payment and Your financial institution subsequently honors it, SunTrust may still assess a Returned Payment fee because Your financial institution originally returned the payment as unpaid. If Your financial institution returns a payment more than once, SunTrust will not charge more than one Returned Payment fee. If You make a new payment to SunTrust, however, and Your financial institution does not honor it, SunTrust will assess an additional Returned Payment fee.

Standard Payment Instructions – These instructions require You to pay Your Card Account bill as follows. Pay (1) in U.S. dollars, (2) not in cash, unless You pay at one of SunTrust's branches, (3) from a U.S. deposit account or cashier's check drawn on a U.S. financial institution, (4) without restrictive language (e.g., "payment in full") included or attached to the payment, and (5) not from a credit account that SunTrust provides You, such as a Convenience Check drawn on this Account. If You make payment in a paper form (like a check, money order, or cashier's check), You must include the payment coupon from Your Statement or write Your Card Account number on the payment. If SunTrust decides in the Bank's discretion to accept a form of payment that does not meet these Standard Payment Instructions, SunTrust does not waive the Bank's right to continue to require payments that comply with these instructions. If SunTrust decides to accept a payment that You make in a foreign currency, SunTrust will choose the conversion rate to apply. The date You mail the payment is different from the date the Bank receives the payment. The payment date is the date that the Bank receives Your payment in accordance with these Standard Payment Instructions. If You fail to comply with these Standard Payment Instructions, credit to Your Account for the payment may be delayed. This delay may result in additional charges, Other Charges, and possible suspension of Your Account. SunTrust also offers pay by phone. Contact SunTrust at **855.574.2423** to inquire about phone pay. Mailed payments should be sent to the address shown on Your monthly Statement.

Statement – SunTrust will send You a bill at the end of each Billing Period if Your Account has a Balance or any credit or debit activity, unless SunTrust has decided Your Account is uncollectible or has closed or suspended Your Account for collection proceedings against You. The Statement will tell You the total Balance that You owe the Bank as of the end of the last Billing Period. It will also tell You the Minimum Payment that You must pay the Bank by the stated Due Date.

SunTrust – Means (1) SunTrust Bank, the bank that is providing You Credit, and will include (2) any person(s) to whom the Credit is transferred or assigned; (3) any Covered Provider; (4) the parents, controlling persons, subsidiaries and affiliates of the companies in (1)-(3) above; (5) the successors and predecessors of the companies in (1)-(4) above; and (6) the officers, directors and employees of the companies in (1)-(5) above. SunTrust may also be referred to as "the Bank." Solely for purposes of the Arbitration Provision contained in this Agreement, the term "SunTrust" shall also apply to any third parties if You assert a Claim against such third parties in connection with a Claim You assert against SunTrust.

Termination Date – This is the last day a Promotional Rate will apply to a Promotional Balance. It will be the earlier of (1) the last day specified in the Promotional Balance offer or (2) the date when a Delinquency Triggering Event occurs. If the Promotional Rate changes because of a Delinquency Triggering Event occurrence, the APR/DPR will go to (a) the Purchases or Cash Advance (as applicable) APR/DPR after You fail to pay 1 Minimum Payment by its Due Date and then (b) the Default APR/DPR after You fail to pay 2 consecutive Minimum Payments by their Due Dates.

Trade Secrets – Mean Trade Secrets as defined under Georgia law, as amended from time to time, and will include without limitation and without regard to form, technical or non-technical data, a formula, a pattern, a compilation, a program, a software program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, non-public forecasts, studies, projections, analyses, all customer data of any kind, or a list of actual or potential customers or suppliers, business and contractual relationships, or any information similar to the foregoing which: (1) derives economic value, either actual or potential, from not being generally known and not being readily ascertainable by proper means to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Transaction Date – The Transaction Date of a Purchase is the sale date. The Transaction Date of a Balance Transfer, Cash Advance, or Overdraft Advance is the date that You request such a transaction.

Unauthorized Use – Means the use of a Card by a person other than You or an Authorized User who does not have actual, implied, or apparent authority for such use, and from which the Company, Cardholder, and/or Authorized User received no benefit, directly or indirectly.

You, Your, or Yours – Means the Company, and Cardholder, Authorized User, and/or Guarantor of the Account. This definition applies to these roles both individually and collectively.

SunTrust Business Cash Rewards Credit Card Terms and Conditions

Reference this guide for the SunTrust Business Credit Card Terms and Conditions. Information updated as of April 1, 2020.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	Prime Rate + 8.99% to Prime Rate + 15.99% Rate will be based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
Other APRs	Balance Transfer APR: Prime Rate + 8.99% to Prime Rate + 15.99% Cash Advance APR: Prime Rate + 19.99% Overdraft Advance APR: Prime Rate + 19.99% Your APR will be based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
Default (Penalty) APR and When It Applies	Prime Rate + 21.99% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases (Grace Period)	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. This Grace Period only applies to purchases not not your other transactions.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$.50.
Fees	
Annual Fee	None
Balance Transfer Cash Advance / Overdraft Foreign Transaction	\$5 or 3% of the amount of each transfer, whichever is greater. \$5 or 3% of the amount of each cash advance, whichever is greater. 3% of the transaction after conversion to US dollars.
Late Payment	\$19 if your New Balance is between \$20 and \$100; \$29 if your New Balance is between \$100.01 and \$1000.00; \$39 if your New Balance is between \$1000.01 and \$2000.00; \$49 if your New Balance is more than \$2000.00.
returned payment Over the credit line	\$32 \$35
Stop payment fee Research fee	\$32 \$3 per ticket/statement copy and \$20 hour of research time