



## Business Credit Card Agreement

## SunTrust Business Credit Card

### Table of Contents

#### SUMMARY OF KEY TERMS

#### AGREEMENT TERMS

Using the Account

Cardholder Use of the Card, Revocation and Cancellation

Costs

Payments

Amendment (Changes) and Assignment

Additional Information

Arbitration Provision

Definitions

#### SunTrust Business Credit Card Agreement

Each bolded word or phrase is defined in the definitions section at the end of this Agreement. A copy of the Agreement may be found online at <https://www.suntrust.com/SmallBusiness/BusinessBanking/BusinessCards/BusinessCreditCards>.

#### SUMMARY OF KEY TERMS

**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, (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.

What other important terms exist in the CA?

**Your liability for Unauthorized Use of the Card** - what to do/what happens if Your Card is stolen.

**Credit Limits, Authorization, and Convenience Checks** - spending limits/transaction authorization.

**Termination** - You or SunTrust can terminate or suspend Your Credit at any time with/ without cause.

**Sharing of Information** - how SunTrust safeguards Your information/how-when SunTrust may disclose Your information to others; refers to SunTrust's Privacy Statement.

**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.

**Defined Terms** - defines all essential terms used in the Card Agreement.

Interest Charges and Transaction Fees in General:

Cost on Purchases:

SunTrust will charge the Interest Charge (unless inapplicable because of the Grace Period) on Your Purchases from the transaction date.

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.

- 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) 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.

Costs on Cash Advances/Overdraft Advances:

SunTrust will charge the Interest Charge on Your Cash Advances from the date they are posted to Your Account.

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.

Costs on standard (non-Promotional Offer) Balance Transfers:

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.

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.

Costs on Promotional Offers:

Unless SunTrust informs you otherwise, SunTrust will charge the Interest Charge on Your Promotional Balances from the date they are posted to Your Account.

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.

Foreign Currency Transaction Fee on Non-U.S. Transactions:

- 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.

**Other Charges:**

**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.

**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.

**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.

**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.

**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.

**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.

**Minimum Interest Charges:**

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.

**SunTrust Business Credit Card Agreement**

Each bolded word or phrase is defined in the definitions section at the end of this Agreement. A copy of the Agreement may be found online at <https://www.suntrust.com/SmallBusiness/BusinessBanking/BusinessCards/BusinessCreditCards>.

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: **Interest Charge (Average Daily Balance for Purchases x no. days in Billing Period x 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: **Interest Charge (Average Daily Balance for Cash Advances x no. days in Billing Period x DPR) + 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 Advances** 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: **Interest Charge (Average Daily Balance for Balance Transfers x no. days in Billing Period x DPR) + 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 currency 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**.

#### 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**, **You** waive all notices and demands and agree to pay all costs and expenses and reasonable attorneys' fees (including allocated costs for in-house counsel and appeals, bankruptcy and insolvency proceedings) for the collection of sums due and owing under this **Agreement** and for any liability, loss, judgment, or demand which **SunTrust** may be subjected to or which **SunTrust** may incur in connection with any **Claim** arising from **Your** use of the **Card**. **YOU AGREE TO GARNISHMENT OF YOUR DISPOSABLE EARNINGS**. **You** authorize **SunTrust**, without notice or demand, to set-off against any of **Your** accounts with **SunTrust** and apply the same to any sums due and owing under this **Agreement**.

#### Amendment (Changes) and Assignment

**IMPORTANT NOTICE:** In accordance with applicable law, SunTrust may unilaterally change the costs of Credit 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 accordance with the communication method that **SunTrust** chooses - via email communication, regular mail to the **Company** at its last known address, posting of updated **Agreement** terms at <https://www.suntrust.com/SmallBusiness/BusinessBanking/BusinessCards/BusinessCreditCards>, and/or any other reasonable method of communication that **SunTrust** elects. The changes will be effective 15 days after notice is mailed and will apply to existing **Balances** and new transactions unless **SunTrust** provides otherwise in the notice. Use of the **Card** after the Effective Date constitutes acceptance of the amendment, addition and/or deletion. **SunTrust** has the right to **Assign SunTrust's** rights under this **Agreement** and any amount **You** owe to **SunTrust**. **You** do not have the right to assign or transfer **Your** rights under this **Agreement**.

#### 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** cannot exceed \$300 and **You** may receive up to 3 **ATM Cash Advances** within a 24 hour period. 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** (call toll free at 877.864.0197). 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 **Credit** and 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 were 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 (6) 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 WITH 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.

#### Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND SUNTRUST HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE ACCOUNT, ANY CREDIT TRANSACTION, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND SUNTRUST WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION AND THAT YOU AND SUNTRUST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

#### 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](http://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/SmallBusiness/BusinessBanking/BusinessCards/BusinessCreditCards>), 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**.

## 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 THAT YOU AND/OR SUNTRUST HAVE(HAS) AGAINST EACH OTHER ARE RESOLVED. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW.

If You do not reject this Arbitration Provision, for a Claim subject to arbitration, neither You nor SunTrust 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 Your Claim(s) 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.

Upon Your demand or SunTrust's demand, Claim(s) will be resolved by individual (not class or classwide) binding arbitration in accordance with the terms specified in the Arbitration Provision.

## Arbitration Provision Governing Law

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

## Class Action Waiver

Notwithstanding any other provision of this Agreement, if either You or SunTrust elect(s) to arbitrate a Claim, neither You nor SunTrust will have the right (1) 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 (2) to join or consolidate Claims with Claims of any other persons. No arbitrator will 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 SunTrust by a state or federal government agency, even when such agency is seeking relief on behalf of a class of borrowers, including You. This provision means that SunTrust will not have the right to compel arbitration of any claim brought by such an agency. You and SunTrust acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between us and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided, or found unenforceable, then this Arbitration Provision (except for this sentence) will 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. You and SunTrust acknowledge and agree that under no circumstances will a class action be arbitrated.

## Arbitration Procedures

If You or SunTrust elect(s) 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, a notice must be sent to SunTrust Bank Legal Department, Attn: General Counsel - Arbitration Election, Mail Code 0643, 303 Peachtree St., N.E., 36<sup>th</sup> 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 Provision and the Administrator's rules and procedures.

A single arbitrator will be appointed by the Administrator and, unless You and SunTrust agree otherwise, must be a practicing attorney with 10 or more years of experience or 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 and/or awarding damages or other relief, the arbitrator will follow the applicable substantive law (consistent with this Agreement 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 permitted by applicable law. The arbitrator will write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

## Arbitration Costs

SunTrust will always pay any fees or expenses (1) that SunTrust is required to pay by law or the Administrator's rules or (2) that SunTrust is required to pay for this Arbitration Provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Agreement, the Administrator's rules, or applicable law. The arbitrator will always award You Your reasonable attorneys' and expert witness fees and costs (1) if and to the extent You prevail on Claims You assert against SunTrust in an arbitration commenced by You or (2) to the extent required under applicable law for this Arbitration Provision to be enforced.

## Severability and Survival

If any part of this Arbitration Provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. This Arbitration Provision shall survive (1) any modification, extension or forbearance of or under this Agreement; (2) Your full repayment of the Credit; (3) any sale or transfer of the Credit; (4) any SunTrust legal proceeding to collect a debt that You owe; (5) any bankruptcy (except where prohibited by bankruptcy law); and (6) the termination of any relationship between You and SunTrust, including the termination of this Agreement.

## Effect of Arbitration Award

The arbitrator's award will 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 \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to **You** or **SunTrust** exceeding \$50,000, either **You** or **SunTrust** may, 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 will reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel will be by majority vote. Reference in this Arbitration Provision to "the arbitrator" will 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 Costs." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

## Right to Reject Arbitration Provision

**You** may reject this Arbitration Provision and therefore not be subject to being required to resolve any **Claim**, dispute, or controversy by arbitration. To reject this Arbitration Provision, **You** and only **You** personally, must send **SunTrust** written notice of **Your** decision so that **SunTrust** receives it at the address listed below within forty-five (45) days after the opening date of **Your Account**. Such notice must include a statement that **You** wish to reject this Arbitration Provision, along with **Your** name, address, **Account** number, and **Your** signature and must be mailed to the **SunTrust** Legal Department, Attention: Arbitration Rejection, Mail Code 0643, 303 Peachtree Street, N.E., 36<sup>th</sup> Floor, Atlanta, Georgia 30308. This procedure is the sole and only method by which **You** can reject this Arbitration Provision and any attempt to reject this Arbitration Provision by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. Rejection of this Arbitration Provision will not affect any remaining terms of this **Agreement** and will not result in any adverse consequence to **You** or **Your Account**. **You** agree that **SunTrust's** business records will be final and conclusive with respect to whether **You** rejected this Arbitration Provision in a timely and proper fashion. **This Arbitration Provision will apply to You and SunTrust and to Your Account unless You reject it by providing proper and timely notice as stated herein.**

## Disputed Charges

If **You** want to dispute a charge or think there is an error on **Your Statement**, write **SunTrust** at: Bank Card Division at P.O. Box 4910 Orlando, Florida 32802-4910. This address is different than the address **You** use to make **Account** payments.

## 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 eight (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., Visa® or MasterCard®).

**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 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. SunTrust may restrict the amount of Your Credit Limit that is available for Balance Transfers. 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 may require immediate payment of Your entire Account Balance and You will be in Default if (1) You fail to make any required payment on or before the payment Due Date, (2) You fail to pay any other obligation to SunTrust, (3) You violate any other terms of this Agreement or other credit account or loan (including mortgage loan) agreement that You have with SunTrust, (4) the total amount You owe exceeds Your Credit Limit, (5) A payment You make is rejected or cannot be processed, (6) attachment or garnishment or bankruptcy insolvency proceedings are initiated against You or Your property or You initiate bankruptcy insolvency proceedings, or SunTrust reasonably believes that Your ability to pay SunTrust is materially impaired, (7) You provide SunTrust with false, misleading or fraudulent information or a false signature, (8) You or an Authorized User makes illegal or improper use of any financial service under the Account, (9) You or an Authorized User continues to use an Account or Card that has been closed, or (10) the Company is sold, merged, or the majority ownership of the Company has transferred to any person and/or entity that did not have such majority ownership at the time 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.

**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 28<sup>th</sup> day (or if the 28<sup>th</sup> 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 28<sup>th</sup>, 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.

**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.

**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 will 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 and Yours** - Means the Company and any Cardholder, collectively.