

THIS TEXAS REGIONAL BANK BUSINESS CREDIT CARD TERMS OF ACCOUNT AGREEMENT is made and entered into as of the effective date set forth below by and between Texas Regional Bank, a Texas state bank ("TRB" or "Bank") and the company or business customer of Bank identified in the Application (the "Business").

1. **DEFINITIONS** The following terms shall have the following meanings:

- a. **Account** means TRB Business Credit Card account approved and created by TRB and under which VISA Business Credit Cards are issued to the Business and any of the Business's employees that the Business designates as Authorized Cardholders.
- b. **Agreement** means this Bank Business Credit Card Terms of Account Agreement and all Addenda from time to time executed by the parties and attached hereto, and all amendments to the foregoing.
- c. **Applicable Bankruptcy Law** means the United States Bankruptcy Code or any other present or future insolvency, bankruptcy, liquidation, conservatorship, reorganization or moratorium Governmental Requirement or other similar Governmental Requirements.
- d. **Authorized Cardholders** means, collectively, those designated owners, partners, members, officers, directors, agents and employees of the Business that the Business designates as an Authorized Cardholder.
- e. **Business Cards** means the VISA Business Cards and the numbers associated with the Business Cards issued by Bank to Authorized Cardholder(s).
- f. **Cardholder Agreement** means that Texas Regional Bank - Business Card Cardholder Agreement will be provided to each Authorized Cardholder at card issuance and which governs the use of the Business Cards, as amended from time to time.
- g. **Governmental Authority** means the United States, the state, the county, the city or any other political subdivision in which the Business is located, and any court or political subdivision, agency or instrumentality having jurisdiction over the Business, domestic or foreign.
- h. **Governmental Requirements** means all constitutions, statutes, laws, ordinances, rules, regulations, orders, writs, injunctions or decrees of any Governmental Authority applicable to the Business.
- i. **Indebtedness** means, as to Business at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP: (i) all obligations of the Business for borrowed money and all obligations of Business evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (ii) all direct or contingent obligations of the Business arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments; (iii) all obligations of the Business to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business that are not past due); (iv) indebtedness (excluding prepaid interest thereon) secured by a lien on property owned or being purchased by the Business (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness will have been assumed by Business or is limited in recourse; (v) any overdrafts and overdraft.
- j. **Material Adverse Change** means (a) a material adverse change in, or a material adverse effect upon, the operations, business, prospects, properties, assets, liabilities (actual or contingent) or condition (financial or otherwise) of the Business; (b) a material impairment of the ability of the Business to perform its obligations under this Agreement or the Cardholder Agreement; (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Business of this Agreement or the Cardholder Agreement; or (d) a material restatement or revision of a financial statement pursuant to an audit.
- k. **Program** means the Business Credit Card program administered by Bank as set forth in this Agreement and the Cardholder Agreement.
- l. **Program Administrator** means, individually and collectively, one or more owners, partners, members, officers, directors, agents and employees of the Business who are designated by the Business as its duly authorized representative and as Bank's primary point of contact to assist Bank in the administration of the Account and the Cards.
- m. **Public Record Law** means any state's law which provides that Business's contracts are open and available to the public.
- n. **Unauthorized Charge** means a charge or transaction made by an Authorized Cardholder to a Business Card that (i) has not been authorized by the Business or the Authorized Cardholder, and (ii) that has been accepted and processed by a merchant having the technology capable of determining and confirming that the charge did not meet the parameters established by the Business for authorized charges.

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2. BUSINESS CREDIT CARD ISSUANCE AND RENEWAL

- a. This is an Agreement for a revolving business credit card Account established pursuant to Texas Finance Code Chapter 346, for which the Business will be billed for all charges fees in accordance with Section 7 of this Agreement. In addition to this Agreement, the use of the Business Credit Cards will be governed, and Business hereby agrees to be bound by, the terms and conditions of the separate Cardholder Agreement which is made available to the Business and all Authorized Cardholder(s) at Business Card issuance.
- b. During the term hereof, and subject to the terms and conditions of this Agreement, Bank agrees to provide the Business with the Account and to issue Business Credit Cards to Authorized Cardholders as either designated by the Program Administrator in the Administrative Portal or as designated by in writing by the Program Administrator to Bank by the in the separate "Authorized Cardholder Form" made available to the Business by Bank.
- c. Bank shall issue a Business Card to each Authorized Cardholder designated by the Business, provided that (i) each such designated Authorized Cardholder has a business or commercial purpose for the Business Card, and (ii) an Authorized Cardholder Card issuance request has been made by a Program Administrator in the form required by Bank.
- d. Each Business Card shall be valid for the term indicated thereon, unless such Business Card has been canceled by Bank pursuant to the provisions of this Agreement, the Cardholder Agreement or at the request of the Business.
- e. Bank acknowledges the ability of the Business to cancel the Business Card issued to any one or more Authorized Cardholder(s), at Business's discretion upon proper notice to Bank; provided, however, the Business shall take all reasonable actions necessary to retrieve the Business Card issued to Authorized Cardholder and shall immediately destroy the retrieved Business Card.
- f. The Business acknowledges that as part of Bank's legal compliance and loss prevention program, if at any time Bank suspects that one or more Business Cards, or the Account, may be subject to irregular, unauthorized, fraudulent or illegal or unlawful activities, Bank may temporarily suspend transactions (i) on one or more Business Cards, (ii) for the Account as a whole, or (ii) both (i) and (ii) while Bank investigates such activities without any liability to the Business or any Authorized Cardholder and until such time as Bank is able to complete investigation of such suspected activities. If Bank enacts such temporary suspension, Bank will inform the Business of such temporary suspension if Bank is allowed to provide notification under applicable law, and the Business agrees to fully cooperate and provide information to Bank regarding such investigation. Bank will also inform the Business at the conclusion of any investigation and will inform the Business when individual Business Card activities or the Account is no longer suspended. The Business understands that it is applying on its own behalf and not on behalf of any parent, subsidiary or affiliated entities.

3. COMMERCIAL PURPOSE

The Account and all Business Cards issued to Authorized Cardholders are only for the purpose of purchasing goods and/or services and other related expenses to be used for business or commercial purposes by Authorized Cardholders on behalf of the Business. The Business agrees not to use any Business Cards for payroll purposes (including, but not limited to, salary payments, bonus payments or any other form of compensation). The Business further agrees not to use or permit anyone to use any Business Cards to purchase goods, and/or services for personal, family or household purposes. The Business understands that this representation and warranty by Business that none of the Business Cards will be used for personal, family or household purposes means that important duties imposed upon Bank in certain consumer transactions, and important rights conferred upon a consumer pursuant to applicable federal and state laws, will not apply to the Business Cards. The Business also understands that Bank will be unable to determine whether any given purchase conforms to this commercial use restriction, and the Business agrees that a breach of this restriction will not affect Bank's right to enforce the Business's promise to pay for the credit extended to the Business under the Account, including finance charges and other fees and charges, or to use any legal remedy available to Bank even if that remedy would not have been available had the Account or the Business Cards been established as a consumer credit account.

4. ONLINE SERVICES

- a. **Administrative Portal:** The Business will have access to the Bank's online card management administrative portal (the "Administrative Portal") which is available at www.ezbusinesscardmanagement.com. The Administrative Portal is an Internet-based offering that enables the Business to perform administrative functions (e.g., searching for Authorized Cardholders, enrolling Authorized Cardholders, resetting an Authorized Cardholder's password, suspending or revoking an Authorized Cardholder's access, making payments on an Authorized Cardholder's behalf and accessing an Authorized Cardholder's account data). The Business understands and accepts the risks inherent in the use of the Internet for the Administrative Portal, including the potential for the risk of loss. Except as may otherwise be provided in Section 16 of this Agreement, Bank is not responsible for any loss associated with the Business's use of the Administrative Portal.
- i. Use of the Administrative Portal will require a user name and password. The Business acknowledges that Bank is entitled to rely on the use of the user name and password as authorization for any activity conducted through the Administrative Portal. The password the Business selects is for its use and protection. The Business agrees to: (i) not disclose the password or otherwise make it available to anyone else; and (ii) be liable for the password and for its use as described in the Agreement.
- ii. If the Business permits any person other than the Program Administrator to make use of the Administrative Portal to perform any duty or responsibility of the Program Administrator, the Business will have authorized that person to act as a Program Administrator. The Business will be responsible for all activities authorized by that additional or new Program Administrator using the Administrative Portal. In addition, the Business must execute and deliver to Bank proper documentation authorizing this additional or new Program Administrator to act for and on behalf of the Business, and the Business must provide such other documentation as may be requested by Bank.
- iii. Bank may also make other information and required forms regarding the Account available outside of the Administrative Portal upon Bank's notice or instructions to the Program Administrator or Business.
- b. **Authorized Cardholder Portal:** The Business's Authorized Cardholder(s) who have been properly credentialed and enrolled by the Business will have access to the eZCard online card portal (the "Authorized Cardholder Portal"), which is available at www.ezcardinfo.com. The Authorized Cardholder Portal is an Internet-based offering that enables Authorized Cardholder(s) to review card-related information, transaction histories and, if applicable, set up Alerts (defined below). The Business acknowledges that the Authorized Cardholder Portal will only be accessible from supported web browsers. Bank shall have the right to refuse access to the Authorized Cardholder Portal to any Authorized Cardholder in Bank's sole discretion.
- i. Use of the Authorized Cardholder Portal will require a user name and password. The Business acknowledges that Bank is entitled to rely on the use of the user name and password as authorization for any activity conducted through the Authorized Cardholder Portal. The password the Authorized Cardholder selects is for his or her use and protection. Each Authorized Cardholder must agree to: (i) not disclose the password or otherwise make it available to anyone else; and (ii) be liable for the password and for its use as described in the Agreement.
- c. **Alerts:** If selected to be enabled by the Program Administrator, alerts ("Alerts") will be sent regarding Business Cards via email or text in accordance with the Program Administrator's instructions. Once the Program Administrator selects an Alert, that Alert will be activated for all Business Cards issued under the Account until the Program Administrator decides to turn that Alert off. Alerts may be used with a specified number of mobile devices and network operators, which devices and operators are subject to change from time to time. The Business acknowledges that due to device limitations, network constraints and other factors, Alerts may not run on or otherwise be compatible with all devices or operator networks. A telecommunications provider may require the Business to agree to additional terms in order for Alerts to continue to be available through such operator's network. The Business will be deemed to accept such additional terms by having Authorized Cardholders enroll in or continue to use Alerts with availability for Alerts through such operator's network. Bank shall have no liability whatsoever for any delays or delivery failures of any Alerts due to circumstances beyond Bank's control, including delivery or failure to deliver such Alerts by Bank's third party service providers.

5. BILLING PROCEDURES

- a. **Billing Requirements:** The Business shall be liable for all charges made to each Business Card requested by the Business. Except for a proven Unauthorized Charge, the Business shall pay Bank the minimum monthly payment for charges made to each Authorized Cardholder's Business Card within the monthly billing cycle. Except as provided herein, Bank shall have no duty or obligation to inquire into the nature of any transaction charged by any Authorized Cardholder (e.g., whether such transaction was for a business or personal use). Automatic payment from a TRB bank account is required as a condition of participating in the Program.
- b. **Billing Statement:** The Business's monthly billing statement reflecting all transactions, purchases, cash advances, interest charges, fees, and any other charges pursuant to this Agreement for the prior monthly billing period will be made available within the Administrative Portal and will also be sent to the Business (to the Program Administrator's attention) by physical mail. Such statements shall be deemed correct and accepted by the Business unless the Business notifies Bank to the contrary in writing within 60 days of Bank making such statement available to the Business.
- c. **Billing Cycle:** The billing cycle for the Account will be monthly.
- d. **Automatic Billing:** The Business hereby authorizes Bank to automatically deduct the minimum monthly payment due from the following TRB bank account:

Account Styling: _____
Account Number: _____
Routing Number: 114000093

6. PROGRAM ADMINISTRATOR

Upon signing this Agreement, the Business shall designate one or more Program Administrator(s) to assist Bank in the administration of the Program. Such Program Administrator(s) are hereby designated by the Business as its duly authorized representative and as Bank's primary point of contact with respect to the Account and Business Cards. The Business agrees that all actions of the Program Administrator may be relied upon by Bank as the duly authorized actions of the Business. The Business may change its designated Program Administrator or authorize one or more additional Program Administrators at any time upon written notice from a duly authorized officer or representative of the Business to Bank at the address listed below. In addition to any other duties listed elsewhere in this Agreement, as well as any other duties reasonably requested by Bank, the Program Administrator shall undertake the following duties on behalf of the Business:

- a. The Program Administrator shall have responsibilities regarding the administration, monitoring and oversight of the Business's Account, including, without limitation: to request that Bank issue Business Cards to any designated Authorized Cardholder; to increase or decrease Authorized Cardholder credit limits; to suspend Authorized Cardholder accounts; to order or block cash advances, wire transfers and convenience checks; to perform any other maintenance activity and to ensure that the total number of Authorized Cardholders does not exceed the Business's total number of employees at any time.
- b. The Program Administrator shall be familiar with all aspects of the Account and the Business Cards, including, but not limited to, Account procedures, number and status of Business Cards, employment status of Authorized Cardholders, notice requirements, any disputed transactions, Authorized Cardholder credit limits, statement cycles, billing and payment procedures, general program parameters and status of delinquent charges.
- c. The Program Administrator shall advise Bank of any Authorized Cardholder's termination of employment.
- d. The Program Administrator is responsible for reporting lost or stolen Business Cards in accordance with Section 13.a.vii. below.
- e. The Program Administrator shall take all reasonable actions necessary to retrieve Business Cards issued to Authorized Cardholders whose employment has terminated. Such Business Cards shall be immediately destroyed.
- f. The actions of the Program Administrator shall be deemed the actions of the Business under this Agreement.

7. INTEREST RATE AND FEES:

The Business shall pay Bank the fees and charges set forth below. The Business acknowledges that Bank has based the fees and charges upon the projections given by the Business regarding transaction volume, average ticket amount, number of Business Cards, maximum approved credit limit for the Account requested, reporting product selected and frequency of payment. Fees and rates may be subject to change from time to time by Bank upon thirty (30) days prior written notice. The information about fees and charges is accurate as of the effective date of this Agreement.

INTEREST RATE AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	10.1% This APR will vary with the market based on the Prime Rate
APR for Cash Advances	15.1% This APR will vary with the market based on the Prime Rate
Penalty APR and When it Applies	18.00% This APR may be applied to your account if you have two (2) or more late payments occur within a six (6) month period.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after close of each billing cycle. We will not charge you interest on purchases if you pay the entire balance by the due date each month.
Minimum Interest Charge	If you are charged periodic interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To Learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
FEES	
Annual Fees	None
Transaction Fees <ul style="list-style-type: none">Cash AdvanceForeign Fees	<p>Either \$2 or 2% of the amount of each advance, whichever is greater.</p> <p>VISA will assess a fee of 1% of the U.S. dollar amount (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States.</p>
Penalty Fees <ul style="list-style-type: none">Late Payment FeeOver-the-Credit Limit	<p>The lesser of \$15 or 5% of past due amount.</p> <p>Up to \$28 for the first occurrence. Otherwise, up to \$30</p>
Other Fees <ul style="list-style-type: none">Rush Card Fee	\$35 per card upon customer's request

- a. **How We Will Calculate Your Balance:** Business shall pay interest charges as shown for all Business Cards on the Account's monthly statements, for each billing period in which there is a cash advance or the previous balance is not paid in full prior to the closing date of the billing statement. For cash advance fees, please see the "Interest Rates – Interest Charges – Fees" disclosure table above. We figure the interest charges on your Account by applying the monthly periodic rate to the entire "Balance Subject to Interest Rate." The additional charge for cash advances shall not apply to any cash advance obtained under a separate credit agreement with the Business and written in connection with this Agreement. The "Balance Subject to Interest Rate" is the "average daily balance," of the Account (including current transactions). To get the "average daily balance," we take the beginning balance of the Account each day, add any new cash advances, credit purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid interest charges. This gives us the daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance." Interest charges for credit purchases begin on the date the purchase is posted to the Account unless the previous balance shown on the statement is paid in full prior to the closing date of the statement. Credit purchases made during the statement period and the previous balance will be excluded from the calculation of the "Average Daily Balance" if the previous balance shown on the front of the statement was paid in full prior to the closing date of the statement. The interest charges for cash advances begin on the date the advance is posted to the Account. Business may avoid additional interest charges on an account by paying in full the new balance shown on the account's monthly statement within 25 days after the closing date for that statement.
- b. **Variable Annual Percentage Rate:** The current monthly periodic rate and corresponding "Annual Percentage Rate" ("APR") for new accounts are disclosed on the "Interest Rates – Interest Charges – Fees" disclosure table above. Your APR will vary with the market when the Prime Rate changes. For each billing period, we use the Prime Rate published in the Money Rates column of the Wall Street Journal ("Index Rate") plus a margin. If the Wall Street Journal does not publish the Prime Rate or it is otherwise unavailable, we will select a similar reference rate that we believe, in our sole discretion, to be similar to the Prime Rate. Any new rate will be applied as of the first day of your billing cycle following the Prime Rate change ("Change Date") plus a margin ("Index Rate"). For more information on current margin(s), please refer to the "Interest Rates – Interest Charges – Fees" disclosure table above. The monthly Periodic Rate is 1/12th of the APR. Beginning on the date an adjustment in the rate is effective and until the next Change Date, the monthly Periodic Rate, then in effect, will be applied to the balance in the account to determine the interest charges. An adjustment in the monthly Periodic Rate and corresponding APR will apply both to the outstanding balances in the account and to new cash advances, (including any balance transfers from other credit card accounts), credit purchases, and other charges. An increase or decrease in the Index Rate will cause and increase or decrease in the monthly Periodic Rate and corresponding APR and may increase the amount and number of minimum payments.
- c. **How We Will Calculate Your Variable APRs:** Your APR will vary with the market when the Prime Rate changes. For each billing period, we use the Prime Rate published in the Money Rates column of the Wall Street Journal. If the Wall Street Journal does not publish the Prime Rate or it is otherwise unavailable, we will select a similar reference rate that we believe, in our sole discretion, to be similar to the Prime Rate. Any new rate will be applied as of the first day of your billing cycle following the Prime Rate change. If the Prime Rate increases or decreases, this will cause the APR and periodic rate to fluctuate resulting in increased or decreased interest charges and minimum payments on this account.
- d. **Prime Rate:** Variable APRs are based on the 3.5% Prime Rate as of March 17, 2022.
- e. **Purchase APR:** For Purchase transactions, we add a Margin of 6.65% to the Prime Rate of 3.5%. The Purchase APR may increase or decrease each month if the Prime Rate changes, but will not exceed the maximum rate of 18.00%. The Monthly periodic rate of FINANCE CHARGES will be no less than 0.00% and no greater than 1.50%.
- f. **Cash APR:** For Cash transactions, we add a Margin of 11.65% to the Prime Rate of 3.5%. The Cash APR may increase or decrease each month if the Prime Rate changes, but will not exceed the maximum rate of 18.00% The Monthly periodic rate of FINANCE CHARGES will be no less the 0.00% and no greater than 1.50%.
- g. **Military Lending APR:** Effective October 1, 2017, Federal law provides important protections to members of the Armed Forces and their dependents relating to extension of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36.00%. This rate must include, as applicable to the credit transaction or account the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charges (other than certain participation fees for a credit card account).
- h. **Additional Fees:** Additional fees related to the Business Card are disclosed on the "Interest Rates – Interest Charges – Fees" disclosure table above

8. CREDIT LIMIT:

Bank will establish an approved maximum credit limit for Business's Account.

- a. All amounts charged to the Business Cards together with any fees and charges owed to Bank by the Business in connection with the Account, may not exceed, in the aggregate, the approved maximum credit limit unless Bank in its sole discretion authorizes such charges.
- b. Bank may, at any time in its sole discretion, increase the amount of the Business's maximum approved credit limit for the Account temporarily or for an extended period without prior notice. Bank may, at any time in its sole discretion, decrease the amount of the Business's maximum approved credit limit for the Account upon 30 days' prior written notice to the Business and the Business's or any Authorized Cardholder's continued use of the Account or the Business Cards shall constitute Business's agreement to such approved credit limit decrease; provided, however, that the Business may elect to terminate this Agreement by written notice to Bank during such 30 day notice period; provided, further, the Business agrees that if any amounts are outstanding on the Business Cards which exceed the adjusted maximum approved credit limit for the Account, the Business will immediately pay Bank such excess amounts. Notwithstanding the foregoing, Bank shall have the right immediately, and without notice, to decrease the amount of the Business's maximum approved credit limit for the Account temporarily or for an extended period if there is a material change in the Business's credit and/or risk analysis criteria as determined by Bank in its sole discretion.
- c. The Business consents to Bank's investigation of its credit history, and authorizes Bank to obtain updated credit bureau or similar reports on the Business from time to time to release information to, and respond to inquiries from, third parties regarding the existence, status and history of the Account. From time to time, Bank may request, and the Business shall produce in a timely manner (not to exceed 30 days), financial records relating to the financial condition of the Business.

Approved Business Credit Card Limit: _____

9. REWARDS PROGRAM:

Bank may offer Business Cards on which the Business and Authorized Cardholders are eligible to earn certain rewards. If the Business selects the type of Account and Business Cards that is eligible for such rewards program, the details and conditions of such Business Card rewards program shall be set forth in a separate "Texas Regional Bank - Bank Business Card Rewards Program Terms and Conditions" agreement that Bank shall provide to the Business.

10. TERM OF AGREEMENT AND RENEWAL:

This Agreement shall remain in full force and effect until terminated by either party as herein set forth. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' prior written notice.

- a. All Business Cards shall be deemed canceled effective upon termination of this Agreement or as otherwise provided herein, and all amounts outstanding under such Business Cards shall automatically become immediately due and payable in full by the Business without further notice.
- b. Notwithstanding the foregoing, Bank shall have the right to terminate this Agreement immediately, and without notice, upon the occurrence of any one or more of the following events, each an "Event of Default", whereupon the obligations of the Business arising hereunder and/or under the Business Cards shall automatically become immediately due and payable in full (except as otherwise provided by law):
 - i. The failure, refusal or neglect of the Business to pay when due any part of the balance or any present or future Indebtedness, obligations or liabilities of the Business to Bank arising pursuant to this Agreement or otherwise, and any renewals, extensions, increases, or amendments thereof, or any part thereof, regardless of whether such Indebtedness, obligations and liabilities are direct, indirect, fixed, contingent, liquidated, unliquidated, joint, several or joint and several and including interest and fees that accrue after the commencement by or against the Business of any proceeding under Applicable Bankruptcy Laws naming the Business as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.
 - ii. The failure of the Business to timely and properly observe, keep or perform any term, obligation, covenant, agreement or condition required under this Agreement.

- iii. Any representation or warranty contained in this Agreement, or in any other document ever delivered or furnished by the Business to Bank in connection with this Agreement, is or proves to have been false, misleading, erroneous or breached in any material respect.
- iv. If the Business: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to or is unable to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of the Business, either in a proceeding brought by the Business or in a proceeding brought against the Business and such appointment is not discharged or such possession is not terminated within 60 days after the effective date thereof or the Business consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the Applicable Bankruptcy Laws or an involuntary petition for relief is filed against the Business under any Applicable Bankruptcy Law, or an order for relief naming the Business is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by the Business; (v) fails to have discharged within a period of 30 days any attachment, sequestration or similar writ levied upon any property of the Business; or (vi) fails to pay within 30 days any final money judgment against the Business.
- v. The dissolution, liquidation, termination or forfeiture of right to do business of the Business, or if the Business is an individual, the death or disability of the Business.
- vi. The occurrence of a Material Adverse Change.
- vii. Any agreement or any provision hereof ceases to be in full force and effect; or the Business or any other person contests the validity or enforceability of this Agreement or any provision hereof; or the Business denies that it has any or further liability or obligation under this Agreement, or purports to revoke, terminate or rescind this Agreement or any provision thereof.
- viii. The Business fails to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between the Business and Bank.
- ix. A change in the ownership or control of the Business, or a sale of all or substantially all of the Business's assets. Nothing contained in this Agreement will be construed to limit the events of default enumerated in any of the other agreements and all such events of default will be cumulative.

11. REPORTING:

Bank will, either directly or indirectly through its third party vendors, receive data from the transactions made with the Business Cards and deliver such data to the Business, including through the Administrative Portal. Bank shall have no responsibility or liability for the capture, transmission, grouping, reporting, categorizing or any other act performed or required to be performed in connection with the foregoing data that Business's vendors are transmitting at the physical, ecommerce or mobile point of sale.

12. BUSINESS REPRESENTATIONS AND WARRANTIES:

The Business hereby represents and warrants to Bank as follows:

- a. **Existence, Power, Compliance with Governmental Requirements:** The Business: (i) is duly organized, validly existing and in good standing, if applicable, under the Governmental Requirements of the jurisdiction of its organization and all other states where it is doing business; (ii) has all requisite power and authority to execute, deliver and perform this Agreement; and (iii) is in compliance with all Governmental Requirements.
- b. **Binding Obligations:** The execution, delivery, and performance of this Agreement and the Business Card Cardholder Agreement by the Business has been duly authorized by all necessary action by the Business and constitutes legal, valid and binding obligations of the Business, enforceable in accordance with their respective terms, except as enforcement of remedies may be limited by Applicable Bankruptcy Laws.
- c. **No Consent:** The execution, delivery and performance of this Agreement and the Cardholder Agreement does not: (i) conflict with, result in a violation of, or constitute a default under (1) any provision of its charter or organizational documents, or other instrument binding upon the Business, (2) any Governmental Requirements or (3) any contract, agreement, document or instrument to which the Business is a party; or (ii) require the consent, approval or authorization of or notice to or filing with any third party, not otherwise obtained and delivered to Bank.

- d. **Taxes; Governmental Charges:** The Business has timely filed all federal, state and local tax reports and returns required by any Governmental Requirement to be filed, including, without limitation, all income, franchise, employment, property and sales tax returns, and has duly paid all its liabilities for taxes, assessments, governmental charges and levies that are due and payable. To the best of the Business's knowledge, there is no pending investigation or audit of the Business by any taxing authority. Furthermore, to the best of the Business's knowledge, there is no pending but unassessed tax liability of the Business, or any unresolved questions or claims concerning any tax liability of the Business.
- e. **No Default:** The Business is not in default under or with respect to any contractual obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Change.
- f. **Suits, Actions, Etc.:** There are no investigations, actions, suits or proceedings pending or to the knowledge of the Business threatened before or by any Governmental Authority or arbitration authority against or affecting the Business, or involving the validity, enforceability or priority of this Agreement. The Business is not, and the performance or satisfaction of any of the terms or conditions hereof, will not cause the Business to be, in violation of or in default with respect to any Governmental Requirement or in default under any mortgage, deed of trust, lease, promissory note, loan agreement, credit agreement, partnership agreement or other agreement or restriction to which the Business is a party or by which the Business may be bound or affected.
- g. **Insurance:** The Business is insured with financially sound and reputable insurance companies that are not affiliates of the Business, in such amounts, with such deductibles and covering such risks required by Bank and in the absence of such requirements, as are customarily carried by companies engaged in similar businesses in localities where the Business operates.
- h. **Intellectual Property:** The Business owns, or possess the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses, slogans, other advertising products and processes and other intellectual property rights that are reasonably necessary for the operation of its business, without conflict with the rights of any other person. To the best knowledge of the Business, no slogan or other advertising product, process or other material now used by the Business infringes upon any rights held by any other person.
- i. **Patriot Act:** All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") and in other statutes and all orders, rules and regulations of the United States government and its various executive department, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are hereinafter collectively referred to as the "Patriot Rules" and are incorporated into this section of the Agreement. The Business represents and warrants to Bank that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such Person. The Business further represents and warrants to Bank that the Business and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this Agreement on behalf of any Person named as a Specially Designated National and Blocked Person. The Business hereby agrees to defend, indemnify and hold harmless Bank from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. BUSINESS LIABILITY:

- a. The Business shall be solely liable for the payment of all charges incurred in the use of Business Cards, including, without limitation, fraud charges relating to lost and stolen Business Cards, if such fraud charges relate to:
 - i. Duplicate Business Cards issued in the same Authorized Cardholder's name;
 - ii. Authorized Cardholder allows another person to utilize the Business Card whether for business or personal purposes;
 - iii. Authorized Cardholder mishandles the Business Card; or
 - iv. Charges which benefit the Authorized Cardholder and/or Business directly or indirectly.
- The Business shall not be liable for the payment of charges incurred in the use of Business Cards if such charges relate to:
- v. Charges waived pursuant to VISA's liability waiver program, as may be applicable;
 - vi. Business Card transactions after the original closure request date for a Business Card where the request by the Business was made in accordance within the terms of this Agreement during normal business hours and Bank has had reasonable time to act upon such closure request; or
 - vii. The use of a lost/stolen Business Card if the Business Card is reported lost or stolen via telephone to 866-604-0381 as provided in this Agreement within twenty-four (24) hours after the Business, including the Authorized Cardholder, learns of the loss or theft of the Business Card; provided that if the Business Card is not reported lost or stolen within such time frame, the Business shall be liable for all charges associated with the lost or stolen Business Card until the date the Business notifies Bank of such loss or theft.

14. ASSIGNMENT:

The Business may not sell, assign or transfer this Agreement or any part thereof without the prior written consent of Bank. Bank may, without the consent of the Business, assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Bank or its parent), or any affiliate (of Bank or its parent) or to any other party pursuant to a merger, acquisition, consolidation or reorganization.

15. NOTICES:

All notices hereunder shall be in writing and shall be deemed duly given when personally delivered, when delivered by recognized overnight courier, or, three days after mailing if sent by certified or registered United States mail, return receipt requested, postage prepaid, to the appropriate party at the address set forth below or at such other address as the applicable party may indicate from time to time in writing. Notice hereunder shall be sent:

IF TO TEXAS REGIONAL BANK	IF TO BUSINESS
Texas Regional Bank Business: PO BOX 6818 Carol Stream, IL 60197-6818	Business: _____ Attention to: _____ Street Address: _____ City/State/Zip: _____

16. CONFIDENTIALITY:

Bank and the Business will keep strictly confidential and will not use or disclose to any third party or to any employee, officer, director or agent (except on a need to know basis) for any purpose whatsoever (other than as contemplated herein or for a business evaluation of the Program performed by either party) all or any portion of the contents of the Account, including but not limited to, any of the terms of conditions of or other facts concerning the Account and any written or oral information furnished by Bank or by the Business which is either nonpublic, confidential or proprietary in nature unless such use or disclosure is mutually agreed upon in writing by the Business and Bank; provided, however, the Business understands and acknowledges that affiliates of Bank and third party vendors of Bank will assist in implementation of, maintenance of, and provision of various services under the Account. In the event the Business is subject to a Public Record Law, or any request for disclosure under any other law or court order, the Business shall comply with the provisions of this Confidentiality Section only to the extent that such compliance is in accordance with the applicable Public Record Law, or any other law or court order.

17. INDEMNITY:

The Business agrees to defend indemnify and hold harmless Bank, its officers, directors, agents and employees, from and against all claims by third parties and all costs (including reasonable attorneys' fees and costs), expenses and liabilities incurred by Bank in connection with such claims, arising from or as a result of the establishment of the Account (including, without limitation, the issuance of accounts and/or the cancellation thereof and actions arising in connection with its use of Online Services identified in Section 4 above), provided that such claims are not the result of, or connected with, the gross negligence or willful misconduct of Bank or the violation by Bank of any law or regulation relating to credit cards. If Bank is seeking indemnification under this Indemnity Section, Bank shall provide prompt notice to the Business of any claims, and Bank will provide all reasonable assistance sought by the Business in connection with the defense of any such claims.

18. PERSONAL GUARANTY:

If Bank determines that the Authorized Officer completing the Application must provide a personal guaranty in order for Bank to approve, open and activate the Account, Bank will provide the Authorized Officer with such personal guaranty and the Authorized Cardholder shall deliver such completed and executed personal guaranty to Bank. If Bank requires such personal guaranty and the Authorized Cardholder fails to deliver same, Bank may, in its sole and absolute discretion, either refuse to enter into this Agreement and refuse to open the Account and issue Business Cards to Authorized Cardholders, or immediately terminate this Agreement and the Account in accordance with Section 10 of this Agreement.

19. ERROR RESOLUTION:

If the Business or an Authorized Cardholder believes a billing statement is wrong, or if the Business or an Authorized Cardholder needs more information about a transaction on a billing statement, the Business must write to Bank at: Texas Regional Bank PO BOX 6818 Carol Stream, IL 60197-6818. The Business must write to Bank as soon as possible. Bank must hear from the Business no later than 60 days after Bank sent the first billing statement on which the error or problem appeared. The Business can telephone Bank, but doing so will not preserve the Business's rights. In the letter, the Business must give us the following information:

- a. Business's name, Authorized Cardholder's name, and Business Card number.
- b. The dollar amount of the suspected error.
- c. Describe the error and explain, if possible, why the Business believes there is an error. If the Business needs more information, it should describe the transaction it is not sure about.

Bank must acknowledge the letter sent by the Business within 30 days, unless Bank has corrected the error by then. Within 90 days, Bank must either correct the error or explain why Bank believes the billing statement was correct. After Bank receives the letter from the Business, Bank cannot try to collect any amount the Business questions, or report the Business as delinquent. Bank can continue to bill the Business for the amount the Business questions, including finance charges, and Bank can apply any unpaid amount against the credit limit of the Business. The Business does not have to pay any questioned amount while Bank is investigating, but the Business is still obligated to pay the parts of the billing statement that are not in question. If Bank finds that it made a mistake on the billing statement, the Business will not have to pay any finance charges related to any questioned amount. If Bank did not make a mistake, the Business may have to pay finance charges, and the Business will have to make up any missed payments on the questioned amount. In either case, Bank will send the Business a statement of the amount owed and the date that it is due. If the Business fails to pay the amount that Bank thinks it owes, Bank may report the Business as delinquent. However, if Bank's explanation does not satisfy the Business and the Business writes to Bank within ten days telling Bank that the Business still refuses to pay, Bank must tell anyone that Bank reports the Business to that the Business has a question about the billing statement and Bank must tell the Business the name of anyone Bank reported the Business to. Bank must also tell anyone Bank reports the Business to that the matter has been settled between Bank and the Business when it finally is. If Bank does not follow these rules, Bank cannot collect the first \$50 of the questioned amount, even if the billing statement was correct.

20. MISCELLANEOUS

- a. **Relationship:** Nothing contained in this Agreement shall be construed to create any relationship for brokerage, agency, joint venture, partnership or employment between Bank and the Business.
- b. **No Implied Waivers:** The rights of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.
- c. **Remedies:** In the event that either party breaches or violates any of the obligations contained in this Agreement, and in addition to the rights and remedies otherwise provided in this Agreement, the other party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation, termination of this Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.
- d. **Complete Agreement; Amendments:** This Agreement, together with the Cardholder Agreement, constitutes the complete understanding between the parties hereto with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. In the event of any inconsistency between this Agreement and any other agreements or documents relating to the transactions contemplated herein, this Agreement shall control. No alteration, amendment or modification of any of the terms and provision in this Agreement shall be valid unless made pursuant to an instrument in writing signed by the parties hereto.
- e. **Successors and Assigns:** All the terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- f. **Severability:** The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.