

This Business Credit Card Agreement ("Agreement") includes this document, any letter, card carrier, card insert, addendums, any other document accompanying this Agreement, any application that you signed or submitted to Broadview Federal Credit Union ("Broadview"), and any notification of changes to this Agreement. The words "you" and "your" mean each person, each business or organization ("organization"), and each officer or owner of the organization who agrees to be bound by this Agreement as set forth below. The words "we," "our," and "us" means Broadview or anyone to whom Broadview transfers this Agreement. The word "card" means the Mastercard® business credit card you receive from Broadview and any duplicates, renewals, or substitutions we issue to you. The word "account" means the credit card line of credit account Broadview approves for you that is subject to this Agreement.

**1. PERSONS BOUND** – By signing (in ink, electronically, or digitally) any business loan application stating your agreement to be bound by this Agreement or by using the card or account we issue to you, or by authorizing an employee to use the card or account we issue to you, you agree to be bound by the terms of this Agreement. If you are an officer or owner obtaining an account for your organization, you agree to the terms of this Agreement in your personal capacity as well as your capacity as an officer or owner authorized to bind the organization to this Agreement.

**2. USING YOUR ACCOUNT** – If you are approved for an account, Broadview will establish a line of credit for you. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your account at any time. If you exceed your credit limit, you must pay the amount you are over your limit plus any fees and unpaid finance charges before payments will begin to restore your credit limit. In addition, a fee may be imposed for exceeding your credit limit. You may request an increase in your credit limit by submitting a new application to Broadview.

We may increase or decrease your credit limit, refuse to make an advance, and/or terminate your account at any time, for any reason not prohibited by law. We may, upon your request, issue convenience checks that you may use to access your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor.

You may request that we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account. You may make a stop payment request orally, if permitted, or in writing. If made orally, your request will expire after fourteen (14) days unless you confirm your request in writing within those fourteen (14) days. Your request must be made with sufficient time in advance of the presentation of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. Written stop payment orders are effective only for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

**3. STATEMENT OF BUSINESS PURPOSE** – You agree that you have represented to us that you are obtaining your account for business purposes and that all purchases, cash advances, balance transfers, use of any convenience checks issued on your account, and any other use of your account will only be for a business purpose. You agree that you will never use your account for any personal, household, or family purposes.

**4. USING YOUR CARD** – You understand that the use of your credit card or credit card account will constitute acknowledgement of receipt and agreement to the terms of this Agreement. You may use your card to make purchases from merchants and others who accept the card. Broadview is not responsible for the refusal of any merchant or financial institution to honor your card. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. In addition, you may obtain cash advances from Broadview, from other financial institutions that accept the card, and from some automated teller machines (ATMs). Not all ATMs accept the card. To obtain cash advances from an ATM, you must use the PIN issued to you for use with your card. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. If you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. If you are permitted to obtain cash advances on your account, you may also use your card to purchase instruments and engage in transactions that we consider the equivalent of cash. Such transactions will be posted to your account as cash advances and include, but are not limited to, wire transfers, money

orders, bets, lottery tickets, and casino gaming chips, as applicable. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal.

**5. RESPONSIBILITY** – You agree to pay all charges (purchases, cash advances, balance transfers, use of convenience checks, and any other charges) to your account that are made by you or anyone whom you authorize to use your account. You also agree to pay all finance charges and other charges added to your account under the terms of this Agreement or another agreement you made with Broadview. If there is more than one person bound to this Agreement, each will be individually and jointly responsible for paying all amounts owed under this Agreement. If applicable, the officer or owner who obtained the account for the organization is also personally obligated for all charges made under the account. This means that Broadview can require any one of you to individually repay the entire amount owed under this Agreement. In addition each person bound under this Agreement, as well as any authorized user, may make purchases individually and, if cash advances are permitted for your account, may obtain cash advances individually.

**6. INTEREST RATE** – The interest and periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Addendum that accompanies this Agreement. Any penalty rate that may be imposed is also disclosed on the Addendum. These rates may be either fixed or variable as disclosed in the Addendum accompanying this Agreement. If the rate for your account is fixed, the rate charged on purchases, cash advances, balance transfers, and any penalty rate will be fixed and will not vary from month to month unless we notify you in advance that the rate will change. If the rate for your account is variable, as indicated on the accompanying Addendum, the rate charged on purchases, cash advances, balance transfers, and any penalty rate will vary periodically as disclosed in the Addendum accompanying this Agreement.

**7. FINANCE CHARGE CALCULATION METHOD FOR PURCHASES** – New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero balance or a credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To calculate the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. We then add all the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

**8. FINANCE CHARGE CALCULATION METHOD FOR CASH ADVANCES AND BALANCE TRANSFERS** – A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later. For cash advances, the finance charge is computed by applying the periodic rate to the average daily balance of cash advances. To calculate the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. We then add all the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances. Finance charges for balance transfers are calculated in the same manner as cash advances.

**9. FEES** – In addition to the periodic rate, the following additional fees may be imposed on your account. If applicable to your account, the fee amounts and explanations are disclosed on the Addendum to this Agreement. Your account may also be subject to the additional fees, as set forth on the Addendum to this Agreement.

**a. Balance Transfer Fee (Finance Charge).** If your account is subject to a Balance Transfer Fee, the fee disclosed on the Addendum accompanying this Agreement will be charged to your account when you transfer a balance from an account of another creditor to the account subject to this Agreement.

**b. Cash Advance Fee (Finance Charge).** If your account is subject to a Cash Advance Fee, the fee will be charged to your account when you obtain a cash advance from an ATM, Broadview, or other financial institution.

**c. Foreign Transaction Fee (Finance Charge).** If your account is subject to a Foreign Transaction Fee, a fee may be charged to your account for transactions made outside of the United States or in a foreign currency.

**d. Late Payment Fee.** If your account is subject to a Late Payment Fee, the fee will be charged to your account when you do not make the required minimum payment by or within the number of days of the statement payment due date set forth on the Addendum to this Agreement.

**e. Returned Payment Fee.** If your account is subject to a Returned Payment Fee, the fee will be charged to your account when a payment is returned for any reason.

**10. PAYMENTS** – Each month you must pay at least the minimum payment by the payment due date specified on the statement. All payments must be made in U.S. dollars

and, if made by a negotiable instrument such as a check or money order, must be in a form acceptable to us, and drawn on a U.S. financial institution. You may pay more frequently, pay more than the minimum payment, or pay the new balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your account has a balance (other than a credit balance). The minimum payment for your account is shown on the Addendum accompanying this Agreement. In addition to the minimum payment, you must also pay, by the payment due date, the amount of any prior minimum payment(s) that you have not made, all outstanding unpaid fees and charges, and any amount you are over your credit limit. Broadview also has the right to demand immediate payment of any amount by which you are over your credit limit. Subject to applicable law, your payments may be applied to what you owe to us in any manner we choose. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

**11. FOREIGN TRANSACTIONS** – Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate that is selected by Mastercard. The rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account.

If applicable to your account, a fee (finance charge) will be charged on all transactions completed outside the United States, where the cardholder's country code differs from the merchant's country code. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded. The Foreign Transaction Fee is set forth on the Addendum accompanying the Agreement.

**12. COLLECTION COSTS** – You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney fees, as permitted by applicable state law.

**13. SECURITY INTEREST** – You grant Broadview a security interest under Uniform Commercial Code and under any common law rights we may have in any goods you purchase. If you give Broadview a specific pledge of shares by signing a pledge of shares agreement, your pledged shares will secure your account. You may not withdraw amounts that have been specifically pledged to secure your account until we agree to release all or part of the pledged amount.

**Your account is secured by all other shares you have in any individual or joint account with Broadview, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law, if given as security. These other shares may be withdrawn unless you are in default under this Agreement. You authorize Broadview to apply the balance in your individual or joint share accounts to pay any amounts due on your account if you should default.**

Collateral securing other loans you have with Broadview may also secure this loan, except that a dwelling will never be considered as security for this account, notwithstanding anything to the contrary in any other Agreement.

**14. DEFAULT** – You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will also be in default if you: (a) break any promise you make under this Agreement; (b) exceed your credit limit; (c) are a natural person and you die; (d) are an organization and you cease to exist; (e) are an organization and you change your legal structure so that the person obligating the organization to this Agreement is no longer authorized to bind it to legal agreements; (f) file for bankruptcy or become insolvent; (g) make any false or misleading statements in any credit application or credit update; or (h) if something happens that we believe may substantially reduce your ability to repay what you owe. When you are in default, Broadview has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, at the applicable interest rate, until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe.

**15. CHANGING OR TERMINATING YOUR ACCOUNT** – Broadview may change the terms of this Agreement and any attached Addendum from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law, the change will apply to your existing account balance as well as to future transactions.

Either you or Broadview may terminate this Agreement at any time, but termination by you or us will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your account after termination, unless the transactions were unauthorized.

The card or cards you receive remain the property of Broadview and you must recover and surrender to us all cards upon request or upon termination of this Agreement whether by you or us. Broadview has the right to require you to pay your full account balance at any time after your account is terminated, whether it is terminated by you or us.

**16. CHANGING OR TERMINATING AUTHORIZED USERS** – Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any sub-account number issued to the authorized user along with the authorized user's card and any convenience checks issued to the authorized user. If you cannot return the authorized user's card

we will cancel the card and issue you a new card with a new number. If convenience checks were issued to the authorized user, we can place a stop payment on them at your request.

**17. LIABILITY FOR UNAUTHORIZED USE AND LOST/STOLEN CARD NOTIFICATION** – You agree to notify us immediately, in writing or orally, seven (7) days a week, 24 hours a day, of the loss, theft, or unauthorized use of your credit card. Write us at Customer Service, P.O. Box 31535, Tampa, FL 33631. Business World cardholders can call 855-594-3246 to report the loss, theft, or unauthorized use of your card as well as for customer service. If outside the United States, Business World cardholders can call collect at 727-227-1428. Other business cardholders can call 866-839-3485 to report the loss, theft, or unauthorized use of your card, and when outside the United States, can call collect at 727-570-4881. After we receive your notification, you will not be liable for any further unauthorized use of your card or account.

If you are an organization with ten (10) or more employees and we have issued ten (10) or more cards on your account for use by your employees, you will be liable for all unauthorized use of your cards or account before notification to us, unless your liability may be limited by Mastercard liability limitation rules as set forth below. Otherwise, you will be liable for up to \$50 for the unauthorized use of your card or account before notification to us unless your liability is further limited by Mastercard liability limitation rules as set forth below. Unauthorized use does not include use of a card by an authorized user in an unauthorized manner.

You may not be liable for any unauthorized purchase transaction if you exercise reasonable care in safeguarding your card from risk of loss or theft, and if your account is in good standing.

**18. CREDIT REVIEW AND RELEASE OF INFORMATION** – You authorize us to investigate your credit standing when opening or reviewing your account. You authorize Broadview to disclose information regarding your account to credit bureaus, merchants, and creditors. Information from credit bureaus may be obtained with respect to any renewal or future extension of credit. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

**19. RETURNS AND ADJUSTMENTS** – Merchants and others who honor your card may provide credit for returns or adjustments, and they will do so by sending Broadview's processor a credit slip which will be posted to your account. If your credits and payments exceed what you owe us, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request.

**20. ADDITIONAL BENEFITS AND CARD ENHANCEMENTS** – Broadview may, from time to time, offer additional services to your account, at no additional cost to you, such as travel accident insurance or a liability waiver program. You understand that Broadview is not obligated to offer such services and may withdraw or change them at any time.

**21. EFFECT OF AGREEMENT** – This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit, or other slips you sign or receive may contain different terms.

**22. NO WAIVER** – Broadview can delay enforcing any of its rights any number of times without losing them.

**23. STATEMENTS AND NOTICES** – Unless separate sub-accounts have been set up under your account for authorized users, statements and notices will be mailed to you at the address you have given us or made available to you online if you have requested to receive them electronically. You agree to notify us at least ten (10) days in advance of any change in address. Notice sent to any one person bound under this Agreement will be considered notice to all. If we have agreed to send statements for sub-accounts under your account that have been issued to authorized users, we will send statements to the address you have provided for that authorized user. You agree to notify us at least ten (10) days in advance of any change in address for an authorized user. You are responsible for payment of all amounts shown on a statement delivered to an authorized user.

**24. NOTIFICATION OF CHANGE IN LEGAL STRUCTURE, OFFICERS, OR OWNERS** – If you are an organization you agree to notify us within ten (10) days of any change in your legal structure or any change in your officers or owners.

**25. SEVERABILITY AND FINAL EXPRESSION** – This Agreement is the final expression of the terms and conditions of your account. This written Agreement may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement be found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.

**26. ILLEGAL GAMBLING TRANSACTIONS PROHIBITED** – You may not use your card to initiate any type of illegal gambling transaction.

**27. ADDITIONAL REQUIREMENTS** – From time to time, Broadview may request additional information reasonably deemed to be required, including, but not limited to, financial records, tax returns, and notices of claims and litigation. You agree to furnish such additional information within thirty (30) days of Broadview's written request.

**28. GOVERNING LAW** – This Agreement is governed by the laws of the state of New York.