

TCM Bank, N.A. Cardholder Agreement - Effective: October 1, 2011

This Cardholder Agreement (“Agreement”), the card carrier we send with your credit card, the accompanying sheet entitled “Supplemental Pricing Disclosure” and the application you signed or otherwise submitted (collectively, the “Cardholder Documents”) govern the use of your TCM Bank, N.A. VISA® or MasterCard® credit card (“Card”) account (your “Account”). All of the Cardholder Documents are part of and are incorporated into this Agreement. By signing (including by any electronic or digital signature) your Card, your Account application, any accepted sales slip, or any other document in connection with the use of your Card or your Account, or by using your Card or allowing someone else to use it, you agree to the terms and conditions of this Agreement. Please read this Agreement thoroughly and retain a copy for your records. As used in this Agreement: *we, us, our*, and similar terms mean TCM Bank, N.A., and all of its respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, and directors (collectively, “TCM”). The words *you, yours*, and *Cardholder* mean all persons responsible for complying with this Agreement, including the applicant and any co-applicant who applied to open the Account and the person to whom we address Account statements. Since you asked us to open the Account, you are the “Primary Cardholder,” and you will have an Account with us. You may request that we issue a Card to another person and, if we do, that person will be called an “Additional Cardholder” on your Account and the Card will be an “Additional Card.”

This Agreement is governed by federal law and, to the extent not preempted by federal law, by Florida law.

Use of the Card. You may use the Card to obtain legal goods and services from any person or establishment accepting the Card (“Purchase(s)”), to obtain loans (“Cash Advance(s)”) from us up to the applicable limits on your Account and to take advantage of other features of the Card. As used in this Agreement, the term “Purchases” will include Purchases and Balance Transfers, and the term “Cash Advances” will include; a) Cash Advances, b) Convenience Checks, c) obtaining funds through an automated teller machine (ATM) or a financial institution, d) purchasing a wire transfer, money order, foreign currency, travelers cheques, or stored value load, or e) engaging in another similar transaction. As used in this Agreement, all amounts charged to an Account, which include the Annual Card fee, if any, or other fees, and any Finance Charges imposed under Agreement, will be called “Charges”. Charges include (but are not limited to) any Purchase, Balance Transfer, Cash Advance or Convenience Check in which you have evidenced intent to incur a Charge, regardless of whether you have signed a charge form.

You are responsible for paying all amounts charged to the Account by either you or any Additional Cardholders. You agree to notify us at once if the Card or any Convenience Checks we may issue on your Account are lost or stolen, or if you suspect they are being used without your permission. You agree to use the Account only for legal purchases of goods and services. Cards may not be used for gambling purposes, whether online or otherwise. If you do use your Card for illegal purposes or gambling, you will be in default under this Agreement and we may terminate your Account, but you still will be liable to us for all Charges relating to such transactions and all other transactions on your Account. You should not use the Card after the expiration date. If you want to cancel your Account or any Additional Cards, you must contact us and destroy the Card or any Additional Cards. We reserve the right to deny authorization for any requested Charge.

Transfers: You may not transfer your Account or any of your rights and obligations under this Agreement. Any such transfer will be void.

Additional Cards: You, as the Primary Cardholder, are responsible for all Charges on your Account. Any Additional Card may be canceled by you or by us. You agree to make sure that any Additional Cards issued on your Account are used in a manner consistent with this Agreement. You also authorize us to discuss your Account with Additional Cardholders in the course of maintaining your Account. We may, in our sole discretion, pursue Additional Cardholders for payment of their own charges if you fail to pay those charges.

Credit Limit: We have provided you a separate written notice stating the credit limit for Purchases on your account. In addition, your monthly statements will show the amount of credit available to you for Purchases and for Cash Advances and the ANNUAL PERCENTAGE RATES (APRs) for Purchases and for Cash Advances, as of the monthly statement date. You agree not to use the Account in any way that would make the unpaid balance of your Account exceed the applicable credit limit. We will not honor any Card transaction that would cause the unpaid balance of your Account to exceed applicable credit limits (“Over Limit Transactions”). However, if we, in our discretion, honor any Over Limit Transaction, you agree to pay us promptly the amount that is in excess of the applicable credit limit. At our discretion, and subject to applicable law, we may increase, reduce, or cancel your credit line or the balance transfer portion or cash advance portion of your credit line, at any time. A change to your credit line does not affect your obligation to pay us.

Promotional Offers: At our discretion, we may offer you a promotional ANNUAL PERCENTAGE RATE for all or a part

of any balances or for certain types of transactions. The period of time for which the promotional rate applies may be limited. Any applicable promotional rate, the corresponding periodic rates, and the period of time during which it will be in effect will appear on the Supplemental Pricing Disclosure or be included on a promotional letter. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

Renewal of Cards and Cancellation: The Card will be valid within the period embossed on the Card. We will issue you renewal or replacement Cards before the current Card expires unless your Account is cancelled by you or by us.

Liability for Charges and Finance Charges: You may use the Card to obtain Purchase(s) and Cash Advance(s) from us up to the applicable limits on your Account. You are liable to us for all Charges you make and all Charges made by holders of any Cards and Additional Cards issued to you. Additional Cardholders using a Primary Cardholder's Account are not liable for obligations incurred by the Primary Cardholder or by other Additional Cardholders. However, by each use of the Additional Card, the Additional Cardholder will be indicating his or her agreement to pay us for that transaction and related Charges if you fail or refuse to pay that obligation.

Payments: Each month's Total Minimum Payment for your Account is due by the Payment Due Date on your monthly statement. The Total Minimum Payment will include any amount past due. You must pay us in U.S. currency, with a draft or a check drawn on a U.S. bank and payable in U.S. dollars, with a negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system, or with a telephonic or electronic payment authorization in U.S. Funds. If we decide to accept a payment made in some other form, your payment will not be credited until it is converted into one of the forms described in the previous sentence. We may charge you any costs we incur in converting your payment. If any payment made on your Account is not honored for its full amount or because of an incorrect account number, we may charge your Account a Late Payment Fee or a Returned Check Fee to cover collection costs on that payment in addition to any other applicable fees. We may accept late payments, partial payments, or any payments marked as being payment in full or as being settlement of any dispute without losing any of our rights under this Agreement or under the law. Our acceptance of such payments does not mean we agree to change this Agreement in any way. You agree to pay all court costs plus attorney's fees of 15% of the then unpaid balance if we must refer your Account to any attorney who is not our employee, subject to the law of your jurisdiction.

Monthly Statement – Total Minimum Payment: The Total Minimum Payment required is the new balance shown on your monthly billing statement if the amount is equal to or less than \$15.00. Otherwise, it is the greater of: (A) 3.0% of the New Balance (rounded up to the nearest dollar), (B) \$15.00, or (C) 1% of the New Balance plus any unpaid **FINANCE CHARGES** and unpaid fees. If applicable, the Total Minimum Payment will include any amount in excess of your credit limit and any amount past due. You may pay more than the Total Minimum Payment or you may pay the total New Balance at any time. Your Total Minimum Payment will be applied in any order at our discretion. Payments in excess of the Total Minimum Payment will be applied to balances with the highest APR first and then to lower rate balances in descending order of APRs.

How to Avoid Payment of Finance Charges for Purchases:

Grace Periods: Grace Period for Purchases (including Balance Transfers): If a Purchase is made using your Card during a billing period in which there was already any outstanding balance on the Account, there will be no grace period and **FINANCE CHARGES** on all Purchases will accrue from the date the Purchase is posted to your Account. If a Purchase is made during a period in which you had no outstanding balance on your Account, the grace period is not less than 25 days. In such cases, if your New Balance is not paid in full on or before the payment due date, **FINANCE CHARGES**, at rates provided for in the Supplemental Pricing Disclosure, will be assessed on your outstanding balance from the closing date on your billing statement and on future Purchases from the date the Purchases are posted to your Account until the billing period in which we receive payment in full of all outstanding balances.

How to Avoid Payment of Finance Charges for Cash Advances:

Grace Period for Cash Advances (including Convenience Checks and other charges defined on page 1): On Cash Advances there is no grace period, and **FINANCE CHARGES** on Cash Advances are always assessed from the day of the Cash Advance transaction or the first day of the billing cycle in which it is posted to your account, whichever is later, until the day we receive payment in full of all outstanding Cash Advances.

Calculation of Monthly Periodic Rate:

A. The Monthly Periodic Rates for Purchases and Cash Advances are based on **ANNUAL PERCENTAGE RATES** for Purchases and Cash Advances, respectively, which may be adjusted monthly. The Monthly Periodic Rate for Purchases and Cash Advances for each billing period is 1/12th of the **ANNUAL PERCENTAGE RATE** for Purchases and 1/12th of the **ANNUAL PERCENTAGE RATE** for Cash Advances respectively in effect for that billing period, rounded to the nearest

one hundredth of a percentage point.

B. A separate Supplemental Pricing Disclosure accompanying this agreement states the **ANNUAL PERCENTAGE RATES** applicable to your Account, subject to Paragraph C below. Please call us at (800) 883-0131 or write to us at TCM Bank, PO Box 31537, Tampa, FL 33633, if you did not receive the Supplemental Pricing Disclosure or to learn the most current **ANNUAL PERCENTAGE RATES**.

C. For purposes of this Agreement, the Prime Rate used to determine your **ANNUAL PERCENTAGE RATES** for a billing period is the U.S Prime Rate published in the Wall Street Journal on the 1st day (or if the 1st day is not a business day, the preceding business day) of the prior month. Your APR will increase if the Prime Rate increases. In the event that The Wall Street Journal ceases to be published or ceases to publish the Prime Rate, we may refer to the Prime Rate published in any other newspaper of general circulation in New York, New York, or we may substitute a similar reference rate at our sole discretion. Subject to applicable law, any balances transferred from another account to this Account shall be governed by the terms and conditions of this Agreement.

FINANCE CHARGES for Purchases and Cash Advances will begin to accrue from the date the transaction is added to the daily balance and continue to accrue until payment in full is credited to your account. However, you may avoid **FINANCE CHARGES** on Purchases as described below. **FINANCE CHARGES** for each type of balance (Purchases and Cash Advances) will be calculated by multiplying the Monthly Periodic Rate of **FINANCE CHARGE** applicable for the type of balance by the Average Daily Balance for the type of balance, and adding any Cash Advance Fee, Balance Transfer Fee and International Transaction Fee as applicable. The Cash Advance Fee, Balance Transfer Fee, and International Transaction Fee are **FINANCE CHARGES**. **Finance Charge Calculation Method and Computation of Average Daily Balance Subject to Finance Charge.**

Average Daily Balance for Purchases (including Balance Transfers, new Purchases and new Balance Transfers): To avoid incurring an additional **FINANCE CHARGES** on the balance of Purchases reflected on your monthly statement and on any new Purchases appearing on your next monthly statement, you must pay the full New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of Purchases extends to the Payment Due Date.

Average Daily Balance for Cash Advances (including Convenience Checks and other transactions as defined on page 1): The **FINANCE CHARGE** on Cash Advances begins from the date you obtained the Cash Advance, or the first day of the billing cycle in which it is posted to your Account, whichever is later. There is no grace period.

How Will We Calculate Your Balance: We use a method called “Average Daily Balance (including new transactions).”

- We calculate periodic rate finance charges separately for each type of balance (e.g. Purchases and Cash Advances). Balance Transfers are treated as Purchases, and Convenience Checks and any other transactions as defined on Page 1 are treated as Cash Advances. For a billing period, we figure a portion of the **FINANCE CHARGE** on your Account by applying the monthly Periodic Rate to the respective “average daily balances” of the Purchases and/or Cash Advances (including current transactions). There is a \$1.00 minimum **FINANCE CHARGE**, when a **FINANCE CHARGE** is assessed.
- To get the average daily balance for Purchases, we take the beginning balance of Purchases on your Account each day, add any new Purchases, and subtract any payments or credits, non-accruing fees, and unpaid **FINANCE CHARGES**. This gives us the daily balance for Purchases. Then, we add up all the daily balances of Purchases for the billing period and divide the total by the number of days in the billing period. This gives us the average daily balance of Purchases.
- To get the average daily balance for Cash Advances, we take the beginning balance of Cash Advances on your Account each day, add any new Cash Advances, and subtract any payments or credits, non-accruing fees, and unpaid **FINANCE CHARGES**. This gives us the daily balance for Cash Advances. Then, we add up all the daily balances of Cash Advances for the billing period and divide the total by the number of days in the billing period. This gives us the average daily balance of Cash Advances.
- For **FINANCE CHARGE** calculation purposes, the billing period/billing cycle begins on the day after the Statement/Closing Date of the previous billing period, and includes the Statement/Closing Date of the current billing period. The number of days in the billing period may vary.

Transaction Fee for Cash Advances: You obtain a Cash Advance if you obtain funds through a Convenience Check, from an automated teller machine (ATM), through a financial institution, the purchase of a wire transfer, money order, foreign currency, travelers cheques, or stored value load, or engage in another similar transaction. For each Cash Advance, we add an additional Cash Advance Fee of either \$5 or 3% of the U.S. dollar amount of the Cash Advance whichever is greater. There is no maximum Cash Advance Fee. The Cash Advance Fee is a **FINANCE CHARGE**. This Cash Advance Fee may cause the **ANNUAL PERCENTAGE RATE** on the billing statement on which the Cash Advance first appears to

exceed the nominal **ANNUAL PERCENTAGE RATE**.

Transaction Fee for Charges Made in Foreign Countries: If you incur a Charge in a foreign currency, it may be converted into U.S. dollars. If the foreign currency is converted into U.S. dollars, the exchange rate used to convert the currency used in an international transaction into the billing currency shall, in each instance, be either a rate selected by Visa or MasterCard. The conversion may occur after the transaction date and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. You agree to pay the converted amount to us in U.S. dollars. In addition, if a currency conversion occurs, and International Transaction Fee of 1% of the U.S. dollar amount will be applied to those transactions. If the foreign transaction was transacted in U.S. dollars, an International Transaction Fee of 0.8% of the U.S. dollar amount will be applied to those transactions. The International Transaction Fee is a **FINANCE CHARGE**. This International Fee may cause the **ANNUAL PERCENTAGE RATE** on the billing statement on which the Charge made in a foreign currency first appears to exceed the nominal **ANNUAL PERCENTAGE RATE**.

Transaction Fee for Balance Transfers: You may transfer a balance from another account to this Account. For each Balance Transfer, we will add an additional Balance Transfer Fee of 3% of the U.S. dollar amount of the Balance Transfer. There is no maximum Balance Transfer Fee. There is no Balance Transfer Fee for balance transfers made at time of initial application for an Account. The Balance Transfer Fee is a **FINANCE CHARGE**. The Balance Transfer Fee may cause the **ANNUAL PERCENTAGE RATE** on the billing statement on which the Balance Transfer first appears to exceed the nominal **ANNUAL PERCENTAGE RATE**.

Default: We may consider your Account to be in default at any time if you fail to pay us any payment when it is due, if you attempt to borrow more than the applicable limits on your Account, if your payment is returned by your bank or financial institution, or if you breach any other promise or obligation under this Agreement. Subject to applicable law, we also may consider your Account in default at any time if any statement made by you to us in connection with this credit program was false or misleading, if you breach any other promise or obligation under this Agreement or any other agreement that you may have with us or with any of our affiliates, or if we have any reason to believe you may not be creditworthy. Upon your default and subject to any limitations or requirements of applicable law, you agree to pay all other reasonable costs, including reasonable attorney's fees, incurred by us (1) in collecting the balance due, including **FINANCE CHARGES**, if any, whether or not suit is brought against you, and (2) in protecting ourselves from any harm that we may suffer as a result of your default. We may also, upon your default, subject to applicable law, declare the entire amount of your obligations to us immediately due and payable and suspend or cancel your Account privileges.

Delinquency Assessments: Your Account may be considered delinquent if you fail to pay us at least the Total Minimum Payment by the Payment Due Date shown on each monthly statement. If your Account remains delinquent at the statement closing date, subject to applicable law, we will add a Late Payment Fee (see #4 in Fees, below). You will only be charged one Late Payment Fee for any monthly Total Minimum Payment which is not paid by the Payment Due Date.

Suspension/Cancellation: In addition to any of the actions we may take under this Agreement, we may suspend or cancel your Account privileges at our sole option, subject to applicable law, at any time with or without cause and without giving you notice, including but not limited to a situation in which (1) you cease to be an account holder in good standing with respect to any other accounts you may have with TCM Bank, N.A., or (2) you are in default. Any such action on our part will not cancel your obligations to pay us the outstanding balance, Finance Charges, and other charges due on your Account under the terms of the Agreement in effect at the time of the cancellation or suspension of your account or as subsequently amended. You agree to pay us all such obligations despite any suspension or cancellation of your account.

Fees: We may charge the following fees, subject to applicable law:

1. ANNUAL FEE: The Supplemental Pricing Disclosure accompanying this Agreement states whether an annual fee applies to your account and, if so, the amount of the fee.

2. RETURNED CHECKS: A fee of up to **\$35** will be charged for checks returned for insufficient funds or for an incorrect account number.

3. STOP PAYMENT ORDERS: If you request us to stop payment on a Convenience Check drawn on your Account, we may charge your Account a fee of **\$29**.

4. LATE PAYMENT FEE: We will charge a late fee of up to **\$35**.

5. RESEARCH FEE: You agree to pay \$3 for each photocopy of a sales slip you request and \$4 for each duplicate copy of a monthly statement you request. However, we will not impose these fees if you request such items in connection with a billing error dispute which you have notified us of in writing.

Insurance: If you use the Account to buy insurance, you give us permission to pay premiums for you when due. You agree to repay us according to the terms of this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Account is canceled, we will stop paying the premiums for you.

Waiver: Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion.

Consumer Reports: You authorize us and our affiliates to make whatever credit investigations we deem appropriate and to obtain and exchange any information we may receive from consumer reports and other sources. We may ask consumer-reporting agencies for consumer reports of your credit history. Upon request, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it. As permitted by law, we may furnish information concerning your Account to consumer reporting agencies. If we determine that your account is past due, adverse credit information may appear on your consumer report and the consumer reports of any Additional Cardholders on your Account.

Telephone Monitoring: From time to time, we may monitor telephone calls between you or Additional Cardholders and us to assure the quality of our customer service.

Benefits and Services: We reserve the right to add, modify, or delete any benefit or service offered with the Card at any time without notice to you.

Change of Billing Address – Notices: You must notify us immediately of any change in your billing address. Any notice given by us shall be deemed to be given when deposited in the United States Mail, postage prepaid, addressed to you at the latest billing address shown on our records.

Change of Rates, Fees, Terms – Assignment: We may assign Card accounts to our affiliates or to some other financial institution at any time. We may also change the rates, fees, and terms of this Agreement at any time, in accordance with applicable law. We will notify you of changes if we are required to do so by law, and you may be given the opportunity to reject those changes to the extent required by law or otherwise in our discretion. If you choose not to accept those changes, you may terminate this Agreement by notifying us in writing. However, your Account will be closed and you will remain responsible for all Charges made before you terminated the Agreement.

Revocation and Voluntary Cancellation: We can revoke your right to use the Card at any time. We can do this whether or not you have violated this Agreement and without giving you notice. If we revoke the Card, you must return the Card to us if we request. Also, if a merchant that accepts Cards asks you to surrender an expired or revoked Card, you must do so. You may not use the Card after it has expired or after it has been revoked. If you ask us to cancel your Account, but you continue to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account. We may then reinstate your Account and bill you accordingly.

Severability: If any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law. If any part of this Agreement is determined by a court of valid jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

To Cardholders in the United States. Your Billing Rights – Keep This Notice for Future Use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement. If you think there is an error on your statement, write to us at: TCM Bank, N.A., Customer Service, PO Box 31481, Tampa, FL 33631-3481.

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automatic payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any

potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter.

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us *within ten (10) days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we made to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: TCM Bank, N.A., Customer Service, PO Box 31481, Tampa, FL 33631-3481.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and do not pay, we may report you as delinquent.

Note for Ohio Residents: The Ohio law against discrimination requires that all creditors make credit equally available to all creditworthy customers, and that credit-reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights commission administers compliance with this law.