

TCM Bank, N.A. Cardholder Agreement and Consumer Privacy Policy
Effective: July 1, 2010

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 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)”), and 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 Purchases, Cash Advances, the Annual Card fee, if any, or other fees, and any Finance Charges imposed under Agreement, will be called “Charges”. Charges included (but 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 change 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.

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 (as defined on page 1) on your account. In addition, your monthly statements will show the amount of credit available to you for Purchases and for Cash Advances (as defined on page 1) and the APRs for Purchases and for Cash Advances, as of the statement date. You agree not to use the Account in any way that would make the unpaid balance of your Account exceed the applicable limit. We will not honor any Card transaction that would cause the unpaid balance of your Account to exceed applicable limits (“Over Limit Transactions”). 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 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 or be included with the accompanying 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 TCM Bank, N.A.

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 (as defined on page 1) 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 minimum payment for your Account is due by the Payment Due Date on your monthly statement. You must notify us immediately of any change in your billing address. 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. If we accept such payments, this 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 and the Arbitration provision of this agreement.

Monthly Statement – Minimum Payment: The 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. The Total Minimum Payment will include the Minimum Payment calculated above, plus 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 Minimum Payment will be applied in any order at our discretion. Payments in excess of the Minimum Payment will be applied: to balances with the highest APR first and then to lower rate balances in descending order of APRs.

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 full 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.

Grace Period for Cash Advances (including Convenience Checks and other transactions 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 Rate for Purchases depends on your adherence to the terms of this Agreement.

B. 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.

C. The **PENALTY ANNUAL PERCENTAGE RATE** may be applied to your account if you: a) make a late payment, b) make a payment that is returned unpaid, c) go over your credit limit. Before we apply the **PENALTY ANNUAL PERCENTAGE RATE** on any type of transaction or balance, we will provide you any notice required by law in advance that tells you which future transactions and/or outstanding balances are subject to the **PENALTY ANNUAL PERCENTAGE RATE** and when the **ANNUAL PERCENTAGE RATES** will increase. If we do not increase your **ANNUAL PERCENTAGE RATES**, the **PENALTY ANNUAL PERCENTAGE RATE** when any of these events occur, we reserve our right to increase your **ANNUAL PERCENTAGE RATES** to the **PENALTY ANNUAL PERCENTAGE RATE** if any of these events occur in the future. If your **ANNUAL PERCENTAGE RATE** are increased for any of these reasons, the **PENALTY ANNUAL PERCENTAGE**

RATE may apply indefinitely to the future transactions that occur on or after the first day of the next billing cycle. If we do not receive any minimum payment within 60 days of the due date, the **PENALTY ANNUAL PERCENTAGE RATE** will apply to all outstanding balances and future transactions on your Account. However, if we receive six consecutive minimum payments when due, beginning with the first payment due after the increase, the **PENALTY ANNUAL PERCENTAGE RATE** will stop being applied to outstanding balances and future transactions, effective with the next minimum payment due.

D. For Paragraphs B and C above, a separate Supplemental Pricing Disclosure accompanying this agreement states the **ANNUAL PERCENTAGE RATES** applicable to your Account, subject to Paragraph E 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** since the date of the last Supplemental Pricing Disclosure you received. Upon receiving your request, the Supplemental Pricing Disclosure will promptly be sent to you.

E. For purposes of this Agreement, the Prime Rate used to determine your **ANNUAL PERCENTAGE RATE** 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 the imposition of **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 CHARGE** 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 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 from the rates available in wholesale currency markets for the applicable processing date and may vary from the rate Visa or MasterCard themselves receive, or the government-mandated rate in effect for the applicable processing date. 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 purchase 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 and the Arbitration provision of this Agreement, 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 will be considered delinquent if you fail to pay us at least the 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 minimum monthly 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: A separate 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 should 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.

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.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT STATEMENT.

If you think your statement is wrong or if you need more information about a transaction on your statement, write us on a separate sheet of paper at the address for billing inquiries listed on your statement. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You can also telephone us at the number indicated on the front of your billing statement, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item about which you are not sure.

If you have authorized us to pay your account bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice: We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your Account. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. If we find that we made a mistake on your statement, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amounts. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount we think you owe, we may

report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement, and we must tell you the name of anyone to whom we reported this information. We must tell anyone to whom we report your information that the matter has been settled between us once the matter is resolved. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

Special Rule for Card Purchases: If you have a problem with the quality of property or services that you purchased with the Card, and have tried in good faith to correct the problem with merchant, you may have the right not to pay the remaining amount due on property or service. There are two limitations to this right:

- a. You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- b. The purchase price must have been more than \$50.

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.

ARBITRATION: Please read this arbitration provision (the “Arbitration Agreement”) carefully. It provides that, upon the agreement of the parties, any legal dispute between the parties will be resolved by binding arbitration. This provision replaces any existing arbitration provision between you and us.

Definitions: As used in this Arbitration 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”). “Claim” means any claim or dispute (including any counterclaim) by either you or us against the other, arising or relating in any way to your Cardholder Agreement with us, or any solicitation or negotiation preceding your Cardholder Agreement, or any prior agreement, or your credit card account, or the relationships that result from your account, including the enforceability or scope of this Arbitration Agreement. It includes disputes based on constitutional provisions, statutes, regulations, contracts, torts, and acts of every type (whether intentional, fraudulent, reckless, or negligent). It includes disputes that seek relief of any type, including injunctive, declaratory, or damages. It includes disputes that arose before the Arbitration Agreement’s effective date. “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, New York NY 10019, www.adr.org, (800) 778-7879; or JAMS, 620 Eighth Ave, New York, NY 10018, www.jamsadr.com, (800) 352-5267; or another nationally recognized independent arbitration organization acceptable to us.

IMPORTANT NOTICE AND LIMITATIONS: If you or We elect to arbitrate a Claim, neither you nor We will have the right: (1) to have a court or a jury decide the Claim; (2) to engage in discovery (i.e., the right to obtain information from the other party) to the same extent that you or We could in court; (3) to participate in a class action in court or in arbitration, either as a class representative or a class member; (4) to act as a private attorney general in court or in arbitration; or (5) to join or consolidate your Claim(s) with Claims of any other person. The right to appeal is more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration. Only a court may determine the validity and effect of the language in this paragraph. If a court should hold this language to be invalid, then the entire Arbitration Agreement shall be null and void.

Right to Reject Arbitration: You may reject this Arbitration Agreement, in which event neither you nor we will have the right to require arbitration of any Claim. Rejection of the Arbitration Agreement will not affect any other aspect of this Agreement. To reject the Arbitration Agreement, you must send us a notice (“Rejection Notice”) that we must receive within thirty (30) days after you have applied for your credit card account. Any Rejection Notice will apply only to this Arbitration Agreement and not to any other arbitration provision or arbitration agreement that may apply to a prior agreement with us. The Rejection Notice must include your name, address, and account number. You must mail your Rejection Notice to TCM Bank, N.A., PO Box 31537, Tampa, FL 33633. In the event of any dispute concerning whether you have provided a timely Rejection Notice, you must provide a signed receipt. This is the only method you can use to reject the Arbitration Agreement. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf.

Scope: This Arbitration Agreement covers all Claims, except that we will not elect to arbitrate an individual Claim brought in a small claims court or its equivalent, unless that Claim is transferred, removed, or appealed to a different court. If you request, we will agree to arbitrate Claims that are not otherwise covered by this Arbitration Agreement, but under the terms of this Arbitration Agreement.

Starting an Arbitration: To start an arbitration, you or we must give written notice of an election to arbitrate. . If you are making the election, you must send this notice to TCM Bank, N.A., PO Box 31537, Tampa, FL 33633. If we make the election, we would mail it to your address as indicated in our records, or to you at the address indicated in any court filing you make with

respect to the Claim or, if you are represented by an attorney with respect to your Claim, to your attorney. In addition, notice of the arbitration election can be given after a lawsuit has been filed, in which case it can be made in papers in the lawsuit. If a notice electing arbitration is given, the Claims shall be resolved by arbitration under this Arbitration Agreement and the rules of the Administrator. You can choose the Administrator in your notice, or by informing us of your election in writing within twenty (20) days after our election to arbitrate, provided that the chosen Administrator is NAF, AAA, JAMS, or another nationally recognized independent arbitrator acceptable to us. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience.

Location and Costs: Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. Each party must pay for its own attorneys, experts, and witnesses, regardless of who wins the arbitration, except where applicable law and/or the Administrator's rules provide otherwise. However, we will not seek or accept reimbursement from you of amounts paid by us for attorneys, experts, and witnesses. We will, under all circumstances, pay any fees or expenses we are required to pay by law.

Governing Law and Discovery (Getting Information): This Agreement involves interstate commerce and this Arbitration Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. ("FAA"), and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, this Arbitration Agreement, the Administrator's rules, statutes of limitation and claims of privilege, and shall be authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court. Upon the timely request of either party, the arbitrator shall write an explanation of the award's basis. The arbitrator will set rules of procedure and evidence consistent with the FAA, this Arbitration Agreement, and the Administrator's rules. In addition to the parties' rights to obtain information under the Administrator's rules, either party may ask the arbitrator to allow it to obtain more information from the other party.

Effect of Arbitration Award: Any appropriate court may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding except for: (1) any appeal right under the FAA; and (2) any party may appeal awards of more than \$100,000 to a three-arbitrator panel appointed by the Administrator, which will reconsider, de novo, any aspect of the appealed award. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's cost, regardless of its outcome. However, we will consider any reasonable written request for us to bear the cost.

Continued Effect of Arbitration Agreement: This Arbitration Agreement will survive the termination of our account and remain in force no matter what happens to you or your account. A party who has asserted a Claim in a lawsuit may still elect to arbitrate any other Claim asserted in the same lawsuit by another party. Except as otherwise provided above, if any portion of this Arbitration Agreement cannot be enforced, the rest of the Arbitration Agreement will continue to apply. In the event of any conflict or inconsistency between this Arbitration Agreement and the Administrator's rules or other provisions of this Agreement, this Arbitration Agreement will govern.

CONSUMER PRIVACY POLICY: Our customers' trust is our most valuable asset. That is why protecting your privacy is important to TCM Bank, N.A. and its employees, officers and directors. We want you to understand what information we collect and how we use it. In order to provide our customers and community financial institution partners with financial products and services as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for TCM Bank, N.A. employees, officers, and directors for collection, use, retention, and security of nonpublic personal information.

Information We Collect - We may collect "nonpublic personal information" about you from the following sources:

- Information we receive from you on applications or other loan and account forms;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from third parties such as consumer reporting agencies.

"Nonpublic personal information" is personally identifiable information about you that is not publicly available. For example, nonpublic personal information includes information regarding your account balance, transactions, and payment history.

Information We Disclose - We are permitted under law to share information about our experiences or transactions with you or your account (such as your account balance and your payment history with us) with companies related to us by common control or ownership ("affiliates"), but we do so only when those affiliates assist in servicing your account with us. We also may share additional information about you or your account (such as information we receive from you in applications and information from credit reporting agencies) with our affiliates. You may direct us not to disclose to our affiliates information that does not relate solely to our or our affiliates' experiences or transactions with you or your account (such as the application information and credit bureau information) by contacting us by telephone at 1-800-883-0131. We do not share any information about you or your account with our affiliates for their use in marketing their products or services to you. We are also permitted under law to disclose nonpublic personal information about you to "nonaffiliated third parties" (i.e., third parties that are not members of our corporate family) in certain circumstances. For example, we may disclose nonpublic personal information about you to such third parties

to assist us in servicing your loan or account with us, to government entities in response to subpoenas, and to credit bureaus. We also may disclose the following information to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing arrangements:

- Your name, address, social security number, phone number, account balance and payment history with us;
- Information about transactions with us, our affiliates, or others, such as your account balance, payment history, parties to transactions, and credit card usage, and
- Information we receive from relating to your creditworthiness and your credit history from third parties, such as credit bureaus.

TCM Bank, N.A. does not sell customer information. We share information, as described above, only when required by law or when it is necessary to better service or manage your account with us. If you decide to close your account(s) or become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice.

Our Security Procedures - We also take steps to safeguard customer information. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information. We also require companies we do business with to abide by our privacy policy to maintain the confidentiality of customer information.

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