

# Business Credit Card Agreement and Disclosure Statement

Effective May 1, 2026

**1.0: ISSUER:** Your Business Credit Card (the “Card”) is issued by Zions Bancorporation, N.A. (the “Bank”). Your Card Account is with the Bank and will be administered by the Bank’s Bankcard Services department. Your Card, monthly statement, and other associated materials may bear the name of an operating division of the Bank.

**2.0: DEFINITIONS:** The following terms and definitions apply and will help you better understand this Agreement:

**Bank** means Zions Bancorporation, N.A., together with its successors and assigns.

**Account Holder** refers to the business entity or organization in whose name the Bank has established the Card Account and issued the Card along with all Guarantors named in the Card Application.

**Agreement** refers to this Business Credit Card Agreement and Disclosure Statement(s).

**Card Agreement** refers to this Agreement together with addenda attached to this Agreement, the Card Application (and all addenda) and the disclosures and terms made in the carrier containing the Card, all as amended from time to time.

**Card** refers to the one or more credit cards that the Bank has issued pursuant to Account Holder’s request for credit, including any renewal or replacement cards.

**Card Account** refers to the credit card account with the Bank governed by the Card Agreement.

**Credit Card Checks** refers to the one or more checks that the Bank may provide to access the Card Account.

**Card Application** refers to the credit application submitted by Account Holder for the Card Account.

**Card Account Credit Limit** refers to the maximum dollar amount of credit the Bank has authorized on the Credit Account.

**Card Credit Limit** refers to the portion of the Card Account Credit Limit that the Bank has established for a particular Card.

**Card Outstanding Balance** refers to the portion of a Card Account Outstanding Balance [attributable to] [due to the use of] a particular Card.

**Card Account Outstanding Balance** refers to the total amount of all Available Transactions, any fees and charges (outlined in Section 14.0 below), and Interest Charges owing on a Card Account at any given time – even if that amount exceeds the Card Account Credit Limit.

**Your** and **you** refer to Account Holder.

**We** or **us** refers to Bank.

**3.0: AGREEMENT:** This Agreement and the other components of the Card Agreement document the agreement between Account Holder and the Bank regarding the Card Account. The Card Agreement, including the disclosures therein, contain important information that Account Holder should review carefully and keep in its records. This Agreement becomes effective on the earlier of (1) 15 days after the Bank sends the Card, or (2) the first use of the Card or Card Account. Any use of the credit associated with the Card Account constitutes acceptance of the terms of the Card Agreement. If the Account Holder does not wish to be bound by this Agreement, it must not use (or authorize anyone else to use) the Card or Card Account and the Account Holder must cancel the Card Account within 15 days after receiving the Card.

**4.0: ACCOUNT HOLDER’S REPRESENTATIONS, WARRANTIES, AND COVENANTS:** Effective upon the opening of the Card Account, and continuing until termination of the Card Agreement and satisfaction of all obligations of Account Holder hereunder, the Account Holder covenants, represents, and warrants the following:

**4.1: Legal Status.** Account Holder, whether a corporation, partnership, limited liability company, sole proprietorship, or other type of business entity or organization, is in good standing and duly qualified to do business in each jurisdiction where it conducts its business and has the full power and authority to carry on its business as presently conducted.

**4.2: Authority to Enter into Card Agreement.** Account Holder has full power and authority to enter into and perform all obligations under the Card Agreement, and Account Holder is authorized to do so by all necessary organizational action.

**4.3: No Conflict with Other Documents.** Account Holder's actions in entering into and performing all obligations under the Card Agreement are not inconsistent with any of Account Holder's governing documents, and do not and will not contravene any provision of or constitute a default under any loan agreement, security agreement, contract, or other agreement to which Account Holder is a party or by which Account Holder is bound.

**4.4: Accurate Information.** All information that Account Holder has provided and will provide at any time in the future is and will be accurate, and the Account Holder's Chief Financial Officer or Operating Officer (or other person with equivalent knowledge and responsibility regardless of that person's title) will certify the accuracy of such information on request.

**4.5: Further Assistance.** At the Bank's request, Account Holder shall deliver, in a form acceptable to the Bank, all requested legal documents, financial statements, or information. The Account Holder shall also promptly notify the Bank of any significant change in its business or other development (for example, an Internal Revenue Service or other government agency investigation) that has or may have a material adverse effect on Account Holder's business or Account Holder's ability to perform under this Agreement.

**4.6: Specially-Designated Nationals (SDN) Screening:** The Bank complies with applicable anti-money laundering laws, including screening customer names against SDN lists administered by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Account Holder assumes the responsibility of requesting Cards only for persons that it has verified are not identified on the OFAC SDN list, and Account Holder shall hold us harmless in the event we issue Cards Account Holder requested to any such identified person.

**5.0: CREDIT LIMITS:** The Bank will set a Card Account Credit Limit for each Card Account and a Card Credit Limit for each Card associated with a Card Account. At Account Holder's request (**see Section 23.0 below**) and in the Bank's sole discretion, the Card Credit Limit for one or more Cards associated with a Card Account may be set equal to the full Card Account Credit Limit. **Notwithstanding the Card Credit Limit set for one or more Cards associated with a Card Account, no Account Holder shall use a Card (or allow a Card to be used) in any way that would cause the Card Account Outstanding Balance to exceed the Card Account Credit Limit.** The Bank may in its sole discretion and upon notice required by law, increase or decrease a Card Account Credit Limit or any Card Credit Limit at any time.

#### **6.0: THE CARD:**

**6.1: Signature Panel.** The signature panel on the back of a Card must be signed before the Card may be used.

**6.2: Card is Bank's Property.** The Card is the property of the Bank and must be returned to the Bank upon the Bank's request. The Bank can, at any time and without cause and without notice, revoke the right to use the Card. If a merchant or a financial institution asks for the surrender of the Card, it must be surrendered immediately.

**6.3: Expiration.** The Card will not be valid after the expiration date printed on the front of the Card and it must not be used after that date.

**6.4: Renewal and Replacement Cards.** The Bank will continue to issue renewal or replacement Cards until the Bank revokes the right to use the Card or until the Card Account is closed.

**7.0: AVAILABLE TRANSACTIONS:** Subject to the restrictions described herein, the Card and the Card Account may be used in any of the following transactions:

**7.1: Purchases.** Unless otherwise requested by the Account Holder, and subject to the corresponding Card's Credit Limit, the Card may be used to purchase or lease goods or services in the ordinary course of Account Holder's business wherever the Card is honored.

**7.2: Cash Advances.** At the request of the Account Holder, and subject to the corresponding Card's Credit Limit, the Card may be used to obtain cash advances or make a quasi-cash transaction from your Card Account (1) in person at the Bank or any participating financial institution or (2) at any ATM in the Reddi-Access ATM network or any of the other participating ATM networks (the names of which are shown on the back of the Card), subject to the following limitations (certain ATMs may have other limits): the total dollar amount of such ATM cash advances may not exceed \$500 per day for each Card. Each cash advance or quasi-cash transaction will create a charge to your Card Account. Based on risk, we reserve the right to limit cash advance access at the sole discretion of the Bank.

**7.2.1:** Use of your Card to withdraw cash from ATMs located outside of the United States creates a cash advance from and charge to your Card Account even if you select withdrawal from checking or savings account or any other type of account.

**7.3: Balance Transfers.** Subject to your available Credit Limit, you can request a balance transfer to your Card Account, i.e., request funds to be transferred from your Card Account to pay other accounts. You may not use a balance transfer to pay off any other accounts you have with the Bank. You may only make a balance transfer to accounts that list you as an account holder. Allow 3 to 4 weeks to process your balance transfer request, during which time you should continue to make payments to those accounts. You will not earn any rewards points or cash back on a balance transfer.

**7.4: Electronic Online Cash Advances:** At the request of the Account Holder and subject to your available Credit Limit, the Card may be used to obtain electronic online cash advances from your Card Account. Based on risk, we reserve the

right to limit electronic online cash advance access at the sole discretion of the Bank. Each electronic online cash advance will be treated as a cash advance subject to a Cash Advance Transaction Fee charged to your Card Account.

**7.5: Internet Gambling Notice:** The Unlawful Internet Gambling Enforcement Act of 2006 prohibits any person or business from knowingly accepting payments (credit, electronic fund transfers, checks, or any other payment involving a financial institution) in connection with the participation of another person in unlawful Internet gambling. Such Transactions are termed "Restricted Transactions" (defined in 12 Code of Federal Regulations Part 233). Restricted Transactions are prohibited from being conducted or processed through your Card Account. We have elected to not offer accounts to organizations that offer or sponsor Internet gambling and commercial accounts receiving or processing Internet gambling transactions are subject to closure.

**7.6: Credit Card Checks:** The Bank may provide a supply of Credit Card Checks to access your Card Account. Use of the Credit Card Checks creates a cash advance from and charge to your Card Account. Each unused Credit Card Check is the property of the Bank and must be returned to the Bank if the Bank so requests. Also, the Bank can, at any time and without cause and without notice, revoke the right to use the Credit Card Checks. You agree to waive any right you may have to stop payment on a Credit Card Check.

**8.0: MONTHLY STATEMENTS:** Bank will make available to Account Holder a monthly statement summarizing each Card's transactions during the preceding billing period. The monthly statement will show the total amount owed on each Card as of the end of the billing period, including any interest charges, fees, and the minimum payment due date (which is 20 days from the monthly statement closing date).

**9.0: HOW THE NEW BALANCE IS DETERMINED:** The total amount owed to the Bank as a result of each Card's transactions at the end of the current billing period appears as the "New Balance" on each Card's monthly statement. The Card's Outstanding Balance at the end of the previous billing period is called the "Previous Balance." The New Balance is determined by taking the Previous Balance and (1) subtracting any payments and credits received by the Bank during the current billing period and then (2) adding any purchases, cash advances, quasi cash transactions, balance transfers, interest charges, fees, and other adjustments.

**10.0: ANNUAL PERCENTAGE RATE (APR):**

**10.1: Prime Rate:** The interest rates on your Card Account as set forth in the Card Agreement are subject to change from time to time based on changes in an independent index, which is the Prime Rate as published in the *Wall Street Journal* (the "Index"); if a range of rates has been published, the higher of the rates will be used. Information about the Index is available or published daily in the *Wall Street Journal*. You acknowledge that the Prime Rate as used herein does not mean the lowest rate at which the Bank has made or may make loans to any of its customers, either now or in the future. If the Index becomes unavailable, the Bank may designate a substitute Index after providing notice to you.

**10.2: Effect of Change in Rate.** All other factors being equal, and subject to the method by which the minimum payment is calculated (as described below), an increase in the APR will increase the minimum payment, and a decrease in the APR will decrease the minimum payment.

**11.0: RATES AND FEES:** Annual Percentage Rates, Daily Periodic Rates and Fees, and other disclosures are found on the Table at the end of this Agreement. The carrier containing your Card includes disclosures specific to your Card Account. The terms of these disclosures are incorporated by reference into this Agreement. Review these disclosures carefully and keep in your records.

**12.0: INTEREST CHARGES:** The following interest charges will apply whether before or after default, judgment, or the closing of the Card Account.

**12.1: Periodic Interest Charges on Purchases, Balance Transfers, Cash Advances, and Quasi Cash Transactions.** A periodic interest charge on purchases and balance transfers will be assessed if the total New Balance listed on the previous billing statement was not paid in full by the payment due date; otherwise, a periodic interest charge will be assessed on each purchase and balance transfer from the date of the purchase or balance transfer transaction. A periodic interest charge will be assessed for each cash advance and quasi cash transaction on the date of such transaction; there is no grace period without incurring an interest charge.

**12.2: Periodic Interest Charge Calculation(s).** The total amount of interest charge for a billing period will be calculated as follows (interest charges on purchases and balance transfers and interest charges on cash advances and quasi cash transactions are calculated separately and then the resulting amounts combined to arrive at the total interest charges for the billing period): (1) We first determine the "average daily balance" of the Card Account (including new transactions). To get the "average daily balance" we take the beginning balance of your Card Account each day, add any new purchases (or cash advances, quasi cash transactions, or balance transfers) and then subtract any payments or credits. This gives us the daily balance (any unpaid interest charges incurred during that billing period are not included in the daily balance). Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period.

This gives us the average daily balance, which is also called the “balance subject to interest charge” on the monthly statement; (2) we multiply the balance subject to interest charge by the number of days in the billing period; the resulting number is then multiplied by the daily periodic rate to determine the amount of interest charge.

**12.3: Minimum Interest Charge.** Notwithstanding the above, the minimum **Interest Charge** will be \$1.

**13.0: PAYMENTS:** Account Holder promises to pay the Bank, according to the terms of this Agreement, the entire amount owing hereunder. All payments shall be made in U.S. Dollars drawn on funds on deposit in the United States (however, the Bank may at its option choose to accept payments made in foreign currency or made by drawing on funds on deposit outside the United States, in which case Account Holder agrees to pay all conversion fees and bank collection fees incurred by the Bank, which amounts will be treated as purchase items). Do not send cash payments.

**13.1: Prepayment.** All or any portion of a Card’s Outstanding Balance may be prepaid at any time without penalty.

**13.2: Amount of Minimum Payment.** If the New Balance is less than \$30, the minimum payment is the full amount of the New Balance. If the New Balance is \$30 or more, the minimum payment is the total of two figures: the first is any past due amount; the second is the sum of the greater of \$30 plus late and/or overlimit fees, or the combined total of 2.5% of the New Balance plus interest charges, late and/or overlimit fees. Account Holder shall make (and the Bank shall have received at the address designated on the monthly statement) on or before the due date the minimum payment shown on the Card’s monthly statement (or, at Account Holder’s option, any greater amount up to a Card’s Outstanding Balance). Receipt of the minimum payment at any address other than that designated on the monthly statement may create a delay in posting the minimum payment to the Card Account and may thereby result in a late fee and additional interest charges.

**13.3: Application of Payments.** Payments will be applied first to New Balance interest charges, and then to any fees, and then to the remaining portion of the New Balance. Payment for more than the minimum payment amount (but not more than the Outstanding Balance) will be accepted as a single payment for that billing period, and the amount in excess of the minimum payment will not be applied toward future payments due.

**13.4: Acceptance of Partial or Nonconforming Payments.** The Bank may accept late payments, partial payments, or any payment marked with any kind of restrictive endorsement (such as “paid in full” or “in settlement”) without giving effect to the restrictive endorsement and without losing, waiving, or impairing any of the Bank’s rights under this Agreement or under applicable law.

**13.5: Delay of Available Credit.** We credit payments on the day we receive them; however, we reserve the right, based on risk, to delay the available credit resulting from those payments.

**14.0: OTHER FEES:** Fees applicable as of the effective date of this Agreement are provided on the carrier containing your Card.

**14.1: Annual Account Fee.** If your Account has an annual account fee, generally it will be billed at account opening and every twelve (12) months thereafter. The amount of the Annual Account Fee, if there is one on your Account, is listed in the Table that appears on the carrier containing your Card.

**14.2: Cash Advance and Quasi Cash Transaction Fee.** Each new transaction will be assessed a one-time fee. This fee is fully earned when assessed and added to the balance of the transaction.

**14.3: Balance Transfer Fee.** Each new transaction will be assessed a one-time fee. This fee is added to the balance of the transaction.

**14.4: Late Payment Fee.** If the minimum payment shown on your monthly statement is not received, as instructed, on or before the payment due date, we charge a late payment fee.

**14.5: Returned Payment Fee.** If any check or other payment on your Card Account is dishonored or must be returned because it cannot be processed, we charge a returned payment fee. This fee is charged to your Account as a purchase item.

**14.6: Overlimit Fee.** If, at the end of a billing period, your Outstanding Balance exceeds your authorized Credit Limit, you will be charged an overlimit fee. This fee is added to and included in the New Balance for the billing period during which the Card Account is over the credit limit.

**14.7: International Transaction Fee.** Unless your Card’s pricing and fee disclosures state otherwise, we charge a fee on transactions you make (a) in a currency other than U.S. Dollars and (b) in U.S. Dollars from outside the United States, and (c) in U.S. Dollars from within the United States that are processed outside the United States. The fee is a percentage of the U.S. Dollar amount of the transaction and is added to the amount of the transaction.

If the transaction is in a foreign currency, Visa International will convert the transaction to U.S. dollars using its procedures in effect at the time. Under current procedures, the foreign currency conversion rate is either a wholesale market rate or a government mandated rate in effect one day prior to the date Visa processes the transaction. The currency conversion rate applied to the transaction may differ from the rate in effect on the transaction date or the posting date.

**14.8: Research Fee.** If you request research on your Account (except for alleged billing errors by us), we may charge you a research fee up to \$25 per hour, plus \$5 per photocopy. This fee is charged to your Account as a purchase item.

**14.9: Expedited Card Delivery Fee and Emergency Card Fee.** We may charge a fee if you request “expedited delivery” of a Card that requires an outside delivery service provider. We may also charge a fee if you request to obtain an

“emergency Card” at our Bankcard Center that requires special card production. The current amounts of these fees will be disclosed at the time of your requests and before you agree to incur the charges. These fees are charged to your Account as a purchase.

**14.10: Expense Reporting Maintenance Fee.** We may charge a fee if you request enrollment in transmission of Card transaction data to third-party expense reporting providers. A \$50 monthly maintenance fee may be charged per Card up to the number of Cards for which data is sent.

**15.0: RESTRICTIONS ON USE OF CARD ACCOUNT:**

**15.1: Who may use.** Only the Account Holder and any users authorized by the Account Holder to use the Card may use the Card, the Card Account, and the Credit Card Checks.

**15.2: Business Use.** Account Holder agrees that the Card and the Card Account shall be used only for business purposes and NOT for personal, family, or household purposes.

**15.3: Within Credit Limit.** Each use of a Card, Card Account, or Credit Card Check is subject to the unused amount of available credit on that particular Card's Credit Limit.

**15.4: No Illegal Purpose.** The Card, Card Account, or Credit Card Checks shall not be used for any illegal purpose or for any other prohibited purpose described in this Agreement.

**16.0: LIABILITY FOR OBLIGATIONS:**

**16.1: Account Holder's Liability.** Account Holder shall be liable for the full amounts of Account Holder's Outstanding Balance regardless of the purpose whether for business purposes or for personal, family, or household purposes of any of the charges made with the Cards or Credit Card Checks. Account Holder's liability shall also include all charges regardless of the purpose made by any person to whom Account Holder or any user designated by the Account Holder to use the Card, has given express or implied permission to use the Card, Card Account, or Credit Card Checks or has voluntarily provided the Card or the Card number. The Account Holder takes full and unconditional responsibility and liability for all Card usage, and the Bank has no obligation whatsoever to the Account Holder to monitor or police the use of a Card.

**17.0: LIABILITY FOR UNAUTHORIZED USE:** If your Card or Card Account number are lost or stolen, or if you have any reason to think that someone used or may use them without permission, you agree to notify the Bank immediately by calling 1-888-758-5349. You may need to provide the Bank with certain information in writing to help the Bank determine what happened.

**17.1: Liability for Unauthorized Transactions.** You are not liable for unauthorized use of your Card for transactions if you notify the Bank within two business days. In any case, your liability for loss, theft, or unauthorized use of your Card or Card Account will not exceed \$50.

**18.0: DISCLOSURES OF INFORMATION:** You acknowledge and consent to the release of personal data about Cardholders by the Bank to VISA U.S.A., its Members, or their respective contractors for the purpose of providing emergency cash and emergency card replacement services.

**19.0: REFUSAL OF THE CARD:** The Bank will not be responsible or liable in any manner for any of the following or for any claim of whatever nature (including without limitation any claim for incidental or consequential damages) arising from or related to any of the following: the refusal or delay of any other financial institution, any merchant, or any person or entity to honor the Card, the Card Account, or the Credit Card Check; any goods or services obtained with the Card and charged to the Card Account; any unsuccessful attempt to obtain prior credit authorization for any transaction when the authorization system is not working; or any unsuccessful attempt to use the Card in an ATM when the ATM or ATM network is not working or is temporarily closed or out of order.

**20.0: FINANCIAL AND CREDIT INFORMATION:**

**20.1: Financial Statements.** The Bank may need updated financial information from Account Holder at some time in the future. If the Bank asks, Account Holder agrees to furnish a current financial statement or to update the Card Application.

**20.2: Credit Reports.** Account Holder hereby authorizes the Bank to make whatever credit inquiries or investigations about Account Holder that the Bank deems appropriate and to disclose to others credit information about the Card Account and Account Holder's performance under this Agreement. The Bank may ask credit bureaus for reports of Account Holder's credit history. At Account Holder's request, the Bank will tell Account Holder whether the Bank has requested such reports and will tell Account Holder the names and addresses of the credit bureaus furnishing the reports. We may act through our agents, who may act in our name or their own names.

**21.0: CHANGE OF NAME OR ADDRESS:** Account Holder agrees to promptly notify the Bank in writing of any change in name or mailing address. Until Account Holder notifies the Bank of updated information, the Bank can send statements,

notices, and other communications to the name and address in the Bank's records, and such communications will be deemed effectively delivered for all purposes. If Account Holder's mailing address appears to no longer be valid (e.g., mail is returned undelivered), Account Holder agrees that the Bank can suspend mailing Account Holder's statements, notices, and other communications until a valid address is received from the Account Holder.

**22.0: CLOSING THE CARD ACCOUNT:** Account Holder may close the Card Account at any time by notifying the Bank in writing. The Bank may close the Card Account at any time without cause and without notice. When the Card Account is closed (whether by Account Holder or by the Bank), the right to use the Card and Credit Card Checks and to make charges to the Card Account will be automatically revoked.

**23.0: CONTACTING OR PROVIDING NOTICE TO THE BANK:** Account Holder may request a change in a Card Account Credit Limit or a Card Credit Limit by writing to the address shown on the Card Account monthly statement or by calling 1-888-758-5349 from 8:00 a.m. to 5:00 PM, Mountain Time, Monday through Friday, excluding holidays.

**24.0: DEFAULT:** The Account Holder will be in default if: (1) Account Holder fails to make the minimum payment to the proper address on or before the due date or fails to meet any of its other obligations under this Agreement; (2) any of Account Holder's representations and warranties prove to be false or incorrect in any material respect when made or at any time during the term of this Agreement; (3) Account Holder suspends the normal operation of its business; (4) Account Holder files for bankruptcy; (5) Account Holder becomes insolvent and generally unable to pay its debts; or (6) Account Holder defaults under any other obligations that Account Holder owes to the Bank or its affiliates. Upon a default, the Bank may, without notice, declare the Account Holder's Outstanding Balance immediately due and payable and may close all Cards.

**25.0: SECURITY INTEREST:** Account Holder grants Bank a Uniform Commercial Code security interest in any deposits accounts or brokerage accounts (and the funds and investment property held therein) Account Holder maintains with Bank or any Bank Affiliate, whether now existing or hereafter arising, to secure payments initiated with the Card(s) and any current or future indebtedness to Bank or any Bank Affiliate whether under this Agreement or any other indebtedness to Bank or any Bank affiliate.

**26.0: VISA ACCOUNT UPDATER:** Card Accounts are automatically enrolled in the Visa Account Updater (VAU) feature required by Visa. This feature enables the electronic exchange of account information between Visa and participating merchants to support payment continuity with credential-on-file merchants, such as recurring and installment payment providers. Through the VAU, Visa may provide updated credit card information resulting from account closures, cards reported lost or stolen, expiration date changes, or other actions causing Card information changes. Updates are not guaranteed before the next billing cycle, and the Bank is not responsible for late, missed, or recurring payments. To opt-out of the VAU feature for your Card Account, please contact the Bank by calling the number on the back of your Card.

**27.0: LEGAL ACTION AND COSTS:** Without waiving the Dispute Resolution provisions of this Agreement, the Bank may take legal action (including collection action) against Account Holder and Account Holder agrees to pay all collection costs whether or not awardable as court costs (including the cost of Bank staff) and reasonable attorney fees (including those of salaried Bank employees) incurred by Bank.

## **28.0: RESOLUTION OF DISPUTES CONCERNING CARD ACCOUNTS**

**28.1: WHAT IS A DISPUTE?** "Dispute" has the broadest reasonable meaning, including, without limitation, any controversy or claim arising out of or relating to this Agreement, the breach of this Agreement, a Card Account, Card Account-related services, Card Account errors, or unauthorized transactions, regardless of the legal theory asserted or remedy sought. The term "Dispute" specifically includes any claim made by or against any Account Holder, authorized signer or authorized user; or the beneficiary, employee, agent, representative, predecessor, successor, heir, assignee, bankruptcy trustee, affiliate, parent, or subsidiary of the Account Holder. The term "Dispute" also includes any claim relating to the validity, enforceability, meaning, or scope of this Resolution of Disputes Concerning Card Accounts section. If you have a Dispute with the Bank, we hope to resolve it over the telephone or in a Bank branch. If you and the Bank are unable to resolve a Dispute by these methods, you and the Bank agree to resolve all Disputes in court before a judge sitting without a jury – THIS IS A JURY TRIAL WAIVER. The only exception to this agreement is for Disputes that you or the Bank file in small claims court and that remain in small claims court until resolution. This Resolution of Disputes Concerning Card Accounts section will remain in effect even if other terms or provisions are added to, deleted from, or revised in this Agreement; a Card Account related to a Dispute is closed; the relationship between you and the Bank changes; or either party is subject to bankruptcy or insolvency proceedings.

**28.2: GOVERNING LAW, JURISDICTION, AND VENUE FOR NON-JURY TRIAL OF DISPUTES CONCERNING CARD ACCOUNTS.** Any Dispute concerning Card Account shall be governed by federal law and, when not superseded by federal law, the law of the state where that Card Account is located. If you file any lawsuit or other legal proceeding against the Bank that concerns a Dispute, you agree to do so in an appropriate court in the state where the Card Account related to the Dispute is located. If the Bank files any lawsuit or legal proceeding against you that concerns a Dispute, you consent to jurisdiction and venue in an appropriate court in the state where the Card Account related to the Dispute is located.

**28.3: DETERMINING WHERE A CARD ACCOUNT IS LOCATED.**

Notwithstanding any other provision of this Agreement,

- If a Card Account was applied for in person at one of our banking offices, then that account is located in the state specified in the address of record provided by the individual(s) making the Card Application. For Card Accounts with more than one authorized signer, the location of the account is the state specified in the address of the individual whose name appears first on the Card Application.
- If a Card Account was applied for in person, but at a place other than one of our banking offices, then that account is located in the state where the banking office nearest the place of application is located.
- If a Card Account was applied for by mail, digitally, or through other non in-person means, and the address of record for the account provided by the individual(s) making the application was in a state where the Bank had a banking office at the time of application, then the Card Account is located in that state. For Card Accounts with more than one authorized signer, the location of the account is the state specified in the address of the individual whose name appears first on the Card Application.
- In all other cases, including situations in which not all the Card Accounts related to a Dispute are located in the same state, all such Card Accounts will be deemed to be located in Utah.

**29.0: INTERPRETATION; EFFECT, CHANGES TO THIS AGREEMENT:**

**29.1: Duration.** Except for the right to use the Card and to make charges to the Card Account (which right expires when the Card Account is closed), all other provisions of this Agreement shall remain in full force and effect until the Card Account is closed and the Account Holder's Outstanding Balance is paid in full.

**29.2: Headings.** The headings used in this Agreement are for convenience only and shall have no bearing on the interpretation of this Agreement.

**29.3: Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND, WHEN NOT SUPERSEDED BY FEDERAL LAW, THE LAW OF THE STATE WHERE THE CARD ACCOUNT IS LOCATED AS DETERMINED UNDER SECTION 28.3 ABOVE.

**29.4: Monetary Figures:** All monetary figures on the Card Account and in this Agreement are and shall be denominated in United States Dollars.

**29.5: Changing This Agreement.** Account Holder agrees that the Bank may change the terms of this Agreement, including without limitation any term pertaining to the interest charges, at any time. Except for changes to the Credit Limit, the Bank will notify Account Holder of any such change as required by applicable law. If Account Holder does not agree to the change, Account Holder must notify the Bank in writing within 25 days after the effective date of the change, and the Bank may close the Card Account and may elect to have Account Holder pay the Account Holder's Outstanding Balance on or before the payment due date. Otherwise, Account Holder shall be deemed to have agreed to the change in the Bank's notice. Use of the Card after the effective date of the change shall be deemed to be Account Holder's acceptance of the new terms.

**29.6: Integrated Agreement.** Account Holder agrees that this Agreement and the other components of the Card Agreement are the final written expression of the agreement between Account Holder and the Bank and that this Agreement and the other components of the Card Agreement may not be contradicted by evidence of any alleged oral agreement.

**29.7: Severability.** The provisions of this Agreement are severable to the extent that any provision hereof held to be prohibited or unenforceable in any jurisdiction shall not invalidate the remainder of this Agreement in that jurisdiction and shall be fully enforceable in any other jurisdiction not expressly prohibiting such provision.

**29.8: Delay in Enforcement.** The Bank may exercise its rights under this Agreement immediately, or, at the Bank's sole discretion, may decline to enforce or delay in enforcing any such rights without losing, waiving, or impairing them. Account Holder may not sell, assign, or transfer this Agreement or the Card Account or any portion thereof without the express prior written consent of the Bank. The Bank may sell, assign, or transfer this Agreement or the Card Account or any portion thereof without notice to Account Holder. Subject to the foregoing, this Agreement shall be binding upon the heirs, representatives, successors, and assigns of the parties hereto.

## ADDENDUM 1 to Business Credit Card Agreement for Amegy Bank

This Addendum applies to the following Zions Bancorporation, N.A. dba Amegy Bank credit cards: Visa Business, Visa Purchasing Cards, and CashBack for Business Visa Credit Cards

INTEREST RATES AND INTEREST CHARGES	
<b>Purchases Annual Percentage Rate (APR)</b>	<b>Prime Rate + 6.00%</b> for Visa Business, Visa Purchasing, CashBack for Business Visa Cards The APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>Prime Rate + 6.00%</b> for Visa Business, Visa Purchasing, CashBack for Business Visa Cards The APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>Prime Rate + 10.00%</b> for Visa Business and Visa Purchasing Cards The APR will vary with the market based on the Prime Rate. <b>18.00% Fixed APR</b> for CashBack for Business Visa Card
<b>Paying Interest</b>	Your due date is at least 20 days after the close of each billing cycle. We will not charge you any interest on purchases and balance transfers if you pay your entire balance due by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	<b>None</b>
FEES	
<b>Annual Account Fee</b>	Cash Back for Business Visa: <b>None</b> Visa Business and Visa Purchasing Cards: <b>\$30</b> per card (If User makes a minimum of \$2,500 in purchases per year, there will be no annual membership fee for that card).
<b>Transaction Fees:</b>	
▪ <b>Cash Advance</b>	<b>3%</b> of the amount of the transaction, but not less than <b>\$5</b> .
▪ <b>Balance Transfer</b>	<b>2%</b> of the transfer amount but not less than <b>\$5</b> or more than <b>\$50</b> .
▪ <b>International Transaction</b>	<b>2%</b> of the U.S dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency. <b>3%</b> for CashBack for Business Visa Credit Card
<b>Penalty Fees:</b>	
▪ <b>Late Payment</b>	<b>\$19</b> on account balances up to \$249.99; <b>\$29</b> on balances between \$250.00 and \$499.99; <b>\$39</b> on balances of \$500.00 or more.
▪ <b>Returned Payment</b>	Up to <b>\$29</b>
▪ <b>Over Limit</b>	Up to <b>\$29</b>

**How we will calculate your balance:** We use a method called "average daily balance (including new purchases)". See your account agreement for more details.

**How We Determine VARIABLE ANNUAL PERCENTAGE RATES (APR) and Calculate DAILY PERIODIC RATES (DPR) and MONTHLY PERIODIC RATES (MPR):** Unless an introductory or promotional APR is in effect, we add the Prime Rate ("Index") to a Margin to determine your APR. DPR is calculated by dividing the applicable APR by 365 (366 in a leap year). MPR is calculated by dividing the APR by 12 (the number of months in a year).

## ADDENDUM 2 to Business Credit Card Agreement for Amegy Bank

This Addendum applies to the following Zions Bancorporation, N.A. dba Amegy Bank credit cards: AmaZing Rate<sup>®</sup> for Business, AmaZing Cash<sup>®</sup> for Business, and AmaZing Rewards<sup>®</sup> for Business Visa Cards.

INTEREST RATES AND INTEREST CHARGES	
<b>Purchases Annual Percentage Rate (APR)</b>	<b>Prime Rate + 6.50%</b> for AmaZing Rate for Business Visa Card <b>Prime Rate + 8.00%</b> for AmaZing Rewards for Business Visa Card <b>Prime Rate + 8.75%</b> for AmaZing Cash for Business Visa Card The APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfer</b>	<b>Prime Rate + 6.50%</b> for AmaZing Rate for Business Visa Card <b>Prime Rate + 8.00%</b> for AmaZing Rewards for Business Visa Card <b>Prime Rate + 8.75%</b> for AmaZing Cash for Business Visa Card The APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>18.00% Fixed</b>
<b>Paying Interest</b>	Your due date is at least 20 days after the close of each billing cycle. We will not charge you any interest on purchases and balance transfers if you pay your entire balance due by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	<b>None</b>
FEES	
<b>Annual Account Fee</b>	<b>None</b>
<b>Transaction Fees:</b> <ul style="list-style-type: none"> <li>▪ <b>Cash Advance</b></li> <li>▪ <b>Balance Transfer</b></li> <li>▪ <b>International Transaction</b></li> </ul>	3% of the amount of the transaction, but not less than <b>\$10</b> . 3% of the amount of the transaction, but not less than <b>\$5</b> . 3% of the U.S dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency.
<b>Penalty Fees:</b> <ul style="list-style-type: none"> <li>▪ <b>Late Payment</b></li> <li>▪ <b>Returned Payment</b></li> <li>▪ <b>Over Limit</b></li> </ul>	<b>\$19</b> on account balances up to \$249.99; <b>\$29</b> on balances between \$250.00 and \$499.99; <b>\$39</b> on balances of \$500.00 or more. Up to <b>\$29</b> Up to <b>\$29</b>

**HOW WE WILL CALCULATE YOUR BALANCE:** We use a method called “average daily balance”. See your account agreement for more details.

**How We Determine VARIABLE ANNUAL PERCENTAGE RATES (APR) and Calculate DAILY PERIODIC RATES (DPR) and MONTHLY PERIODIC RATES (MPR):** Unless an introductory or promotional APR is in effect, we add the Prime Rate (“Index”) to a Margin to determine your APR. DPR is calculated by dividing the applicable APR by 365 (366 in a leap year). MPR is calculated by dividing the APR by 12 (the number of months in a year).