

VISA BUSINESS POWER CARD

DISCLOSURES REQUIRED BY FEDERAL LAW

1. FINANCE CHARGES:

a) Calculation methods for purchases: To avoid incurring any 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 New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchase extends to the Payment Due Date. The FINANCE CHARGES for a billing cycle are computed by applying the monthly periodic rate to the "average daily balance" for purchases. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. We then add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

b) Calculation method for Cash Advances: The finance charge on cash advances begins to accrue from the date you obtain the cash advance. There is no grace period for a cash advance. The FINANCE CHARGES for a billing cycle are computed by applying the Daily Periodic Rate to the "daily balance" of your account for each day in the billing cycle. To get the average daily balance, we take the beginning balance of your account each day, add any new cash advances or fees, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance.

Periodic rates to compute **FINANCE CHARGES** – Purchases: 1.0625% - 1.2292% per month. Cash Advances 0.0349% - 0.0404% per day.

Corresponding **ANNUAL PERCENTAGE RATES** –

Credit Purchases: **0.00%** introductory APR for 5 months

After that, your **APR** will be **12.75%-14.75%**, based on your creditworthiness

Balance Transfers: **0.00%** introductory APR for 5 months

After that, your **APR** will be **12.75%-14.75%**, based on your creditworthiness

Cash Advances: **12.75%-14.75%**.

The **ANNUAL PERCENTAGE RATE (APR)** on your account for purchases, cash advances, or balance transfers (when applicable) is variable. The variable rate is calculated by adding your margin (6%-8%), which is based on creditworthiness at time of application, to the prime rate (index) which is the rate published in the Wall Street Journal as of the last business day of each month. Any change in this index will cause your **APR** to change on the first day of the month, following a prime rate change on or before the tenth of the prior month. At the end of the promotional period, any balance on the account will be charged at the normal rate on your account.

2. CASH ADVANCE FEE: Up to 4.0% of the amount of each cash advance with a minimum of \$5.00 and a maximum of \$40.00. A transaction fee may be imposed by an ATM operator, not holding your account, or by any national, regional or local network used to complete a Cash Advance transaction. Only 50% of the credit limit may be accessed through a cash advance.

3. INTERNATIONAL TRANSACTION FEE: You are responsible for the fee charged by the merchant.

4. OVER THE LIMIT FEE: You may not exceed the account's applicable limit. The cardholder must immediately pay the amount by which the total new balance exceeds the maximum authorized credit limit. There is no additional Over the Limit Fee.

5. ANNUAL FEE: After the first year, there could be an Annual Fee of \$0.00 for up to 10 cards, \$1.50 for 11-20 cards, and \$1.00 for more than 20 cards issued on the account.

6. MINIMUM PAYMENT: a) The minimum payment is 2.50% of that portion of your balance that does not exceed your credit limit (rounded up to the nearest dollar) or \$20.00, whichever is greater, in addition to the entire portion of the New Balance in excess of your Credit Limit, plus any amount past due. b) If the New Balance on your account equals less than \$20.00, then the New Balance is your minimum payment.

7. LATE CHARGES: If the minimum required payment is not received by the end of the closing date subsequent to the payment due date, a late charge of \$25.00 will be imposed.

8. RETURNED PAYMENT FEE: If your payment is returned is for any reason you will be assessed a fee of \$35.00

9. **PENALTY PERCENTAGE RATE (APR) 24.00%** - This **APR** may be applied to your account if you make a late payment 60 days late, 1 time on any accounts that you have with us. If this occurs, any promotional period and associated rate discount(s) will also come to an end.

How Long Will the Penalty **APR** Apply? If your **APRs** are increased for this reason, the Penalty **APR** will apply until you make six consecutive minimum payments when due.

10. RUSH CARD ORDER: if you request to have a new or replacement card order rushed, there will be a \$35.00 processing fee assessed.

11. STATEMENT REPRINT FEE: There will be a \$5.00 charge for any statements to be reprinted.

12. ON-DEMAND ACH: There will be a \$5.00 charge to make an ACH transaction through the Bank's On-Demand system.

13. BALANCE TRANSFER FEE: Up to 3.0% of the amount of each transfer with a maximum of \$40.00.

14. Documentary stamp taxes as may be required by law shall be imposed on each Cash Advance at the time the loan is made.

15. If you have other loans or credit extensions from issuer or take out other loans or credit extensions with issuer in the future, collateral securing those loans will also secure your obligation under this loan. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this agreement even if the issuer has, or later acquires a security interest in the household goods or a mortgage on the dwelling. If you have executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by issuer to secure your obligations under this credit card plan such accounts and/or funds are additional security for your obligations to issuer arising from the use of your Card.

TERMS GOVERNING THE USE OF YOUR CARD

The person ("Cardholder") whose name is embossed on the face of the VISA Business ("Card") enclosed herewith, and each Cardholder, in the event more than one Card is enclosed herewith bearing the same account number, by signing or using said Card, receipt of which is acknowledged, agrees with the issuer of the Card whose names is printed on the reverse ("Issuer") as follows:

A. Goods and services ("Credit Purchase") may be purchased or leased by means of such card by Cardholder from any retail business establishment ("seller") who honors same upon the execution of a sales slip evidencing such Credit Purchases and bearing the account number of Cardholder embossed on the face of such Card. Additionally, VISA Business Card Cash Advances ("Loans") may be obtained through use of such Card (a) upon execution of a written request of Cardholder in a form furnished to Cardholder from any financial institution that is a member, alone or in association with others, of Visa U.S.A. and (b) upon execution of a written separate agreement with Issuer for a Visa Business Card overdraft financing agreement if offer by Issuer.

B. Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made by, or for Loans extended to, Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and Loans obtained through the use of any other Card Bearing Cardholder's account number that has been issued to another person by reason of such person being a member of Cardholder's family, or otherwise issued upon Cardholder's request (all such Cards bearing the VISA account number herein after collectively called ("Related Cards")).

C. Each Card is the property of Issuer and is not transferable and must be surrendered upon demand. It can be canceled as well as repossessed by Issuer or its designee, and the privileges thereof revoked, at any time without prior notice.

D. Cardholders shall not use the Card or permit the use of Related Cards to obtain Credit Purchases or Loans, which will increase Cardholder's indebtedness to Issuer to an amount in excess of the limit established by Issuer.

E. All Credit Purchases and Loans are affected at the option of the Seller and Cash Advancing Financial Institution respectively, and Issuer shall not be responsible for refusal by any Seller or Cash Advancing Financial Institution to honor the Card or any related Card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to Issuer which shall be shown as a credit on Cardholder's account statement with Issuer.

F. Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting for the prior monthly period all Visa Business Card and Related Card transactions. Such statement shall be deemed correct and accepted by Cardholder and all holders of Related Card unless Issuer is notified to the contrary in writing within 60 days of mailing such statement. Cardholder will pay such statement by remitting to Issuer within 25 days of the closing date reflected on the statement either the full amount billed or, at Cardholder's option, an installment equal to at least the required minimum

payment stated in Item 5 of this disclosure.

G. Interest on Loans and Credit Purchases will be charged in accordance with the finance charge calculation method referred to in Item 1 of this disclosure. The rate of interest shall be established by Issuer from time to time but shall never exceed the maximum rate permitted by law. The current interest rate per annum is the Annual Percentage Rate set forth in Item 1 of the Disclosure.

H. If the card is cancelled or surrendered or is demanded by Issuer, or if Cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment procedures are initiated against cardholder or his property, Issuer may elect to declare all amounts then owed to Issuer to be immediately due and payable without notice or demand of any kind. If Cardholder has other loans with Issuer or takes out other loans with Issuer in the future, collateral securing those loans will also secure the Cardholder's obligations under this agreement. However, unless the Cardholder expressly agrees otherwise, the Cardholder's household goods and dwelling will not secure Cardholder's obligations under this agreement even if issuer has or later acquires a security interest in the household goods or a mortgage on the dwelling. Cardholder agrees to pay all costs incurred by Issuer in collecting Cardholder's indebtedness or in enforcing this agreement, including reasonable attorney's fee and also those costs, expenses, and attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

I. This agreement may be amended from time to time by Issuer by written notice mailed to Cardholder at Cardholder's last known address.

J. Except to the extent that Federal law is applicable, the validity, construction, and enforcement of this agreement and all matters arising out of the issuance and use of the Card shall be governed by the laws of the state in which the principal office of issuer is located.

K. Additional charges, plus applicable taxes, may also be assessed if you pay us with a check not honored by your financial institution, request a copy of a document, request a replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. No Finance Charge will be assessed on such additional charges.

L. Cardholder may be liable for the unauthorized use of the Card or Related Cards as provided in this paragraph. The Cardholder will not be liable for any unauthorized use that occurs after the Issuer is notified, orally or in writing at:

Customer Service	Telephone #
PO Box 183258	(855) 347-1713
Columbus, OH 43218- 3258	(571) 325-3393 outside US

If Cardholder has a consumer account or a business account for which less than 10 cards have been issued; Cardholder's liability for unauthorized use of a card will not exceed \$50.00. If 10 or more cards are issued to employees of a single business or other organization, there is no limit to Cardholder's liability for any unauthorized use that occurs before Cardholder notifies Issuer as provided herein; the business or organization may only impose liability on its employees for unauthorized use of a card as authorized by federal law and regulation.

M. Cardholder agrees that Issuer, its agents, or service companies may monitor and/or record any telephone communications with Cardholder.

N. Payments must be made to the Issuer in U.S. dollars drawn on a U.S. Financial Institution. If Cardholder incurs charges in any other currency, the charges will be converted into U.S. dollars. The exchange rate for transactions in a foreign currency will be a rate selected by VISA Business Card from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA Business Card itself receives, or the government mandated rate in effect for the applicable central processing date. All transactions in foreign countries will be subject to a 1% conversion or processing fee.

O. Issuer shall have sole discretion in how payments are applied to cardholder's account. Issuer may accept checks marked "Payment in Full" or with words of similar affect without losing any of the Issuer's rights to collect the full balance of Cardholder's account.

P. Issuer can reinvestigate and reevaluate any information Cardholder provide on Cardholder's credit application at any time, and in the course of doing so, Issuer may ask Cardholder for additional information, request credit bureau reports and/or otherwise verify Cardholder's current credit standing.

Q. Cardholder agrees that Issuer may re-release information to others, such as credit bureaus, regarding the status and history of Cardholder's account. However, Issuer is not obligated to release any such information to anyone unless Issues is required by law to do so.

R. Cardholder agrees that Cardholder's account shall be subject to all applicable rules and regulations of Visa U.S.A. Inc. as applicable, as well as all applicable laws. If there is any conflict between the provision of this Agreement and the rules and regulations of VISA U.S.A. Inc., the rules and regulations of VISA U.S.A. Inc. shall control. Your VISA Business Card may not be used for any illegal transaction(s)

Third Party/Mobile Devices. You or an authorized user may be permitted to load your credit card to an app on a smart phone, tablet or other electronic device, such as, through a mobile wallet, which could be used for purchases or other transactions without presenting the card. Any such Transactions are covered by this Agreement. We have no control over the device and cannot guarantee the performance of the device.

Additionally, you should protect the security of the device the same as your credit card or other valuable information; there may be third party fees related to the transaction such as mobile carrier data or messaging charges; and we may, at any time, partially or fully restrict your ability to make credit transactions through a third party/mobile device. You agree to notify us promptly if you remove or want to remove your Account information from any third party/mobile device.

Authorized Users. If you wish to have an additional Card issued in another person's name, please contact us and we will send you a Card with the name of the authorized person embossed on the front of the Card. You are responsible for payment of the entire amount owed to us, including any Purchases, Balance Transfers or Cash Advances (and all related interest and fees) made by the authorized person.

Ending Authorized User Privileges. If you want to end an authorized user's privilege to use your Account, you must:

1. Recover and destroy that person's Card. If you do not, you will continue to be liable for any charges made, even if you've advised us of your wish to cancel the privileges, unless you tell us to cancel all Cards and establish a new Account for you.
2. You must notify us of your request by contacting us at the number on the back of your Card or by mail at Enter BANK INFO HERE.

In general, an authorized person is not obligated on this Account and is not liable for any Outstanding Balance or any other charges made by you or by any other authorized person. In the event of the death of all fully liable cardholders, authorized users' privilege ends automatically. After that, if any person uses the Card, such use indicates his or her agreement to pay us, and we may, at our discretion, pursue the person for payment of any Outstanding Balance or any other charges they authorize. You agree to notify each authorized person that they are subject to all applicable sections of this Agreement.

Information about Authorized Users. You agree to give us certain personal information about each authorized user. You must have permission from each authorized user allowing you to give us that personal information. This may include name, address, social security number, date of birth and citizenship.

Authorizations. We don't guarantee approval of transactions. We reserve the right to deny transactions for any reason, such as account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction. If you engage in abuse, misuse or gaming in connection with earning or using points or attempt to do so, we may close or restrict your Forcht Bank credit card(s). Abuse, misuse or gaming includes, but is not limited to, making multiple purchases and multiple payments during a billing cycle whereby the dollar amount for each purchase in the aggregate substantially exceeds your credit limit. We also may limit the number of authorizations we allow during a period of time.

Transactions at some merchants (such as hotels, car rental companies, restaurants, and gas stations) may result in temporary authorizations for amounts greater than the actual Purchase amount. This will make less credit available on your Account for several days, usually until the date the actual Purchase amount is received from the merchant.

NOTICE: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).