

Cardholder Agreement & Pricing Disclosures
Your Groundwork Visa Secured Credit Card Issued by MRV Banks

PRICING INFORMATION

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	18.00%
Annual Percentage Rate (APR) for Balance Transfers	18.00%
Annual Percentage Rate (APR) for Cash Advances	18.00%
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
Fees	
Annual Fee	\$39.00
Transaction Fees	
Cash Advance Fee	None
Balance Transfer Fee	None
Foreign Transaction Fee	None

Penalty Fees Late Payment Fee Returned Payment Fee	up to \$25.00 up to \$25.00
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How We Will Calculate Your Balance: We use a method called Average Daily Balance (including new purchases). More details found later in this Agreement.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided later in this Agreement and on the back of your Statement.

Additional Information Regarding Interest Charges and Fees

Your Account is subject to the following Interest Charges and Fees, each of which will be charged to your Account as a Purchase for the purpose of calculating Interest Charges:

Interest Charges:

Paying Interest Charges: You agree to pay us Interest Charges on your Account as described herein. Interest Charges are calculated using the **Average Daily Balance Method (Including New Purchases)** as described below.

How to Avoid Paying Interest Charges on New Purchases (Grace Period): If you paid the New Balance on your prior monthly Billing Statement by the cutoff time on the due date shown on that Billing Statement (the "Payment Due Date"), we will not impose any Interest Charges on new Purchases, or any portion of a new Purchase, paid by the applicable Payment Due Date (which will be at least 25 days from the billing cycle closing date). New Purchases are Purchases that first appear on your current billing statement.

Paying Interest Charges on Cash Advances and Balance Transfers: Cash Advances and Balance Transfers are subject to Interest Charges from the transaction date. Unlike Purchases, this means there is no time in which you can pay the balance of Cash Advances or Balance Transfers in order to completely avoid Interest Charges.

How We Calculate Interest Charges on Purchases: We use the **Average Daily Balance Method (Including New Purchases)** to calculate the Interest Charges on Purchases for each billing cycle. We figure the Interest Charges on the Purchase balance by multiplying the **Average Daily Balance** for Purchases by the **Daily Periodic Rate** for Purchases. The **Daily Periodic Rate** for Purchases is calculated as set forth below. To get the **Average Daily Balance** we take the beginning balance of Purchases each day, add any new Purchases (including Fees and other charges, but excluding

interest charges), and subtract any payments or credits applicable to Purchases as of their posting dates. This gives us the **Daily Balance**. Then, we add up all the **Daily Balances** for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the **Average Daily Balance** for Purchases. If a **Daily Balance** is negative, we treat it as zero.

How We Calculate Interest Charges on Cash Advances: We use the **Average Daily Balance Method (Including New Cash Advances)** to calculate Interest Charges on Cash Advances for each billing cycle. We figure the Interest Charges on your Cash Advance balance by multiplying the **Average Daily Balance** for Cash Advances by the **Daily Periodic Rate** for Cash Advances. The **Daily Periodic Rate** for Cash Advances is calculated as set forth below. To get the **Average Daily Balance** we take the beginning balance of Cash Advances each day, add any new Cash Advances, and subtract any payments or credits applicable to Cash Advances as of their posting dates. This gives us the **Daily Balance**. Then, we add up all the **Daily Balances** for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the **Average Daily Balance**. If a **Daily Balance** is negative, we treat it as zero.

How We Calculate Interest Charges on Balance Transfers: We use the **Average Daily Balance Method (Including New Balance Transfers)** to calculate the Interest Charges on Balance Transfers for each billing cycle. We figure the Interest Charges on the Balance Transfer balance by multiplying the **Average Daily Balance** for Balance Transfers by the **Daily Periodic Rate** that applies to that balance. The **Daily Periodic Rate** for Balance Transfers is calculated as set forth below. To get the **Average Daily Balance** we take the beginning balance of Balance Transfers each day, add any new Balance Transfers (including Fees and other charges but excluding interest charges), and subtract any payments or credits applicable to Balance Transfers as of their posting dates. This gives us the **Daily Balance**. Then, we add up all the **Daily Balances** for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the **Average Daily Balance** for Balance Transfers. If a **Daily Balance** is negative, we treat it as zero.

Daily Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE (APR): To calculate Interest Charges, we multiply the **Average Daily Balance** by the **Daily Periodic Rate**. The **Daily Periodic Rate** is calculated by dividing the **ANNUAL PERCENTAGE RATE (APR)** for Purchases, Balance Transfers and Cash Advances by 365. The **Daily Periodic Rate** for your Purchases is 0.04932% which is equivalent to a corresponding **ANNUAL PERCENTAGE RATE (APR)** of 18.00%. The **Daily Periodic Rate** for Cash Advances and Balance Transfers is 0.04932%, which is equivalent to a corresponding **ANNUAL PERCENTAGE RATE (APR)** of 18.00%. **Subject to any**

grace period, the Fees assessed to your Account will be treated as Purchases and will be subject to the APR applicable to Purchases.

Penalty ANNUAL PERCENTAGE RATE (APR): None

Annual Fee: A non-refundable Annual Fee of \$39.00 will be charged to the Account when your Account is opened. This Annual Fee will be charged to the Account annually on the anniversary date of opening the Account. The Annual Fee is not refundable even if the Account is closed for any reason by either you or us, and the Fee is a condition of maintaining the Account whether or not you use the Account by making Purchases or Balance Transfers or receiving Cash Advances.

Cash Advance Fee: None

Balance Transfer Fee: None

Foreign Transactions Fee: We will not impose a Foreign Transaction Fee for any foreign transaction made using your Account. If you make a transaction in a currency other than U.S. dollars using your Card, Visa will apply to the transaction the foreign currency conversion procedures published from time to time for its members and effective at the time the transaction is processed. Currently, the conversion procedures used by Visa for such transactions generally require application of either a government-mandated rate or a wholesale market rate determined by Visa for the processing cycle in which the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date of your transaction. The currency conversion rate used hereunder may be the same as, greater than, or less than the rate that would be used by a financial institution in the country in which the transaction occurred. The currency conversion adjustment may show as a separate entry on your Account. You may be blocked from using your Card in any country with which the U.S. maintains sanctions and/or high fraud countries, as determined in our sole discretion. We do not determine the currency conversion rate.

Late Payment Fee: If we do not receive payment from you in at least the amount of your Total Minimum Payment Due within 15 days after Payment Due Date shown on your monthly billing statement by 5:00pm Central Time, you will be charged a Late Payment Fee equal to the lesser of (a) \$5.00 if your past due amount is less than or equal to \$25; (b) the greater of 5% of your minimum payment due or \$15.00, not to exceed \$25.00, or (c) your past due total minimum payment due amount.

Express Delivery Fee: We impose a \$25.00 fee for the express delivery of your or any Additional Cardholder's Card. If you request this service, we will charge the fee against your available credit limit and send your Card using expedited delivery service.

Document Access and Fees: Your Account Documents, including monthly Billing Statements, will be provided to you in accordance with your selected delivery preference. You may access Account Documents and up to 24 prior months Billing Statements at any time online via our online account management platform. If you request a paper duplicate of any monthly Billing Statement or other Account Document, we may impose a fee of **\$3.00** to defray our hard costs associated with manual research and mailing, unless the request is made in connection with a bona fide billing error dispute.

Returned Payment Fee: If any check or other item tendered in payment of any amount due on your Account is returned unpaid for any reason, you will be charged a Returned Payment Fee. The Fee will be the lesser of (a) \$25.00 or (b) your past due total minimum payment amount.

VISA® CARDHOLDER AGREEMENT

THIS CARDHOLDER AGREEMENT CONTAINS AN ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION.

General: This document contains your **Credit Pricing Information** and the **Credit Cardholder Agreement** (collectively, the "Agreement"). The Agreement contains important information related to the credit card account issued by MRV Banks (the "Account"), including information about an arbitration provision applicable to the Account that will substantially affect your rights unless you reject it. However, the arbitration provision does not apply if you are a Covered Borrower (as defined herein) entitled to protections under the Military Lending Act. Please see the section entitled "Military Lending Act Disclosures" for more information. When you use your Account (or sign or keep the Card), you agree to the terms of this Agreement. Please retain a copy of this Agreement for your records.

Account Terms: In this Agreement, "us," "we," and "our" means MRV Banks, Ste. Genevieve, Missouri, and our agents, authorized representatives, successors, and assignees. The terms "you" and "your" each refer to the person applying to us for an Account.

Any references to "days" found in this Agreement are calendar days unless otherwise indicated.

Account Limitations: Your total unpaid Cash Advances may not exceed the Cash Advance limit set forth in your Billing Statement.

Account Documents: This Agreement constitutes your contract terms with us, which may be supplemented or expanded by the following documents:

- (1) Your Billing Statements (defined below), including the backer and any inserts;
- (2) Any privacy notices;
- (3) Your Card benefits brochure which describes benefits provided by Visa U.S.A. for your Account;
- (4) All disclosures and materials provided to you before or when you opened your Account, including your Application Disclosures;
- (5) Any other documents and disclosures we make available to you relating to your Account, including those provided online;
- (6) Any future changes we make to any of the above with or without notice;
- (7) Any other document we are legally required to provide you now or in the future.

Account Information: We need information about you to manage your Account. This information includes:

- (1) Your legal name;
- (2) A valid U.S. mailing address and residential address (if different);
- (3) Your date of birth;
- (4) Your Social Security number or other government identification number;
- (5) Your telephone number(s); and
- (6) Your employment and income information.

You must tell us when this information changes by calling us at (866) 614-0322 or writing to us at Customer Service, PO Box 31112, Tampa, FL 33631-3112. We may ask you for additional documents to verify any changes, including, without limitation, a copy of your driver's license or other identifying documents. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested.

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Cash Advances: You may use your Card to obtain Cash Advances if (i) your Account is not past due and (ii) you have available credit for Cash Advances. However, the total of your unpaid Cash Advances may not exceed the Cash Advance limit set forth in your Billing Statement. Cash Advance amounts may also be subject to limits imposed by banks and ATM operators.

Cash Advance at ATMs: We may issue you a Personal Identification Number (PIN) to use to obtain Cash Advances at participating automated teller machines (ATMs). Or, you may request

a PIN for Cash Advances by contacting us. We will send you a notification confirming your PIN. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised for any reason, you must contact us immediately. You can change your PIN through PIN Now, our automated PIN change service, or select or change your PIN by calling us 888-886-0083.

Balance Transfers: It may take up to seven (7) business days to process any Balance Transfer requests. Upon initiating a Balance Transfer, you may cancel or modify your transfer request by calling the number on the back of your Card, provided the request is within a reasonable amount of time. We are not responsible for any failure to cancel or modify your transfer request if we act reasonably in attempting to effect such cancellation or modification. The total amount of your Balance Transfer must be less than your available cash advance credit limit or any other limit we communicate. You agree you will not transfer any disputed purchase or other charge amount as you may lose your dispute rights. You further agree to continue to make payments on your other account(s) until you have confirmed your Balance Transfer has been approved and received by us. Once approved, we'll pay the amount of the Balance Transfer directly to the issuer of the other account, and the Balance Transfer amount will be added to your Card balance. The available credit limit for your Card will be reduced by the total amount of the Balance Transfer.

Credit Limit: If you are approved and once your Account is opened, your credit limit is equal to the security deposit funded by you (minimum security deposit is \$300.00) and held by MRV Banks in a non-interest bearing savings account. Your credit limit will be disclosed to you when your Card is issued and will also appear on your Billing Statement. Please reference the Security Agreement below for more information on the connection between your security deposit and your credit limit. You agree not to make any Purchase or Balance Transfer, or obtain any Cash Advance, that would cause the unpaid balance of your Account to exceed your credit limit. The total of your unpaid Cash Advances may not exceed the Cash Advance limit set forth in your Billing Statement. You agree that we may change your credit limit at any time without affecting your obligation to pay the amounts you owe under this Agreement. We may honor transactions above your credit limit, but if we do, you agree these transactions do not increase your credit limit, and you will immediately repay any amounts that exceed your credit limit on your next statement.

Using Your Card: You may use your Card and your Account for Purchases, Cash Advances, and Balance Transfers, provided your Account is in good standing and you have available credit. Each time you use your Card, either for a Purchase, Cash Advance, or Balance Transfer, you are requesting us to make a loan to you for the amount of the Purchase, Cash Advance, or Balance Transfer. Each Purchase, Cash Advance, or Balance Transfer obtained will reduce the available credit under your credit limit until it is repaid in accordance with the terms of this Agreement.

(1) This Agreement applies whether or not you use your Card. It will continue to apply even after your Account is closed as long as you have a balance.

(2) You must sign the Card immediately when you receive it.

- (3) You must return the Card to us or destroy it if we ask you to.
- (4) You must take reasonable steps to prevent the unauthorized use of your Card and Account.
- (5) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your Account is not in default.
- (6) We are not responsible for any losses you incur if we do not authorize a transaction.
- (7) We are not responsible for any losses you incur if anyone refuses to accept your Card or Account for any reason.
- (8) You may not use Cash Advances to pay any amount you owe us or any other company affiliated with us.
- (9) You must not use, or try to use, the Card or Account for any illegal activity. You are responsible for any charges if you do.
- (10) If you use your Account number to make a Purchase, Cash Advance, or Balance Transfer without presenting your Card (such as for an internet purchase), the legal effect will be the same as if you used the Card itself.

Joint Accounts: If this is a joint account, each of you will be individually responsible for paying all amounts owed under the Agreement. This means that we can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make transactions on the Account individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

Authorized Users: If another person is given access to your Card or Account with your express or implied permission, that person is an Authorized User, even if we did not issue an additional Card in the Authorized User's name. At your request, and if we agree, we may issue an additional Card in the name of an Authorized User with your Account number. This Authorized User will be an Additional Cardholder. We may require certain information about Authorized Users. We may limit Authorized Users' ability to use your Account. Authorized Users may have access to certain information about your Account. You will be responsible for all charges, Purchases, Cash Advances, Balance Transfers, Interest Charges, and Fees incurred by any Authorized User or anyone the Authorized User allows to use your Account or Card, even if you did not want, or agree to, that use. We are not required to try to obtain payment from any Authorized User before requiring payment from you. You and each Authorized User agree that Authorized Users shall be subject to this Agreement, and we may report Account information to consumer reporting agencies in the names of both you and any Additional Cardholder.

Removing an Authorized User: If you want to remove an Authorized User from your Account, you must contact Customer Service at (866) 614-0322 or by writing to us at Customer Service, PO Box 31112, Tampa, FL 33631-3112 and request their removal. You also must immediately destroy all Cards in the Authorized User's possession, if any, and cancel any preauthorized charges or other transactions the Authorized User may have set up on your Account. The Authorized User will be able to use your Account until you have notified us that you are removing the Authorized User from your Account and we have had a reasonable amount of time after receiving your request to remove the Authorized User. During this time, you will still be responsible for all amounts the Authorized User charges to your Account. You will be

responsible even if these amounts do not appear on your Account until later. Authorized Users may remove themselves from your Account upon request. We reserve the right to remove Authorized Users from your Account for any reason. To remove Authorized Users from your Account, we may close your existing Account, open a new Account and issue a new Card with a new Card number.

Additional Cards: You may authorize Additional Cardholders to be issued a Card and use your Account. Additional Cardholders do not have accounts with us, but they are authorized to use your Account, and the additional Card linked to your Account, subject to the terms of the Agreement. Additional Cardholders who do not agree to the terms of this Agreement should immediately cease use of their Cards and either destroy or return such Cards to you. You are responsible for all use of your Account by Additional Cardholders and anyone they allow to use your Account. You must pay for all Purchases, Cash Advances, Balance Transfers, charges or transactions made by Additional Cardholders or anyone they allow to use your Account. Once you authorize an Additional Cardholder to be issued a Card, the Additional Cardholder will continue to have access to your Account until you remove the Additional Cardholder in accordance with the removal procedures set forth above. You authorize us to give Additional Cardholders information about your Account and to discuss your Account with them. Additional Cardholders must take reasonable steps to prevent the unauthorized use of the additional Card and Account. If their additional Card is lost or stolen, the Additional Cardholder should tell us immediately by notifying us by phone at (866) 614-0322 or at creditservices@groundworkcard.com

Your Promise to Pay: You promise to pay us all amounts due on your Account. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual Card (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the Card in person. If you let someone else use your Card or Account, you are responsible for all transactions that person makes.

Statements: We will generally send or make available to you a monthly billing statement for each Account at the end of each Billing Cycle. If there are two or more cardholders, you agree that all Statements and notices regarding the Account may be sent solely to the email shown on our billing records. Your Statement will arrive around the same time each month; however, we reserve the right to change the date of your Billing Cycle at any time to the extent permitted by law. Statements will reflect the activity and our Interest Charges, Fees and other charges on your Account during the immediately preceding monthly Billing Cycle. They will also show your monthly minimum payment due and the due date by which we must receive payment. Under certain circumstances, the law may not require us to send or make available to you a Statement or may prohibit us from doing so.

E-Statements: You may elect to receive electronic monthly Billing Statements (“E-Statements”). If you enroll in E-Statements, you consent to monthly Billing Statements being provided to you electronically. You may cancel your enrollment in E-Statements at any time by emailing us at

creditservices@groundworkcard.com, or by calling us at (866) 614-0322 during our operating hours 9:00am to 4:00pm CT, each Monday through Friday on a business day. You must indicate in your cancellation of the E-Statement service whether you intend to revoke your consent to all electronic communications or only opt out of receiving E-Statements. If you fail to specify your intent, we will assume you intend to revoke your consent to all electronic communications.

Disputed Transactions: You must inspect each Statement you receive. Tell us about any errors or questions you have regarding your Statements, as described in the “Your Billing Rights” section below. The information contained on the Statement will be deemed to be correct unless you notify us in accordance with the “Your Billing Rights” section below.

No Warranties: We are not responsible for any claim you may have regarding the purchase of goods or services made with your Card beyond your rights described in the “Your Billing Rights” Section.

Lost or Stolen Card; Liability of Unauthorized Use: You agree to take reasonable steps to prevent the unauthorized use of your Card and Account. If your Card is lost or stolen, or if you think someone else may be using your Account without your permission, you must contact Customer Service immediately at (866) 614-0322 or in writing at Customer Service, PO Box 31281, Tampa, FL 33631-3281. If you are out of the United States, you can call collect at 727-299-2449. You will generally not be responsible for transactions on your Account that we find to be unauthorized; provided, however, certain exceptions may apply and you may be liable for up to \$50. You agree to cooperate in our investigation of the unauthorized use and provide any information we deem necessary to our investigation. If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request. We will send you a new Card with a new Account number to replace the Card that was lost or stolen. Although you will be issued a new Account number, you will not be considered to have opened a new Account, and any existing balance will be transferred to the replacement Account.

Minimum Payment: Each Billing Cycle, you must pay us at least the minimum payment due by the Payment Due Date. Your Statement will tell you:

- (1) The minimum payment due,
- (2) Your new balance, which is the outstanding balance of your Account at the end of the Billing Cycle,
- (3) The Payment Due Date, and
- (4) An explanation of when your payment must reach us for us to consider it received as of the Payment Due Date.

Returns and other credits to your Account will reduce your Card balance, but they will not be treated as payments or change your minimum payment due. In addition to the minimum payment, you may pay all or part of the total balance on your Account. But, you must still pay at least the minimum payment due each Billing Cycle, even if you paid more than the minimum

payment due in the previous Billing Cycle. We will continue to charge Interest Charges during Billing Cycles when you carry a balance on your Account, regardless of whether your Statement includes a minimum payment that is due.

The minimum payment will equal the New Balance shown on your statement if that amount is less than \$25. If the New Balance exceeds \$25, the minimum payment will equal the greater of (a) \$25 or (b) 1% of the New Balance plus interest charges plus fees billed in the monthly billing statement plus the greater of (i) the entire portion of the New Balance in excess of your Credit Limit or (ii) any amount past due.

Making Payments: Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your Card. You must send mailed payments to us as instructed on your Statement, unless we tell you otherwise. Please allow at least one week for mailed payments to arrive and plan accordingly to avoid late payments. Payments made to your Account through either the address shown on your monthly billing statement or through the Groundwork Card online account portal before 5pm CT are considered to have been made on the date received. If payment is made at any other location or through any other means, credit for such payment may be delayed for up to 5 business days.

Other Payment Methods: We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these payment methods and any applicable Fee before you use them. You do not have to use these alternative payment methods to make payments on your Account.

We are not responsible if your financial institution rejects a payment made using any payment method. If you ask someone else to make a payment for you, we may provide that person with limited Account information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept a payment from another person on your behalf, you will be responsible for that payment, including, without limitation, payment of any Returned Payment Fee if a financial institution rejects the payment.

Declines and Authorizations: You agree that we shall have no liability if any merchant or bank refuses to honor your Card or Account number, if an ATM or other device fails to properly operate, or if payment services are unavailable due to circumstances beyond our control (such as system failures, fires, floods, natural disasters, pandemic or other unpredictable events). Some transactions on your Account will require prior approval. These prior approvals are called "authorizations." We may limit the number of authorizations we will give your Account during any certain period of time (day, weekend, week) and we may deny an authorization if we suspect that your Account is being used without your permission. If our authorization system is not working fully, we may be unable to give an authorization even though the transaction would not exceed your credit limit. For security reasons, we cannot explain the details of how the authorization system works. You agree that we will not be liable for failing to give an authorization. We are not obligated to honor every transaction, even if you have available

credit. We may decline a transaction on your Account at our discretion for any reason including the following: because of operational considerations, because your Account is in default, or if we suspect fraudulent or unlawful activity. We are not responsible for any losses if a transaction on your Account is declined for any reason, whether by us or a third party, even if you have sufficient credit available. If the authorization is denied, we may notify the person who attempted the transaction that it has been refused. Transactions at some participating merchants (such as hotels, car rental companies, and restaurants) may result in authorizations for amounts greater than the actual purchase amount, which will have the effect of making less credit available on your Account for several days (usually until the date the actual purchase amount is received from the merchant).

Payment Processing and Payment Holds: We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account. You may not have full use of available credit until your payment has cleared, which may take up to 7 business days. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues.

When you send us an Item as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the payment. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your Item back from your bank. We will provide additional information about this process on your Statement.

We may use the information from an Item to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an Item. We will not be responsible if an Item you provide has physical features that when imaged result in it not being processed as you intended.

How We Apply Your Payments: Your Card has different Annual Percentage Rates (APRs) for Purchases, Balance Transfers, and Cash Advances. We will apply your payments in a Billing Cycle as follows:

- (1) We apply credits and payments up to your minimum payment due first to the balance with the lowest APR, and then to balances with higher APRs.
- (2) We apply any part of your payment exceeding your minimum payment due to the balance with the highest APR, and then to balances with lower APRs.

Items with Restrictive Words, Conditions, or Instructions

You must mail all Items bearing restrictive words, conditions, limitations, or special instructions to:

Customer Service
PO Box 31112
Tampa, FL 33631-3112

This includes Items marked "Paid in Full" or similar language. This also includes all accompanying communications. If you make such a payment or send any accompanying communications to any other address, we may reject it and return it to you. We may also accept it and process it without losing any of our rights. Satisfaction of a debt for less than the full amount due or imposition of any other term or condition on us requires a written agreement, signed by our authorized representative.

Credit Balances: We may reject and return any payment that creates or adds to a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges or transactions on your Account. You may write to the address provided on your Statement or call Customer Service to request a refund of any available credit balance.

Military Lending Act Disclosure: The Military Lending Act provides protections for Covered Borrowers, as defined in at 32 C.F.R. § 232.3(g). The following provisions of this Military Lending Act Disclosure section apply to Covered Borrowers. If you would like more information about whether you are a Covered Borrower, you may contact us at (866) 614-0322. If you are a covered borrower any waiver of right to legal recourse under any state or federal law (including but not limited to the waiver of defenses and the waiver of presentment, notice of dishonor, protest and all other demands and notices otherwise applicable), and any other provision in this Agreement that is not enforceable against you under the Military Lending Act, do not apply to you.

(1) **Military Lending Act 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 dependents may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

(2) **Oral Disclosures:** In order to hear these important disclosures related to the Military Lending Act, you may call toll free at (866) 614-0322.

(3) **Applicability of Binding Arbitration:** The Binding Arbitration section of this Agreement does not apply to Covered Borrowers.

Card Default: You will be in default if:

- (1) You do not make your minimum payment by the due date;
- (2) Any payment you make is rejected, not paid or cannot be processed, resulting in your account being past due;

- (3) You exceed your credit limit;
- (4) You file or become the subject of a bankruptcy or insolvency proceeding;
- (5) You are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
- (6) We determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
- (7) You do not comply with any term of this Agreement or any other agreement with us; or
- (8) You permanently reside outside the United States.

If you are in default, we may take certain actions with respect to your Account. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- (1) Charge you Fees, or change the APRs and Fees on your Card, if permitted by applicable law and your Account documents;
- (2) Close or suspend your Card or the Card of any Additional Cardholder;
- (3) Lower your credit limit(s), including, without limitation, your Cash Advance limit;
- (4) Demand that you immediately pay the total balance owed on your Account or increase your minimum payment due;
- (5) Continue to charge you Interest Charges and Fees as long as your balance remains outstanding;
- (6) Initiate collection activity, and
- (7) Exercise all other rights or remedies permitted by law.

Notwithstanding the foregoing, if your Account is past due, is part of a bankruptcy or insolvency proceeding, or is otherwise charged off, the total balance on your Account may be immediately due and payable. You promise to pay any collection costs and attorneys' fees that we incur as a result of your default. Our failure to declare your Account in default does not excuse you from performing all of your obligations under this Agreement, nor shall such failure constitute a waiver of our rights to declare the Account in default and terminate your ability to use the Account and the Card at a later time or upon the occurrence of the same or a different event of default. A negative credit report reflecting on your credit record may be submitted to one or more credit-reporting agencies if you fail to fulfill the terms of your credit obligations.

Communications: You agree that we may communicate with you by mail, telephone, email, fax, autodialer, pre-recorded message, automated voice, text message or other means allowed by law regarding your Account. You agree that we may contact you at any telephone number (including a mobile telephone number that you provide us), and use an automated telephone dialing system or similar device to do so. You agree that your consent to receive calls and/or text messages sent to your mobile phone may be revoked by providing written notice of your revocation to us at Customer Service, PO Box 31112, Tampa, FL 33631-3112, and that such revocation notice will state your name, mailing address, specific telephone number(s) for which the revocation applies, and at least the last four digits of your Account number so that we may identify you and your Account. To stop receiving SMS/Text communications, reply 'STOP' then to restart SMS/Text communications, reply 'START'. Message and data rates may apply. You

further consent and agree, unless restricted by applicable law, that we may monitor and record telephone calls and other conversations regarding your Account and suppress caller identification services. If you provide us at any time with an email contact for your Account, you agree we may use that email address to contact you about your Account and may send you information about products and services related to your Account. You agree to be responsible for any charges associated with the form in which we choose to communicate with you.

Privacy Policy: The privacy policy for MRV Banks is provided separately in accordance with applicable law.

Credit Reports: You authorize us, our service providers, successors and assigns to obtain information about you at any time from a credit reporting agency until you pay off your Account with us. We may also verify your credit references and other information that you provide to us, including verification through third parties. You agree to furnish us with all requested information. We may obtain updated or additional information about you, including without limitation from consumer reports obtained from credit reporting agencies, for any legitimate purpose, including, but not limited to, the extension of credit to you or the review or collection of your Account. Upon request, we will tell you if we have used a consumer report in connection with your application and provide you the name and address of the consumer reporting agency that provided the report to us. We may report information about your Account to credit bureaus and others. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. Information we provide may appear on your and the Additional Cardholders' credit reports.

If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing at Customer Service, PO Box 31112, Tampa, FL 33631-3112. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

Closing or Suspending Your Account: You may contact Customer Service to ask us to close your Account. We may close or suspend your Card at any time, even if you are not in default, without notice to you except as may be required by applicable law. If we close your Account, we will not be liable to you for any consequences resulting from closing your Account or suspending your credit privileges.

If we close or suspend your Account for any reason, you must stop using your Card and your Account. You must also cancel all preauthorized billing arrangements set up on the Card or Account. If we close or permanently suspend your Account, you must return or destroy all Cards. You must still pay us all the amounts you owe on the Account.

Changes to Your Agreement: At any time, we may add, delete or change any term of this Agreement, unless the law prohibits us from doing so. Unless prohibited by applicable law, these changed or new terms will apply to any Account balance outstanding on the effective date of the change and to all future balances. We will give you notice of any changes as

required by law. We may notify you of changes on your Statement or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes.

The Law That Applies to Your Agreement: This Agreement, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the State of Missouri (without regard to internal principles of conflict of laws), except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The legality, enforceability, and interpretation of this Agreement and the amounts contracted for, charged, and reserved under this Agreement will be governed by such laws. We extend credit pursuant to Missouri law. You agree that this extension of credit is made, executed and delivered in Missouri.

Waiver: We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future.

Severability: If any provision of this Agreement, including any portion of the Binding Arbitration section set forth below, is determined to be invalid or unenforceable under any rule, law, or regulation, the validity or enforceability of any other provision of this Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible. Notwithstanding the foregoing, if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire Claim, as defined in the Binding Arbitration section below, be heard by a judge, sitting without a jury, under applicable court rules and procedures.

Assignment: This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your Account or this Agreement to someone else.

We may sell, assign or transfer your Account and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your Account or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another reasonable manner at our sole discretion.

Benefits Disclosure: We may offer you certain benefits and services with your Account. Any benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the Guide to Benefits and other official documents provided to you from

time to time by or on behalf of MRV Banks. We may adjust, add, or delete benefits and services at any time and without notice to you.

BINDING ARBITRATION: YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE ACCOUNT ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION. COVERED BORROWERS UNDER THE MILITARY LENDING ACT ARE NOT SUBJECT TO BINDING ARBITRATION OR OTHER WAIVERS.

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before JAMS or the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms may be obtained from and Claims made may be filed with JAMS (800.352.5267 or jamsadr.com) or the American Arbitration Association (800-778-7879, or www.adr.org). Arbitration hearings shall be held within the federal judicial district that include your address at the time the Claim(s) is filed, or at some other place to which you and we agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This binding arbitration provision shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your

behalf. If any portion of this binding arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

The arbitrator shall enforce the applicable law in the Agreement and shall honor applicable statutes of limitations and claims of privilege. The arbitrator may award any relief available under applicable law, provided that the arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages.

You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person arbitration hearing or proceeding shall be held in the same city as the U.S. District Court closest to your billing address unless you and we agree otherwise.

The arbitrator has no authority to conduct class, joint, private attorney general or consolidated arbitration proceedings on any Claim and may award relief only on an individual basis. If you assert a Claim against us, we can choose to arbitrate. Claims brought as part of a class action, or any other representative action can be arbitrated only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of two (2) or more persons may not be combined in the same arbitration.

Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties.

The terms of this binding arbitration provision remain in full force and effect unless you opt-out by providing us written notice of your election to opt out of binding arbitration as provided below or otherwise agree in writing to set the terms aside. These terms survive, for example but without limitation, the cancellation or termination of the Agreement or your Account, the satisfaction of any obligations under the Agreement or your Account, the transfer, sale, or assignment of the Agreement or your Account or any rights under either, and the bankruptcy of any party.

If any part of these terms are found unenforceable, subject to any rights to judicial and/or appellate review, the offending part shall be severed and the balance of the terms shall remain in effect and shall be construed in light of the express intent of you and us to resolve all claims on a bilateral basis in binding arbitration.

You may opt-out of this binding arbitration provision by sending written notice to us of your decision to opt-out. Notice must be sent by United States Postal Certified Mail, Return Receipt Requested, to the following address: Customer Service, PO Box 31112, Tampa, FL 33631-3112. The notice must be postmarked

no later than 30 days after the date of Account opening when you received this Agreement. You must retain proof of receipt. Your opt-out notice must state that you reject the binding arbitration terms and include your name, address, Account number and personal signature. No one else may sign the opt-out notice. Your opt-out notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Your decision to opt-out will not affect our decision to continue to extend credit to you under the Agreement.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Monthly Billing Statement

If you think there is an error on your monthly billing statement, write to us at the address listed on your monthly billing statement. In your letter, give us the following information:

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

You must contact us:

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

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

What Will Happen After We Receive Your Letter

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

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

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

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

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

- *If we made a mistake:* You will not have to pay the amount in question, or any interest or other fees related to that amount.

●*If we do not believe there was a mistake:* You will have to pay the amount in question along with applicable Interest Charges and Fees. We will send you a statement of the amount you owe, and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (NOTE: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your Account do not qualify.
3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

CUSTOMER SERVICE

PO Box 31112

Tampa, FL 33631-3112

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

State Disclosures

California and Utah Residents: As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a Consumer Reporting Agency if you fail to fulfill the terms of your credit obligations.

Notice to California Residents: A married applicant may apply for a separate Account. After credit approval, each applicant shall have the right to use the Account up to the limit of the Account.

Notice to Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that Consumer Reporting Agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Notice to Oregon Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire balance, at any time.

New York Residents: New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rate, fees, and grace periods. New York State Department of Financial Services 1-800-342-3736 or www.dfs.ny.gov.

New York, Rhode Island and Vermont Residents: We may obtain a consumer report for any legitimate purpose in connection with your Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Account. Upon your request, we will inform you of the names and addresses of any Consumer Reporting Agencies that have furnished the reports.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree. **Wisconsin marital property law requires us to collect certain information about your spouse in order to provide notice that we have extended credit to you under this credit plan. If the Account for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at Wisconsin Resident Cardholder Services, PO Box 31112, Tampa, FL 33631-3112.**

Glossary

- **"Account"** means the credit card account issued by MRV Banks.
- **"Additional Cardholder"** means any Authorized User who is issued an additional Card to access your Account.
- **"Authorized User"** means anyone who uses a Card or your Account with your consent.
- **"Balance Transfer"** means when you contact us to transfer a balance from another credit card account to this Account electronically or by phone.

- **“Billing Cycle”** means the period of time reflected on a Statement. You will have a Billing Cycle even if a Statement is not required. We will often specify a Billing Cycle by the month in which its closing date occurs. For example, a “March Billing Cycle” will have a closing date in March. We may also refer to a Billing Cycle as a “Billing Period”. If your Account balance has charged off, we may switch to quarterly Billing Cycles for your Account.
- **“Card”** means any credit card issued by MRV Banks in connection with your Account. This includes all renewals and substitutions. It also means any other access device for your Account we give you that allows you to obtain credit, including any Account number.
- **“Cash Advance”** means a loan in cash or things we consider cash equivalents, including wire transfers, travelers’ checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers.
- **“Fees”** means charges imposed on your Account not based on the Annual Percentage Rates.
- **“Interest Charges”** means any charges to your Account based on the application of Annual Percentage Rates.
- **“Item”** means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments.
- **“New Balance”** means the outstanding balance on your Account, as set forth in your monthly Statement.
- **“Purchase”** includes (a) a transaction using your Card to purchase or lease goods or services from one who honors the Card; (b) any other Account related Fees; and (c) any other transaction that is not otherwise a Cash Advance or Balance Transfer.
- **“Statement”** means a document showing important Account information, including all transactions billed to your Account during a Billing Cycle and information about what you must pay. We may also refer to your Statement as a “Periodic Statement” or a “Billing Statement”.

Security Agreement

This is the Security Agreement for your Groundwork Secured Account ("Account"). The words "you," "your," and "yours" mean you and any other person(s) who are contractually liable under the Cardmember Agreement governing the Account. The words "our," "us," and "we" mean MRV Banks. "Business days" are Monday through Friday, excluding Federal Reserve Bank holidays.

1. Security Deposit Account.

In consideration of and as a condition to our opening the Account for you and other good and valuable consideration, you are providing funds from an account in your name to serve as security for your Account ("Funds"). We will hold these Funds in an account ("Security Deposit Account") under our exclusive control. You must maintain this Security Deposit Account as security for the Account, and you grant us a security interest in the Security Deposit Account. This Security Deposit Account will include any and all future extensions, renewals, or replacements of the Security Deposit Account. No portion of the Security Deposit Account may be used to secure other loans. The minimum amount required to be deposited is the amount of

your initial Account credit line but will not be less than \$300.00. You may make a transfer to the Security Deposit Account solely for purposes of funding your required security deposit. The Security Deposit Account will be solely owned by you. Funds in MRV Banks Security Deposit Accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum allowable limits. For more detailed information on FDIC coverage, contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342), (TDD: 1-800-925-4618) or visit www.fdic.gov. MRV Banks will maintain separate records to account for your Funds.

2. Withdrawals.

You will not be permitted to make withdrawals from the Security Deposit Account (See Section 7 below for terms and conditions regarding return of the Funds and closure of your Account.) Your Security Deposit Account will not accrue interest.

3. Additional Funds.

Other than depositing Funds to secure your Account, you will not be permitted to make deposits to the Security Deposit Account.

4. Security Deposit Account Statements.

The statement for the amount being held for your Security Deposit account will be sent electronically on a periodic basis no less than twice a year.

5. Electronic Fund Transfers to or from your Security Deposit Account.

You may fund your Security Deposit Account with an electronic fund transfer ("Transfer"). If we do not complete a Transfer to your Security Deposit Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, we will not be liable if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. In case of errors or questions about your funding transfers, call us at (866) 614-0322 or in write to us at Groundwork Card - Security Deposit, PO Box 118888, Carrollton TX 75011-8888 as soon as you can, if you think your statement is wrong or if you need more information about a funding Transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and Account number. (2) Describe the error or the Transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 business days to investigate your complaint or question. If we decide to do this, we will credit your Security Deposit Account within 10 business days for the amount you think is in error (if applicable), during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Security Deposit Account (if applicable). For errors involving a new Security Deposit Account, we may take up to 90 business days to investigate your complaint or question. For a new Security Deposit Account, we may

take up to 20 business days to credit your Security Deposit Account (if applicable) for the amount you think is in error. We will tell you the results within three business days after completing.

6. Pledge and Grant of Security Interest.

You understand that granting us a security interest in the Security Deposit Account and the Funds is a necessary condition for opening your Account. As security for the prompt payment and performance of all your obligations to us arising pursuant to the Account ("Obligations"), you hereby grant a security interest to us in all of your right, title, and interest in the Security Deposit Account and any and all Funds, including all proceeds of and additions to the Security Deposit Account and the Funds. We may increase or decrease your Account credit line and no such action shall change the fact that the Security Deposit Account and the Funds are held by us as security for the Obligations. You represent that there are no current lawsuits or bankruptcy proceedings that might affect our interest in the Security Deposit Account or the Funds. You have not and will not attempt to transfer or offer any interest in the Security Deposit Account or the Funds to any person other than us. You and we acknowledge that subject to our possession of and security interest in the Security Deposit Account and the Funds, you retain beneficial ownership of the Security Deposit Account and the Funds for FDIC insurance purposes.

7. Interest on Funds.

No interest will be paid on the Funds. If we do pay interest in the future, we will add it to the Security Deposit Account.

8. Application of Funds to the Account.

If you are in default under the Cardmember Agreement or the Account is closed for any reason, you authorize us at any time(s) to withdraw all or any portion of the Funds from the Security Deposit Account and apply them to reduce your Obligations. Any such application of Funds will not constitute any part of the Minimum Payment Due under the Cardmember Agreement. You will continue to be responsible for making payments as required under the Cardmember Agreement and for repaying any outstanding Obligations. Our rights under this Security Agreement are in addition to any others we have under applicable law. We may make settlements or compromises on the Security Deposit Account, transfer the Security Deposit Account to our name, or exercise ownership rights on the Security Deposit Account. We are not required to provide you any advance notice before exercising our rights herein.

9. Return of Funds.

If we determine that you qualify for return of any Funds from the Security Deposit Account, we will return these Funds to you by a method we deem sufficient. If your Account is closed, we will return any excess Funds that remain in the Security Deposit Account after repayment of all Obligations. We generally return these excess Funds within ten business days after the end of the second billing period following the time that Funds are initially applied to reduce your Obligations. If we mail a check to you, we will mail it to your mailing address on file with us for the Security Deposit and Card Accounts. In the event of your death, we will not release Funds

on deposit unless all Obligations have been repaid and all legal documents we require are delivered to us.

10. Confidentiality.

We will disclose information to third parties about your Security Deposit Account or any transfers you make: (a) where it is necessary for completing a transfer, or (b) in order to verify the existence and condition of your Security Deposit Account for a third party, or (c) in order to comply with government agency or court orders, or (d) if you give us your written permission, or (e) as permitted by the privacy notice we have provided to you.

11. Legal Proceedings.

We may comply with any writ of attachment, adverse claim, garnishment, tax levy, restraining order, subpoena, warrant, or other legal proceeding involving your Security Deposit Account which we believe to be valid. If your Account, your Security Deposit Account, or your Funds become involved or are likely to become involved in a legal proceeding, you understand that the entire balance of your Funds in the Security Deposit Account may be restricted until the matter has been resolved. Such proceedings are subject to our security interest. We shall be entitled to rely upon the representations, warranties, and statements made in such legal proceedings. You agree to hold harmless and indemnify us for any losses, expenses and costs, including reasonable attorneys' fees, incurred by us as a result of complying with such legal proceedings. In addition to the events of default set forth in the Cardmember Agreement, you will be in default under the Cardmember Agreement if we are served or become involved with a legal proceeding regarding the Funds or Security Deposit Account.

12. Miscellaneous.

This Security Agreement and our security interest and rights as pledge hereunder are governed by Missouri law. We may, in our sole discretion, assign the Security Deposit Account and our rights and obligations under this Security Agreement. If we use an attorney to defend or enforce our rights under this Security Agreement or to perform any legal services in connection with this Security Agreement, we may charge you our legal costs as permitted by law. This Security Agreement supplements the Cardmember Agreement. The other terms of the Cardmember Agreement apply to this Security Agreement, and as such disputes regarding the terms of this Security Agreement are subject to Arbitration as set forth in the Cardmember Agreement. The terms of this Security Agreement shall survive and continue to apply to the Security Deposit Account following closure of the Account or the Security Deposit Account, and shall be binding on you even if you cancel your Account or do not accept the Cardmember Agreement as permitted in the Cardmember Agreement. If any part of the Security Agreement is invalid, the rest of the Security Agreement will remain in effect.

Glossary

- **"Account"** means your Groundwork Secured Account
- **"FDIC"** means the Federal Deposit Insurance Corporation
- **"Funds"** means funds from an account in your name that serve as security for your Account

- **“Obligations”** means performance to us arising pursuant to your Account
- **“Security Deposit Account”** means an account in your name to serve as security for your Account
- **“Transfer”** means an electronic fund transfer to fund your Security Deposit Account