

TRUSTMARK NATIONAL BANK
CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

This Agreement contains the terms that govern the use of your MasterCard Credit Card Account and outlines both your responsibilities and ours. Please read it in its entirety and keep it for your reference. The accompanying **Summary of Terms** (Account Opening) is hereby incorporated into and made a part of this Agreement. In addition, the application, acceptance certificate or other request you signed or otherwise submitted for this Account (the "Application"), your Card and the Card Carrier that we send with your Card, and your signature (including any electronic or digital signature) on any Application, sales slip, or other evidence of indebtedness on your Account, are hereby incorporated into and made a part of this Agreement. This Agreement begins on the earlier of (i) the date you sign or otherwise submit an Application that is approved by us, or (ii) the first date that we extend credit to you on your Account, as evidenced by a signed sales slip or memorandum, a Cash Advance transaction, a Balance Transfer transaction, or otherwise.

DEFINITIONS

To simplify this Agreement for you, the definitions listed below will apply throughout, both in this Agreement and in your monthly statement. In addition, the words *you*, *your*, and *yours* refer to the Cardholder(s) who holds the Card and is responsible for the Account. The words "we", "us", and "our" refer to Trustmark National Bank.

Account: The credit card account for which you were issued a Card imprinted with your Account number, which is subject to all terms and conditions of this Agreement.

Account Year: The 12-month period (consisting of 12 Billing Cycles) commencing with the first Billing Cycle that begins when the Account is opened and each successive 12-month period thereafter.

ATM: Automated Teller Machine.

Balance Transfer: A transaction in which, pursuant to your request, we may arrange directly with another financial institution to transfer to your Account all or a portion of an outstanding balance you owe or for which we send you Checks to use for such purposes. Your use of a Check or your Card, or any Cash Advance obtained by such use, to pay yourself all or a portion of such an outstanding balance is not a Balance Transfer for the purposes of this Agreement. A Balance Transfer is treated as a Purchase for purposes of this Agreement, except that in the provisions for determining the Interest applicable to your Account, separate provisions apply to Balance Transfers and to Purchases. Accordingly, in the Interest provisions of this Agreement the terms "Purchase" and "Purchases" do not refer to Balance Transfers.

Billing Cycle: The time interval covered by a monthly statement. Each Billing Cycle is approximately 30 days in length, although the first Billing cycle may be longer or shorter than 30 days.

Card: Any MasterCard credit card issued by us which you may use to obtain cash, make Purchases, or lease goods or services on credit. Use of your Account number to obtain credit will be considered a use of the Card.

Card Association: MasterCard Worldwide.

Card Carrier: The carrier that contains your Card.

Cardholder: The person to whom a Card is issued, or who has agreed to pay obligations arising from a Card issued to another person.

Cash Advance: Credit extended to you in the form of a cash loan through any financial institution honoring the Card either presented directly or through any other credit instrument, Check, device, overdraft coverage plan or ATM/ITM that we make available to you.

Check: Any check we make available to you for the purpose of drawing against your Account. These are subject to the same terms and definitions as Cash Advances unless otherwise noted.

Closing Date: The date of the last day of a Billing Cycle.

Credit Line: The maximum amount of credit available to you on your Account.

Foreign ATM/ITM Fee: The fee assessed for the usage of an ATM/ITM that is not owned or operated by us.

Foreign Currency Conversion: You may make a Purchase or obtain a Cash Advance in a currency other than U.S. dollars or in a country other than the United States. If you do, the card association will convert the transaction into U.S. dollars. The conversion rate between the transaction currency and the billing currency will be either (i) a rate selected by the card association from the range of rates available in wholesale currency markets for the applicable central processing

date, which rate may vary from the rate the card association itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate the card association uses may differ from any published rate in effect on the day you made the transaction or the day it was posted to your Account.

ITM: Interactive Teller Machine.

Margin: The amount added to the Prime Rate in the calculation of a variable Monthly Periodic Rate. "Prime Rate" is defined below in this Agreement under "Regular Monthly Periodic Rates."

New Balance: The total outstanding Account balance on the Closing Date specified on your monthly statement.

Previous Balance: The balance of your Account at the beginning of a Billing Cycle. This will be the same as the "New Balance" shown on your previous monthly statement.

Purchase: Any extension of credit to your Account for the purpose of purchasing or leasing goods or services from participating establishments.

User: Any person authorized by you to obtain credit under your Account.

YOUR PROMISES TO US

You promise to do everything the Agreement requires of you, so long as your Account has an unpaid balance, remains open to future transactions, or both. Each of you and all of you promise, individually and together, to pay us all amounts due on your Account, now and in the future. This promise applies any time the Account is used by any of you or by any authorized User. This promise includes amounts where you or any authorized User use the Account or a Card for a transaction with a merchant or financial institution but are not required to sign the purchase slip or other sales transaction documents. If you or an authorized User use your Card number without presenting the Card itself (such as for mail, telephone or Internet purchases), these transactions will be treated as if you or the authorized User used the Card in person. The amounts you promise to pay in connection with your Account include all Account transactions in each balance category that are made by any of you and any authorized User, plus all interest charges and any other fees and charges, as described in the Agreement.

Purchases or Cash Advances

You may use your Card or Checks to purchase or lease goods or services from participating establishments. You may also use your Card to obtain Cash Advances from your Account at an ATM/ITM, or by presenting it to us, or to any institution that accepts the Card for that purpose.

You will owe us for these amounts, plus any applicable Interest and other applicable charges or fees, payable in U.S. dollars.

Your Credit Line

You may not use your Account in any way that would cause you to go over your Credit Line. We may refuse to authorize or accept any transaction on your Account if your outstanding Account balance exceeds your Credit Line or if the transaction (if authorized) would cause you to exceed your Credit Line or if your Account is delinquent. We may in our discretion from time to time, but are under no obligation to do so, allow you to make a Purchase, Cash Advance or Balance Transfer transaction that causes you to exceed your Credit Line. If we do allow you to exceed your Credit Line at any time, you must repay the excess amount according to the terms of this Agreement, and we are not obligated to allow you to exceed your Credit Line at any other time in the future. We may change your Credit Line amount at any time and will notify you accordingly if we do so.

Checks

We may supply you with personalized Checks that are subject to the following conditions. Payment of a Check will be treated as a Cash Advance on your Account for Interest calculation purposes and all other purposes. Your Check must be written in U.S. dollars. Only the person whose name appears on the Check may sign it. We are authorized to pay any Check drawn on your Account even if the signature does not correspond exactly to the signature on our records. You agree that Checks written on your Account will not be returned to you. We are entitled to return any of your Checks unpaid if your outstanding Account balance is in excess of your Credit Line or if payment of the Check would cause you to exceed your Credit Line, or if your Account is in default, or if your right to obtain further credit under your Account has been terminated. If we honor the Check under these circumstances, the amount in excess of your Credit Line will be due immediately. You may not use a Check to make payments on your Account or any other account you may have with us.

We may pay Checks dated more than six months prior to the date they are presented for payment. You may not write a postdated Check, but we may pay a

Check regardless of a postdate. We will not certify a Check.

MAKING PAYMENTS

Monthly Statements

We will send a statement at the end of each monthly Billing Cycle if there is a debit or credit balance on your account of \$1 or more, a balance on which Interest has been imposed or as otherwise required by applicable law. You agree to pay us, or any party to whom we may transfer and assign your Account, in U.S. dollars according to all terms and conditions of this Agreement.

Minimum Payment

The Minimum Payment is the greater of 3% of your New Balance or the sum of all Fees, Interest and any past due amounts plus 1% of your New Balance. If you elect not to pay your New Balance in full, you must pay the Minimum Payment so that it is received by the "Payment Due Date" shown on your statement, which is at least 21 days after we mail or deliver the monthly statement. Your Minimum Payment will also include any amount by which the New Balance exceeds your Credit Line.

You may, at any time, pay more than the Minimum Payment without incurring any additional charge for prepayment.

How To Make Payments

Your payments to us must be in U.S. dollars from a U.S. deposit account and must otherwise be acceptable to us. We do not accept cash payments through the mail. You may not make Account payments with funds borrowed from your Account or any other credit account with us. You agree to follow the payment requirements we disclose on monthly statements from time to time. Any in-person payment that we accept from you at one of our branch offices before its closing time will be credited to your Account on the day we receive it. Any payment method that we promote, such as payments you authorize by electronic fund transfer, will be credited to your Account on the day we receive it. Mailed payments must be mailed to us at the address for payments shown on your monthly statement, unless we expressly instruct you to make payments at a different address. A mailed payment will be credited to your Account on the day we receive it, if you send the payment coupon from your monthly statement in the same envelope with your payment or you include your Account number on your payment, and your payment arrives at the address we specify no later than the Payment Due Date indicated on your monthly statement. If your Payment Due Date falls on a day when we do not receive payments, any payment we receive the next day that conforms to these payment requirements will not be treated as late. Please allow at least five (5) days for postal delivery. Unless we or our agents specifically instruct you to make payment in a different manner, payments received at any other location or in any other form may not be credited for up to five (5) days. This may cause you to be charged Late Payment Fees and additional interest charges.

Application of Payments

We reserve the right to apply payments to your Account, in any manner we choose at our sole discretion, in accordance with applicable law.

Security Interest

If we now or in the future, hold any title, pledge or security interest in any of your property other than your principal residence, it may be that the terms of the instrument creating such title, pledge or security interest will also secure your obligations on this Account.

HOW INTEREST IS DETERMINED

Your Interest for any Billing Cycle will include periodic Interest amounts computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under "Computing the Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATE (APR)**" and in the accompanying Summary of Terms (Account Opening), to (i) your Average Daily Balance of Cash Advances (including new Cash Advances), and (ii) (except when you are entitled to avoid paying interest on Purchases described below) your Average Daily Balance of Purchases (including new Purchases), and (iii) your Average Daily Balance of Balance Transfers (including new Balance Transfers), except that if there is a periodic Interest charge so computed for Purchases or Cash Advances or Balance Transfers, that is less than any applicable Minimum Interest charge shown on the accompanying Summary of Terms (Account Opening), then that Minimum Interest charge will instead be imposed.

When Interest Begins to Accrue

Subject to any period to avoid paying Interest, Interest on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is

made and will continue to accrue on unpaid balances as long as they remain unpaid. You will have at least 21 days after we mail or deliver the monthly statement to repay any new Purchases included in the New Balance (if any) shown on your statement for any Billing Cycle to avoid incurring an additional Interest charge on new Purchases. No Interest charge on Purchases will be imposed for any Billing Cycle in which the Previous Balance is zero or a credit balance. Interest on Cash Advances and Interest on Balance Transfers will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance or Balance Transfer is made and will continue to accrue on unpaid balances as long as it remains unpaid. There is no time period within which to pay to avoid Interest on Cash Advances or on Balance Transfers.

Calculating the Balance Subject to Interest

Average Daily Balance of Cash Advances (including new Cash Advances):

To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, add any new Cash Advances as of the date of transaction and subtract the applicable portion of any payments and credits as of the date of posting. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Average Daily Balance of Purchases (including new Purchases):

The balance calculation method for Purchases is the Average Daily Balance (including new purchases). To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the date of posting. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Balance Transfers (including new Balance Transfers):

To get the Average Daily Balance of Balance Transfers, we take the beginning Balance Transfer balance of your Account each day, add any new Balance Transfers as of the date of transaction and subtract the applicable portion of any payments and credits as of the date of posting. This gives us the daily balance for Balance Transfers. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Balance Transfers.

Computing the Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATE (APR)**

Regular Terms

Promotional or Introductory Monthly Periodic Rates: Any Promotional or Introductory Monthly Periodic Rate(s) and corresponding **ANNUAL PERCENTAGE RATE**, the type of average daily balances to which it applies if it does not apply to all your average daily balances, and the period for which it is applicable, are shown on the accompanying Summary of Terms (Account Opening). However, if we fail to receive your Minimum Payment by the Payment Due Date in any two consecutive Billing Cycles, then any Promotional or Introductory Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATE** will be replaced by the applicable Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** determined as described below under "Regular Monthly Periodic Rates" and "Penalty Monthly Periodic Rate", and any Promotional or Introductory period that would otherwise have remained in effect will be deemed to have terminated early. Except during periods and with respect to balances for which such a Promotional or Introductory Monthly Periodic Rate is applicable, each Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Account will be determined as described below under "Regular Monthly Periodic Rates" and "Penalty Monthly Periodic Rate". As required by applicable law, you will receive advance notice of any increase in your Monthly Periodic Rate(s) and corresponding **ANNUAL PERCENTAGE RATE**. Such notice will also include the effective date of any increase.

Regular Monthly Periodic Rates: One or more Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATES** apply to your Account, as shown in the accompanying Summary of Terms (Account Opening) and Card Carrier.

Purchases and Balance Transfers: The Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to Purchases and Balance Transfers may vary. The Regular Monthly Periodic Rate applied in any

Billing Cycle to the Average Daily Balance of Purchases and the Average Daily Balance of Balance Transfers will be equal to 1/12 of the total of (i) the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the calendar month in which the Billing Cycle begins (or if not published that day, on the date of its next publication following that date), the "Prime Rate," and (ii) the Margin shown in the accompanying Summary of Terms (Account Opening). The Prime Rate utilized may not be the lowest rate offered in the market. The current Regular Monthly Periodic Rate(s) and corresponding **ANNUAL PERCENTAGE RATE(S)** under the above formula are shown on the accompanying Summary of Terms. If the Prime Rate increases, the Regular Monthly Periodic Rate(s) and corresponding **ANNUAL PERCENTAGE RATE(S)** under the above formula may increase. As a result, the Interest, the Minimum Payment, and the number of payments may also increase. Any new Regular Monthly Periodic Rate(s) will apply to your entire Average Daily Balance of Purchases and your Average Daily Balance of Balance Transfers, including both existing balances and new transactions, and be determined as described above.

Cash Advances: The Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to Cash Advances are fixed rates. The Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Average Daily Balance of Cash Advances are shown on the accompanying Summary of Terms (Account Opening).

Penalty Terms

Penalty Monthly Periodic Rate: Notwithstanding the above provisions relating to Promotional or Introductory Monthly Periodic Rates and Regular Monthly Periodic Rates, following the occurrence of either of the Penalty Rate Conditions listed in the accompanying Summary of Terms (Account Opening), the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to each Average Daily Balance of your Account will be the fixed rate shown as the Penalty Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** on the accompanying Summary of Terms (Account Opening), but (with respect to each such balance) only if that Penalty Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** represent an increase over the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** that would otherwise then apply to each balance. In any event you will receive applicable advance notice of any increase to your Periodic Rate(s) and corresponding **ANNUAL PERCENTAGE RATE(S)**. Such notice will include the effective date of any increase.

OTHER FEES AND CHARGES

In addition to Interest, a variety of fees and charges may be applied to your Account, as follows:

Annual Membership Fee

If there is an Annual Membership Fee for this Account, it will be shown on the accompanying Summary of Terms (Account Opening). This fee will be assessed annually on the anniversary date of your Account.

Cash Advance Fee

Each time you obtain a Cash Advance, we will charge your Account the Cash Advance Fee shown in your Summary of Terms (Account Opening).

Balance Transfer Fee

Each time you obtain a Balance Transfer, we will charge your Account the Balance Transfer Fee shown in your Summary of Terms (Account Opening).

Foreign Transaction Fee

Each time you make a Purchase or obtain a Cash Advance in a currency other than U.S. dollars or in a country outside the United States, we will charge your Account the Foreign Transaction Fee shown in your Summary of Terms (Account Opening).

Late Payment Fee

If we do not receive your Minimum Payment on or before its Payment Due Date, we will charge your Account a Late Payment Fee of \$26 or the amount due for your Minimum Payment, whichever is less. If we do not receive your Minimum Payment by its Payment Due Date on more than one occasion during a six-month period, the amount of your Late Payment Fee will increase to \$37 or the amount due for your Minimum Payment, whichever is less. If we receive on-time Minimum Payments after that for six consecutive months, the Late Payment Fee will return to \$26.

Documentation Fee

You may request a copy of a statement previously sent to you for a \$5 Documentation Fee, which will be added to your Account. Copies of sales tickets

or other items posted to your Account may be obtained for a \$5 Documentation Fee, which will be added to your Account. Notwithstanding the foregoing, we will not impose any fee in connection with a good faith assertion of a billing error or other exercise of your Billing Rights (see below under "Your Billing Rights: Keep This Notice For Future Use").

LOST CARDS AND UNAUTHORIZED USE

If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at: Trustmark National Bank Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114 or call us at 601-949-4462 or toll free at 800-243-2524.

YOUR BILLING RIGHTS:

KEEP THIS DOCUMENT 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 Statement

If you think there is an error on your statement, write to us at: **Trustmark National Bank Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114.**

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an 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 statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

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

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

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with 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. (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 credit card for the purchase. Purchases made with cash advances from an ATM/ITM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: **Trustmark National Bank Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114.**

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.

OUR RIGHTS AND HOW THEY AFFECT YOU

Consent for Communications and Call Recording or Monitoring

You expressly authorize us and our agents and service providers to use any available written, electronic, or verbal means of contacting you for any purpose related to the servicing and collection of your Account and for any other informational purpose related to your Account (each, a "Communication"). You agree this authorization for Communications includes, but is not limited to, our use of manual calling methods, prerecorded or artificial voice messages, text messages, e-mail messages, and/or automatic telephone dialing systems. You agree that we and our agents and service providers may contact you for these Communications using any e-mail address or telephone number you provide, including a number for a cellular telephone or other wireless device, regardless of any charges you may incur as a result. We will not charge you for making a Communication, but your service provider may. You agree that we and our agents and service providers may monitor and record telephone calls about your Account to assure service quality or for other legitimate business reasons. You understand and agree that we and our agents and service providers may always communicate with you in any manner permitted by law that does not require your prior consent.

Refunds

If a seller agrees to give a refund, you will accept a credit on your Account instead of a cash refund.

No Waiver of Rights; Disputed Amounts

We can accept late or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Trustmark National Bank Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114.

Credit Reports and Information

You authorize us to make or have made any credit, employment, or other investigative inquiries we deem appropriate (including without limit by obtaining a consumer report) prior to extending credit to you. You also authorize us to make such inquiries and obtain consumer reports when renewing, updating, or collecting on your Account in the future. Upon your request, we will tell you whether a consumer report was requested and the names and addresses of any consumer reporting agencies that provided such reports. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Notice of Inaccurate Information

If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Trustmark National Bank Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114.

Collection and Default

Unless prohibited by applicable law, your Account is considered to be in default if (1) we do not receive at least the Minimum Payment on or before the Payment Due Date, (2) you try to exceed or do exceed your Credit Line without permission, (3) you become subject to bankruptcy or insolvency proceedings, (4) you become subject to attachment or garnishment proceedings, (5) you give us any false

information or signature, (6) you die, or (7) you fail to comply with any portion of this Agreement. Our accepting a late or partial payment does not waive the default. Default on this Account will constitute default on all accounts you hold with us, except to the extent prohibited by applicable law.

Subject to any notice of default and right to cure or other restrictions of applicable law, if you are in default, we may declare the entire balance due immediately. Unless prohibited by applicable law, you agree to pay our reasonable costs and attorneys' fees related to the collection of your Account.

Change of Terms

Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement. We will send notice of such a change to you then in the manner required by applicable law. As of the effective date, the changed or new terms will apply to new Purchases and Cash Advances and Balance Transfers made and/or posted to your Account after such date, and also to the outstanding balances(s) of your Account subject to the limitations of applicable law.

Delay in Enforcement

We can delay enforcing our rights under this Agreement without losing them.

OTHER PROVISIONS

Ownership and Use of Your Card

As the Account Cardholder(s), you are liable for all credit obtained under your Account. If you authorize another person to use your Card or Check, you are liable for any credit obtained on your Account for as long as that person holds the Card or Check. In addition, you will remain liable until you recover possession of the Card or Check. Misuse of your Card by an authorized person will not be considered unauthorized use. See "Lost Cards and Unauthorized Use" above. All Cards and Checks issued by us remain our property. We reserve the right to cancel, suspend, recall or reissue any Card or Check at any time without prior notice. Upon demand, you must return any Card we supply to you or destroy the Card by cutting it in half immediately. Checks must be mailed or returned to us upon request. Cards may not be reissued if you move out of our service area.

Internet Gambling Transactions

Internet gambling transactions submitted for authorization will be declined. These transactions include, but are not limited to, lottery tickets, casino gambling chips, off-track betting and wagers at racetracks. This includes transactions on any Card or Account issued through us.

Bitcoins, Cryptocurrencies and Virtual Currencies

Given concerns both globally and domestically regarding the potential economic, financial, operational, legal, customer protection and security-related risks associated with bitcoins, cryptocurrencies, and virtual currencies, we will not permit usage of this Account or any Card towards the purchase or trading of such bitcoins, cryptocurrencies, and virtual currencies.

Transactions

You will retain for statement verification your copy of each purchase slip, Cash Advance, or other transaction to your Account.

Transfer and Termination of Your Account

You may not transfer your Account to any other person. We may assign your Account to any other person at any time. Either you or we may terminate or suspend your credit privileges at any time. However, you will remain liable for all charges until they are paid in full.

Honoring Your Card

We are not liable for the failure or refusal of a merchant, ATM/ITM or other institution to honor your Card. Although you may have credit available, we will not be liable for the failure to authorize credit due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization by us before the transaction can be approved. In addition, we may limit the number and amount of transactions approved in one day for security reasons.

Change of Address and Telephone

We will send all written notices and statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to advise us promptly if you change your mailing address, place of employment, or telephone number.

Severability

If any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions will remain in effect.

Entire Agreement; Interpretation

This Agreement constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

Governing Law

This Agreement and your Account, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to your Account, this Agreement or any transferred balances, are governed by and construed in accordance with federal law and, unless preempted by federal law, by the laws of Mississippi, without regard to conflicts of law principles and regardless of where you reside or use the Account. 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. This Agreement is entered into between you and us in Mississippi. We make decisions about granting credit to you from, extend credit to you under this Agreement from, and accept your payments in, Mississippi. This Agreement is subject to federal laws, regulations, case law and regulatory opinions and interpretations that govern interest, the exportation of interest, and the preemption of state law, including without limitation 12 U.S. Code §85. The Arbitration Agreement provisions in this Agreement are governed solely by the Federal Arbitration Act, 9 U.S. Code §1, et seq., and not by any state laws regarding arbitration. Military Lending Act: Certain members of the Armed Forces and their dependents ("Covered Borrowers") are protected by the Military Lending Act, 10 U.S.C. §987, and its implementing regulations, 32 C.F.R. Part 232 ("MLA"). This section applies only to Covered Borrowers. If you want more information about whether this section applies to you, please contact us at 800-243-2524. If you are a Covered Borrower as defined by the MLA, any waiver of your right to legal recourse under any state or federal law, and any other provision in this Agreement that is unenforceable against you under the MLA, does not apply to you.

Statement of MAPR: 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%. 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 charge (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).

Oral Disclosures: To hear important MLA disclosures and payment information provided in this Agreement, please call 800-243-2524.

Arbitration Agreement:

The following Arbitration Agreement does not apply to you if you are a member of the active military, or a spouse or dependent of a member of the active military, and your Account is subject to the Military Lending Act, 10 U.S.C. § 987, and its implementing regulations, 32 C.F.R. § 232.1, et seq.

PLEASE NOTE THAT, UNLESS YOU EXERCISE YOUR RIGHT TO REJECT AND OPT OUT OF THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW IN PARAGRAPH O, YOU ARE AGREEING TO WAIVE YOUR RIGHT TO A JURY TRIAL, TO PARTICIPATE IN A CLASS ACTION, AND TO SEEK PUNITIVE AND/OR EXEMPLARY DAMAGES.

A. Governing Law. You and we agree the Agreement involves interstate commerce and this Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., ("FAA"), as amended. You and we agree that the arbitrator must strictly apply applicable substantive law and applicable statutes of limitation consistent with the FAA and must honor claims of privilege recognized at law.

B. Mandatory Arbitration. Unless otherwise stated in this Arbitration Section, any "Dispute" between you and us shall, at the election of you, us, or our respective heirs, successors, assignees or related third parties (together, the "Parties"), be resolved by a neutral, binding arbitration, and not by a court of law. This procedure includes any Dispute over the interpretation, scope, or validity of this Agreement, the Arbitration Agreement or the arbitrability of any issue, with the sole exception of the Parties' waiver of any right to bring a class action or to participate in a class action as provided for under paragraph G shall be solely determined by the appropriate court, if necessary. The Arbitration Agreement applies to the Parties, including their respective employees or agents, as to all matters which arise out of

or relate to this Agreement or are in any way connected with the extension of credit set forth in this Agreement, or any resulting transaction or relationship.

C. Dispute: In this Arbitration Agreement, the word "Dispute" has the broadest possible meaning. "Dispute" means any action, dispute, claim, or controversy of any kind arising out of, in connection with or in any way related, even indirectly, to the Agreement or the extension of credit set forth in the Agreement. Accordingly, and by way of example only, "Dispute" includes claims related to: your application; information you have provided to us; information and disclosures we have provided to you; any prior agreements between you and us; extensions; renewals; refinancings; payment plans; servicing; collections; privacy; and customer information. The term "Dispute" also includes, without limitation: claims under federal or state consumer protection laws; claims in tort or contract; claims under statutes or common law; claims at law or in equity; other past, present or future claims, counterclaims, cross-claims, third party claims, interpleaders or otherwise; and any claim relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including, but not limited to, any claim that all or any part of this Arbitration Agreement, except paragraph G, is void, voidable or unconscionable.

D. Facts About Arbitration. In arbitration, a neutral third party ("Arbitrator") resolves Disputes, instead of a judge or jury. You and we waive the right to go to court. The Arbitrator will conduct a hearing, which is private and less formal than a court trial. Each side will have the opportunity to present some evidence to the Arbitrator. The Arbitrator may limit the Parties' ability to conduct fact-finding prior to the hearing, called "discovery." Other rights that the Parties might have in court might not be available in arbitration. Following the hearing, the Arbitrator will issue an award. The Arbitrator's decision is final, and a court may then enforce the award like a court judgment. Courts rarely overturn an Arbitrator's award.

E. Pre-Arbitration Resolution. Before commencing arbitration, you can call us at 800-243-2524 and attempt to resolve the Dispute. If we are unable to resolve the Dispute by phone, you may mail us notice of your Dispute, within 90 days of the Dispute date to: Trustmark National Bank, Attn: Arbitration Notices, PO Box 291, Jackson, MS 39205. You may call us or use certified mail to confirm receipt. In your notice, tell us the details and how you want to resolve it. We will try to resolve the Dispute. If we make a written offer ("Settlement Offer"), you may reject it and arbitrate. If we do not resolve the Dispute, either party may start arbitration. No party will disclose settlement proposals, including a Settlement Offer, to the Arbitrator.

F. Rules and Procedures. Either party may start arbitration by mailing the other a notice of arbitration, even if a lawsuit has been filed. This notice must be given by certified mail, return receipt requested. Notice to you shall be sent to the address you provided when you entered into this Agreement or any later address you provided to us. Notice to us, our assignees or related third parties must be sent to Trustmark National Bank, Attn: Arbitration Notices, P.O. Box 291, Jackson, MS 39205. The party initiating the arbitration must set forth in the notice the nature and factual basis of the Dispute, the names and addresses of all other Parties, the amount involved, and the specific relief requested. The responding party must mail a response within 20 days and may also set forth any counter-Disputes. If you start the arbitration, you may choose to use either the American Arbitration Association ("AAA") (800-778-7879 or <http://www.adr.org>) or JAMS (800-352-5267 or <http://www.jamsadr.com>). Or, your notice may propose a local attorney, retired judge or Arbitrator in good standing with an arbitration group. If we do not agree to the Arbitrator you propose, or your notice does not choose an arbitration group or propose a local Arbitrator, we will choose the group. The Arbitrator must arbitrate under the AAA or JAMS consumer rules, a copy of which are available on the websites set forth above. Any rules that conflict with any of our agreements with you will not apply. If no Arbitrator is available under the foregoing procedures, the Parties agree that an arbitrator may be appointed by a court in accordance with the FAA. Such Arbitrator must enforce your agreements with us, as they are written. The Arbitrator must conduct the arbitration hearing within 30 miles of your home or where the transaction occurred.

G. Class Action Waiver. The Parties agree to give up any right they may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant. The Parties agree to give up any right to consolidate or join any arbitration proceeding with the arbitration or others. The Parties give up the right to serve as a private attorney general in any jurisdiction in which such procedure might be permitted. To the extent the Parties are permitted to file small claims under Paragraph K, the Parties agree that any small claim may only be brought on an individual basis and that no small claim may be brought on a class or

representative basis. The Parties further agree that if a court or arbitrator decides this Paragraph G is void or unenforceable, this Arbitration Agreement shall be void and without effect.

H. Punitive Damage Waiver. The Parties waive any right to seek or recover punitive and/or exemplary damages in any Dispute. No arbitrator shall have the power or authority to award punitive and/or exemplary damages.

I. Fees and Costs. If you request, we shall advance all of the Arbitrator's fees and expenses, as well as all administrative and filing fees. The Parties shall be responsible for their own attorneys' fees associated with any arbitration, unless otherwise allowed for under applicable substantive law and awarded by the Arbitrator. If the Arbitrator awards you funds, you will not have to reimburse any arbitration fees and expenses we have advanced. If the Arbitrator does not award you funds, you agree to reimburse us for any arbitration fees and expenses we have advanced. Any such reimbursement will not exceed the filing fees and costs you would have incurred if you had filed a lawsuit in court.

J. Self-Help. Notwithstanding this Arbitration Clause, the Parties retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the Dispute by the arbitrator. No Party waives the right to elect arbitration of a Dispute by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court.

K. Exceptions. The Parties agree this Arbitration Clause does not apply to "small claims," meaning those claims either party is entitled to file and maintain in an appropriate small claims court or any action where the total amount in controversy is \$15,000 or less, including any claims for attorney's fees and non-monetary relief. The Parties agree that any appeal from a judgment obtained pursuant to this paragraph shall be appealable only by arbitration according to the procedures set forth in this Arbitration Agreement.

L. Severability. If it is determined that any paragraph or provision in this Arbitration Agreement is illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the other paragraphs and provisions of this Arbitration Clause. The remainder of this Arbitration Agreement shall continue in full force and effect as if the severed paragraph or provision had not been included. Notwithstanding this severability provision, if a court of competent jurisdiction determines that paragraph G is void, illegal, invalid, or unenforceable, the Parties agree that paragraph G shall not be severed, and this Arbitration Agreement shall be void in its entirety.

M. Survivability of Arbitration Clause. This Arbitration Agreement will survive and continue in full force and effect notwithstanding cancellation, termination, amendment, payment in full, discharge in bankruptcy, or other expiration or conclusion of the Agreement or any other contract or transaction between the Parties, unless otherwise agreed in writing. In addition, you understand and acknowledge that the rights and responsibilities afforded to us under this Arbitration Agreement survive any assignment of the Agreement by us and that we can enforce this Arbitration Agreement in the event a Dispute arises after the assignment of the Agreement.

N. Payment of Arbitrator's Award. If you sought pre-arbitration resolution as described in Paragraph E, and the Arbitrator's award exceeds our last Settlement Offer, we will pay 3 amounts. We will pay the award, plus 10% of such amount ("bonus payment"). If the Arbitrator awards you attorneys' fees, we will pay your attorney the attorney fees conferred, plus 10% of such amount ("attorney premium"). If the Arbitrator orders, we will pay reasonable expert witness costs and other costs you incurred ("cost premium"). If we never made a Settlement Offer, we will pay the bonus payment, attorney premium, and any cost premium. If a law allows you more, this Arbitration Agreement won't prevent such award. We won't seek attorney fees and expenses.

O. Right to Reject and Opt Out. If you do not want this Arbitration Agreement to apply, you may reject it by mailing a written notice to us that lists your name, address and account number and states that you are opting out of the Arbitration Agreement. Any opt-out notice must be mailed to us at the following address: Trustmark National Bank, Attn: Arbitration Notices, P.O. Box 291, Jackson, MS 39205. An opt-out notice is only effective if it is signed by each and all of you, and the envelope the opt-out notice is sent in is postmarked no more than 60 calendar days after your Account opening date (or, if provided to you in connection with a change in terms notice, postmarked no more than 60 calendar days after the date we delivered the change in terms notice). If you opt out of this Arbitration Agreement, it will not affect any other provisions of the Agreement or your obligations under the Agreement. If you do not properly opt out of this Arbitration Agreement, it will be effective as of the date of the Agreement (or, if provided to

you in connection with a change in terms notice, effective as of the date on which we delivered the change in terms notice to you including this Arbitration Agreement). If you opt out of this Arbitration Agreement, such election shall apply only to this Agreement, and not to any other past, present or future agreements you have with us.

FOR ALL DISPUTES COVERED BY THIS ARBITRATION AGREEMENT, THE PARTIES HAVE AGREED TO WAIVE THEIR RIGHT TO A TRIAL BY JURY, THEIR RIGHT TO PARTICIPATE IN CLASS ACTIONS, AND THEIR RIGHT TO SEEK PUNITIVE AND/OR EXEMPLARY DAMAGES. EXCEPT FOR DISPUTES AND CLAIMS NOT SUBJECT TO THIS ARBITRATION AGREEMENT, ARBITRATION SHALL BE IN PLACE OF ANY CIVIL LITIGATION IN ANY COURT AND IN PLACE OF ANY TRIAL BY JURY. THE TERMS OF THIS ARBITRATION AGREEMENT AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND ANY TERMS OF THIS ARBITRATION AGREEMENT OR THE COST, ADVANTAGES OR DISADVANTAGES OF ARBITRATION, SEEK INDEPENDENT ADVICE BEFORE ENTERING INTO THE AGREEMENT. BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY EACH OF THE PROVISIONS, COVENANTS AND STIPULATIONS SET FORTH ABOVE.

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