



## BUSINESS CREDIT CARD AGREEMENT AND DOMESTIC SECURED AND UNSECURED CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT

December 2019

This Credit Card Agreement and Disclosure Statement, as modified, amended or supplemented from time to time (the "Agreement" or "Terms and Conditions"), subject to applicable law, governs the use of your Business Secured or Unsecured credit card account with Banco do Brasil Americas, issued to you, such other persons (Authorized user(s) and each Guarantor) who are granted, accept or use the credit card account and any person who has guaranteed payment of the credit card account.

The Secured Business credit card is subject to the following conditions: (i) that you establish a 24-month Certificate of Deposit (Time Deposit) and (ii) pledge such Certificate of Deposit to Banco do Brasil Americas as provided in that certain Security Agreement to be signed by you in the Bank's favor.

In order to be considered for this Card, you must have a Tax Identification Number, and a U.S. Social Security number. By submitting your application, you acknowledge and agree that all information provided in connection to your application is true and correct.

You agree to use your Account for business purposes only. You may not use your Account for personal, family, or household purposes, although you are responsible if used for such charges.

1. Definitions –The following terms, as used throughout this Agreement, have the meanings specified or referred to in this Section 1:

- a. "Account" means your Business credit card Account with us.
- b. "APRs" means annual percentage rates.
- c. "Card" or "Cards" means all the Business credit cards we issue to you and to any other person with authorization for use on this Account pursuant to this Agreement.
- d. "Interest Charges" means any charges to your Account that are based on the application of APRs.
- e. "Visa" means Visa U.S.A. Inc.
- f. "Payment Card Network" means Visa.
- g. "We", "us", "our", and "Bank" means Banco do Brasil Americas.
- h. "You" and "your" mean each and all of the persons who are granted, accept or use the Account (even if they exceed or violate your instructions) and any persons who has guaranteed payment of the Account.

2. Types of Transactions –You may obtain credit from us in the form of Purchases, Balance Transfers, Cash Advances, by using cards, Bank Card Checks, your Account number, or other credit devices, wherever the Card is honored, up to the full amount of any Total Credit Limit or any Cash Advance Limit.
- a. Purchases. “Purchase” means the use of your Card or Account number to buy or lease goods or services, buy wire transfers from a non-financial institution and/or make a transaction that is not otherwise a Cash Advance. Purchases include Account Fees, as well as Transaction Fees and adjustments associated with any Purchase.
  - b. Balance Transfers. “Balance Transfer” means a transfer of funds to another creditor initiated by us at your request. A Balance Transfer does not include a transaction that is otherwise a Cash Advance, except that any direct deposit completed at the time of your application for this Account will be treated as a Balance Transfer. Balance Transfers include Transaction Fees and adjustments associated with any Balance Transfer.
  - c. Cash Advance. “Cash Advance” means the use of your Account for a loan in the following ways: (i) by a transfer of funds via an ACH (Automated Clearing House) transaction to a deposit account initiated by us at your request; (ii) by a Bank Card Check you sign as drawer; and (iii) by loans accessed in the following manner: at an automated teller machine, at any financial institution (e.g., to obtain cash, money orders, wire transfers, or travelers checks), or at any non-financial institution (i.e., to obtain cash), by a transfer of funds to a deposit account pursuant to an overdraft protection program in accordance with the terms and conditions of such program, by the purchase of foreign currency, money orders or travelers checks from a nonfinancial institution, or person-to-person money transfers, for any payment you make to us that is returned to us unpaid for any reason, including the related interest charges (collectively, “Bank Cash Advances”). Cash Advances include Transaction Fees and adjustments associated with any Cash Advance. All Bank Cash Advances are subject to the Cash Advance Limit (as defined below).
  - d. Bank Card Checks. A Bank Card Check is a check we provide to you to obtain credit on your Account. All Bank Card Checks include an expiration date printed at the top. We may not honor your Bank Card Check if: your check is post-dated or is missing the expiration date printed on the check; or if the check is presented for payment after the expiration date on the check; payment of the check would exceed your Total Credit Limit or your Cash Advance Limit; a check is signed by a person without authorized access; the amount of the check is less than the minimum required amount; your Account has been

terminated or suspended, or any checks have been reported lost or stolen. You may stop payment on a Bank Card Check if you provide us with the exact information describing the check. If you give us incorrect information, we will not be responsible for failing to stop payment. You understand there may be a charge for each stop payment order requested. Our liability for a wrongful dishonor is limited to your actual charges; however, a dishonor for the reasons stated above is not a wrongful dishonor. Only an authorized signer whose name is printed on a check may sign it. All Bank Card Checks must be written in U.S. dollars. We will not certify a Bank Card Check. You may write these checks for any amount providing your total outstanding balance does not exceed your Total Credit Limit or your Cash Advance Limit and your credit card remains in good standing. We are entitled to return it unpaid if there is not enough available credit on your Account to pay it, if you are in default under this Agreement, if your Card or Bank Card Checks have been reported lost or stolen, or if the Bank Card Check is post-dated. A Bank Card Check may not be used to make a payment on your Account or any other loan account you have with us. We shall have no liability for any Bank Card Check returned in excess of your Total Credit Limit or Cash Advance Limit.

3. Authorized User(s) – The term “Authorized User” means: (i) in the case of a corporation, partnership, or limited liability entity, those individuals authorized and required to sign the Application, (ii) in the case of a sole proprietorship, the owner(s), or (iii) those other individuals designated in your Application as authorized to use Cards and obtain advances. Such individuals must agree to execute other forms of signature identification as may be required by us. You agree to advise us in writing should any of these individuals no longer be authorized to make Purchases or to obtain Cash Advances on your Account.
4. Promise to Pay – You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances, plus applicable interest, made by anyone you authorize to use your Account, whether or not you notify us that another person will be using it. All persons who initially or subsequently request, are granted, accept, guarantee or use the Account are jointly and severally liable for any total outstanding balance. If you are responsible to pay any total outstanding balance, we may refuse to release you from liability until all of the cards, Bank Card Checks, and other credit devices outstanding under the Account have been returned to us and you repay us the total outstanding balance owed to us under the terms of this Agreement.
5. Persons Using Your Account – Sign your Card before using it. If you permit any person to use your Card, Bank Card

Checks, Account number, or other credit device with the authorization to obtain credit on your Account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes the Total Credit Limit or Cash Advance Limit to be exceeded. Authorized users of this Account may have the same access to information about the Account and its users as the Account holders. We may send Account materials (cards, statements and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of you will be considered notice to all of you. You may allow authorized users on your Account in the following ways: (a) by notifying us that you want someone added to your Account as an authorized user; (b) by lending your card or Account number to another; or (c) by any other ways in which you would be legally considered to have allowed another to use your Account or to be legally prevented from denying that you did so. You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your Account to the same extent you can, including but not limited to making any Purchases, Balance Transfers, Cash Advances, and allowing others to use your Account. Your Account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you notify us that you are terminating the authority and you physically retrieve the Card. If you cannot retrieve the Card, you will remain liable for any transactions that we cannot prevent after you notify us.

6. Unauthorized Use – You may be liable for the unauthorized use of your Account or Card. You will not be liable for unauthorized use that occurs after you notify us, in writing, of the loss, theft or possible unauthorized use. If you fail to maintain the security on the Card and we suffer a loss, we may terminate your Card and account services immediately. You agree to notify us immediately of the loss, or the theft, or the use without your permission, of any Card or other credit instrument or device which we supply to you and to cooperate with us in any investigation. You may not be liable for losses exceeding \$50 related to credit transactions by unauthorized parties, before you notify us of your lost or stolen credit card. You understand and agree that unauthorized use means the use of the card by someone other than you or authorized signers or users authorized by you. If any authorized signer uses the Card in an unauthorized manner, there is no limit on the potential liability for such use. For the purposes of this Section 6, the term “unauthorized use” shall mean the use of the Card by a person, other than you or the persons who are granted, accept or use the Account or any person who has guaranteed payment of the Account, who does not have actual, implied or apparent authority for such use and from which you receive no benefit. If your card is a Visa branded card, we will

extend to you the benefits provided by the applicable Visa Zero Liability Policy covers unauthorized and fraudulent card transactions that are processed over the Visa network, except ATM transactions outside of the U.S., ATM transactions not sent over Visa or Plus networks, and to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

7. **Lost or Stolen Cards** – If the Card is lost or stolen, or if you believe that someone is using your Account or Card without your permission, notify us immediately. You can notify us by telephoning or by writing to Customer Service: U.S.: 888-479-8584 (toll free); International: 571-325-3379. CCSI General Correspondence Address: P.O. BOX 182477, Columbus, OH 43272-4935.
8. **Purposes for Using the Account** – You may not use this Account, to make a payment on this or any other credit Account with us or our affiliates. You may not use or permit your Account to be used to make any illegal transaction or any gambling transactions (whether legal or illegal). You will only use your Account for transactions that are legal where you conduct them and the responsibility for determining whether a transaction is unlawful rests with you. For example, you may not use your Account to conduct Internet gambling transactions. Display of a payment card logo by an online merchant does not mean that an Internet transaction is legal where you conduct it. Notwithstanding the foregoing, you will remain fully obligated to pay any indebtedness incurred in contravention of the foregoing limitations. We may or may not block transactions that we believe may violate this provision. You may not use your Account to conduct transactions in any jurisdiction or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). Use of your Account to conduct transactions in any jurisdiction, or with any individual or entity that is subject to economic sanctions administered and enforced by OFAC will be blocked or rejected. In addition, and in accordance with the requirements of the Unlawful Internet Gambling Enforcement Act, restricted transactions as defined in the Act are prohibited from being processed through your Account with us. “Restricted transactions” generally include but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.
9. **Credit Limits** – We may establish a Total Credit Limit (the “Total Credit Limit”) and a Cash Advance Limit (the “Cash Advance Limit”) for you and increase or decrease such limits as we deem appropriate from time to time. Your initial Total Credit Limit and Cash Advance Limit are shown on the folded mailer containing your Card, or on the approval notice. Each

Authorized user will be assigned a Credit Limit of \$500.00, this Credit Limit may be increased and/or decreased upon your written request. Your Total Credit Limit and Cash Advance Limit will also appear on your Account Statement (as defined below). Your Total Credit Limit is the maximum amount of credit that you can have outstanding on your Account at any time. The Cash Advance Limit is that amount you have available for Cash Advances. The amount of credit available in your Cash Advance Limit will never exceed the amount of credit available in your Total Credit Limit. Without limiting the foregoing, we may reduce the amount of credit available under the Total Credit Limit or the Cash Advance Limit by the amount of any request for authorization from a merchant or financial institution even if the amount has not yet posted to the Account.

You agree not to use, or allow anyone else to use, the Card or Account in any way that would cause the balance of purchases on the Card or Account, to exceed these limits. We are not under any circumstances obligated to approve any transaction or extend credit if doing so would exceed any applicable limit; but if we do, you agree to repay all charges that exceed any limits, plus other applicable Charges in accordance with the terms of this Agreement. Fees for exceeding the limits appear in the Rates and Fees section below.

We may change your limits from time to time. We base that decision on a variety of factors such as your payment and transaction history with us, and information we receive from third parties, including credit reporting agencies. The amounts shown on your Statement as available credit do not take into account Purchases, Balance Transfers, Cash Advances, interest charges, fees, any other transactions, or credits which post to your Account after the Closing Date (as defined below) of that Statement.

The total outstanding balance on your Account plus authorizations at any time must not be more than your Total Credit Limit. The total outstanding balance of your Cash Advances (plus authorizations) must not be more than your Cash Advance Limit. Each time you attempt a transaction which results in your applicable outstanding balance (plus authorizations) exceeding a limit, we may: (a) permit the transaction without raising your Limit; (b) permit the transaction and treat the amount of the transaction that is more than the limit as immediately due; or (c) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Bank Card Check, we may do so by advising the person presenting the Bank Card Check that credit has been refused, that there are insufficient funds to pay the Bank Card Check, or in any other manner.

In the event you exceed any limit, we may elect to set your APRs for Purchases and Cash Advances to different Penalty

APRs. We will notify you by mailing a notice of the change to you at the address listed in our records, or email address listed in our records.

10. Foreign Transaction Fee and Exchange Rate – There is a fee, unless “None” is stated in the Rates and Fees Table, for transactions that take place outside of the United States, even if the currency used is U.S. Dollars. Our fee is calculated on the U.S. Dollar amount of the transaction. If a transaction is in a foreign currency, Visa will convert the transaction into U.S. dollars using their own currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used by Visa may differ from the rate on the date of your transaction.

If you make a transaction involving only U.S. dollars with your Visa Card outside the United States of America, Puerto Rico, or the U.S. Virgin Islands, we will charge you an International Service Assessment Fee (“ISA Fee”) for each transaction amount as specified in the Rates and Fees Table.

11. Payments – The following terms apply to payments on your Account:

- a. Payments on Your Account. Unless otherwise permitted by law, each month that you have an outstanding balance on your Account, on a date selected by us, you will be sent a monthly periodic billing statement (the “Statement”). You must pay each month at least the total minimum payment due (the “Total Minimum Payment Due”) shown on your Statement by the due date set forth on the Statement (the “Payment Due Date”). Payments must conform to the requirements set out on that Statement. Such requirements may vary without prior notice to you. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts. We reserve the right to reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the U.S. We reserve the right to reject any payment if your Account has a credit balance as of the day we receive that payment. Generally, credits to your Account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Total Minimum Payment Due.
- b. Total Minimum Payment Due. You may pay your total outstanding balance at any time. Each billing cycle, you must pay at least the Total Minimum Payment Due shown

on your Statement by its Payment Due Date. The Total Minimum Payment Due is the sum of all past due amounts plus the Current Payment. The Current Payment for each billing cycle includes three amounts: (i) 2% of the New Balance (excluding the annual fee if any, charged to your Account) rounded up to the next whole dollar, but not less than \$20.00; (ii) the amount of the annual fee, if any (the "Annual Fee"), charged to your Account; and (iii) the Late Payment Fee, if any, charged to your Account. If the New Balance is less than \$20.00 or the Current Payment includes an Annual Fee or Late Payment Fee, you pay only the New Balance. In addition, any amount that is past due plus the entire portion of the New Balance in excess of your Limit will be added to your required Total Minimum Payment. If a payment is credited to your Account but is returned unpaid in a later billing cycle, we will recalculate the Total Minimum Payment Due for the billing cycle in which the payment was originally credited.

- c. **Crediting of Payments.** Payments received before 5:00 pm EST on a business day we are open at the address shown on the remittance slip on the front of your statement will be credited as of the date received, however, the payment amount will not reflect as available credit for three (3) business days. Payments received after 5:00 pm EST or a weekend or U.S. Federal Holiday, the payment will be credited the next business day.
- d. **Allocation of Payments.** If your Account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs, then other balances in order of descending APRs.
- e. **Location.** Unless otherwise agreed to by Bank in writing, all payments are to be made in U.S. Dollars and payable through a US financial institution. The top portion of your Statement must be included with each payment. All payments are to be made at the location specified on your Statement. Payments received in any other location or form will be subject to a delay in posting.
- f. **Automatic Debit Option.** If you so elect by registering a Monthly/Recurring payment order online or by contacting customer service ("Debit Instructions"), the method of payment will be automatic debit to a deposit account that you maintain with us and designate for that purpose in the Debit Instructions (the "Designated Account"). Pursuant to the Debit Instructions, we will, on each Payment Due Date, debit the Designated Account in the amount of (i) the balance of the last statement; or (ii) the current balance; or (iii) the Total Minimum Payment Due; or (iv) a set amount, depending on the option you have selected in the Debit Instructions. Debit Instructions can



take up to two statement cycles to take effect. You will know that the Debit Instructions have been activated because your statement will indicate "Auto Pay Enabled." You may change the Debit Instructions from time to time by accessing the online portal or by contacting customer service, and we will implement the change as soon as practicable after our receipt of the notice. It is your responsibility to make sure that there are sufficient available funds in the Designated Account on each Payment Due Date to cover the amount of the payment to be made depending on the designation you have made. However, the debits will be made in accordance with the Debit Instructions irrespective of the amount of available funds in the Designated Account, even if the effect of a debit will be to create or increase an overdraft in the Designated Account. Any such overdrafts will be subject to the terms and conditions (including those regarding interest and charges) set forth in the Bank's Understanding Your Deposit Account agreement (the "Account Agreement") and in any overdraft facility agreement that may be in effect with respect to the Designated Account (an "Overdraft Facility Agreement"). Notwithstanding anything to the contrary in the Account Agreement or an Overdraft Facility Agreement, however, you must immediately repay any overdraft resulting from debits made under this Section.

- g. Other Payment Terms. We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with paid in full or with any other restrictive words, shall operate as an accord and satisfaction without our prior written consent. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense arising out of the action we elect to take.
- h. Modifications to Minimum Monthly Payments. We may allow you, from time to time and in our sole and absolute discretion, and without any waiver of any rights we have, to omit a monthly payment or make a reduced payment. We will notify you when these options are available. This will only occur on an isolated basis, such as when the Bank is working with borrowers affected by a federally declared disaster. If in response to this notification, you omit a payment or make a reduced payment, interest charges, applicable fees, and other regular transactions, if any, will accrue on your Account balances in accordance with this Agreement. The reduced payment amount may be less than your interest charges. You must make the reduced payment on time

to avoid a Late Payment Fee. You must resume making your regular Total Minimum Payment Due each month following any modifications made to your required minimum monthly payment.

12. Promotional Rates and Fees – INTEREST (FINANCE CHARGE) – The following interest (finance) charges will apply to your account:

- a. Paying Interest - When applicable, interest accrues daily and compounds daily on new transactions and balances remaining from previous billing cycles. Interest will continue to accrue even though you have paid the full amount of any related balances because we include any accrued but unpaid interest in the calculation of each balance subject to interest rate.

We will not charge you any interest on Purchases if you pay your entire New Balance Total by the due date each month.

We will begin charging interest on Balance Transfers and Cash Advances on the transaction date. The transaction date for Bank Card Checks is the date the check is first deposited or cashed. The transaction date for a returned payment is the date that the corresponding payment posted to your Account. Pay in Full or Paid in Full means payments and credits in a billing cycle totaling at least your previous billing cycle's New Balance Total.

New Balance Total means the total billed amount as of the Closing Date of a billing cycle, as shown on your monthly statement. Your Payment Due Date will be at least twenty-five (25) days from your Statement Closing Date and will fall on the same calendar day each month.

- b. Calculation of Interest Charges - Annual Percentage Rates may be found on the Rates and Fees Table.

Periodic Interest Charge Calculation - Daily balance method (including current transactions): We calculate the interest charge on your Account by applying the periodic rate to the "daily balance" of your Account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your Account each day, add any new purchases / Cash Advances / balance transfers / fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance.

Interest Rates: Annual Percentage Rates (APRs) - The APR corresponds to the Daily Periodic Rate ("DPRs"): the APR is equal to the DPR multiplied by 365, and the DPR is equal to the APR divided by 365. Interest charges are calculated by using the DPR. If a rate is a variable rate, we calculate that APR by adding together an index and a margin. For more information on variable rates, please refer to Section 11 (c).

We add transactions and fees to your daily balance no earlier than: For new Purchases, Balance Transfers or Cash Advances – the date of the transaction. For new Bank Card Checks - the date the payee deposits the check. Fees – either on the date of a related transaction, the date they are posted to your Account, or the last day of the billing cycle, whichever we may choose.

The balances subject to interest rate for each type of transaction shown on your billing statement is the sum of the daily balances for that type of transaction divided by the number of days in the billing cycle. We may use mathematical formulas that produce equivalent results to calculate the balance subject to interest rate, interest charges and related amounts.

- c. Calculation of Variable Rates – Variable Rates are calculated by adding together an index and a margin. This index is the U.S. Prime Rate as published in the “Money Rates” section of The Wall Street Journal.

APR = Index + Margin

Prime Rate + 14.50% (Classic)

Rates are variable and subject to change.

An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Minimum Monthly Payment due. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

- d. Billing Cycle – A billing cycle is a time period that ends on a Statement closing date determined by us (the “Closing Date”) and begins on the day after the Closing Date of the previous billing cycle. Each Statement reflects a single billing cycle.

- e. Promotional Rates and Fees - Promotional or introductory offers are temporary APRs (promotional or introductory Rates) or transaction fees (promotional or introductory Fees) that are offered on certain qualifying new transactions for a specified period of time.

- f. Penalty APRs – The “Penalty APR” is the APR(s) which may be applied to new Purchases, Balance Transfers and Cash Advances, for certain default occurrences as described below. We may increase the APRs on new transactions up to the Penalty APR, based on your creditworthiness, each time a Minimum Monthly Payment is not received by its applicable due date.

Penalty APRs are calculated by adding a margin (14.50%) to the Prime rate as published in the Wall Street Journal.

g. Minimum Interest Charge – If the total of the interest charges for all balances is less than \$1.50, then a Minimum Interest Charge of \$1.50 will be assessed on the Account. This fee is in lieu of any interest charge.

13. Transaction Fees – We will assess the following Transaction Fees to your Account in the same balance category to which the transaction is posted. See the Rates and Fees for fee amounts. Cash Advance, Balance Transfers, Foreign Transaction and ISA Fee.

We will not assess fees under the circumstances: unauthorized charges, inactivity, closure, and termination.

14. Account Fees – The following fees are assessed as Purchases in the Billing Cycle in which the fees accrue:

a. We will assess a Late Payment Fee set forth in the Rates and Fees, if the Minimum Monthly Payment due shown on your monthly statement is not received by us on or before its due date. The Late Payment Fee will not exceed the Minimum Monthly Payment due immediately prior to assessment of the fee.

b. A Returned Payment Fee set forth in the Rates and Fees, if a payment on your Account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment (if we elect to re-present the payment). The Returned Payment Fee will not exceed the Minimum Monthly Payment due immediately prior to assessment of the fee.

c. A Returned Bank Card Check Fee of up to \$39.00 if we return a Bank Card Check unpaid for any reason, even if the check is paid upon subsequent presentment. The Returned Bank Card Check Fee will not exceed the dollar amount of the applicable Bank Card Check.

d. A Document Fee of \$5.00, plus applicable sales tax, for each copy of a Statement or sales draft or similar document provided by us at your request (other than in connection with billing error inquiries or resolution).

15. Suspension or Closure of your Account – We may suspend or close your Account or otherwise terminate your right to use your Account. We may do this at any time and for any reason. We may elect to not honor any Bank Card Check which is written after the expiration date printed on that check. You may close your Account at any time by notifying us in writing or by telephone. Your obligations under this Agreement continue even after the Account is closed. You must destroy all cards, Bank Card Checks or other credit devices on the Account when the Account is closed. When your Account is closed, you must contact anyone authorized to charge transactions to your Account. These transactions may continue to be charged to your Account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your Account after you have requested to close the Account,

we may allow the transaction to be charged to your Account and you shall be responsible.

16. **Security Interest; Right of Setoff.** You grant to us a contractual possessory security interest in, and hereby assign, convey, deliver, pledge and transfer to us all your right, title and interest in and to your Banco do Brasil Americas Business deposit Accounts, any personal accounts if you are the guarantor or co-signer, any other account, with any of our affiliates (whether savings, business checking, money market, or some other account), including without limitation all accounts you may open in the future, but excluding all IRA, SEP, Keogh and certain trust accounts. You authorize us and each of our affiliates, to the extent permitted by applicable law, to charge or set off all sums owing pursuant to the Agreement against any and all such accounts and, at our option, to administratively freeze all such accounts to allow us to protect our charge and setoff rights provided in this paragraph. You have affirmatively agreed to and have granted to us a security interest in the Certificate of Deposit Account, for your Business Secured Credit Card. We can transfer funds from the Certificate of Deposit Account to satisfy the obligations under this secured Account if you default on the debt arising from this Account. Such instances of your default are described herein and in the Assignment of Certificate of Deposit, and may include, for example, your failing to make a payment.
17. **Refusal to Honor Your Account –** We may deny any transactions for any reason at our discretion. We are not liable for any refusal to honor your Account. This can include a refusal to honor your Card or Account number or any check written on your Account. We are not liable for any retention of your card by us, any other financial institution, or any provider of goods or services.
18. **Recurring Preauthorized Transactions –** Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your credit card on a recurring basis. If we issue a new Card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. There will be circumstances where you will have to contact the merchant.
19. **Default –** You will be in default of this Agreement if: (a) you fail to meet the conditions, to perform any obligation, or to make any payment under this Agreement when due or any other agreement that you make relating to the Account; (b) your total outstanding balance exceeds your Total Credit Limit; (c) your Cash Advance balance exceeds your Cash Advance Limit; (d) you have given the Bank false or misleading information or misrepresentations; (e) you fail to provide information requested by us within thirty (30) days of any request, whether orally or in writing; (f) any funds are

withdrawn or transferred that are pledged and/or secure your obligations relating to or arising out of the Account; (g) any Cardholder dies; (h) any governmental authority takes action which we believe adversely affects your financial condition or ability to repay any amounts due in connection with the Account; (i) any guaranty or other agreement required in connection with the Account is breached, unenforceable or ineffective; or (j) you file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of creditors. If you are in default, then in addition to our other remedies under this Agreement, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your Account for collection to an attorney.

20. **Monitoring and/or Recording of Telephone Calls.** You consent to and authorize us and any of our affiliates, or our marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of such companies. Where you have provided a cell phone number directly to us, or placed a cell phone call to us, you consent and agree to accept collection calls to your cell phone from us.

For any telephone or cell phone calls we place to you, you consent and agree that those calls may be automatically dialed and/or use recorded messages.

21. **Change in Terms.** We reserve the right to amend, modify or supplement this Agreement at any time, by adding, deleting, or changing provisions of this Agreement in our sole and absolute discretion, including, but not limited to, changing the applicable APRs on existing outstanding balances and increasing or decreasing the fees or other charges provided in this Agreement. All such amendments, modifications or supplements will comply with the applicable notice requirements of federal and Florida law that are in effect at that time.

We may elect to set your APRs for Purchases and Cash Advances to different Penalty APRs. We will notify you by mailing a notice of the change to you at the address or email address listed in our records.

We may replace your Card with another Card at any time. Unless we state otherwise, balances existing on the effective date of any amendment, as well as future activity, will be subject to the terms of the amended Agreement to the extent permitted by law.

The reasons we may amend this Agreement include the following:

- Changes in regulation or legislation, or a change in the interpretation of a regulation or legislation.
- Changes related to your individual and business credit

history, such as: your risk profile, your payment or transaction patterns, balance patterns, the utilization levels of this and other Accounts, credit bureau information including the age, history and type of other Accounts, and the measure of risk associated with each.

- Changes to overall economic and market trends, product design, and business needs.

22. **Delay or Waiver of Enforcement.** We may delay or waive the enforcement of any of our rights under this Agreement or applicable law, without losing the delayed or waived right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your Account for non-payment will not constitute any waiver of our right to terminate your Account in the future if you have not paid as required by this Agreement.

23. **Notices and Changes in Name, Address or Employment.** We will send Statements, renewal or replacement Cards, Bank Card Checks, or other notices to you at the address shown in our records. You agree to promptly notify us of any change in your name, address or employment.

24. **Signatures.** Your signature(s) (including any electronic or digital signature(s) on any Application, or any other document required by us in connection with this Agreement and your Account (such as any personal guarantees or security agreements) are hereby incorporated into and made part of this Agreement.

You must sign the back of your Card as soon as you receive it to help protect your Account from unauthorized use. However, your liability on the Account does not depend on whether you sign your Card.

25. **Credit Reporting Agencies; Collecting and Sharing Information.** You authorize us and our affiliates: (i) to collect information about you in order to conduct our business and deliver the top quality service you expect, including information we receive about you, information we receive from third parties such as credit reporting agencies (whether in the U.S., or any jurisdiction), creditors, and other persons; (ii) to release information from our records regarding your Account in order to comply with any properly served subpoena issued by any state or federal agency or court; (iii) share our credit experience on your Account with credit reporting agencies and other creditors we reasonably believe are doing business with you;

(iv) to provide information about your Account to any of our affiliates or others; and (v) to provide Account information to any third party who we reasonably believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act. For more details, please refer to our Privacy Notice.

If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, write to us at: Banco do Brasil Americas, P.O. BOX 182477, Columbus, OH 43272-4935. Please include your

name, address, home phone number, and Account number, and explain what you believe is inaccurate or incomplete.

26. **Financial Information and Re-evaluation of Credit.** You and each guarantor (if any) authorize us to obtain business and personal credit bureau reports in your and any guarantor's name, respectively, at any time and from time to time. You and each guarantor (if any) agree to submit current financial information, a new credit application, or both, in your name and in the name of each guarantor, respectively, at any time promptly upon our request. Based on our review of this information, we may at any time and from time to time, at our sole discretion and subject to any applicable notice requirements, increase or decrease your Credit Limit, increase or decrease your margin and interest rate, or terminate this Agreement, as permitted by applicable law. We may report our credit experiences with you and any guarantor of your Account to third parties as permitted by law. You also agree that we may release information to comply with governmental reporting or legal process which we believe may be required, whether or not such is in fact required, or when necessary or helpful in completing a transaction, or when investigating a loss or potential loss. **YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE CREDIT OBLIGATIONS HEREUNDER.**
27. **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.
28. **Transfer of Account.** We may at any time, and without notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement, or our rights or obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred.
29. **Dispute Assistance.** If you disagree with a transaction on your Statement or have a dispute with the merchant as a result of the transaction, you will provide information or assistance we reasonably request. Otherwise, you will pay us for any resulting loss we have unless we are prohibited by applicable law from holding you liable for our loss. You also will provide reasonable cooperation to us in any investigation, litigation, or prosecution arising in connection with the use of the Card.
30. **Payment Card Network Rules and Regulations Conflict.** You hereby agree to abide by all applicable rules and regulations of the Payment Card Network as well as applicable laws. If there is any conflict between the provisions of this Agreement and the rules and regulations of the Payment Card Network, the rules and regulations of Payment Card Network shall control.



31. **Governing Law. Submission to Jurisdiction.** This Agreement is governed by applicable federal laws and the laws of the State of Florida, without regard to the conflict of laws provisions of the laws of the State of Florida (except to the extent this Agreement can and does vary such rules or laws). The parties hereto irrevocably submit to the exclusive jurisdiction of the state and federal courts within Miami-Dade County, Florida. You hereby (i) waive any right to assert the service of process or submission to jurisdiction, in the manner provided in this Agreement, is invalid or ineffective, (ii) waive any objection which you may have at any time to the laying of venue of any proceedings brought in any such court, (iii) waive any claim that such proceedings have been brought in an inconvenient forum and (iv) further waive the right to object, with respect to such proceedings, that such court does not have jurisdiction over such party. Final judgment against you (a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness of you hereunder or thereunder) in any such proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall be deemed to preclude or any way limit the right of Bank to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of your assets or properties.
32. **WAIVER OF TRIAL BY JURY. YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATED TO, YOU, THIS AGREEMENT AND ITS SUBJECT MATTER, ANY OF YOUR ACCOUNTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTION(S) CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE OPENING AND MAINTAINING OF THE ACCOUNT.**
33. **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 outstanding balance, at any time.
34. **Notice to residents of Washington State.** In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

## PRICING INFORMATION

Actual pricing will vary from one cardholder to another

(APR = Annual Percentage Rates)

### Interest Rates and Interest Charges

#### Annual Percentage Rate for Purchases

This APR will vary with the market based on the highest Prime Rate published in "Money Rates" section of the Wall Street Journal.

**0%** Introductory APR for the first 6 Statement Closing Dates following the opening of your Account.

After that, your APR will be variable  
**18.75%**

#### APR for Balance Transfers

This APR will vary with the market based on the highest Prime Rate published in "Money Rates" section of the Wall Street Journal.

**0%** Introductory APR for the first 6 Statement Closing Dates following the opening of your Account.

After that, your APR will be variable  
**18.75%**

#### APR for Cash Advances

This APR will vary with the market based on the highest Prime Rate published in "Money Rates" section of the Wall Street Journal.

**18.75%** APR for Cash Advances

#### Penalty APR and When it Applies

This APR will vary with the market based on the highest Prime Rate published in "Money Rates" section of the Wall Street Journal.

Variable rate of **18.75%**

This APR may be applied to your account if you:

- 1) Make a late payment;
- 2) Go over your credit limit twice in a six-month period;
- 3) Make a payment that is returned; or
- 4) Do any of the above on another account that you have with us.

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

#### How to Avoid Paying Interest on Purchases

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.

#### Minimum Interest Charge

If you are charged interest, the charge will be no less than \$1.50.

#### For 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 Fees	None
Transaction Fees <ul style="list-style-type: none"> <li>• Cash Advances</li> <li>• Balance Transfer</li> <li>• Foreign Transaction</li> <li>• ISA Fee</li> </ul>	<p>\$10.</p> <p>Either \$10 or 4% of the amount of each balance transfer, whichever is greater, up to \$100. This fee is a finance charge</p> <p>0% of the transaction amount</p> <p>0% of each US\$ transaction made outside the U.S. Puerto Rico, or U.S. Virgin Islands</p>
Penalty Fees <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> <li>• Over Limit Credit Fee</li> </ul>	<p>Up to US\$39.</p> <p>Up to US\$39.</p> <p>None</p>
Other Fees <ul style="list-style-type: none"> <li>• Rush order delivery</li> <li>• Document Fee</li> </ul>	<p>Domestic (within the USA) \$25; International \$50.</p> <p>If a copy of any monthly statement, sales draft or similar document is provided by us at your request (other than in connection with billing error inquiries or resolution), a document fee of \$5.00 plus applicable sales tax, may be assessed.</p>

**How We Will Calculate Your Balance:** For Purchase balances, we will use a method called “daily balance (including new purchases).” See the section title Calculation of Interest Charges in your Credit Card Agreement and more details.

**Loss of Introductory APR:** We may end your introductory APR and apply the Purchase APR or Balance Transfer APR if you make a late payment.

**“USA PATRIOTACT:** 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 to 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.”

1. Any Direct Deposits completed at the time your application is processed will be Balance Transfers.
2. Bank Cash Advances include ATM, Over-the-Counter, Same-Day Online, Overdraft Protection, Returned Payment and Cash Equivalent (money orders, foreign currency, and travelers' checks from a non- financial institution and person- to-person money transfers) Cash Advances.

### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, or if you need more information on any transaction on your statement write to us at:

Banco do Brasil Americas  
P.O. BOX 182477  
Columbus, OH 43272-4935

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.

What Will Happen After We Receive Your Letter When we receive your letter, we must do two things:

1. 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 Total Credit Limit.

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

- If we determine there was 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 including to credit reporting agencies, 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 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:

Banco do Brasil Americas  
P.O. BOX 182477  
Columbus, OH 43272-4935

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.