

## Business Credit Card Accounts

### Pricing Information as of November 12, 2019

These terms are accurate as of the date shown above, but may have changed after that date. To find out what may have changed, write us at Credit Card Services Attn: Credit Card Services, 2500 Woodcrest Place, Birmingham, AL 35209.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>14.75%</b> for Cash Back Rewards, and <b>16.75%</b> for Platinum only These APRs will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>14.75%</b> for Cash Back Rewards, and <b>16.75%</b> for Platinum only. These APRs will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>14.75%</b> for Business Platinum Cash Back Rewards, and <b>16.75%</b> for Platinum only These APRs will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	<b>24.75%</b> for both Cash Back Rewards and Platinum only products This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you make a late payment. <b>How Long Will the Penalty APR Apply?:</b> If your APRs are increased for this reason, the Penalty APR will apply indefinitely, unless you make six consecutive minimum payments when due, beginning with the first payment due after the Penalty APR takes effect.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
Fees	
<b>Annual Fee</b>	<b>\$79</b> Cash Back Rewards <b>\$0</b> Platinum only
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer: Either <b>\$5</b> or <b>3%</b> of the amount of each Balance Transfer, whichever is greater.</li> <li>• Cash Advance: Either <b>\$5</b> or <b>3%</b> of the amount of each Cash Advance, whichever is greater.</li> <li>• Foreign Transaction: <b>2%</b> of the transaction in U.S. dollars.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment: Up to <b>\$25</b></li> <li>• Returned Payment: Up to <b>\$25</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

**Prime Rate:** The APR will vary based on changes in the Prime Rate published in *The Wall Street Journal*. As of the date shown above, the Prime Rate was 4.75%. To determine the APRs for Purchases, Balance Transfers, and Cash Advances, for the Business Platinum Cash Back Card we add 10.00% to the Prime Rate, and for the Business Platinum Card we add 12.00% to the Prime Rate.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Terms and Conditions:** By submitting this application:

- The Business identified on this application is applying for a Visa credit card account (the "Account") to be issued by ServisFirst Bank, which is headquartered in and operating under the laws of Alabama ("we," "us," and "our").
- The Business authorizes us to obtain information about the Business (including information maintained by government agencies) for purposes of reviewing this application and, if the application is approved, for purposes of reviewing, updating, renewing, and servicing the Account. The Business waives any rights of confidentiality it may have in this information, to the extent permitted under applicable law.
- The Business acknowledges that we will rely on the information provided on and in connection with this application, and certifies that this information is accurate and complete.
- The Business acknowledges that, if this application is approved, the Account will be governed by the Business Credit Card Agreement (the "Agreement"), which is sent with the card(s) for the Account. The Business' Authorized Business Officer agrees to read the Agreement carefully before using or permitting anyone else to use the Account. By using the Account or any card, or permitting such use, the Business agrees to be bound by the terms of the Agreement. The Account and the Agreement are governed by Alabama law and federal law. We may change the terms of the Account as provided in the Agreement.

**ECOA Notice:** The Federal Equal Credit Opportunity Act ("ECOA") prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all, or part of the applicant's income is derived from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning ServisFirst Bank is the Bureau of Consumer Financial Protection, 1700 G Street N.W., Washington, DC 20006.

**Balance Transfers:** A "Balance Transfer" is a balance we may allow the Business to transfer to its Account from an account it owes to another financial institution or other creditor. To complete a Balance Transfer, there must be enough credit available in the Account for the Balance Transfer and the Business must use a written, electronic or telephonic method or device that we approved for this purpose. All Balance Transfers are subject to our approval. We will not process Balance Transfer requests we consider incomplete or illegible. We will not process requests for a Balance Transfer payable directly to the Business, to us, or to any of our affiliates. We are not liable to the Business if we do not process part or all of any requested Balance Transfer. If the Business requests several Balance Transfers, we may process the Balance Transfers in any order we choose. We may also limit the amount of Balance Transfers to the Account to an amount that is less than the total credit limit of the Account. If we do not approve the full amount of any requested Balance Transfer, we may process part or none of the Balance Transfer amount requested by the Business. Do not request a Balance Transfer for any amount that is or may be subject to a dispute between the Business and any other financial institution or creditor. After requesting a Balance Transfer, the Business should still monitor and pay at least the minimum amount due on the other account, until the other institution sends an account statement showing that the Business is no longer required to make any account payment. The Business is liable to its other creditors for any fees, charges, and amounts due under their credit agreements, including any late payment fees and finance charges the Business may owe if a Balance Transfer or any other payment is not completed in the time and manner required by the other institution. We will not instruct any other creditor to close their account with the Business after we process a Balance Transfer. If the Business wants to close the account with another creditor after we process a Balance Transfer, the Business must instruct the other creditor to do so. Balance Transfers are subject to the transaction fee and APR shown in the accompanying "Pricing Information." We will begin charging interest on each Balance Transfer on the date it is added to the Account balance.

**Cash Back Rewards program rules:** The Cash Back program (the "Program") applies only to a business with a Business Platinum Cash Back credit card account (an "Account"), and does not apply to businesses with a Business Platinum credit card account. A Business with a Cash Back Account can earn an annual cash back rebate on each Anniversary Date based on Net Purchases made with an Account issued by ServisFirst Bank ("we," "us" and "our"). The "Anniversary Date" for an Account will be the closing date of the twelfth consecutive billing cycle after an Account is opened and the same date each year thereafter. The Annual Cash Back Rebate or "Rebate" will be one percent (1%) of

the Net Purchases made on the Business' Account during the twelve billing cycles before each Anniversary Date (an "Enrollment Year"). "Net Purchases" means the dollar value of goods or services purchased with an Account, minus any credits, returns or other adjustments as reflected on monthly billing statements. "Net Purchases" does not include any Cash Advance or Balance Transfer transactions, Finance Charges, Fees (including Foreign Transaction Fees) or insurance charges on an Account. For a business Account, Net Purchases up to \$100,000 per year will qualify for a 1% Rebate. The maximum Rebate amount for a business Account is \$1,000 per year. Rebates will be automatically posted to the Business' Account within two months following each Anniversary Date. Eligibility: To be eligible for any Rebate, the Business' Account must be in good standing at all times during the Enrollment Year. An Account will not be in good standing, and the Business will not be eligible for a Rebate, if (a) the Account has been closed to future transactions; (b) the Account is subject to a Penalty Rate; or (c) the Account is otherwise in Default under the Credit Card Agreement with us. Limitations: We reserve the right to determine which Net Purchases qualify for the Rebate. No retroactive Rebates will be awarded. Rebates are not transferable and cannot be used as payment on any account with us. The Program is offered at our sole discretion. We reserve the right to alter or waive any Program feature or benefit, including the amount of the Rebate or the criteria for Net Purchases, and to cancel or temporarily suspend the Program at any time.

**State Laws Require the Following Notices:**

California Residents: A married applicant may apply for a separate account.

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

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.