



BUSINESS CARDHOLDER AGREEMENT

This Business Cardholder Agreement (“Agreement”) and the following documents (collectively, “Cardholder Documents”) govern the possession and use of the Business or Purchasing Credit Card account (“Account”) issued by Stonegate Bank (“Bank”):

- The card carrier (“Card Carrier”) we send with the credit card or cards (“Card”);
- The application or solicitation (“Application”) signed or otherwise submitted to request the Account;
- Terms and Conditions; and
- Stonegate Bank Card Disclosures.

The Card Carrier, Application, Terms and Conditions, and Stonegate Bank Card Disclosures are part of this Agreement. This Agreement also includes any changes we may make to this Agreement from time to time.

1. KEY TERMS, PARTIES AND ADDRESSES

In this Agreement, except as otherwise provided below, “you” and “your” refer to: (i) the business identified in the “Business Information” section of the Application (“Company”); (ii) any individual on the Application agreeing to be jointly and severally liable with the Company; and (iii) sole proprietors. For existing Accounts with sole proprietors approved for joint Credit, “you” and “your” also refer individually and collectively to each person who submitted a joint application for Credit. “Authorized User” means any person to whom we have issued a Card at your request. “Cardholder” means you and any Authorized User.

“We,” “us,” “our,” “Bank,” and “Stonegate Bank” means Stonegate Bank, 400 North Federal Highway, Pompano Beach, Florida 33062, and/or any agent or service provider acting on our behalf, or any person or entity to which we sell or give the Account.

For existing Accounts with a guaranty, “Guarantor” means any person who signs a personal guaranty pursuant to which that person agrees to personally guaranty payment of any and all obligations under this Agreement or any subsequent agreement governing the Account.

A summary of definitions is listed at the end of this Agreement. These terms have the same meanings when used in monthly billing statements (“Statement”).

For purposes of this Agreement, you agree and represent that you may be contacted at the Company’s address shown on the Application or that you designate for the receipt of Statements from time to time. You agree to notify us promptly if the Company changes its address. Until we are notified that the Company’s business address has changed we will continue to send Statements and other notices to the last address we maintained on the Account for that purpose.

2. ACCOUNT FOR COMMERCIAL PURPOSES ONLY

The Account will be opened in the name of the Company. The Account is established only for the purpose of purchasing goods and/or services, for commercial or organizational purposes on behalf of the Company and may include the capability to obtain Cash Advances, if approved by Bank. You agree that Cardholders may use the Account only for business, commercial or organizational purposes, and not for personal, family or household purposes. You understand that this Agreement not to use the Account for personal, family or household purposes means that certain important duties imposed upon creditors, and certain important rights conferred upon consumers, pursuant to federal or state laws will not apply to the Account. You also understand that we will be unable to determine whether any given transaction conforms to this Section 2. You agree that a breach by any Cardholder of the provisions of this Section 2 will not affect our right to (i) enforce your promise to pay for all amounts owed under this Agreement, regardless of the purpose for which any particular transaction is in fact made, or (ii) use any remedy legally available to us, even if that remedy would not have been available had the Account been established as a consumer Account.

3. TYPES OF TRANSACTIONS

You may obtain Credit in the form of Purchases, Balance Transfers, and Cash Advances, by using Cards, an account number, or other credit devices. Cards are all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Agreement.

Cardholders can use the Account to make the following transactions:

- Purchases: Cardholders can purchase goods or services from any merchant that accepts the Card by presenting the Card to the merchant and, if requested, by providing the proper identifying information and signing the appropriate drafts.

- Purchases of items that can be traded right away for cash (for example, wire transfers, money orders or foreign currency) will be Cash Advances instead of Purchases (see Section 12 below); and
- Cash Advances: If the Account includes authorization to obtain Cash Advances, Cardholders can get cash loans as explained in Section 12 below.
- Balance Transfers: If the Account includes authorization for Balance Transfers, Cardholders can transfer balances from other credit card companies and financial institutions to your Account.

Failure of a Cardholder to sign a draft does not relieve you of liability for Purchases made or Cash Advances received.

4. ALLOWED USE

You agree to:

- use your Account only for lawful purposes;
- use your Account for only commercial purposes; and
- repay us for all costs related to uses not allowed under this Agreement.

You are not allowed to use your Account:

- to make payments to this Card or any other loan payments to us or our affiliates; or
- for internet gambling as we are required to comply with prohibitions of the federal Unlawful Internet Gambling Enforcement Act of 2006, by preventing any credit card transaction from being made for the purpose of unlawful Internet gambling; or
- to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Use of your account in those countries will be blocked; or
- for personal, family or household purposes.

You will take reasonable steps to prevent the unauthorized use of your Card and Account. If you have given someone permission to use the Card, this is not unauthorized use and you will be liable for all use by that person.

5. AUTHORIZATION OF TRANSACTIONS

We are not responsible:

- if a merchant or financial institution does not honor any Card, or
- for goods or services purchased by using the Account, except to the extent required by applicable law.

Depending on circumstances we may:

- decline a transaction if there is not enough available Credit and for any other reason; and/or
- require your Authorization before allowing a transaction.

A merchant may check your ID. We are not liable if:

- a merchant refuses your Card; and/or
- we do not complete your transaction for any reason.

Although there may be Credit available on the Account, we may be unable to authorize Credit for a particular transaction because of operational difficulties or mistakes. The number of transactions any Cardholder may make in one day may be limited since we may limit the number of Authorizations that may be given. We reserve the right to limit the amount and number of transactions we will authorize per day. From time to time the number or amount of allowable Authorizations per day may vary. These restrictions are for security reasons. As a result, we cannot explain the details of how this system works. Neither we nor our agents will be responsible if Authorization for a particular transaction is not given. If any Cardholder exceeds the Credit Limit or Cash Limit, or if the Account is past due, Authorization for transactions may be declined.

6. CREDIT AND CASH LIMITS

When we first send your Card, we will tell you:

- the total Credit Limit on your Account; and
- the portion of this limit you can use for Cash Advances.

We may change these limits from time to time. Whenever this occurs, we will notify you:

- on your billing Statement; and/or
- by sending a notice.

You agree to:

- keep your Account balance (which includes Finance Charges, fees, and other charges) within your Credit Limit; and
- immediately pay any over limit amount that might occur.

Your available Credit may not reflect your payments for up to 14 days. If a transaction exceeds your available Credit, we may decline it. You may not make, authorize or allow Purchases or Cash Advances in excess of your available Credit.

Notwithstanding such Credit lines, however, you are liable for all Purchases and Cash Advances made on the Account by any Cardholder. We may increase or decrease any Credit Limit and/or Cash Limit from time to time.

7. TRANSACTIONS MADE IN FOREIGN CURRENCIES

If you make a transaction in a foreign currency (including, for example, online Purchases from foreign merchants), the transaction will be converted by MasterCard International, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. A Foreign Transaction Fee of 3% of each purchase transaction in U.S. dollars will be applied, and will post to your Statement as a fee.

8. AUTOMATIC BILL PAYMENTS

If you authorize any company to bill charges on a recurring and periodic basis to your Card Account, we may provide the company with information about your:

- Account number;
- Account status; and
- Account expiration date.

You must notify the company when and if you no longer want to allow them to charge your Account. If you Default with us or if we change your Account or Account number for any reason:

- we may refuse or suspend future recurring charges; and
- you must set up the recurring charges again and/or make other payment arrangements with the company.

9. PROMISE TO PAY

You promise to pay us, in lawful money of the United States of America, all Purchases, Cash Advances, fees, charges, interest, Finance Charges and all other debts, obligations and liabilities of every kind and description, arising out of all Account transactions authorized by any Cardholder or any other authorized person or entity, plus any collection costs, including court costs and reasonable attorneys' fees. For sole proprietors approved for joint Credit, each of you is jointly and severally liable for payment of the Account. For individuals who have agreed to be jointly and severally liable with the Company, both you and the Company are jointly and severally liable for payment of the Account. In addition, you consent and agree to the terms of the Cardholder Documents and to the terms contained on the Cards, any sales drafts, credit adjustment memos or Cash Advance drafts signed by or given to any Cardholder. The provisions of this Agreement govern your obligations, notwithstanding any additional or different terms contained in any other documents evidencing an Account transaction.

10. MINIMUM PAYMENT DUE

You agree to pay the Minimum Payment Due of \$25.00 or 5% of the amount you owe, whichever is greater, any amount over your credit limit, the sum of all past due amounts, and any resulting fees, if applicable. Your current payment will not be less than \$25.00 unless your New Balance is less than \$25.00. You may pay your total outstanding balance at any time. If you pay more than the Minimum Payment Due during any particular Billing Cycle, a Minimum Payment Due will still be due in subsequent Billing Cycles, unless we notify you otherwise. Each Billing Cycle you must pay at least the Minimum Payment Due shown on your monthly Statement by its Payment Due Date. We round the payment amount to the higher penny. The Minimum Payment Due will not be greater than your New Balance.

11. WHEN AND HOW TO PAY

You agree to:

- pay at least the Minimum Payment Due as described above, and as shown on your billing Statement; and
- make this payment in time to be credited by no later than the Payment Due Date.

If you wish, you may pay more than the Minimum Payment Due or the entire balance at any time. Instructions for making timely payments are shown on your billing Statement.

Payments must be:

- made in U.S. dollars; and
- paid from a U.S. bank or other U.S. financial institution; and
- sent in a form that is acceptable to us.

Acceptable forms of payment include:

- a check or money order;
- online payment;
- payment by phone; or
- an electronic funds transfer.

By sending us a check for payment on your Account, you authorize us either to:

- use information from your check to initiate an electronic funds transfer from your payment account according to the terms of the check; or
- to process the transaction as a check.

When we use your check to make an electronic funds transfer:

- funds may be withdrawn from your payment account the same day we receive your payment; and
- you will not receive your check back from your bank.

When you use our optional payment by phone service, you agree that:

- we may make an electronic funds transfer from the bank account you choose; or
- we may process the payment the same way we would process a check.

You authorize the amount and timing of each payment. Please retain this authorization for your records. If you have a returned payment:

- the amount you paid will be added back to your Account and may be applied to a different category than originally posted. (e.g. Cash Advance, Purchases, etc.); and
- Finance Charges may be restored back to the payment date at the APR for that transaction.

12. WHEN YOUR PAYMENT WILL BE CREDITED TO YOUR ACCOUNT

Mailed payments received at the billing address on your Statement by 5:00 p.m. Eastern Standard Time on any business day will be credited to the Account on that day. Saturdays, Sundays, and federal holidays are considered non-business days. Please include the payment coupon from the bottom of the statement with your check. Payments made at a Stonegate Bank branch during normal business hours will be credited on that day. Otherwise, we will credit the payment on the next business day. If a payment is made at any location other than the address on the Statement or a Bank branch we may delay crediting that payment. Subject to any limitations of applicable law, we reserve the right to select the method by which payments and credits are allocated to the Account in our sole discretion. If you write any special conditions on your payment, such as "paid in full," "without recourse," or similar language, we may accept a payment marked with special conditions and not agree to those conditions, and will not lose 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 Stonegate Bank Card Services, P.O. Box 10069, Pompano Beach, Florida 33061.

13. AUTO PAYMENT ACH AUTHORIZATION

If you enroll for auto payment, you authorize us, or our service provider, to initiate Automated Clearing House ("ACH") debit entries to the bank account(s) that you identify on each monthly Payment Due Date, to pay the amount you select (but not exceeding the then current balance of your account). You have the right to receive notice of all electronic fund transfers from your bank account that vary in amount, and by signing, or agreeing to, the Auto Payment ACH Authorization, you agree that your monthly billing Statement will serve as your notice of the amount of your monthly payment. You are not required to agree to this Auto Payment ACH Authorization in order to obtain an extension of credit from us. Automatic payment is offered for your convenience. You may make additional payments by any acceptable means, but any such payments will have no effect on the initiation of payments under this authorization. You acknowledge that you are voluntarily choosing to pay electronically. You understand and acknowledge that you may terminate the Auto Payment ACH Authorization by notifying us 1) in writing at Stonegate Bank Card Services, 516 Edgewater Drive, Wakefield, MA 01880, 2) via phone at 1-855-794-2607, or 3) via Stonegate Card Services at stonegatecardservices.fdecs.com, in such time and manner as to afford us a reasonable opportunity to act on it. You also authorize us to verify all of the information that you have provided to us, as well as certain past and/or current information. If there is any missing or erroneous information in or with the information that you have provided to us regarding your bank, bank routing and transit number, or bank account number, then you authorize us to verify and correct such information. If you or we terminate automatic ACH payments, then you will be responsible for paying all amounts that you owe us by other acceptable means.

14. HOW WE APPLY PAYMENTS

All payments will be applied first to the Minimum Payment Due. Any payments made in excess of the Minimum Payment Due will be applied first to the balance with the highest interest rate then successively to each lower interest rate until payment is exhausted. For expiring deferred interest balances, the entire excess of a minimum payment will be applied during the last two Billing Cycles immediately preceding the expiration of the deferred interest period.

15. RATES

We will use one or more annual percentage rates ("APR") to determine Finance Charges owed. The Stonegate Bank Card Disclosures provided with the application show the APRs that apply to the Account. All rates applicable to the Account are variable but no APR will exceed the maximum rate permitted by applicable law. The applicable rate for each Billing Cycle will be equal to an index rate ("Prime Rate") plus a percentage we select ("Spread"). The Prime Rate is the U.S. Prime Rate published in *The Wall Street Journal* on the last day of the month. If the Prime Rate changes, we will change any variable rates on the first business day of the month, but at least twenty-eight (28) days after the published change of rate. Your variable APRs can change with each monthly Billing Cycle. We will apply each APR to the applicable balance for each type of transaction:

- Purchases;
- Balance Transfers; and
- Cash Advances.

Each variable APR will be equal to:

- the Spread; plus

- the U.S. Prime Rate.

An increase in the Prime Rate will increase your Daily Periodic Rates. It may also increase your:

- Interest Due; and/or
- Minimum Payment Due.

The increased variable rates will apply to:

- new transactions; and
- existing balances.

If any variable rate increases, the amount of Finance Charges and the Minimum Payment Due may increase.

Finance Charges are assessed on a monthly basis. The Average Daily Balance is multiplied by the monthly rate. The monthly rate is determined by taking the APR and dividing by 12.

16. HOW DAILY BALANCE IS DETERMINED

To determine your Daily Balance, we take the beginning balance for each type of transaction that day; then add the following that were incurred on that day: any new transactions; any previous day's periodic Finance Charges; and any fees and charges; then subtract any payments and/or credits. We also make any needed adjustments. For example: If a transaction posts after, but occurs before the start of a Billing Cycle, we may adjust the amount above to include this transaction. It will be included as of the first day of the Billing Cycle in which it posts. If your Account is subject to a Grace Period during the Billing Cycle, your payments will be subtracted from all Daily Balances in the current Billing Cycle. If a transaction for a returned payment or a dispute resolved in our favor posts after the beginning of the Billing Cycle, we will make this adjustment: the applicable Daily Balance(s) and any related Finance Charge calculations will be adjusted to include the transaction amount as of the date of the original payment or transaction. To calculate your Average Daily Balance, we add the Daily Balances for each day of the Billing Cycle and then divide this total by the number of days in the Billing Cycle.

17. HOW FINANCE CHARGES ARE CALCULATED (ALSO CALLED INTEREST CHARGES)

Finance Charges are computed by applying a monthly periodic rate (1/12th of the APR) to the Average Daily Balance of the Account. To get the Average Daily Balance, we take the beginning balance of the Account each day, add new Purchases, Cash Advances and other charges and subtract any payments, credits, or fees. This gives us the daily balance. Then we add up all of the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance.

Your Account has a Grace Period on Purchases. Periodic Finance Charges begin accruing on Purchases, Balance Transfers, and Cash Advances on the date of the transaction and continue to accrue until your balance is paid in full. However, no Finance Charges will be charged on new Purchases and Balance Transfers for any Billing Cycle when you have paid your entire New Balance in the previous month on time and you pay your entire current month's balance on time as well. Finance Charges accrue on Cash Advances beginning on the date the advance is posted to the Account. There is no Grace Period for Cash Advances. Additional Finance Charges may be avoided by always paying in full the New Balance shown on the Statement on or before the Payment Due Date, which always will be at least 26 days after the Statement date.

18. MINIMUM INTEREST CHARGE

If the total of the Finance Charges for all balances is less than \$1.00, then a Minimum Interest Charge of \$1.00 will be assessed on the account as a fee. The Minimum Interest Charge will be allocated to each balance category subject to a Finance Charge.

19. PROMOTIONAL OR INTRODUCTORY APR

We may offer you special Promotional or Introductory APRs from time to time. If we do, we will tell you the eligible transaction types, how long this APR will last, and any other special terms of the offer. If you revolve your balance to take advantage of a Promotional or Introductory Offer, all transactions and balances, including Purchases, will be charged Finance Charges.

20. FEES

Any fees or Finance Charges will be added to your Purchase balance unless otherwise stated in this Agreement. You agree to pay the following fees. Fees are subject to applicable law and will be posted to the Account.

- Fees Shown on Stonegate Bank Card Disclosures. If a fee applies to the Account, we will print the amount of the fee on the Stonegate Bank Card Disclosure.
 - A Late Payment Fee if we do not receive at least the full Minimum Payment Due by the Payment Due Date;
 - A Returned Payment Fee if any check or similar instrument or any electronic debit for payment on the Account is returned unpaid for insufficient funds or other reason, even if the check, instrument or debit is later honored or paid;
 - A Balance Transfer Fee for Balance Transfers;
 - A Cash Advance Fee for each Cash Advance;

- A Foreign Transaction Fee for any transaction any Cardholder makes outside the United States including Purchases made online with a foreign merchant (except Puerto Rico or the U.S. Virgin Islands); and
 - An Annual Fee (does not apply to all card types) will apply in the month the account is open, and each year in the anniversary month.
- Fees Disclosed at Time of Request. We also may charge the following fees. If a fee applies to the Account, we will disclose the amount of the fee at the time the Cardholder requests the service.
 - A Replacement Card Fee if you request a replacement Card;
 - A Copy Fee if you ask for additional copies of Statements, drafts and receipts requested; and
 - An Expedited Card Delivery Fee (in addition to the Replacement Card Fee above).

21. REPRESENTATIONS

You attest that (a) the Company is a valid business entity in good standing under the laws of the jurisdiction of its organization and (b) each person signing any Cardholder Document as an authorized representative of the Company is an owner, partner, proprietor, director, member or other duly elected officer of the Company (an "Authorized Representative") and that pursuant to all requisite resolutions, governing documents or other corporate actions, is authorized to complete an application for Credit and to borrow on behalf of the Company.

22. OBTAINING CASH ADVANCES

If the Account includes authorization to obtain Cash Advances, Cardholders may obtain Cash Advances by presenting a Card at a participating bank and, if requested, providing the proper identifying information and signing the appropriate drafts. Cardholders also may obtain Cash Advances by using a Card at a compatible automated teller machine ("ATM"), provided it is used with the correct personal identification number ("PIN"). Daily Cash Advances may not exceed the least of the local ATM limit, if any, the withdrawal and dollar limits we establish from time to time or the Cash Limit. We may terminate or block the ability to obtain Cash Advances at ATMs if we believe that there is unusual activity on the Account or you are in Default under this Agreement. All Cash Advances are subject to Cash Advance Fees of \$10.00 or 5% of the transaction amount, whichever is greater. ATM Cash Advances also may be subject to fees established by ATM owners. Purchases of items that can be traded right away for cash will be Cash Advances instead of Purchases. These "cash-like" transactions include Purchases of casino gaming chips, money orders, deposits, wire transfer money orders, travelers checks, MasterCard Travel/Money cards, foreign currency and similar items.

23. DEFAULT

You agree to observe and comply with this Agreement and not to permit an event of Default to occur. You further agree not to take any action or permit any event to occur that materially impairs your ability to pay when due. Subject to any applicable law, upon the occurrence of any one or more of the following events of Default, the full amount of the Account shall, at our option, become immediately due and payable: (a) you fail to pay at least the Minimum Payment Due; (b) you fail to observe any covenant or duty contained in this Agreement; (c) you become insolvent or the subject of bankruptcy or insolvency proceedings; (d) you or any Guarantor provide or have provided any information to us that is false in any material respect; (e) you or any Guarantor dies, ceases to exist, changes residency to another state or is subject to a material change in the majority ownership or control; (f) the occurrence of Default under any agreement securing the obligations hereunder, including, but not limited to, any personal guaranty; or (g) upon termination of any personal guaranty, whether by revocation of the Guarantor or otherwise. Subject to applicable law, you agree to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim you bring or incident to any action or proceeding involving you brought pursuant to the United States Bankruptcy Code).

24. TERMINATION OF ACCOUNT

Your consent to this Agreement may be terminated at any time by surrendering the Cards issued on the Account. Once you close the Account, you must destroy your Card(s) and you will still be responsible for all amounts owed according to the terms of this Agreement. Your termination will be binding on each Authorized User. Unless terminated earlier, the privilege to use the Cards will expire on the date shown on the Cards. We can suspend or close your Account at any time. We will not tell you first unless applicable law requires us to do so. We may suspend or close your Account for any reason. One of the reasons may be your Default under this Agreement. We also may close your Account if there is a material change in your depository relationship with us. The Cards are and will remain our property, and Cardholders must surrender them to us on demand. You agree to notify us of any cancellation of an Authorized User's charging privileges. You can close your Account at any time by calling the number on the back of your Card or mailing your request to: Stonegate Bank Card Services, 516 Edgewater Drive, Wakefield, MA 01880-0428.

25. LOST OR STOLEN CARD

You agree to notify us immediately if: your Card is lost or stolen, or your Account is used without your permission. You may call at any time. The phone number is 1-866-563-1335, and is listed on your billing Statement and on the back of your Card.

26. CREDIT INVESTIGATION

You authorize us to investigate your credit standing before we open the Account or issue Cards and at any time thereafter for any purpose related to reviewing, servicing or updating the Account, including without limitation for purposes of collecting

amounts owed under this Agreement. You understand and agree that this investigation may include our obtaining credit reports from consumer reporting agencies.

27. FINANCIAL AND OTHER INFORMATION

You agree to promptly provide us, from time to time upon request, with current information regarding you and your financial affairs. You authorize us to receive, from time to time, information from others concerning you and your Credit Accounts to answer questions from others regarding our Credit experience with you.

28. COMMUNICATIONS

We may contact you from time to time regarding your Account. We treat all customer calls as confidential. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- contact you at your home and at your place of employment;
- contact you on your mobile telephone;
- contact you at any time, including weekends and holidays;
- contact you with any frequency;
- leave prerecorded and other messages on your answering machine/service and with others; and
- identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number. We may do these things whether we contact you or you contact us. If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us. You consent to and authorize Stonegate Bank, and any customer service and collection unaffiliated partners, to monitor and record any of your telephone conversations with our representatives or the representative of any of our customer service and collection unaffiliated partners.

29. BILLING DISPUTES

Disputes regarding charges or billings must be communicated in writing to:

Stonegate Bank Card Services
516 Edgewater Drive
Wakefield, MA 01880-0428

Oral communications with us regarding disputed charges or billings will not preserve your rights. Communications should include your name and Account number, the dollar amount of any dispute or suspected error, the reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by us within sixty (60) days of the date of your monthly statement on which the disputed or incorrect charge first appeared or you will be deemed to have accepted them. Disputed charges or billings are categorized by us as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges, unauthorized charges, disputes as to the quantity or quality of goods or services purchased with the Card, and billing errors on your monthly Statement. We will investigate disputes and billing errors, and may, in our sole discretion, attempt to facilitate their resolution or correction, but we will not be responsible for resolving or correcting them. You may not assert disputes you may have with a merchant against us, as, for example, when you believe that the goods or services purchased with a Card were defective, not delivered, or not as promised. Any such dispute is solely between you and the merchant, and you or your employer must still pay the total amount of the sales draft plus any appropriate charges we may be authorized to make. We may, in our sole discretion, attempt to facilitate a resolution with the merchant, but we will not be responsible for doing so, whether or not we make any efforts in that regard. In any event, we also reserve the right to deny authorization of any transactions.

30. CHANGE OF TERMS

We may change this Agreement as allowed by applicable law. This may include changing, adding, or removing terms. We may do this in response to legal, business, competitive environment or other reasons not listed here. We may increase the Finance Charge rate on existing balances in limited circumstances. Changes to some terms may require at least 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. You agree that the change may cover all transactions made 15 days after we mail the notice. If you do not agree to the change, a method for rejecting the change and closing the account will be provided in the Change of Terms Notice. You agree that if you use your card after the effective date of the change, this will constitute your agreement with the change.

31. LIABILITY FOR UNAUTHORIZED USE

If you notice the loss or theft of any Card or a possible unauthorized use of any Card, call us immediately at 1-866-563-1335 or write to us at Stonegate Bank Card Services, 516 Edgewater Drive Wakefield, MA 01880-0428. Unauthorized use is any use by an individual other than an Authorized User if made without your knowledge or consent. Any use by an Authorized User, or by any other with the knowledge, authority or consent of the Authorized User, or you, is authorized use. You will not be legally responsible for unauthorized use which occurs after you notify us.

32. ACCOUNT ASSIGNMENT

We may sell, assign or transfer all or any part of your Agreement and Account without notice to you. You may not sell, assign or transfer your Account.

33. GOVERNING LAW

This Agreement is governed by State of Florida law and federal law. We make our Credit decisions and extend Credit to you under this Agreement from the State of Florida. This Agreement is entered into in the State of Florida and is maintained in the State of Florida. This is true whether or not you use your Card in the State of Florida.

34. WAIVERS

If we delay or take no action allowed under this Agreement, for any reason, we will not lose or limit any of our rights under this Agreement on any other occasion.

35. SEVERABILITY

If any provision of this Agreement is finally determined to be unenforceable under any law, rule or regulation, all other provisions of this Agreement are still valid and enforceable.

We use section headings (e.g. Types of Transactions) to organize this Agreement. The headings are for reference purposes only.

36. NO TRANSFER

The Account, Cards, this Agreement, your obligations, and any personal guaranty are not transferable or assignable by you, but may be transferred or assigned by us to any other person, with or without advance notice to you.

37. ARBITRATION PROVISION (Agreement to Arbitrate)

Arbitration is a method of deciding disputes outside the court system. This Arbitration Provision (the "Provision") governs when and how any disputes you and we may have will be arbitrated instead of decided in court.

CERTAIN DEFINITIONS Certain words used in this Provision have special meanings:

"WE," "US", AND "OUR" means Stonegate Bank ("Bank") and our affiliates, successors and assigns and also include: (1) any prior issuer of a credit account that we have acquired; (2) any company to which we transfer our rights under this Agreement; and (3) all of the employees or other individuals who manage these companies. Finally, if either your or we elect to arbitrate any Claim you bring against us, these terms include any other persons or companies whom you make Claims against in the same proceeding.

"CLAIM" means any dispute between you and us that arises as a result of or has anything at all to do with: (1) your Account; (2) the events leading up to your becoming an accountholder; (3) this Agreement; (4) any prior credit account or agreement relating to such account; or (5) your relationship with us. This includes disputes relating to any products, insurance, or other services offered to you as an accountholder. This includes disputes about whether this Provision is valid or binding or about whether or when it applies. It includes disputes relating to constitutional provisions; statutes; ordinances; regulations; case law; compliance with the Agreement or any agreement related to any prior credit account; and wrongful acts of every type (whether intentional; fraudulent; reckless; or just negligent). It includes requests for money, for orders requiring you or us to take certain actions (which are sometimes referred to as "injunctive relief"), and for any other kind of relief. This Provision applies to Claims that arise prior to, on, or after the effective date of this Provision.

"ADMINISTRATOR" means the American Arbitration Association or JAMS. These companies administer arbitration proceedings. The arbitrator will be selected under the Administrator's Rules. You can select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within 20 days after we give you notice that we are electing to arbitrate any Claim. If you do not select the Administrator on time, we will select one. If for any reason the Administrator you or we select is unable or unwilling to serve or continue to serve as Administrator, you will have 20 days to select a different Administrator.

STARTING ARBITRATION You or we can give written notice of an intention to begin arbitration of a Claim or Claims or to require arbitration of the other party's Claim or Claims. This notice can be given by one party even if the other party has begun a lawsuit. If such a notice is given, any Claim will be resolved by arbitration under this Provision and the Administrator's Rules that are in effect at the time the Claim is filed with the Administrator. The arbitrator must be a lawyer with more than 10 years of experience or a retired judge. A copy of the Claim form may be obtained from the Administrator or from us. A party who has asserted a Claim in a lawsuit may still elect arbitration with respect to any Claim that is later asserted in the same lawsuit by any other party. All doubts about whether to arbitrate a Claim shall be resolved in favor of arbitration. We will not elect to arbitrate an individual Claim that you bring against us in "small claims" court. However, we may elect to arbitrate a "small claims" court Claim that is later sent or appealed to any different court.

IMPORTANT LIMITATIONS IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US AND TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN A LAW-SUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ADMINISTRATOR MAY BE HIGHER THAN THE FEES CHARGED BY A COURT. THE SAME LIMITATIONS ALSO APPLY TO US. IN ADDITION, IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR ANYONE ELSE ON YOUR BEHALF CAN PURSUE THAT CLAIM IN COURT IN A CLASS OR REPRESENTATIVE ACTION (SUCH AS A PRIVATE ATTORNEY GENERAL ACTION); (2) NEITHER YOU NOR ANYONE ELSE ON YOUR BEHALF CAN PURSUE THAT CLAIM IN THE ARBITRATION ON A CLASS-WIDE OR REPRESENTATIVE (SUCH AS A PRIVATE ATTORNEY GENERAL) BASIS; AND (3) CLAIMS BROUGHT BY OR AGAINST ONE ACCOUNTHOLDER (OR

JOINT ACCOUNTHOLDERS) MAY NOT BE BROUGHT TOGETHER WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER ACCOUNTHOLDER.

ARBITRATION and COSTS Any arbitration hearing that you attend will take place in the federal judicial district where you live. If you cannot afford to pay the fees charged by the Administrator and the arbitrator or if you believe that such fees are too high, we will consider any reasonable written request by you for us to pay the fees. We will pay any fees or expenses we are required to pay by law. You will never be required to pay us any fees we have previously paid to the Administrator. Each party must bear the expense of that party's attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that the applicable law or the Administrator's Rules provide otherwise.

GOVERNING LAW This Agreement involves interstate commerce and this Provision is governed by the Federal Arbitration Act ("FAA"), United States Code, Title 9, Sections 1 and following. The arbitrator must follow: (1) the FAA; (2) the substantive law, consistent with the FAA, related to any Claim; (3) statutes of limitations; and (4) claims of privilege recognized at law. Upon the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award. The arbitrator will determine the rules of procedure and evidence to apply, consistent with the FAA, the Administrator's Rules, and this Provision. The arbitrator shall not apply federal, state, or local rules of procedure and evidence or state or local laws concerning arbitration proceedings.

OBTAINING INFORMATION After an arbitration proceeding has been started, in addition to a party's right to obtain information from the other party under the Administrator's Rules, either party may request the arbitrator in writing to allow that party to obtain more information from the other party. A copy of such request must be provided to the other party. That party will then have the chance to object in writing within 30 days. The objection must be sent to the arbitrator and the other party. The arbitrator will decide the issue, in his or her sole discretion, within 20 days after any objection to providing expanded information is submitted.

EFFECT of ARBITRATION AWARD Any appropriate court may enter judgement upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA and except for Claims involving more than \$100,000. For these large Claims, any party may appeal the award to a three-arbitrator panel appointed by the Administrator. That panel will consider all over again any part of the initial award that any party asserts was incorrectly decided. The decision of the panel will be by majority vote and will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the fees charged by the Administrator and the arbitrators for such an appeal will be paid by the appealing party, regardless of who wins the appeal. However, we will consider any reasonable written request by you for us to pay such fees. All other provisions of this Provision shall apply to any appeal to a three-arbitrator panel, and any reference in this Provision to a single arbitrator shall apply to the three-arbitrator panel.

CONTINUING EFFECT of ARBITRATION AWARD This Provision will remain in force no matter what happens to you or your Account. For example, it will remain in force even if: (1) your credit privileges are ended or put on hold; (2) you close your Account; (3) you repay your entire Account balance; (4) we begin a lawsuit to collect amounts we think you owe; or (5) you become bankrupt or insolvent or a bankruptcy or insolvency proceeding is begun, to the extent consistent with applicable bankruptcy law. If any portion of this Provision cannot be enforced for any reason, the rest of this Provision will continue to apply. In the event of any conflict or inconsistency between this Provision, on the one hand, and the Administrator's Rules or other provision of this Agreement, on the other hand, this Provision will govern.

CONTACTING ARBITRATION ADMINISTRATORS If you have a question about the arbitration companies who may serve as Administrator, would like to obtain a copy of their arbitration rules or fee schedules, or would like a Claim form, you can contact them as follows: American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, request the Arbitration Rules for the Resolution of Consumer-Related Disputes (for Claims under \$10,000) or Commercial Arbitration Rules (for all other Claims); JAMS, 45 Broadway, 28th Floor, New York, NY 10006, www.jamsadr.com, request the Financial Services Arbitration Rules and Procedures.

OPT OUT You may choose to opt out of and not be subject to this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within forty-five (45) calendar days of the date of this Agreement at the following address: Stonegate Bank Card Services, P.O. Box 10069, Pompano Beach, FL 33061. Your written notice must include your name, address, social security number, and account number, and a statement that you wish to opt out of this Arbitration Provision. Your notice to opt out will only apply to this particular Agreement with us and not to subsequent or previous agreements.

38. STATE LAW NOTICES

MARYLAND RESIDENTS: You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your account.

NEW JERSEY RESIDENTS: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NEW YORK RESIDENTS: Call the New York State Department of Financial Services at 1-800-342-3736, or visit its website at <http://www.dfs.ny.gov/consumer/creditdebt.htm> for a comparable list of credit card rates, fees and grace periods.

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 histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

WISCONSIN RESIDENTS: We will not charge you attorney's fees, court costs, or other collection costs incurred as a result of your default.

MARRIED WISCONSIN RESIDENTS: No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 766.70 will adversely affect the Interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse.

39. ENTIRE AGREEMENT

The Cardholder Documents constitute the entire agreement between us and you relating to the Account and supersede any other prior or contemporaneous agreement between us and you relating to the Account. Except as otherwise provided, if there is any conflict among these documents, the terms of this Agreement control. The signature (including any electronic or digital signature) of an Authorized Representative on any document signed in connection with the use of the Card or Account is part of this Agreement. Such documents include, but are not limited to, the Card, Application or any accepted sales slip.

DEFINITIONS

Account – The credit card Account(s) we approve for your use that is/are subject to the terms and conditions of this Agreement.

Agreement – Your Cardholder Agreement with Stonegate Bank for the Account.

APR (Annual Percentage Rate) – The cost of your Credit as a yearly rate. Different APRs may apply to different transactions on your Account, such as for Purchases, Balance Transfers, or Cash Advances. We use the applicable APR to calculate the Finance Charge that you owe on the Account.

Authorization – Any Purchases, Balance Transfers, or Cash Advances that you or any Authorized User makes on the Account and any fees and Finance Charges owing on the Account.

Authorized Representative – An owner, partner, proprietor, director, member or other duly elected officer or employee of the Company who signs any Cardholder Document as an Authorized Representative of the Company and is authorized to complete an application for Credit and to borrow on behalf of the Company.

Authorized User – Any person you authorize to use the Card (whether Cardholder or not and whether or not such use exceeds the limit you authorized or intended).

Average Daily Balance – To get the Average Daily Balance, we take the beginning balance for each type of transaction that day and add new transactions, Finance Charges, fees and charges, and subtract any payments and credits, and make any needed adjustments; we add together all the Daily Balances for each day of the Billing Cycle and then divide by the number of days in the Billing Cycle.

Balance Transfer – Credit we extend resulting from a Balance Transfer that you request by any means (including telephone or Balance Transfer request form that we provide). We may permit you to transfer balances from other credit card companies or financial institutions to your Account. There must be enough Credit available in your Account for the Balance Transfer. 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 you, to us, or to any of our affiliates. We are not liable to you if we do not process part or all of any Balance Transfer you request. If you request several Balance Transfers, we may process the Balance Transfers in any order we choose. We may also limit the amount of Balance Transfers to your Account to an amount that is less than the total Credit Limit of your Account. If we do not approve the full amount of any Balance Transfer you request, we may process part or none of the Balance Transfer amount you requested. Do not request a Balance Transfer for any amount that is or may be subject to a dispute between you and any other financial institution or creditor. After you request a Balance Transfer, you should still monitor and pay at least the Minimum Payment Due on your other account, until the other institution sends an account statement to you showing that you are no longer required to make any account payment. You are liable to your other creditors for any fees, charges, and amounts due under their Credit agreements with you, including any Late Payment Fees and Finance Charges you may owe if a Balance Transfer for 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 you after we process a Balance Transfer.

Billing Cycle – The time interval between the dates of your regular billing statements. Your first Billing Cycle may be less than one month. All Credit terms, including Minimum Interest Charges, will apply in each Billing Cycle including the first Billing Cycle.

Card – Your Card(s) is/are the physical Card(s) or the Account number that you or an Authorized User can use to access your Account.

Cardholder – The natural person to whom we issue a Card at his/her request or application, or a natural person who has agreed to pay obligations arising from another persons' use of the Card or Account.

Cash Advance – Credit we extend to you in the form of a loan from the Account. A Cash Advance occurs when you: (1) obtain cash from an ATM (automated teller machine), (2) obtain cash from any other source, (3) make a wire transfer, (4) buy foreign currency, (5) buy traveler's checks, (6) buy money orders, (7) buy lottery tickets, or (8) buy gambling chips or wagers.

Cash Limit – A maximum amount of Credit for Cash Advances.

Credit – The Credit extension you receive under this Agreement.

Credit Limit – The maximum amount of Credit that we establish from time to time and make available to you on the Account.

Daily Periodic Rate – The Daily Periodic Rate is calculated from the applicable APR. The Daily Periodic Rate is equal to the applicable APR divided by 365 (or 366 in a leap year). We may use the Daily Periodic Rate to calculate the Finance

Charge as described in this Agreement. Finance Charges resulting from the application of Daily Periodic Rates will accrue daily and be calculated on the Average Daily Balances (including new transactions) for each Account feature (Purchases, Cash Advances, Balance Transfers, and Promotional Balances).

Default – Subject to applicable law and any right that you may have under that law, we may require immediate payment of your entire Account balance and you will be in Default if, (1) you do not make at least the Minimum Payment Due on or before the Payment Due Date, (2) a Cardholder or Authorized User exceeds or tries to exceed the Credit Limit without our permission, (3) a payment you make is rejected or cannot be processed, (4) we reasonably believe that a Cardholder's ability to pay us is materially impaired (for example, if you become subject to bankruptcy or insolvency proceedings or if an attachment or garnishment proceeding are instituted against you or your property), (5) you provide us with false, misleading or fraudulent information or a false signature, (6) a Cardholder dies or is legally declared incompetent or incapacitated, (7) you fail to comply with any provision of this Agreement, (8) you or an Authorized User makes illegal use of any financial service under the Account, (9) you fail to give us a current physical address when you apply and whenever you move, or (10) you or an Authorized User continues to use an Account or Card that has been closed.

Finance Charge – Same as Interest Charge. The cost of your Credit on the Account as a dollar amount that we derive by applying your Daily Periodic Rate to the Average Daily Balance. Your statement will refer to this as Interest Charge.

Grace Period – The time period during which you may avoid paying Finance Charges on certain transactions. The Grace Period will continue if you pay your New Balance on time each Billing Cycle. No Finance Charges will be charged on new Purchases for any Billing Cycle when you paid your entire New Balance in the previous month on time and you pay your entire current month's balance on time as well. You will lose the Grace Period if you do not pay your New Balance in a given Billing Cycle.

Guarantor – For Accounts with a guaranty, Guarantor means any person who signs a personal guaranty and agrees to personally guaranty payment of any and all obligations under this Agreement or any subsequent agreement governing the Account.

Interest Charge – Same as Finance Charge. The cost of your Credit on the Account as a dollar amount that we derive by applying your Daily Periodic Rate to the Average Daily Balance. Your Statement may use both terms.

Late Payment Fee – If your payment is late, we may charge you a Late Payment Fee.

Minimum Interest Charge – If the total of the Finance Charges for all balances is less than \$1.00, then a Minimum Interest Charge of \$1.00 will be assessed on the Account. The Minimum Interest Charge will be allocated to each balance category subject to a Finance Charge.

Minimum Payment Due – The Minimum Payment Due on your Account as shown on your statement. It is the sum of all past due amounts plus the current payment.

New Balance – The entire balance of Purchases, Cash Advances, Balances Transfers and any Promotional Balances outstanding on your Account on the closing date of the Billing Cycle, plus all accrued Finance Charges and other fees, charges, payments, credits and adjustments as of such date.

Payment Due Date – This is the date by which we must receive your payment in order for it to be on time. Your Payment Due Date will be stated on your statement.

Prime Rate – The rate used for making variable rate adjustments to your APR. The Prime Rate is the U.S. Prime Rate as quoted in the Money Rates section of *The Wall Street Journal* on the last day of the month. An increase in the Prime Rate will increase your Daily Periodic Rates and may also increase your Finance Charges due and/or your Minimum Payment Due.

Promotional Balance – Credit we extend for an introductory and other designated Purchase or Balance Transfer transaction, subject to discounted fees and/or a different Daily Periodic Rate than your standard Daily Periodic Rate for Purchases.

Promotional or Introductory APR – The Daily Periodic Rate applied to Promotional Balances.

Purchases – Credit we extend to you when you or an Authorized User use(s) the Card or Account to purchase goods, labor, insurance or services through sellers and lessors that honor your Card or Account for the purpose of completing a Purchase.

Spread – The rate added to the Prime Rate to determine your APR.

Statement – We will send you a bill at the end of each Billing Cycle. The Statement will tell you the total balance that you owe us at the end of the last Billing Cycle. It will also tell you the Minimum Payment Due that you must pay us by the Payment Due Date.