

Business Credit Cardholder Agreement

The information presented herein is accurate as of 8/1/19.

1. AGREEMENT. This Cardholder Agreement (“Agreement”) and the following documents (collectively, “Cardholder Documents”) govern the possession and use of your Cass Classic Business VISA® and Cass VISA® Business Rewards business credit card account (“Account”) issued by Cass Commercial Bank. (“Issuer”):
 - a. The card carrier (“Card Carrier”) we send with the credit card or cards (“Card”);
 - b. The Supplemental Account Terms (“Supplement”) we provide when Card is issued;
 - c. The application or solicitation (“Application”) signed or otherwise submitted to request the Account; and
 - d. Any PIN mailer provided to you that contains your personal identification number (“PIN”).

The Card Carrier, Supplement, Application, and PIN mailer are part of this Agreement.

By accepting, activating, signing, using, or authorizing use of the Card or Account, or by failing to cancel the Account within thirty (30) days of receipt of the Card, you agree to the terms of this Agreement.

2. PARTIES AND ADDRESSES. In this Agreement, except as otherwise provided below, “you” and “your” refer to: (i) the business identified in the “Business/Organization 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. You are the “Primary Cardholder.” “We,” “us” and “our” mean the Issuer or any person or entity to which the Issuer sells or gives 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 guarantee payment of any and all obligations under this Agreement or any subsequent agreement governing the Account (“Guaranty”). 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. You agree that we can send Cards and other communications regarding Cards issued to Authorized Users to the last address we maintained on the Account for the Authorized Users or an address provided by the Authorized User.

3. 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 or obtaining cash advances to be used for business, commercial or organizational purposes on behalf of the Company. 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 3. You agree that a breach by any Cardholder of the provisions of this Section 3 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.

4. USING THE ACCOUNT. You can access your Account by using your Card, your Account number (which may also be accessed through an enabled mobile device), or other credit devices. Cardholders can use the Account to make the following transactions:
 - a. Purchases: Cardholders can purchase goods or services from any merchant that accepts the Card;
 - b. Cash Advances: If the Account includes authorization to obtain Cash Advances, Cardholders can get cash loans as explained in Section 13 below; and
 - c. Balance Transfers: You can transfer balances from other credit card accounts to this Account, but you cannot transfer balances from other accounts you have with us. We reserve the right to reverse or reject balance transfer requests that do not meet these requirements.

Failure of a Cardholder to sign a sales draft does not relieve

you of liability for Purchases made or Cash Advances received. We may limit the availability of certain transactions to Cards assigned to you as the Primary Cardholder. Some transactions may not be available to Authorized Users.

5. **ILLEGAL TRANSACTIONS.** You agree that the Card or Account will not be used for any transaction that may be illegal under applicable law. Such transactions include, for example, Internet gambling transactions. 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.
6. **PROMISE TO PAY.** You promise to pay us, in lawful money of the United States of America, all Purchases, Cash Advances, Balance Transfers, 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 the individual and Company are jointly and severally liable for payment of the Account. If you are jointly and severally liable, we can ask any one or all of you to pay any or all amounts.

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.

7. **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.
8. **CHANGES IN TERMS.** Subject to any requirements and limitations of applicable law, we may change any of the terms of this Agreement. Such changes may include revising or

removing existing terms and adding new terms or replacing your Card with a different Card, which may have different benefits and features. The terms changed may include, for example, periodic rates, fees and this Changes in Terms provision. We will give you notice of any change as required by applicable law. The change will be effective on the date of the notice unless otherwise provided. Customer's continued use of the Card after the notice date means the Customer accepts and agrees to the change.

9. CREDIT AND CASH LIMITS. We will inform you from time to time of the maximum amount of the approved credit line under the Account ("Credit Limit"). We will print the dollar amount of your Credit Limit on the Card Carrier and each Statement. You may make Balance Transfers up to the full amount of your available Credit Limit, subject to any other limits we impose. If you have cash access on your Account, we may establish a maximum amount of credit for Cash Advances ("Cash Limit"). If we establish a Cash Limit, we will print the dollar amount of your Cash Limit on each Statement. We may also limit the frequency and amount of Cash Advances you may make in any time period.

Cardholders may not make, authorize or allow Balance Transfers, Purchases or Cash Advances in excess of those limits. You may not get a Cash Advance if it would cause the total unpaid balance of Cash Advances (including interest and Cash Advance Fees) to go over your Cash Limit. We may ask you to pay right away any amount over your Credit Limit or Cash Limit.

Notwithstanding such limits, however, you are liable for all Balance Transfers, 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. We also may set a limit for other types of transactions, such as Balance Transfers.

10. PAYMENTS AND STATEMENTS. We will send an electronic Statement for the Account to the email address you provide for each monthly billing cycle at the end of which:
- a. There is an undisputed debit or credit balance of \$1 or more; or
 - b. There is any other activity on your Account and we are not prohibited by law from sending a communication to you.
 - c. The Statement will set forth the minimum amount you must pay each cycle ("Minimum Payment") and the date that it is due ("Payment Due Date"). We will print the formula we use to calculate the Minimum Payment on the Supplement.

- d. How to make payments. Make your payment by check, money order, or similar instrument in U.S. dollars. If you write a check, the check must be from a financial institution in the United States. Do not send us cash. You can mail your payment to the address shown on your Statement. Other options for how to make a payment may be available. Please call us at the Customer Service number provided on your Statement or refer to your Statement for instructions.

We won't treat credits made on your Account, including credits from merchants as payments, and such credits will not be applied towards reducing your Minimum Payment. We may not make credit available on your Account in the amount of your payment right away. You cannot use gift cards, gift certificates, electronic certificates or similar instruments purchased by you or anyone else to make a payment on your Account.

- e. How we credit payments. Mailed payments received by 5:00 p.m. Central Time on any business day will be credited to the Account as of 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, 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. The payment allocation method that we use may result in higher interest on the Account, depending on the types of transactions made and the timing and amount of payments.

You agree not to send us payments marked "paid in full," "without recourse," or with similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to the Customer Service address provided on the front of your Statement.

11. INTEREST.

- a. How We Calculate Interest. For Purchases and Balance Transfers, we take the total balance of all Purchases and Balance Transfers at the end of each statement cycle and divide it by number of days in the statement cycle. This gives us the average daily balance which is multiplied by the interest rate of your Account to calculate the interest due. For Cash Advances, we take the total of

the Cash Advance and multiply it by the interest rate of your Account, compounded daily beginning with the transaction date of your Cash Advance.

- b. **When Interest Begins.** You will have a grace period on Purchases and Balance Transfers. The Grace Period applies only if you had no balance left over from the past billing cycle. This could happen two ways. You could have had no New Balance (or a credit balance) on the Statement for the past cycle. Or, you could have paid the New Balance for the past cycle in full by the Payment Due Date. When the Grace Period does not apply, interest on Purchases begins on the transaction date. The Grace Period does not apply to Cash Advances. Interest on Cash Advances begins on the transaction date of your Cash Advance.
 - c. **Pay-In-Full Option.** If you have selected a "Pay-In-Full" option on your Account and if we receive payment in full in the amount of the New Balance appearing on your Statement on or before the Payment Due Date each month, we will waive interest charges, except that we will not waive interest charges on Cash Advances.
12. **RATES.** We will use one or more interest rates to determine how much interest is owed. The Supplement shows the interest rates that apply to the Account.
- a. **Purchase Rate.** The interest rate for Purchases ("Purchase Rate") will be the rate shown on the Supplement.
 - b. **Balance Transfer Rate.** The interest rate for Balance Transfers ("Balance Transfer Rate") will be the rate shown on the Supplement.
 - c. **Cash Advance Rate.** The interest rate for Cash Advances ("Cash Advance Rate") will be the rate shown on the Supplement.
 - d. **Variable Rates.** All rates applicable to the Account are variable.

The applicable rate for each billing cycle will be an index rate ("Index Rate") plus a percentage we select ("Margin"). Different Margins may apply to different transactions. For example, we may apply one Margin for Purchases ("Margin for Purchases"). We may apply a different Margin for Cash Advances ("Margin for Cash Advances"). We may apply a different Margin for Balance Transfers ("Margin for Balance Transfers"). We will print the Margins for the Account on the Supplement.

The Index Rate is the Prime Rate published in The Wall Street Journal®. If there is no published Prime Rate or it becomes unavailable for us to use, we will choose an alternate Index Rate.

Variable rates may change if the Index Rate changes. If any variable rate increases, the amount of interest and the Minimum Payment may increase. Any increase or decrease in the interest rate due to a change in the Prime Rate takes effect when the Index Rate changes. If a variable rate changes, the new rate will apply to new transactions and existing balances.

13. **OBTAINING CASH ADVANCES.** If the Account includes authorization to obtain Cash Advances, Cardholders may obtain Cash Advances by either presenting a Card at a participating bank or by using a Card at a compatible automated teller machine ("ATM"), provided it is used with the correct 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 as described on the Supplement and ATM Cash Advances also may be subject to fees established by ATM owners.
14. **FEES.** You agree to pay the following fees. Fees are subject to applicable law and will be posted to the Account. We may change or supplement these fees from time to time, and if we do, we will provide you with notice of any such change if required by law.
 - a. **Fees Shown on Supplement.** If a fee applies to the Account, we will print the amount of the fee on the Supplement.
 - i. A non-refundable Annual Fee will appear on your first billing Statement and annually thereafter unless otherwise disclosed;
 - ii. A Late Payment Fee will be assessed on the Account or on each individually billed Card if we do not receive at least the full Minimum Payment by the Payment Due Date;
 - iii. 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;
 - iv. A Cash Advance Fee for each Cash Advance;
 - v. A Foreign Transaction Fee for any transaction any Cardholder makes outside the United States (except Puerto Rico or the U.S. Virgin Islands);

- vi. An Over Limit Fee if the Account balance or balance on an individually billed Card ever exceeds the Credit Limit during a billing cycle; and
 - vii. A Balance Transfer Fee for each Balance Transfer; and
 - viii. A Rush Card Fee if you ask us to send a Card by expedited delivery; and
 - ix. A Pay By Phone Fee if a representative of ours helps expedite your payment.
- b. Fees Disclosed at Time of Request. We also may charge you other fees from time to time. If a fee applies to the Account, we will disclose the amount of the fee at the time the Cardholder requests the service. Some fees that may apply to your Account include:
- i. A Replacement Card Fee if you request a replacement Card;
 - ii. A Paper Statement Fee if you ask us to send Statements in both paper and electronic form;
 - iii. A Document Fee if you ask for additional copies of Statements, drafts and receipts;
15. CURRENCY CONVERSION. You can make transactions in currencies other than U.S. dollars. If you do, Visa will convert the amount of the transaction to U.S. dollars. Visa uses either (1) a rate Visa selects from the range of rates available in wholesale currency markets for the applicable central processing date, or (2) a rate set by a government for the applicable central processing date. The conversion rate may be different from the published rate in effect on the day that you made the transaction or that we posted the transaction to your Account.
16. AUTHORIZATION OF TRANSACTIONS. We are not responsible (a) if a merchant or financial institution does not honor any Card or (b) for goods or services purchased by using the Account, except to the extent required by applicable law. You are responsible for each Cardholder using the Card and the Account in accordance with the terms of this Agreement. 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. 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.
17. CARDS WITHOUT AN EMPLOYEE'S NAME. If you request that we issue a Card that will not bear an employee's name, such as a Card assigned to a department of the Company,

the following additional provisions shall apply: (a) the Card shall be embossed with the name of the department, as appropriate, and any person using the card from time to time shall be the "Cardholder" of the Card; (b) you acknowledge that the Card will not have a Cardholder's signature, and agree to be liable for all Purchases made with the Card, whether or not the Purchases were made by a duly authorized employee; (c) you acknowledge that such Cards entail the risk of merchant rejection as well as a greater risk of unauthorized use because the absence of an individual Cardholder name and specimen signature preclude customary verification that the user of the Card is an authorized Cardholder. You agree not to dispute or contest with or through us whether the use of any such Card or related account was authorized; (d) we will not issue a PIN in connection with the Card for the purpose of obtaining Cash Advances; and (e) notwithstanding anything to the contrary in Section 10, we will provide Statements for the Card.

18. 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 or any Cardholder who receives an individually billed statement fails to pay at least the Minimum Payment when due;
 - b. you fail to observe any covenant or duty contained in this Agreement;
 - c. you or any Guarantor becomes 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. we have any reason to believe that your Account is in danger of, or is being used for fraud or illegal activity;
 - g. anything happens that we believe in good faith materially increases the risk that you will not live up to your payment and other obligations under this Agreement;
 - h. the occurrence of default under any agreement securing the obligations hereunder, including, but not limited to, any Guaranty; upon termination of any Guaranty, whether

by revocation of the Guarantor or otherwise.; or the occurrence of any default under any other obligation that you or any Guarantor has to us.

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).

19. **TERMINATION OF ACCOUNT.** Your consent to this Agreement may be terminated at any time by calling us at the Customer Service number on your Statement or writing to us at the address on your Statement. Such termination will not affect your obligations as to any balances or charges outstanding at the time of termination. 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 with any of your other banking relationships with us. We may also close your Account if it becomes inactive.

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 must return to us any Cards issued to Authorized Users whose privileges have been terminated.

20. **CONSENT TO TELEPHONE CALLS AND MONITORING.** You authorize us (which includes, for the purposes of this paragraph, our agents and representatives) to contact you and any Authorized Representative on behalf of the Company using automatic telephone dialing systems, artificial or prerecorded voice message systems, email and text messaging systems in order to provide you with information regarding your Account, including information about missed payments, the suspected misuse of your Card, or general servicing items. You authorize us to make such contacts using any telephone numbers (including wireless, landline and Voice over Internet Protocol numbers) you have supplied or will supply to us in connection with your Account or any other account you may have or will establish with us. You understand that anyone with access to your telephone may listen to or read the messages we leave or send you, and you agree that we will

have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call or text message, you may incur a charge from the company that provides you with telecommunications, wireless and/or data services, and you agree that we will have no liability for such charges. You expressly authorize us to monitor and record your calls with us. You agree that you are the owner and/or primary user of any telephone number or email address you provide to us and that you will notify us if this is no longer true as to any such telephone number or email address.

21. **UNAUTHORIZED USE.** If you notice the loss or theft of any Card or a possible unauthorized use of any Card, call us immediately at the telephone number on your Statement. 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 person with the knowledge, authority or consent of the Authorized User, or you, is authorized use.
22. **SPECIAL PROGRAMS.** From time to time, we may offer special programs ("Special Programs"). A Special Program will have some terms that are different from the terms in this Agreement. We will tell you the terms when we make the offer. If you accept the offer, you agree to those terms. Except where the Special Program terms are different, the terms in this Agreement continue to apply to Special Program transactions. The terms in this Agreement also continue to apply to transactions that are not Special Program transactions. We may use your payments up to the required Minimum Payment to pay down Special Program balances before other balances on your Account. This may reduce the time that any Special Program applies to your Account. This also may increase the amount of interest you will owe on the other balances.
23. **CREDIT INVESTIGATION.** You authorize us to investigate your and any Guarantor's 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. You and any Guarantor shall provide us with your financial information as from time to time reasonably requested by us.
24. **GOVERNING LAW.** This Agreement and the Account are governed by federal law applicable to a Missouri state bank member of the Federal Reserve and, to the extent not

preempted by federal law, the laws of Missouri, without regard to its conflicts of law provisions. We have entered into this Agreement in Missouri.

25. **SECURITY INTEREST AND RIGHT OF SET OFF.** You grant us a security interest in and a right of set off against any of your monies, deposit accounts, securities and other property now or hereafter held or received by us as security for all amounts that you may owe to us. Your obligations hereunder are also secured by any other collateral or security interest that you have given to us.
26. **NO TRANSFER.** The Account, Cards, this Agreement, your obligations, and any 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.
27. **NO WAIVER BY US.** We may choose to delay enforcing or to waive any of our rights under this Agreement in certain situations. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.
28. **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.
29. **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.

VISA® is a registered trademark of Visa International Service Association.

Banking products and services are provided by Cass Commercial Bank and are subject to bank and credit approval.

Cass Commercial Bank, Member FDIC



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