

**NATIONAL BANK & TRUST**  
**MASTERCARD® CUSTOMER AGREEMENT**

Revised February 18, 2010

This Agreement covers your credit card account with us, National Bank & Trust, (“Issuer” or “us”). The person (“Account Holder” or “you”) whose name is embossed on the face of the MasterCard® credit card (“Card”) provided to Account Holder and issued by us and each Account Holder, by signing or using the Card, agrees with Issuer to the following terms:

1. **YOUR ACCOUNT.** If you applied for a joint account, each person who signed the application is an Account Holder and has the right to use the account up to the credit limit as described below. Each Account Holder is bound by these terms and each, individually, will be liable for all charges, even if only one of you uses the account. For joint accounts, each individual separately, and this Agreement as “you”.
2. **CASH ADVANCES.** These services are available through your Card account, up to the amount of your credit limit.
  - a. **CREDIT PURCHASES.** You can use your account to purchase goods and services wherever MasterCard® credit cards are accepted (referred to in this Agreement as “Credit Purchases”).
  - b. **CASH ADVANCES.** You can get a Cash Advance (referred to in this Agreement as a “Cash Advance”) from your account by presenting your Card at a financial institution that accepts MasterCard®. You may not obtain a Cash Advance if your account is delinquent, closed or the amount of the Cash Advance would cause your balance to go over your credit limit.
3. **YOUR PROMISE TO PAY; ATTORNEYS’ FEES.**
  - 3.1 You promise to pay us, when due, the total of all Purchases and Cash Advances you make on your account. You also promise to pay the total of any Credit Finance Charge due on your account.
  - 3.2 You may pay your current balance at any time.
  - 3.3 You agree to pay all amounts actually incurred by us as court costs and attorney’s fees set by a court in connection with the collection of amounts due by you under this Agreement.
4. **ADDITIONAL CARD HOLDERS OR OTHERS USING YOUR ACCOUNT.** The issuance of additional credit cards will be restricted to the Account Holder with the credit card embossed in the Account Holder’s name. We may or may not grant the Account Holder’s request for additional credit cards. You promise to pay all Credit Purchases and Cash Advances made by anyone you authorize to use your account, with or without a card, and whether or not you notify us that he or she will be using it. If another person has use of your account and you want to end that person’s privilege, you must recover and return that person’s credit card, if any. If you are unable to recover and return the card, you will continue to be liable for any charges made unless you tell us to cancel all cards and establish a new account for you, which will be done automatically if you notify us of unauthorized use under Paragraph 20 of this Agreement. We may request written verification from you regarding any change or cancellation to your account.
5. **FOREIGN EXCHANGE RATE AND INTERNATIONAL TRANSACTION FEE.** On all international purchases, credit vouchers, and cash disbursements (which would include Credit Purchases and Cash Advances), i.e. , all transactions where a merchant country offers from the country of the card issuer (1) the foreign exchange rate which will be charged will be a rate selected by MasterCard® from the range of rates available in wholesale currency markets for the applicable processing date (which may vary from the rate MasterCard® itself receives) or the government mandated rate in effect for the applicable central processing date and (2) in addition, one percent (1%) International Transaction Fee will be charged.
6. **YOUR CREDIT LIMIT.** Your credit limit is shown on each of your billing statements. You agree not to use your account in any way that will cause your balance to go over your limit. If you do, we may, at our option, close your account and/or exercise any of our other remedies under this Agreement or at law. You must pay the full amount of your balance which is over the credit limit. The fact that we do not ask you for that amount as part of the Minimum Periodic Payment shown on your billing statement does not relieve you or your obligation to pay immediately. We will not authorize any new Credit Purchases or Cash Advances if our records show that doing so will cause your balance to go over your limit. If we

do authorize any such Credit Purchases or Cash Advances, such authorization will not result in any waiver of our rights under this section. If we increase your credit limit, we will notify you.

7. **LAW GOVERNING THIS AGREEMENT.** THE VALIDITY, CONSTRUCTION, AND ENFORCEMENT OF THIS AGREEMENT AND ALL MATTERS ARISING OUT OF THE ISSUANCE AND USE OF THE CARD SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS including Texas finance code Chapter 346 AND, TO THE EXTENT APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING THE TRUTH IN LENDING ACT AND REGULATION Z OF THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM.
8. **LIMITATION ON LAWSUITS.** You agree that any lawsuit based on any cause of action which you may have against us must be filed within two years from the date that it arises or you will be barred from filing a lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which you and we may lawfully contract to set limitations for bringing suit.
9. **HONORING YOUR CARD.** We will not have any responsibility to you if anyone refuses to honor a Card issued on your account. Any refund, adjustment or credit allowed by a Seller shall not be by cash but rather by a credit advice to us which shall be shown as a credit on your account statement.
10. **SECURITY OF THIS ACCOUNT.** If you have other loans or credit extensions from us, or take out other loans or credit extensions with us in the future, collateral (except real estate collateral and your household goods) securing those loans or credit extensions may also secure your obligations under this Agreement. If you have executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by us to secure your obligations under this credit card plan, such accounts and/or funds are additional security for your obligations to us arising from the use of your Card.
11. **PAYMENT PERIOD.** You will receive monthly billing statements from us. The New Balance shown on your statement is the total of unpaid obligations which have been posted to your account as of the statement date. You can either pay the entire New Balance or you can pay in installments, but we must receive at least the Minimum Periodic Payment shown on your billing statement by the payment due date. The Minimum Periodic Payment is figured as follows:

<b><u>IF YOUR NEW BALANCE IS:</u></b>	<b><u>YOUR MINIMUM PERIODIC PAYMENT IS:</u></b>
\$20.00 or less	The amount of your New Balance.
Over \$20.00	5.00% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$20.00, whichever is greater.

12. **PAYMENT APPLICATIONS.** Payments made to your account will be applied in the following order; Finance Charges; Minimum payment-cash advances; Minimum payment-credit purchases; Balance-cash advances and Balance-credit purchases. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance on your account.
13. **IMMEDIATE REPAYMENT OF YOUR FULL BALANCE.** You will be in default, and we may, without notifying you, temporarily suspend your credit, close your account, cancel all credit cards issued on it and/or require immediate payment of your entire balance if any of the following occurs:
  - a. You fail to make a payment when it is due;
  - b. You do not follow the terms of this Agreement in any way;
  - c. You have made any false or misleading statement on the application for your account;
  - d. You fail to pay any other loan you owe us;
  - e. You become insolvent or die;
  - f. There is an attachment, garnishment, execution or levy against your property or you make an assignment for the benefit of creditors;
  - g. A bankruptcy petition is filed by or against you or your spouse;
  - h. A guardian, conservator, receiver, custodian or trustee is appointed for you;

- i. You are generally not paying your debts as they become due; or
  - j. There has been a material adverse change in your financial standing.
14. **REEVALUATION OF CREDIT.** We can reinvestigate and reevaluate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing.
15. **PERIODIC FINANCE CHARGE.** Your account will be subject to the Monthly Periodic FINANCE CHARGE Rate and corresponding Annual Percentage Rate applicable to National Bank & Trust accounts, set forth in the Initial Disclosure provided to you by us.

The Periodic Finance Charge on Cash Advances is calculated as follows:

**METHOD F:** A Finance Charge will be imposed on Cash Advances from the date or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue on the unpaid average daily balance of such Cash Advances until the date of payment if paid during the same billing cycle, or until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. If the New Balance shown in your monthly statement for the prior billing cycle is paid in full within 25 days from the closing date of that statement, no Finance Charges will be imposed during the current billing cycle for Cash Advances posted to your account during previous billing cycles.

The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding to the outstanding unpaid balance of Cash Advances at the beginning of the billing cycle any new Cash Advances posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid Finance Charges.

The Periodic Finance Charge on Credit Purchases is calculated as follows:

**METHOD G:** A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25 day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, by excluding any unpaid Finance Charges.

16. **IF YOU CHANGE YOUR NAME OR ADDRESS.** You agree to notify us in writing within twenty days if you change your name, your home or mailing address, or home or business telephone number.
17. **OUR RIGHTS TO CANCEL YOUR ACCOUNT.** We can cancel your account at any time, or reduce the amount of your credit limit, without notice to you, except in those situations where notice is required by law. If we cancel your account, you agree to cut in half all Cards issued on your account and return them to us. You will continue to be responsible for full payment of the balance on your account and all charges to your account, including those not yet received by us, as well as subsequent Finance Charges and other charges. Each Card is our property, and you agree that the Cards are not transferable and to surrender any Card upon demand.
18. **CHANGE IN TERMS OF YOUR ACCOUNT.** The terms of this agreement, including the rate, or index, formula, or provision of law used to compute the Annual Percentage Rate, are subject to revision as to current and future balances from time to time by notice from us to you. Notice of any amendment to the Agreement will be given by us to you as required by applicable state and federal law.

19. **IF YOUR CARD IS LOST OR STOLEN OR IF AN UNAUTHORIZED USE MAY OCCUR.** You agree to notify us immediately if your Card is ever lost or if an unauthorized use may have occurred. The telephone number to call is (813) 886-9726, and you agree to follow up your call with notice in writing to us at:

Credit Card Security Department  
P.O. Box 30035  
Tampa, Florida 33630

You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft of possible unauthorized use of your Card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

20. **LIABILITY FOR UNAUTHORIZED USE OF CREDIT CARD.** We may hold you liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.
21. **CREDIT INFORMATION.** You agree that we may release information to others, such as credit bureaus, regarding the status and history of your account. However, we are not obligated to release any such information to anyone unless we are required by law to do so.
22. **WAIVERS.** If, for any reason, we do not make use of any of our rights under this Agreement on a particular occasion, that will not limit our rights in the future in any way.
23. **OUR ADDRESS.** To send payment: Payments must be sent to the address listed on the front of the billing statement after the phrase "make check payable to".
- To inquire or send correspondence: Write us at the address indicated on the front of the billing statement after the phrase "send inquires to".
24. **IMPORTANT NOTICE TO OUR CUSTOMER WHO CONTACTS US BY PHONE.** You agree that we and our agents and service companies may, without the need to seek additional authorization from you, monitor and/or record any telephone communications with you to insure that inquiries from you are handled promptly, courteously, and accurately.
25. **NATIONAL BANK & TRUST MASTERCARD® RULES AND REGULATIONS.** The services being provided to you under this Agreement are made possible by our status as a licensee of MasterCard® U.S.A., Inc. You recognize our responsibility to comply with the current MasterCard® rules and regulations and changes to them in order to continue to provide these services.
26. **REGULATION Z INITIAL DISCLOSURES.** By using your Card, you acknowledge receipt from us of the Initial Disclosures required by Regulation Z of the Truth-In-Lending Act and that the terms contained in the Initial Disclosures apply to you and your use of the Card and are incorporated in full into this Agreement. The information about the terms and costs of the Card described in this Agreement is accurate as of the effective date. This information may have changed after that date. To find out what may have changed, call us or write to us.

Write to:                   National Bank & Trust  
                                  P.O. Box 310  
                                  La Grange, Texas 78945

Call at:                    (979) 968-3136

## DISCLOSURES REQUIRED BY FEDERAL LAW

### 1. PERIODIC FINANCE CHARGE CALCULATION METHOD.

#### 1.1 CASH ADVANCES.

The Finance Charge on Cash Advances is calculated in accordance with Method F which is described on the attached sheet of this document, for periodic Finance Charges.

#### 1.2 CREDIT PURCHASES.

The Finance Charge on Credit Purchases is calculated in accordance with Method G which is described on the attached sheet of this document, for periodic Finance Charges.

### 2. PERIODIC RATE; ANNUAL PERCENTAGE RATE; LATE-PAYMENT FEES; FOREIGN EXCHANGE RATE AND INTERNATIONAL TRANSACTION FEE.

#### 2.1 FIXED PERIODIC RATE.

##### CREDIT PURCHASES.

The Periodic Rate used to compute the FINANCE CHARGE for Credit Purchases is 1.1583% per month. The corresponding ANNUAL PERCENTAGE RATE is 13.90%.

##### CASH ADVANCES.

The Periodic Rate used to compute the FINANCE CHARGE for Cash Advance is 1.1583% per month. The corresponding ANNUAL PERCENTAGE RATE is 13.90%.

#### 2.2 LATE-PAYMENT FEES.

A late charge will be assessed not to exceed the lesser of \$15 or five percent (5%) of the payment due after the payment continues unpaid for 10 days or more after the date the payment is due, including Sundays and holidays.

#### 2.3 Foreign Exchange Rate and International Transaction Fee.

On all international purchases, credit vouchers, and cash disbursements (which would include Credit Purchases and Cash Advances), i.e., all transactions where a merchant country offers from the country of the card issuer (1) the foreign exchange rate which will be charged will be a rate selected by MasterCard/Visa® from the range of rates available in wholesale currency markets for the applicable processing date (which may vary from the rate MasterCard/Visa® itself receives) or the government mandated rate in effect for the applicable central processing date and (2) in addition, one percent (1%) International Transaction Fee will be charged.

### 3. MINIMUM PERIODIC PAYMENT.

You must make at least the minimum payment each month. The minimum payment required is the New Balance shown on your statement if the amount is equal to or less than \$20.00. If the New Balance exceeds \$20.00, the minimum payment is 5.00% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$20.00, whichever is greater.

### 4. SECURITY INTERESTS.

If you have other loans or credit extensions from Issuer, or take out other loans or credit extensions with Issuer in the future, collateral (except real estate collateral and your household goods) securing those loans or credit extensions may also secure your obligations under this Agreement. If you have executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by Issuer to secure your obligations under this credit card plan, such accounts and/or funds are additional security for your obligations to Issuer arising from the use of your Card.

### 5. BILLING ERRORS/CARDHOLDER'S RIGHTS.

See separate statement enclosed entitled "Your Billing Rights" for important information regarding your rights to dispute billing errors.

**NOTICE:** See separate statement enclosed for important information regarding your rights to dispute billing errors.

SEE SHEET ATTACHED TO THIS DOCUMENT FOR IMPORTANT INFORMATION.

## PERIODIC FINANCE CHARGE CALCULATION METHODS

The Periodic Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your Card is specified in Paragraph 1 of the Disclosures on the attached sheet and explained below:

**Method A – Average Daily Balance (including new purchases).** A Finance Charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment. A Finance Charge will be imposed on Credit Purchases from the date the Credit Purchase is posted to your account and will continue to accrue until the date of payment.

The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in that cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance of your account at the beginning of the billing cycle) any new Cash Advances received and any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account but excluding any unpaid Finance Charges.

**Method B – Average Daily Balance (including new purchases).** A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the billing cycle during which such transactions are posted to your account within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your monthly statement within that 25 day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the statement closing date (but not on Credit Purchases posted during the current billing period) and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by subtracting from the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges.

If Paragraph 1 on the attached sheet indicates that this Method E also applies to Cash Advances, a Finance Charge will be imposed on Cash Advances from the date of the Cash Advance or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will otherwise be calculated in the same manner as explained above for Credit Purchases.

**Method F – Average Daily Balance (including new purchases).** A Finance Charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue on the unpaid average daily balance of such Cash Advances until the date of payment if paid during the same billing cycle, or until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. If the New Balances shown on your monthly statement from the prior billing cycle is paid in full within 25 days from the closing date of that statement, no Finance Charge will be imposed during the current billing cycle for Cash Advances posted to your account during previous billing cycles.

The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding to the outstanding unpaid balance of Cash Advances at the beginning of the billing cycle any new Cash Advances posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid Finance Charges.

If Paragraph 1 on the attached sheet indicates that this Method F also applies to Credit Purchases a Finance Charge will be imposed on Credit Purchases from the date of posting to your account, and will otherwise be calculated in the same manner as explained above for Cash Advances.

**Method G – Average Daily Balance (including new purchases).** A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25 day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges.

If Paragraph 1 on the attached sheet indicates that this Method G also applies to Cash Advances, a Finance Charge will be imposed on Cash Advances from the date of the Cash Advance or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will otherwise be calculated in the same manner as explained above for Credit Purchases.

**NOTICE: See separate statement enclosed for important information regarding your rights to dispute billing errors.**

**SEE SHEET ATTACHED TO THIS DOCUMENT FOR IMPORTANT INFORMATION.**

## **YOUR BILLING RIGHTS**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### **Notify Us In Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than **60** days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In this letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

### **Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within **30** days, unless we have corrected the error by then. Within **90** days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first **\$50** of the questioned amount, even if your bill was correct.

## **SPECIAL RULES FOR CREDIT CARD PURCHASES**

If you have a problem with the quality of property of services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you have the right not to pay the remaining amount due on the property of services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state within **100** miles of your current mailing address; and
- (b) The purchase *price* must have been more than **\$50**.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property of services.