

BUSINESS VISA® CREDIT CARDHOLDER AGREEMENT ("Agreement")

This Agreement governs each Business Visa Credit Card(s) issued by us, upon your request, to you and/or the persons or employees designated by you for use in connection with your business. Any acceptance, signing or use of the Card(s) by you or any such designated person or employee will constitute your consent and agreement to all terms, conditions and provisions set forth below.

CARD AGREEMENT

In this Agreement, the words we, us and our, mean Synovus Bank, Columbus, Georgia and any agent through which an Account is established. We will issue Cards as directed by you from time to time, in your own name or in the names of persons or employees designated by you to receive them. For the purposes of this Agreement, all the Cards shall be deemed issued to and used by you, and you will be fully liable for all obligations incurred through use of the Cards except as otherwise provided herein. All extensions of credit on the Account will be primarily for a business, commercial or agricultural purpose.

DEFINITIONS

The following definitions apply to the terminology used in this Agreement and on your monthly statement.

Account – The Business Visa Credit Card account(s) approved by us for your use, which is subject to all terms and conditions of this Agreement.

Annual Percentage Rate – A measure of the cost of credit, expressed as a yearly rate.

ATM – Automated Teller Machine.

Authorized User – The person(s) authorized by a Cardholder to obtain credit under an Account, whether named in an application as an Authorized User or otherwise.

Average Daily Balance – A balance amount for a particular type of Account transaction, as calculated in accordance with the provisions of this Agreement.

Balance Transfer – A transaction in which, pursuant to your request, we issue a check on your behalf directly to another financial institution to transfer to your Account all or a portion of an outstanding balance you owe. Your use of a Convenience Check or your Card, or any Cash Advance obtained by such use, to pay all or a portion of such an outstanding balance is not a Balance Transfer for the purposes of this Agreement. A Balance Transfer is not a Cash Advance, although certain Overdraft Protection transactions (which are Cash Advances), if available on your Account, and certain Promotional Check transactions (which are Cash Advances), if we offer them and you use them, are included in your Average Daily Balance of Special Advances during the billing cycle in which they are posted to your Account (in the case of Overdraft Protection transactions) or while the promotional Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE (APR)** are applicable (in the case of Promotional Check transactions), and thereafter are included in your Average Daily Balance of Balance Transfers where they are subject to the same Regular or Default Monthly Periodic Rate and corresponding **APR** as we apply to Balance Transfers and, for these purposes only, are treated as "Balance Transfers".

Billing Cycle – The time interval covered by a monthly statement. Each Billing Cycle is approximately 30 days in length.

Card – Any Business Visa Credit Card(s) subject to this Agreement issued by us, or other single credit device being used from time to time upon presentation to obtain money, property, labor or services on credit. “Card” is implied when credit is obtained by using a Card number or Account number without using the Card itself, such as telephone orders, mail orders, Internet, etc.

Card Carrier – The mailed carrier that contains your Card.

Cardholder – You, or any person or employee to whom a Card is issued on your request, or who is entrusted by you with a Card issued to you in your own name.

Cash Advance – Credit extended to you in the form of a cash loan through any financial institution honoring the Card either. The Card may be presented directly or through any other credit instrument, check, device, overdraft coverage plan or ATM that we make available to you.

Closing Date – The date of the last day of a billing cycle.

Convenience Check or Check – Any check we make available to you for the purpose of drawing against your Account.

Credit Line – The maximum amount of credit available to you on your Account.

Finance Charge – A fee or charge representing the cost of borrowing on your Account.

Margin – The amount added to the Prime Rate in the calculation of a variable Monthly Periodic Rate. “Prime Rate” is defined below in this Agreement under “Regular Monthly Periodic Rates”.

New Balance – The total outstanding Account balance on the Closing Date specified in your monthly statement.

Overdraft Protection Transaction or Overdraft Advance – If applicable to your Account, a Special Advance we make to cover overdrafts on a designated deposit account maintained with us or with a financial institution that is our affiliate or subsidiary. Although they are Cash Advances, Overdraft Protection Transactions are included in a separate Average Daily Balance of Overdraft Advances, to which we apply the same Introductory or Regular Monthly Periodic Rate and corresponding Annual Percentage Rate as we apply to your Balance Transfers.

Previous Balance – The balance of your Account at the beginning of a Billing Cycle. This will be the same as the “New Balance” shown on your previous bill.

Promotional Check – Special Convenience Checks we may offer you from time to time to obtain Special Advances, at a special reduced monthly periodic rate and corresponding **ANNUAL PERCENTAGE (APR)** applicable for a period of time specified in the promotional check offer, or until your Account becomes delinquent, after which we will include them in your Average Daily Balance of Balance Transfers and apply the same Regular or Default Monthly Periodic Rate and corresponding **APR** as we apply to Balance Transfers.

Purchase – Any extension of credit to your Account for the purpose of purchasing or leasing goods or services from participating establishments.

Other Charges – Charges to your Account other than Finance Charges.

Periodic Rate – The percentage rate of Finance Charge imposed against a balance for a period. In this Agreement, a “Monthly” Periodic Rate is used.

Transaction Fee – A fee charged in connection with a Transaction.

Unauthorized Use – The use of a Card by a person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and from which the Cardholder received no benefit.

USING YOUR CREDIT CARD

Purchases, Cash Advances or Balance Transfers: You may use your Card or Convenience Checks to purchase or lease goods or services from participating establishments. You also may use your Card to obtain Cash Advances from your Account at an ATM, or by presenting the Card to us, or to any institution that accepts the Card for that purpose. To protect you, we restrict Cash Advances to \$1000 per ATM transaction and \$1500 per over-the-counter transaction. In addition, only three Cash Advance transactions may be made per day, and the total outstanding Cash Advance balance on your Account at any given time may not exceed 50% of your total Credit Line. You also may use your Card to obtain Balance Transfers.

We may limit the use of the Account at our discretion. Such limitations include, but are not limited to, Internet-related gambling transactions. Your Account/Card will be restricted from online betting activity, which includes, but is not limited to, lottery tickets, casino gambling chips, off-track betting and wagers at racetracks. You will owe us for these amounts, plus any applicable **FINANCE CHARGES** and other applicable charges or fees, payable in U.S. dollars

Your Credit Line: You may not use your Account in any way that would exceed your Credit Line. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Line. If your Account is delinquent, we may refuse to authorize or accept any transaction on your Account. We may temporarily agree to allow you to exceed your Credit Line; however, in that case you must repay the excess amount according to the terms of this Agreement. We may change your Credit Line at any time and will notify you accordingly.

Balance Transfer Checks: You agree that any check we issue on your behalf to another financial institution for the purpose of affecting a Balance Transfer at your request ("Balance Transfer Check") will not be returned to you. We are entitled to return a Balance Transfer Check unpaid if there is not enough available credit in your Account, if your Account is in default or if we have terminated your right to obtain further credit under your Account. If we honor the Balance Transfer Check under these circumstances, the amount in excess of your Credit Line will be due immediately. We may pay Balance Transfer Checks dated more than six months prior to the date they are presented for payment. We will not certify a Balance Transfer Check.

Convenience Checks: We may supply you with Convenience Checks that are subject to the following conditions. Payment of a Check will be treated as a Cash Advance on your Account. Your Check must be written in U.S. dollars. Only the person whose name appears on the Check may sign it. A Promotional Check used after the date specified in the promotional check offer as the date by which it must be used to obtain the special promotional offer, is not treated as a Promotional Check but instead is treated as a regular Convenience Check and a transaction resulting from its use as a regular Cash Advance. We are authorized to pay any Check drawn on your Account even if the signature does not correspond exactly to the signature on our records. You agree that Convenience Checks written on your Account will not be returned to you. We are entitled to return your Check unpaid if there is not enough available credit in your Account, if your Account is in default, or if we have terminated your right to obtain further credit under your Account has been terminated. If we honor the Check under these circumstances, the amount in excess of your Credit Line will be due immediately. You may not use a Convenience Check to make payments on your Account. We may pay Checks dated more than six months prior to the date they are presented for payment. You may not write a postdated Check, but we may pay a Check regardless of a post date. We will not certify a Convenience Check.

Authorized Users

You may designate Authorized Users of the Account and may request Cards for those Authorized Users. You may set a maximum amount of credit (in an amount less than the Credit Line) for an Authorized User; provided that the maximum amount of credit you set for each Authorized User may not, in the aggregate, exceed the Credit Line. In addition, the aggregate outstanding balance for the Account may not exceed the Credit Line, without regard to any maximum amount of credit established for each Authorized User. You are responsible for the use of the Account by any Authorized User. You may request to have an Authorized User removed from your Account and we will use reasonable efforts to do so upon your request. However, you are responsible for collecting and destroying any Cards that the Authorized User has in their possession. Your request to remove an Authorized User will not relieve you of responsibility for the charges the authorized user has made on your Account.

Authorized Users are permitted to use the card issued to them under the Account, make payments on the Account, report their Card as lost/stolen, confirm a fraudulent Transaction on their Card, and initiate a dispute on the Account for transactions posted on their Card. Additionally, each Authorized User may: obtain basic card Account information (including information such as Account balance for their Card, Payment Due Date, etc.). Under no circumstances will an Authorized User will not be permitted to: discuss your credit information; close or reopen the Account; obtain assistance in registering/accessing our website; or request the following: name changes; Credit Line changes; replacement Cards; the addition of Authorized Users; or removal of a cardholder (except that an Authorized User will be permitted to remove themselves as an Authorized User on the Account).

MAKING PAYMENTS

Monthly Statements; Annual Summary Statement: We will send a statement at the end of each monthly Billing Cycle if there is a debit or credit balance on your account of \$1 or more, a balance on which a **FINANCE CHARGE** has been imposed or as otherwise required by applicable law. You agree to pay us, or any party to whom we may transfer and assign your Account, in U.S. dollars according to all terms and conditions of this Agreement.

In addition to a monthly statement, you may be able to request an optional annual summary statement of your Account, which will be provided at the fees specified in this Agreement.

Minimum Payment: The Minimum Payment is the greater of (i) the dollar amount shown in the accompanying Summary of Terms, or (ii) the total, rounded up to the next dollar, of (A) the specified percentage shown in the accompanying Summary of Terms of your New Balance, plus (B) Transaction Fees (e.g. Transaction Fees imposed for Cash Advances (including any Promotional Check or Overdraft Protection Transactions), International Transactions, and where applicable, Balance Transfers), plus (C) any punitive fees (e.g. Late Payment Fees, Over limit Fees and Returned Check Fees). If your New Balance is less than the dollar amount shown in the accompanying Summary of Terms, the Minimum Payment is your entire New Balance. If you elect not to pay your New Balance in full, you must pay at least the Minimum Payment so that it is received by the "Payment Due Date" shown on your statement, which is at least 20 days after the Closing Date of the Billing Cycle. Your Minimum Payment will also include any past due amount and any amount by which the New Balance exceeds your Credit Line, whichever of these two is greater.

Application of Payments: We reserve the right to apply payments to your Account, in any manner we choose at our sole discretion, in accordance with applicable law.

Security Interest: If we now or in the future hold any title, pledge or security interest in any of your property other than a residence, it may be that the terms of the instrument creating such title, pledge or security interest will also secure your obligations on this Account.

Crediting of Payments: Payments received at any address other than the remittance address or at any Synovus bank may be subject to a delay in crediting of up to 5 days after the date of receipt. Payments made at any Synovus bank will be processed the next business day after the date of receipt.

HOW FINANCE CHARGES ARE DETERMINED

Your **FINANCE CHARGE** for any Billing Cycle will include the following components, the total of which constitutes your total **FINANCE CHARGE** for the Billing Cycle:

1. a Cash Advance Transaction Fee **FINANCE CHARGE**, imposed (i) on each Cash Advance transaction posted during a Billing Cycle, in an amount determined as provided in the accompanying Summary of Terms, and (ii) on each Promotional Check Transaction posted during a Billing Cycle, in an amount determined as provided in the accompanying Summary of Terms, unless a different amount is specified in the
2. disclosures accompanying the Promotional Check offer, and (iii) on each Overdraft Protection transaction (if applicable to your Account), in an amount determined as provided in the accompanying Summary of Terms; and periodic **FINANCE CHARGE** amounts computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under "Computing the Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATE (APR)**", to (i) your Average Daily Balance of Cash Advances (including new Cash Advances), and (ii) your Average Daily Balance of Purchases (including new Purchases), and (iii) your Average Daily Balance of Balance Transfers (including new Balance Transfers), and (iv) each Average Daily Balance of Special Advances (including new Special Advances), except that if the total of the amounts so computed is an amount less than \$1.00, then a Minimum **FINANCE CHARGE** of \$1.00 will be imposed instead of such smaller amounts and will be treated as a **FINANCE CHARGE** on Purchases or Cash Advances, and
3. a Balance Transfer Transaction Fee **FINANCE CHARGE** (if applicable to your account), imposed on each Balance Transfer posted during a Billing Cycle, in an amount determined as provided in the accompanying Summary of Terms.

FINANCE CHARGES, when calculated, will be rounded up to the next cent.

When FINANCE CHARGES Begin to Accrue

Subject to any grace period, **FINANCE CHARGES** on Purchases will be imposed at the applicable Monthly Periodic Rates from the date each Purchase is made and will continue to accrue on unpaid balances as long as they remain unpaid. You will have at least a 20-day grace period to repay the New Balance (if any) shown on your statement for any Billing Cycle to avoid incurring an additional **FINANCE CHARGE** on Purchases: No **FINANCE CHARGE** on Purchases will be imposed for any Billing Cycle in which the Previous Balance is zero or a credit balance, or is paid in full by the Payment Due Date shown on the statement for the previous Billing Cycle. Periodic **FINANCE CHARGES** on Cash Advances and on Balance Transfers and on Promotional Checks and on Overdraft Protection transactions will be imposed at the

applicable Monthly Periodic Rates from the date each Cash Advance or Balance Transfer or Promotional Check or Overdraft Protection transactions is made and will continue to accrue on unpaid balances as long as it remains unpaid. There is no time period within which to pay to avoid **FINANCE CHARGES** on Cash Advances or on Balance Transfers or on Promotional Checks or Overdraft Protection transactions.

Calculating the Balance Subject to FINANCE CHARGES:

Average Daily Balance of Cash Advances (including new Cash Advances): To calculate the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid **FINANCE CHARGES** on Cash Advances, (which balance may also include unpaid Transaction Fee **FINANCE CHARGES** of the kinds mentioned below and unpaid periodic **FINANCE CHARGES** thereon), add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee **FINANCE CHARGE** on any Cash Advances, Overdraft Protection transactions (if applicable to your Account) and Promotional Check transactions, and the Balance Transfer Transaction Fee **FINANCE CHARGE** (if applicable to your Account on any Balance Transfers), as of the date of posting of each Cash Advance, Overdraft Protection transaction or Promotional Check transaction, or Balance Transfer, and subtract the applicable portion of any payments as of the date of payment and credits as of the date of posting. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Average Daily Balance of Purchases (including new Purchases): The balance calculation method for Purchases is the Average Daily Balance (including new Purchases). To calculate the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid **FINANCE CHARGES** on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments as of the date of payment and credits as of the date of posting. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Balance Transfers (including new Balance Transfers):

To calculate the Average Daily Balance of Balance Transfers, we take the beginning Balance Transfer balance of your Account each day, including unpaid periodic **FINANCE CHARGES** on Balance Transfers (which balance may also include unpaid Overdraft Protection transaction balances, including unpaid periodic **FINANCE CHARGES** on Overdraft Protection transactions, and unpaid periodic **FINANCE CHARGES** on Promotional Check transactions, after the specified promotional period expires or terminates early when your account is delinquent during the promotional period) add any new Balance Transfers as of the date of transaction, and subtract the applicable portion of any payments as of the date of payment and credits as of the date of posting. This gives us the daily balance for Balance Transfers. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Balance Transfers.

Average Daily Balance of Special Advances (including new Special Advances).

Promotional Checks: If you use a Promotional Check, while the special reduced monthly periodic rate is in effect it will be applied to an Average Daily Balance of Special Advances (including new Special Advances), computed for your promotional check balances in the same

manner as the Average Daily Balance of Cash Advances (described above) except the Cash Advance Transaction Fee **FINANCE CHARGE** for Promotional Check transactions is included in your Average Daily Balance of Cash Advances rather than in your Average Daily Balance of Special Advances or your Average Daily Balance of Balance Transfers. When the special reduced monthly periodic rate is no longer in effect, we will include your Promotional Check balance in your Average Daily Balance of Balance Transfers.

New Overdraft Protection Transactions: Any new Overdraft Protection transactions (if applicable to your Account) will, during the Billing Cycle in which they are posted to your Account, be included from the date of the transaction in an Average Daily Balance of Special Advances (including new Special Advances), to which we will apply the same Introductory, Regular or Default Monthly Periodic Rate and corresponding **APR** as we apply to your Balance Transfers, and in subsequent Billing Cycles will be included in your Average Daily Balance of Balance Transfers. The Average Daily Balance of Special Advances will be computed for new Overdraft Protection transactions in the same manner as the Average Daily Balance of Cash Advances (described above) except that the Cash Advance Transaction Fee **FINANCE CHARGE** for Overdraft Protection Transactions is included in the Average Daily Balance of Cash Advances rather than in the Average Daily Balance of Special Advances or the Average Daily Balance of Balance Transfers.

Computing the Monthly Periodic Rates and corresponding ANNUAL PERCENTAGE RATE (APR): Special or Introductory Monthly Periodic Rates:

Any special or introductory Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE**, the type of average daily balances to which it applies if it does not apply to all your average daily balances, and the period for which it is applicable, are shown on the accompanying Summary of Terms or, in the case of Promotional Check or special offers we may make in the future, will be shown in the disclosures accompanying the special offer. However, if we fail to receive your Minimum Payment by the Payment Due Date in any Billing Cycle, then commencing on the first day of your next Billing Cycle any special or introductory Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATES** will be replaced by the applicable Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** determined as described below under “Regular Monthly Periodic Rates” and “Default Monthly Periodic Rate”, and any special or introductory period that would otherwise have remained in effect will be deemed to have terminated early. Except during periods and with respect to balances for which any special or introductory Monthly Periodic Rate is applicable, each Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Account will be determined as described below under “Regular Monthly Periodic Rates” and “Default Monthly Periodic Rate”.

Regular Monthly Periodic Rates: One or more Regular Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATES** apply to your Account, as shown in the accompanying Summary of Terms and Card Carrier. (For example, the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to Purchases and Balance Transfers may be different from the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to Cash Advances.) The rates apply to your Account as follows:

Purchases and Balance Transfers (including Promotional Check transactions for which the promotional period has expired or terminated early, and old Overdraft Protection transactions) and Special Advances (new Overdraft Protection Transactions): The

Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Average Daily Balance of Purchases and your Average Daily Balance of Balance Transfers (including Promotional Check transactions for which the promotional period has expired or terminated early, and old Overdraft Protection transactions) and each Average Daily Balance of Special Advances (consisting of new Overdraft Protection transactions) is either a fixed rate or a variable rate, as specified in the accompanying Summary of Terms or Card Carrier and unless otherwise specified in the accompanying Summary of Terms or Card Carrier, will be the same as each such Average Daily Balance. If a fixed rate, the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** are shown in the accompanying Summary of Terms. If a variable rate, the following applies: The Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Average Daily Balance of Purchases, your Average Daily Balance of Balance Transfers, and each Average Daily Balance of Special Advances may vary. The Regular Monthly Periodic Rate applied in any Billing Cycle to the Average Daily Balance of Purchases and to the Average Daily Balance of Balance Transfers and to each Average Daily Balance of Special Advances, will be equal to 1/12 of the total of (i) the "Prime Rate" (as defined below) and (ii) the applicable Margin as shown in the accompanying Summary of Terms. The "Prime Rate" will be the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* on either (A) the first day of the calendar month in which the Billing Cycle begins (or if not published on that day, on the date of its next publication following that date), or (B) the last day of the calendar month in which the Billing Cycle begins (or if not published on that day, on the date of its next publication following that date), whichever produces the higher Prime Rate. The current Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** under the above formula are shown on the accompanying Summary of Terms or Card Carrier. If the Prime Rate increases, the Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** under the above formula may increase. As a result, the FINANCE CHARGE, the Minimum Payment, and the number of payments may also increase. Any new Regular Monthly Periodic Rate will apply to your entire Average Daily Balance of Purchases and your entire Average Daily Balance of Balance Transfers and each entire Average Daily Balance of Special Advances, including both existing balances and new transactions, and determined as described above.

Cash Advances: The Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Average Daily Balance of Cash Advances is either a fixed rate or a variable rate, as specified in the accompanying Summary of Terms or Card Carrier. If a fixed rate, the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** are shown in the accompanying Summary of Terms.

If a variable rate, the following applies: The Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Average Daily Balance of Cash Advances may vary. The Regular Monthly Periodic Rate applied in any Billing Cycle to the Average Daily Balance of Cash Advances will be equal to 1/12 of the total of (i) the "Prime Rate" (as defined in the preceding paragraph), and (ii) the applicable Margin as shown in the accompanying Summary of Terms. The current Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** under the above formula are shown on the accompanying Summary of Terms or Card Carrier. If the Prime Rate increases, the Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** under the above formula may increase. As a result, the **FINANCE CHARGE**, the Minimum Payment, and the number of payments may also increase. Any new Regular Monthly Periodic Rate will apply to your entire Average Daily Balance of Cash Advances, including both existing balances and new transactions, and determined as described above.

OTHER CHARGES

In addition to **FINANCE CHARGES**, a variety of fees and charges may be applied to your Account, as follows:

Late Payment Fee: If we do not receive your Minimum Payment on or before the Payment Due Date, we will apply a Late Payment Fee based on the outstanding balance of your Account (as of the Closing Date of the Billing Cycle for which your payment is late), as follows: (i) for a balance less than or equal to \$100, a Late Payment Fee of \$15; (ii) for a balance of \$100.01 up to \$500, a Late Payment Fee of \$29; (iii) a balance greater than \$500, a Late Payment Fee of \$39.

Overlimit Fee: If your New Balance exceeds your Credit Line on the Closing Date of the Billing Cycle, we will apply an Overlimit Fee of \$29 to your Account.

Returned Check Fee: If any check, ACH transaction, or money order received in payment of your Account is returned to us unpaid for any reason, we will apply a Returned Check Fee of \$25 to your Account. If we return unpaid any Convenience Check (including any Promotional Check), or Balance Transfer Check we will apply a Returned Check Fee of \$25 to your Account.

Documentation Fee: You may request a copy of a statement previously sent to you for a Documentation Fee of \$5 per statement, which will be added to your Account. Copies of sales tickets or other items posted to your Account, and all other correspondence, may be obtained for a Documentation Fee of \$5 per sales ticket or other posted item, or item of correspondence, which will be added to your Account. Notwithstanding the foregoing, we will not impose any fee in connection with your good faith assertion of a billing error or other exercise of your Billing Rights (see below under "Your Billing Rights – Keep This Notice For Future Use").

Expedited Card Fee: If applicable to your Account, an Expedited Card Fee may apply to your Account for delivering a Credit Card to you via recognized overnight courier, such as Federal Express. The Expedited Card Fee is \$25.

Annual Summary Statements: If applicable to your Account, if you elect to receive an Annual Summary Statement, a \$15 fee may be charged to your Account.

International Transaction Fee: The Bank will charge a fee of 3% of the total amount for all international and cross U.S. borders transactions (including transactions made in U.S. Dollars), except the Synovus Business Travel Rewards credit card does not pay this fee.

Liability for Unauthorized Use of Your Card. You may be liable for the unauthorized use of any Card(s) issued to you or your employees. Except as otherwise provided below, the following limitation of liability will apply with respect to each separate Card issued:

You will not be liable for unauthorized use of the Card that occurs after you notify us orally or in writing, of the loss, theft or possible unauthorized use; and in any case, your liability will not exceed \$50; however, neither you nor we may impose any liability for unauthorized use (except unauthorized use by the employee himself or herself) on an employee to whom we issue a Card at your request but who has not himself or herself signed an application or otherwise explicitly requested us to issue him or her a Card. You may notify us at:

Card Services
Attn: Customer Support
P.O. Box 23061
Columbus, GA 31902-3061
Telephone Number: 1-888-SYNOVUS (796-6887)

The foregoing limitation will not apply if you are an organization and 10 or more Cards are issued by us for use by your employees. In this case, you will be and remain fully liable for any and all unauthorized use of any such Card, except where unauthorized use results from the loss or theft of such Card, where we have been notified of such loss or theft as provided above.

Notwithstanding any inapplicability of the limitation to your own liability for unauthorized use and without regard to the number of Cards issued, said limitation will apply nonetheless: (a) to liability that we or you may impose on an employee for unauthorized use of Card by someone other than himself or herself (but in no event to liability of an employee for his or her own unauthorized use), and (b) to the liability of any natural person or separate organization who had guaranteed or agreed with us to pay obligations arising from the issuance of Cards to you.

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. In your 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.

ADDITIONAL PROVISIONS

You also agree to all the following:

Ownership of Cards: Any Card or other credit instrument or device, which we supply on our request, is our property and must be returned to us or our agent immediately upon demand. If we ask, you will destroy the Card by cutting it in half, and will surrender it to us or our agent, mail it to us, or drop it off at any of our offices that we direct.

Liability: You as an Account Cardholder will be liable for all credit obtained under an Account, whether obtained by you or by an Authorized User of the Account.

Card Use by Others: If you or a Cardholder or an Authorized User authorize another person to use a Card to obtain credit on your Account and entrust a Card to him or her for that purpose, you agree that authorization shall continue in effect for as long as that person has the Card, that you will be liable for all charges to the Account arising from use of the Card by that person during that time, and, that no revocation of authorization by you will be effective or binding on us until you recover possession of the Card to our satisfaction.

Loss or Theft of Card: You will notify us immediately of the loss or theft, or the use without your permission of any Card or other credit instrument or device, which we supply you by calling 1-888-SYNOVUS (796-6887).

You further agree to confirm this notice in writing within two (2) days.

Addresses: You will advise us promptly of changes to your mailing address. We can accept address corrections received from the U.S. Postal Service. All written notices and statements by us to you will be sent to your address as it appears on our records. You should address letters and other notices to us at:

Card Services
Attn: Customer Support
P.O. Box 23061
Columbus, GA 31902-3061

Transactions: You must retain for statement verification your copy of each receipt (ticket/draft) resulting from each Purchase, Cash Advance and other transaction on your Account. We will provide you with photographic or other documentary evidence of each transaction upon your reasonable request (subject to Documentation Fee).

Credit Reports: You authorize us to make or have made any credit, employment and investigative inquiries, including obtaining consumer reports on you, as we deem appropriate in connection with your application for or the extension of credit on the Account, or the update, renewal or review of the Account, or the collection of amounts owing on the Account. Upon your request, we will inform you whether or not a consumer report was requested, and if one was requested, of the name and address of the consumer reporting agency that furnished the report.

We can furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information.

Irregular Payments: We can accept late payments or partial payments, or checks and money orders marked "payment in full" without losing any of our rights under this Agreement.

Default: You will be in default on this Agreement if we do not receive at least the Minimum Payment on or before the Payment Due Date, or you try to exceed or exceed your Credit Line without our permission, or you become subject to bankruptcy or insolvency proceedings, or attachment or garnishment proceedings are instituted against you or your property, or we reasonably deem ourselves insecure, or if you provide us with false information or signature, die or fail to comply with any provision of this Agreement. Acceptance of a payment or Late Payment Charge after a Payment Due Date or after you have exceeded your Credit Line does not waive the default. Default on any Account or other obligation that you have with us will constitute default on all Accounts with us. If you are in default, we may, at our option, declare the entire balance due immediately without notice or demand.

Default Charges: You must pay all costs, disbursements and reasonable attorneys' fees incurred by us in legal proceedings to collect and enforce the debt on this Account in the event of delinquency by you or in the event of a breach of any obligation by you under this Agreement.

Telephone Monitoring: From time to time, we may monitor telephone calls regarding your Account with us to assure the quality of our service. You acknowledge and agree to any such monitoring or recording of telephone calls.

Change of Terms

Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement. We will send notice of such a change to you then in the manner required by applicable law, at least 10 days prior to the effective date of the change, and you hereby consent to receipt of such notice electronically where electronic notice is permitted by applicable law. As of the effective date, the changed or new terms will apply to new Purchases, Cash Advances and Balance Transfers and also to the outstanding balance of your Account, subject to the limitations of applicable law.

Delay in Enforcement: We can delay enforcing our rights under this Agreement without losing them.

Arbitration of Disputes

Except as expressly provided below, any controversy that arises out of or is related to (a) this Agreement (including without limitation, any dispute over the validity of this Agreement to arbitrate disputes or of this entire Agreement), or (b) your Account, or (c) any relationship resulting from this Agreement, or (d) any insurance or other service related to your Account, or (e) any other agreement related to your Account or any such service, or (f) breach of this Agreement or any other such agreement, whether based on statute, contract, tort or any other legal theory, in which the aggregate amount in controversy for all claimants exceeds \$15,000 including interest and attorneys' fees (any "Claim") will be settled on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA"). Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute regarding whether a particular controversy is subject to arbitration will be decided by the arbitrator(s). If any part of the damages or other relief requested is not expressly stated as a dollar amount, the controversy will be a Claim that is subject to arbitration. You and we acknowledge and agree that the transactions contemplated by this Agreement, and any controversy that may arise under or relate to this Agreement, your Account, or the services or other agreements described above, involve "commerce" as that term is defined and used in the FAA. Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the ten years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement, and may award to the prevailing party all pre- and post-award expenses of arbitration. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. The filing of a demand for arbitration in accordance with the Arbitration Rules will be deemed the commencement of an action for purposes of any applicable statute of limitations. There will be no class Claims-Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us.

This Agreement does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights

or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. The Arbitration Rules permit you to request deferral or reduction of the administrative fees of arbitration if paying them would cause you a hardship. Any in-person arbitration hearing will be held in Columbus, Georgia, where our employees and records of your Account are located. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This Agreement to arbitrate disputes will survive the closing of your Account and the termination of your Agreement with us.

Please read this arbitration agreement carefully. It limits or waives certain of your rights. With respect to claims that you are agreeing to arbitrate pursuant to this Agreement, you are waiving your right to bring a court action and to have a jury trial. There will be no class claims in arbitration. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights you have in a court proceeding also may not be available in arbitration.

Transfer and Termination of Your Account: You may not transfer your Account to any other person. We may assign your Account to any other person at any time. Either you or we may terminate or suspend your credit privileges at any time. However, you will remain liable for all charges until they are paid in full.

Foreign Currency Conversion: You may make a Purchase or obtain a Cash Advance in a currency other than U.S. dollars. If you do, Visa will convert the transactions into U.S. dollars. The conversion rate between the transaction currency and the billing currency will be either (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate Visa uses may differ from any published rate in effect on the day that you made the transaction or it was posted to your Account. You agree to pay us the amount as converted into U.S. dollars according to Visa procedures.

Honoring Your Card: We are not liable for the failure or refusal of a merchant, ATM or other institution to honor your Card. Although you may have credit available, we will not be liable for the failure to authorize credit due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization by us before the transaction can be approved. In addition, we may limit the number and amount of transactions approved in one day for security reasons.

Servicing the Account: We will send all written notices and statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to advise us promptly if you change your mailing address and/or telephone number. You authorize us or any of our agents to contact you at any telephone numbers you provide on your credit application or that you provide to us thereafter, including a ported landline, cellular phone, mobile phone or similar device, regarding payments due, Account activity, Account information or for other purposes we deem necessary. You authorize those contacts to be made using an automated telephone dialing system and/or prerecorded

messages and/or text messages. You authorize us to send email to the addresses you provide us on your credit application or otherwise. You may be charged by your wireless provider for data, phone usage or minutes. You authorize us to leave a message with a person or on a voice mail, answering machine or answering service that answers the number(s) you have provided to us. You also authorize us to send U.S. postal mail to the addresses you provide to us on your credit application or otherwise. You also confirm that by providing the cell phone and/or email address of an Authorized User(s), you have received consent from the Authorized User(s) to provide this contact information, and they have consented to receive calls and/or text messages about authorized card transactions, and you agree to indemnify Synovus from any and all losses, damages and penalties arising out of claims or actions that such Authorized User did not consent. We can also contact other persons you have listed on your credit application or persons you have designated as authorized users, to find out information about you and how to contact you in the event we are unsuccessful in contacting you as described above. You also authorize us to send you emails to any email address you use or that is assigned to you, whether or not you have provided that email address to us.

Synovus Fraud Alerts Program

Synovus Fraud Alerts is provided through a different service. Visit www.synovus.com/fraudfaqs for more information on Synovus Fraud Alerts.

Text Fraud Alerts

Free messages from 74233. Message frequency depends on account activity. You may opt out at any time by texting **STOP** to **74233**. By sending STOP to 74233, you agree to one additional confirmation message stating that you've opted out and will no longer receive text messages from Synovus. Get additional support or help by calling 1-888-SYNOVUS (796-6887). Carriers are not responsible for any delayed or undelivered messages. Message may be delayed or not delivered due to factors outside the carrier's control. PARTICIPATING WIRELESS CARRIERS: AT&T, Metro PCS, Sprint, T-Mobile®, Verizon Wireless. Our Privacy Policy is located at www.synovus.com/privacy. Text fraud alerts are available only to customers who can receive text messages through one of the above-listed Participating Wireless Carriers.

Other Fraud Alerts

If you cannot receive text fraud alerts because you do not receive services through a Participating Wireless Carrier, or if you have opted out of receiving text fraud alerts, we may still send you fraud alerts to your email address on record with us or by calling you at the telephone number on record with us. If you want to opt out of email or telephone alerts you may call us at 1-888-SYNOVUS (796-6887).

Authorized User Fraud Alerts

We will provide text fraud alerts to your Authorized Users when you obtain their consent for such alerts and provide their consent and mobile phone number to us. By providing us an Authorized User's consent and mobile phone number, you represent and warrant to us that the employee voluntarily consented to receiving Synovus Fraud Alerts, and you indemnify Synovus from any and all losses, damages and penalties arising out of claims or actions that such employee did not consent.

Severability: In the event that any provision of this Agreement is invalid or unenforceable, or determined to be invalid or unenforceable by a court of competent jurisdiction, under any applicable law, including the Military Lending Act, the remaining provisions will remain in effect.

Entire Agreement; Interpretation: This Agreement constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

Governing Law: This Agreement and your Account, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to your Account, this Agreement or any transferred balances, are governed by and construed in accordance with applicable federal law and the laws of the state of Georgia. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Georgia. We make decisions about granting credit to you from, extend credit to you under this Agreement from, and accept your payments in, Georgia.

The card issuer:
Synovus Bank
1111 Bay Avenue
Columbus, Georgia 31902