



tri counties bank

Service With Solutions®

**COMMERCIAL PURCHASING
CARDHOLDER AGREEMENT
AND DISCLOSURE**

This Commercial Purchasing Card Agreement and Disclosure and the following documents (collectively, "Cardholder Documents") govern the possession and use of a Visa Purchasing Credit Card ("a Card") issued by Tri Counties Bank ("Bank"):

- The card carrier or mailer ("Card Carrier") we send with the Card; and
- The cardholder agreement signed or otherwise submitted to request the Account; and
- The application or solicitation ("Application") signed or otherwise submitted to request the Account.

The Card Carrier, Application, and this Commercial Purchasing Card Agreement and Disclosure are collectively referred to as this "Agreement." This Agreement also includes any changes we may make to this Agreement from time to time. The account that underlies the Card or Cards is referred to as the "Account." "Card" includes virtual and physical Cards and the Account number that can be used to access the Account.

1. KEY TERMS, PARTIES AND ADDRESSES

In this Agreement, except as otherwise provided below, "you" and "your" refer to: (i) the business identified in the "Business Information" section of the Application ("Company"); (ii) any individual on the Application who agrees to be liable with the Company; and (iii) sole proprietors of Company. "Authorized User" means any other person to whom we have issued a Card at your request. "Cardholder" means you and any Authorized User.

"We," "us," "our," "Bank," and "Tri Counties Bank" means Tri Counties Bank, Customer Service, P.O. Box 909, Chico, CA 95927, and/or any agent or service provider acting on our behalf, or any person or entity to which we sell or give the Account.

"Guarantor" means any person who has guaranteed payment of any obligations under this Agreement or the Account.

For purposes of this Agreement, our business days are Monday through Friday, Saturdays, Sundays, and federal holidays are not included.

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

2. CONTACT INFORMATION; CHANGE OF NAME OR ADDRESS

For purposes of this Agreement, you agree that you may be contacted at the Company's address, phone or email address shown on the Application or that you designate for the receipt of Statements from time to time following the procedures we establish. You agree to notify us promptly if the Company changes its organizational name, tax identification number, mailing address, primary contact's phone number or email address. You agree to notify us promptly if a Cardholder changes their name, mailing address, email address, social security number, or primary phone number. Until we are notified we will continue to send Statements and other notices to the last address shown on our records and they will be deemed effectively delivered for all purposes. If your mailing address appears to no longer be valid (e.g., mail is returned undelivered), we may, but are not obligated to, suspend mailing your Statements, notices, and other communications until a valid address is received from you, notices, and other communications until a valid address is received from you.

3. AGREEMENT

This Agreement becomes effective on the earlier of (1) 15 days after the Bank sends the Card, or (2) the first use of the Card or Account. In addition, any use of the credit associated with the Account constitutes acceptance of the terms of this Agreement. If the Company or an Authorized User does not wish to be bound by this Agreement, they must not use (or authorize anyone else to use) the Card or Account and must cancel the Account and return all Cards to us within 15 days after receiving the Card.

4. COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Effective upon the opening of the Account, and continuing until termination of this Agreement and satisfaction of all obligations of Company hereunder, whichever occurs last, Company covenants, represents, and warrants the following to us:

- **Legal Status:** Company, whether it is a corporation, partnership, limited liability company, sole proprietorship, or other type of business entity or organization, is in good standing and duly qualified to do business in each jurisdiction where it conducts its business and has the full power and authority to carry out its business as presently conducted.
- **Authority to Enter into Card Agreement:** Company has full power and authority to enter into and perform all obligations under this Agreement, and Company has been duly authorized to do so by all necessary organizational action.
- **Authority of Representative Signing Cardholder Documents:** 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 ("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.

- **No Conflict with Other Documents:** Company's entering into and performing all obligations under this Agreement are not inconsistent with any of Company's governing documents, and do not and will not contravene any provision of or constitute a default under any indenture, mortgage, contract, or other instrument to which Company is a party or by which Company is bound.
- **Accurate Information:** All information that Company has provided and will provide at any time in the future is and will be accurate, and the Company's Chief Financial Officer or Operating Officer (or other person with equivalent knowledge and responsibility regardless of that person's title) will certify the accuracy of such information on request.
- **Further Assistance:** At the Bank's request, Company shall deliver, in a form acceptable to the Bank, any legal documents, financial statements or information. Company shall also promptly notify Bank of any significant change in its business or other development (for example, an Internal Revenue Service investigation) that has or may have a material adverse effect on Company's business.
- **Specially-Designated Nationals (SDN) Screening:** Bank complies with applicable anti-money laundering laws, including screening customer names against SDN lists administered by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Company assumes the responsibility of requesting Cards only for persons that it has verified are not identified on the OFAC SDN list, and Company shall hold us harmless in the event we issue Cards Company requested to any such identified person.

5. THE CARD

- **Signature Panel.** When or if the back of the Card contains a signature panel which must be signed before the Card may be used.
- **Card is Bank's Property.** The Card is the property of Bank and must be returned to Bank if Bank so requests. Also, Bank can, at any time and without cause and without notice, revoke the right to use the Card, if a merchant or a financial institution asks for the surrender of the Card, it must be surrendered immediately.
- **Expiration.** The Card and Account will not be valid after the expiration date printed on the Card or associated with the Card and it must not be used after that date.
- **Renewal and Replacement Cards.** Bank may at its option issue renewal or replacement Cards, without an additional request from Company, until Bank revokes the right to use the Card or until the Account is closed.

6. ACCOUNT FOR COMMERCIAL PURPOSES ONLY

The Account will be opened in the name of the Company. The Account is established only for 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. This means that certain important duties imposed upon creditors and certain important rights conferred upon consumers that apply only to consumer credit pursuant to federal or state laws will not apply to the Account or the Cards. You also understand that we have no responsibility to determine whether any transaction or series of transactions complies with this Section 6. You agree that a breach by any Cardholder of the provisions of this Section 6 will not affect our right, subject to applicable law, to (i) enforce your promise to pay for all amounts owed under this Agreement, regardless of the purpose for which any particular transaction is 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.

7. AVAILABLE TRANSACTIONS

Subject to the terms of this Agreement, you may access credit in the form of Purchases by using the Cards, to purchase, rent or lease goods or services from a merchant that honors Visa cards by presenting the Card or the card number to the merchant and, if requested, by providing the proper identifying information and signing or otherwise authenticating the appropriate drafts.

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

8. RESTRICTED TRANSACTIONS

Without limiting the foregoing, you are not allowed to use your Account for:

- **Internet Gambling:** Any gambling businesses in connection with the participation by others in unlawful Internet gambling. We have elected to not offer accounts to organizations that offer or sponsor Internet gambling. Commercial accounts receiving or processing Internet gambling transactions are subject to closure; or

- Manufactured Spending
- Marijuana plants or products of any type
- To make payments to this Card or any other loan payments to us or our affiliates
- To conduct transactions in any country or territory, or with any individual or entity, that is subject to governmental economic sanctions
- Unless permitted by applicable Visa rules or applicable law, no Card may be distributed, transferred, or in any way provided to residents of India. Nothing in this Section 8, however, shall be construed as a restriction on the issuance, distribution, transfer, or use of the Card based on any person's national origin or any other prohibited basis
- For personal, family or household purposes
- For any other purpose or transaction we reasonably deem to be unlawful or unduly risky.

We may block any such transactions. Notwithstanding the foregoing, Company will remain fully obligated to pay any indebtedness incurred in contravention of the foregoing limitations.

9. ALLOWED USE

We have no responsibility to make sure you only use your Account for lawful purposes, and you will remain responsible to pay for any transactions whether legal or not. We will not be liable if you engage in an illegal transaction. You agree to:

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

10. AUTHORIZATION OF TRANSACTIONS

We are not responsible:

- If a merchant or financial institution does not honor any Card, or
- For any problem you have with any goods or services purchased with the Card, except to the extent required by applicable law.

Depending on circumstances we may:

- Decline a transaction if there is not enough available Credit and for any other reason; and/or
- Require your authorization before allowing a transaction.

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

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

Although there may be Credit available on the Account, we may be unable to authorize Credit for a particular transaction because of operational difficulties errors or delays in processing. We reserve the right to limit the dollar amount or number of transactions we will authorize per day or both. From time to time the number or dollar amount of allowable authorizations per day may vary. Neither we nor our agents will be responsible if authorization for a particular transaction is not given. If any Cardholder exceeds the applicable Credit Limit, or if the Account is past due, authorization for transactions on the entire Account may be declined.

11. CREDIT LIMITS

Company's Credit Limit will be assigned by the Bank. The Bank or the account owner can assign to each cardholder, an individual cardholders Credit Limit.. All Credit Limits are together called "Limits." Subject to our right to change Limits at any time, the Credit Limit will appear on the monthly Statement. The Card or Account shall not be used in any way that would cause a Cardholder's Outstanding Balance to exceed (or remain in excess of) that Cardholder's Credit Limit or which would cause Company's Credit Limit to be exceeded. Company may request a change in a Cardholder's Credit Limit by writing to the address shown on the monthly Statement or by calling 1-800-922-8742.

When we first send your Card, we will tell you the total Credit Limit on your Account.

We may change the Limits from time to time. Whenever this occurs, we will notify you, usually after the fact:

- On your billing Statement; or

- By sending a notice. You agree to:
 - o Keep your Account balance (which includes interest charges, fees, and other charges) within your Credit Limit; and
 - o Immediately pay any over-limit amount that might occur.

Your available Credit may not reflect your payment for up to 14 days. If a transaction exceeds your available Credit, we may decline it. Notwithstanding the Limits, you are liable for all transactions made on the Account by any Cardholder, even if they exceed the Credit Limit, it does not mean the Credit Limit has been waived or increased.

12. CROSS-BORDER TRANSACTIONS

If you make a transaction in a country other than the United States, regardless of currency type, (including online Purchases from non-U.S. based merchants), the U.S. dollar amount of each transaction will be converted by Visa into a U.S. dollar amount in accordance with Visa's operating regulations or conversion procedures in effect at the time the transaction is processed. Under current procedures, the foreign currency conversion rate is either a wholesale market rate or a government mandated rate in effect one day prior to the date the transaction is processed by Visa. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction's posting date or the posting date. There is a Foreign Transaction Fee for each such transaction which will be applied in U.S. dollars, and will post to your Account as a fee. See Section 25 below.

13. AUTHORIZATION FOR RECURRING TRANSACTIONS

If you authorize any merchant to bill charges on a recurring basis to your Account, we may, from time to time, provide the merchant with information about your:

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

You must notify the merchant when and if you no longer want to allow them to charge your Account. If you default on your Account or if we change your Account or Card number for any reason:

- We may refuse or suspend future recurring charges; and
- You must set up the recurring charges again and/or make other payment arrangements with the merchant.

14. PERIODIC STATEMENTS

We will send Statements for each Billing Cycle in which the Account has a debit or credit balance or transaction activity. The Statement will show the total amount owed on each Authorized User's Card as of the end of the Billing Cycle, including any interest charges, fees, and the Minimum Payment Due date. Most Accounts will receive monthly Statements. If you elect to receive your Statement electronically, we are not obligated to mail you a paper Statement. The Minimum Payment Due date will be at least 25 days from the statement closing date.

15. PROMISE TO PAY

You promise to pay us, in lawful money of the United States of America (U.S. Dollars), all Purchases, Balance Transfers, fees, charges, interest, and all other debts, obligations and liabilities of every kind and description, arising out use of the Card or Account, plus any collection costs, including court costs and reasonable attorneys' fees. Company agrees and acknowledges that individual Cardholders have no obligation to make payment for charges incurred on a Card and that the sole responsibility for same lies with Company. For sole proprietors approved for joint Credit, each of you is jointly and severally liable for payment of the Account. For individuals who have agreed to be jointly and severally liable with the Company, both you and the Company are jointly and severally liable for payment of the Account. In addition, you consent and agree to the terms of this Agreement, and to the terms contained on the Cards, any sales drafts, credit adjustment memos or Cash Advance drafts signed or authorized by or given to any Cardholder. Where there is a conflict, the provisions of this Agreement govern your obligations, notwithstanding any additional or different terms contained in any other documents evidencing a transaction. Provisions on your liability for unauthorized use of the Cards appear in Section 40 of this Agreement.

16. PAYMENT DUE

Each Billing Cycle, you agree to pay the new balance described in your periodic statement in full each month. The new balance includes the amount of all, fees, interest as well as all purchase transactions during the monthly billing cycle. The payment amount that is due each month will be the full amount of the new balance. A failure to pay the new balance by

the payment due date will trigger Late Fees and will be considered an event of default under this agreement.

If your Account's outstanding balance exceeds the Company's Credit Limit before the last day of the monthly billing cycle, we reserve the right to demand payment mid-period, no more than on a weekly basis for the full amount due.

17. WHEN AND HOW TO PAY

Payments must be:

- Made in U.S. dollars;
- Paid from a U.S. bank or other U.S. financial institution; and
- Sent in a form that is acceptable to us.
- Acceptable forms of payment include:
 - o A check or money order;
 - o Online payment;
 - o Payment by phone; or
 - o An electronic funds transfer.
 - o Do not mail cash payments.

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

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

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

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

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

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

You must authorize the amount and timing of each payment and it is your responsibility to retain records of such authorizations if you have a returned payment:

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

18. WHEN YOUR PAYMENT WILL BE CREDITED TO YOUR ACCOUNT

Please include the payment coupon from the bottom of the statement with your check. Payments made at a Bank branch on a business day during normal business hours will be posted on that day. Otherwise, we will post the payment on the next business day. If a payment is made at any location other than the address on the Statement or a Bank branch we may delay crediting that payment. Delayed crediting may cause you to become delinquent, incur a Late Payment Fee or both. 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.

Special Conditions. If you write any special conditions on your payment, such as "paid in full," "without recourse," or similar language, we may accept a payment marked with such conditions without agreeing to those conditions, and will not lose any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, **must be mailed or delivered to Tri Counties Bank at Tri Counties Bank, PO Box 909, Chico, CA 95927.**

19. HOW WE APPLY PAYMENTS

All payments will be applied first to any balances that are over the credit limit, past due amounts owed, unpaid interest owed, fees and charges, and then to the balance with the highest interest rate then successively to each lower interest rate

until payment is exhausted.

20. ANNUAL PERCENTAGE RATE (APR)

We will use one or more annual percentage rates ("APR") to determine interest owed on delinquent amounts. Your Card Carrier will show the annual percentage rates (APRs) that apply to the Account at the time of account opening. We will apply each APR to the applicable balance that is delinquent, no matter the transaction or fee. Finance Charges are assessed on delinquent accounts.

Interest is assessed on a daily basis. The Average Daily Balance is multiplied by the daily periodic rate. The daily periodic rate is determined by taking the APR and dividing by 365 (366 in leap years).

All rates applicable to the Account are variable but no APR will exceed the maximum rate permitted by applicable law. The applicable rate for each Billing Cycle will be equal to an index rate ("Index") plus a percentage we select ("Margin"). The Index is the U.S. Prime Rate published in The Wall Street Journal on the last business day of the month. When the Prime Rate changes, the new Index rate will be applied on the first day of the next Statement cycle. Your variable APRs may change with each monthly Billing Cycle. We will apply each APR to the applicable balance for each type of transaction.

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

- Interest Due
- Minimum Payment Due

The increased variable rates will apply to:

- New transactions
- Existing balances

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

21. HOW DAILY BALANCE IS DETERMINED

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

22. GRACE PERIOD

Your Account has a Grace Period on Purchases. A periodic interest charge on delinquent amounts due will be assessed if the total New Balance listed on the previous billing statement was not paid in full by the payment due date; otherwise, a periodic interest charge will be assessed on the delinquent balance from the date of the payment was due until your balance is paid in full. However, no Finance Charges will be charged on new Purchases for any Billing Cycle when you have paid your entire Full Balance in the previous month on time and you pay your entire current month's balance on time as well.

23. MINIMUM INTEREST CHARGE

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

24. PROMOTIONAL OR INTRODUCTORY APR

If you are offered a Promotion or introductory APR, we will inform you of the eligible transaction types, and any other special terms of the offer.

25. FEES

Any fees or interest will be added to your Purchase balance unless otherwise stated in this Agreement. You agree to pay the following fees. Fees are subject to applicable law. Fee amounts appear on your Card Carrier.

- If a fee applies to the Account, we will print the amount of the fee as indicated below.
 - o **Annual Account Fee:** If your Account has an Annual Account Fee, generally it will be billed at account opening and every twelve (12) months thereafter.

- o **Late Payment Fee:** If the Minimum Payment Due shown on your monthly Statement is not made pursuant to the requirements of Sections 16 and 17 of this Agreement, on or before the Payment Due Date, we will charge a Late Payment Fee.
- o **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, we will assess a returned payment fee.
- o **Overlimit Fee:** If, at the end of a Billing Cycle, your Outstanding Balance exceeds your authorized Credit Limit, you will be charged an overlimit fee. This fee is added to and included in the New Balance for the Billing Cycle during which the Account is over the Credit Limit.
- o **Foreign Transaction Fee:** Each cross-border transaction will be assessed a fee based on the U.S. dollar amount of the transaction. Regardless of the currency used for the original transaction.
- Fees Disclosed at Time of Request. We also may charge the following fees. If a fee applies to the Account, we will disclose the amount of the fee at the time the Cardholder requests the service.
 - o **Card Rush Delivery Fee:** We may charge a fee if you request “expedited delivery” of a Card that requires an outside delivery service provider. We may also charge a fee if you request to personally obtain an “emergency Card” that requires special card production. This fee is charged to your Account as a purchase item.
 - o **Statement Copy Fee:** If you request additional copies of Statements, drafts and receipts we charge a fee per item requested. This fee is charged to your Account as a purchase item.
 - o **Statement Research Fee:** If you request our help researching statements we charge a fee for each hour of our research time. This fee is charged to your Account as a purchase item.
 - o **Card Replacement After 2nd Occurrence Fee:** If you request a replacement card more than two (2) times in any previous twelve (12) month period. This fee is charged to your Account as a purchase item.

26. OBTAINING CASH ADVANCES

This Account does not permit cash advances.

27. CARD ACTIVATION

When you receive a new or a replacement Card, follow the activation instructions that accompany or are included with the Card. Once your Card has been activated, it can be used immediately.

28. VISA ACCOUNT UPDATER SERVICE

If you give your Card number to a merchant with authorization to bill it for recurring or future payments, and your Card number or expiration date changes, you should notify the merchant with your new Card information. We subscribe to the Visa Account Updater Service (VAU Service) and we provide updated Card information to the VAU Service. If your merchant participates in the VAU Service, that merchant may receive the updated Card information. If your Card is closed for any reason your Card information will not be provided to the VAU Service. Because not all merchants subscribe to the VAU service, it is ultimately your responsibility to notify each merchant of your new Card information to ensure the service from the merchant and your payments continue uninterrupted.

29. VIRTUAL WALLETS

(ALSO KNOWN AS DIGITAL WALLETS AND ELECTRONIC WALLETS)

A “wallet” refers to an electronic device that allows an individual to make electronic payment transactions. This can include purchasing items with a computer or using a mobile phone to purchase something at a physical or online store. You may register your Card with compatible programs that allow Card transactions through a “Virtual Wallet” by following the instructions of the Virtual Wallet provider. Once registered, the Virtual Wallet allows you to store virtual representations of credit and debit cards on your supported mobile device or computer to make payments at select merchants utilizing the merchant’s terminal, in-app or other digital commerce payments. The Virtual Wallet may not be accepted at all the places or merchants where your Card is currently accepted.

We do not charge you any additional fees for adding your Card to a Virtual Wallet or using a Virtual Wallet to pay for a transaction using your Card. Third parties such as wireless companies or data service providers may charge you fees for enrolling in and using a Virtual Wallet and you are responsible for any such wireless carrier data or usage fees incurred.

You are responsible for keeping your Virtual Wallet login and credentials private and secure. After enrolling in a Virtual Wallet,

you should secure your mobile device with the same care you would your Card, cash, checks and other personal identification numbers and passwords in order to avoid unauthorized use of your Account(s). If you share your credentials with any other person, they may be able to use your mobile device or computer and get access to your personal and payment information available through the Virtual Wallet service. You should call us and your Virtual Wallet provider immediately if you believe your mobile device or credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without your authorization.

We are not the provider of the Virtual Wallet and we are not responsible for providing the Virtual Wallet service to you. Use of a Virtual Wallet involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. You should consider whether there is risk of loss or other problems that may result from wireless transmission or loss of the mobile device. Check with the Virtual Wallet provider and your wireless carrier for information about their privacy and security practices.

We have no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated with the Virtual Wallet, including, but not limited to, the security, accuracy, legality, appropriateness, content, what information is collected or accessed, performance or non-performance of the Virtual Wallet, nor the actions of the Virtual Wallet provider or any other third party regarding any agreement you enter into with the Virtual Wallet provider or associated third party relationships that may impact your use of the Virtual Wallet. It is your responsibility to read and understand the terms and conditions of the Virtual Wallet before enrolling in, creating, activating or using your Card in a Virtual Wallet.

30. USER’S LIABILITY

You are solely responsible for the use, maintenance, administration, and security of the Cards or other information necessary to access the Account or to use any Card issued on the Account, including, but not limited to, distributing Cards to, and collecting Cards from, your employees and agents. All transactions in which a valid/unlocked Card number was used in conjunction with a valid/active identification number will be considered to be authorized transactions in which you are fully responsible for payment.

Notwithstanding any other provision in this Agreement, you shall be responsible for any loss or misuse of Cards by your employees and agents or others who obtain possession or use of cards issued to you.

31. CLOSING THE ACCOUNT

Company may close the Account at any time by notifying Bank in writing. We can suspend or close your Account at any time for any reason. We will not tell you first unless applicable law requires us to do so. One of the reasons may be your Default under this Agreement. We also may close your Account if there is a material change in your depository relationship with us. You agree to notify us of any cancellation of an Authorized User’s charging privileges. When the Account is closed (whether by Company or by Bank), the right to use the Card and to make charges to the Account will be automatically revoked.

32. DEFAULT

Subject to any applicable law, upon the occurrence of any one or more of the following events (each a “Default”), Company’s full outstanding balance of the Account shall, at our option, become immediately due and payable, and we may close the Account:

- You fail to pay at least the Minimum Payment Due as required under this Agreement on or before the Payment Due Date;
- Any of Company’s representations and warranties prove to be false or incorrect in any material respect when made or at any time during the term of this Agreement;
- You fail to observe any other covenant or duty contained in this Agreement;
- Company suspends the normal operation of its business;
- A Cardholder or Authorized User exceeds or tries to exceed the Credit Limit without our permission;
- A payment you make is rejected or cannot be processed, even if it is processed later;
- We reasonably believe that Company’s or any Guarantor’s ability to pay us is materially impaired;
- You or any Guarantor provide or have provided any information to us that is false in any material respect;
- Company becomes insolvent or generally unable to pay its debts, or you take any action or permit any event to occur that materially impairs your ability to pay when due; you become subject to bankruptcy or insolvency proceedings; or an attachment or garnishment proceeding are instituted against you or your property;
- Company defaults under any other obligations that Company owes to Bank or its affiliates;
- You or any Guarantor dies, ceases to exist, is legally declared incompetent or incapacitated, changes residency to another

state or is subject to a material change in the majority ownership or control;

- The occurrence of a Default under any agreement securing the obligations hereunder, including, but not limited to, any personal guaranty; or
- The termination or revocation of any personal guaranty.

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).

33. SECURITY INTEREST AND SET OFF

Company grants Bank a Uniform Commercial Code security interest in any deposits or accounts Company maintains with Bank or any Bank Affiliate to secure any current or future indebtedness to Bank or any Bank Affiliate, whether under this Agreement or any other indebtedness to Bank or any Bank Affiliate.

To the extent not prohibited by applicable law, Bank has the right to set off against any account of Company held by Bank any amounts owing to Bank under the Agreement or any other agreement with Bank. Bank may exercise its right of setoff without demand upon or notice to Client and such setoff will be considered to have been exercised immediately upon any Default without any action by Bank.

34. LOST OR STOLEN CARD

You agree to notify us immediately if: your Card is lost or stolen, or your Account is used without your permission. The fastest way to notify us is by calling us at 1-800-922-8742. The phone number also is listed on your billing Statement and on the back of your Card. You also can notify us at Tri Counties Bank Credit Card Services, Tri Counties Bank Credit Card Services - Dispute Management PO Box 31535, Tampa, FL , 33631-3535.

35. CREDIT INVESTIGATION

You authorize us to investigate your credit standing before we open the Account or issue Cards and at any time thereafter for any purpose related to reviewing, servicing or updating the Account, including without limitation for purposes of collecting amounts owed under this Agreement. You understand and agree that this investigation may include our obtaining credit reports from third party reporting agencies.

Company hereby authorizes Bank to make whatever credit inquiries or investigations about Company that Bank deems appropriate and to disclose to others credit information about the Account and Company's performance under this Agreement. Bank may ask credit bureaus for reports of Company's credit history. We may act through our agents, who may act in our name or their own names.

36. FINANCIAL AND OTHER INFORMATION

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

37. COMMUNICATIONS

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

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

Our contacts with you about your Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number. We may do these things whether we

contact you or you contact us. If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us. You consent to and authorize Tri Counties Bank, and any customer service and collection unaffiliated partners, to monitor and record any of your telephone conversations with our representatives or the representative of any of our customer service and collection unaffiliated partners.

38. BILLING DISPUTES

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

Tri Counties Bank
Credit Card Services - Dispute Management
PO Box 31535, Tampa, FL , 33631-3535

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

39. CHANGE IN TERMS

We may change this Agreement from time to time to the fullest extent allowed by applicable law. This may include changing, adding, or removing terms. We may do this in response to legal, business, competitive environment or other reasons not listed here. We may increase the interest rate on existing balances and future balances. Changes to some terms may require notice, which may be sent to Company as provided in Section 2 above. Without limiting the foregoing, you agree that if you use your Card after the effective date of the change, this will constitute your agreement with the change.

40. LIABILITY FOR UNAUTHORIZED USE

If you notice the loss or theft of any Card or a possible "unauthorized use" (as defined below) of any Card, you must call us immediately at 1-800-922-8742 or write to us at Tri Counties Bank Credit Card Services, PO Box 31535, Tampa, FL , 33631-3535. You will not be liable for any unauthorized use after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us.

"Unauthorized use" means the use of a credit card by a person, other than a Cardholder, who does not have actual, implied, or apparent authority for such use, and from which you received no benefit. Cardholders that are either consumers or businesses may be covered by the liability limits provided under Regulation Z. Customer's representatives shall access the Account only as required to administer Customer's Card program and for no other purpose. Customer is responsible for all purchases and transactions made using Cards. If Customer or any of Customer's employees or agents gives a Card to any other person to use or otherwise authorize any person to use the Account, Customer will be responsible for all charges that such person makes on the Account, even if Customer did not anticipate or specifically approve the charges. Customer must notify Tri Counties Bank in writing if Customer wishes to revoke any permission Customer gave to another person to use the Account. Tri Counties Bank then will take commercially reasonable efforts to comply with Customer's instructions to revoke that authority, which may include replacing the Card or Cards or changing the Account.

41. DISCLOSURES OF INFORMATION

You acknowledge and consent to the release of personal data about Cardholders by Bank to Visa U.S.A., its Members, or their respective contractors for the purpose of providing emergency cash and emergency card replacement services.

42. ACCOUNT ASSIGNMENT

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

43. GOVERNING LAW

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

44. VENUE

Any dispute or other legal action concerning this Agreement or litigation proceedings shall be conducted in Butte County, California.

45. WAIVERS

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

46. 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.

47. HEADINGS

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

48. ARBITRATION PROVISION (Agreement to Arbitrate)

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

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

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

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

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

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

IMPORTANT LIMITATIONS IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE

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

ARBITRATION and COSTS Any arbitration hearing that you attend will take place in the federal judicial district where you live. If you cannot afford to pay the fees charged by the Administrator and the arbitrator or if you believe that such fees are too high, we will consider any reasonable written request by you for us to pay the fees. We will pay any fees or expenses we are required to pay by law.

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

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

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

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

CONTACTING ARBITRATION ADMINISTRATORS If you have a question about the arbitration companies who may serve as Administrator, would like to obtain a copy of their arbitration rules or fee schedules, or would like a Claim form, you can contact them as follows: American Arbitration Association, 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, request the Arbitration Rules for the Resolution of Consumer-Related Disputes (for Claims under \$10,000) or Commercial Arbitration Rules (for all other Claims); JAMS, 620 Eighth Ave, NY Times Building, 34th Floor, New York, NY 10018, www.jamsadr.com, request the Financial Services Arbitration Rules and Procedures.

OPT OUT You may choose to opt out of and not be subject to this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within forty-five (45) calendar days of the date of this Agreement at the following address: Tri Counties Bank Credit Card Services, PO Box

3610, Chico, CA 95927. Your written notice must include your name, address, social security number, and account number, and a statement that you wish to opt out of this Arbitration Provision. Your notice to opt out will only apply to this particular Agreement with us and not to subsequent or previous agreements. If you opt out we may elect to close your Account. If you opt out, you agree that any future claims made will be litigated in the County of Butte, California.

49. STATE LAW NOTICES

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

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

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

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

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

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

50. ENTIRE AGREEMENT

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

DEFINITIONS

Balance Transfer – A transaction on the Account whereby available Credit is used to make a payment on an account elsewhere, effectively resulting in a transference of all or a portion of the other account balance to your Account balance with us, subject to a specified APR and Balance Transfer Fee.

Bank Affiliate – A person or organization officially attached to or owned by Bank.

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

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

Credit – The Credit extension you receive under this Agreement.

Daily Periodic Rate – The Daily Periodic Rate is calculated from the applicable APR. The Daily Periodic Rate is equal to the applicable APR divided by 365 (or 366 in a leap year). We use the Daily Periodic Rate to calculate the Interest Charge as described in this Agreement.

Good Standing - The Account is not over limit, closed, more than 60 days past due, or otherwise in default.

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

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

Outstanding Balance – The outstanding balance of purchases, cash advances, interest (if applicable), fees and other charges associated with the Account.

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

Promotional Balance – The portion of the outstanding balance on the Account that is subject to a Promotional or Introductory APR.

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

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

We would like to hear from you.

Speak with a Banker 1-800-922-8742
(Hablamos Español)

24-Hour Automated Telephone Banking

Call Toll Free 1-844-TCB-24HR
(1-844-822-2447)

Branches throughout Northern and Central California.

Visit [TriCountiesBank.com/locations](https://www.tricountiesbank.com/locations) to find locations near you.



Service With Solutions®

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