

## Bank of Hope Business Cashback Visa Agreement and Disclosure Statement

This Agreement applies to the Bank of Hope Business Cashback Visa Credit Card Account established for the Business by Bank of Hope. Any Card issued under this Agreement remains our property and must be returned to us or to anyone we designate, upon request. Retaining, signing or using, or permitting others to use the Card or Account is the same as signing this Agreement, and means the Business agrees to be bound by the terms of this Agreement.

**Definitions** In addition to other terms that may be defined in this Agreement, the following terms when used in this Agreement have the following definitions:

- **"Account"** means the open-end revolving credit account established pursuant to the Application and this Agreement to which charges are posted based on use of a Card, information from a Card or any other means by which the Account may be accessed in the future.
- **"Agreement"** means this Credit Card Agreement, which includes the Account Opening Disclosures and other information provided on the Card Mailer, as well as the Application.
- **"APR"** means the Annual Percentage Rate corresponding to the periodic rate described in the "Interest Charges" section below.
- **"Application"** means the application for credit the Business signed or otherwise submitted to request us to extend credit to the Business under the Account.
- **"Authorized Cardholder"** means each employee or officer of the Business to whom a Card is issued and any other person that the Business or a cardholding employee or officer allows to use a Card or the Account.
- **"Business"** means each individual and/or entity that applied for or otherwise agreed to be responsible for the Account.
- **"Card"** means each Visa credit card issued to the Business or, at the Business' request, to an Authorized Cardholder by us for use with the Account.
- **"Card Mailer"** means the folder sent with each Card.
- **"Cash Advance Limit"** means that portion of the Credit Limit that is available to be used for Cash Advances.
- **"Credit Limit"** means the total dollar amount of credit available to the Business under the terms of this Agreement.
- **"We", "us"** and **"our"** refer to Bank of Hope; 3200 Wilshire Blvd., Suite 1400; Los Angeles, CA 90010.

**Business Purpose** The Account is to be used solely for business purposes. The Business agrees to instruct each Authorized Cardholder

not to use the Account for any personal, family or household purpose. The Business also agrees that its obligations under this Agreement shall not be affected or limited if the Account is used for any non-business purpose.

**Authorized Cardholders** We may issue Cards to Authorized Cardholders at the request of the Business. The Cards will be sent to the address of the Business in our records unless otherwise requested by the Business. The Business is solely responsible for safeguarding the Cards following receipt and for distributing the Cards to the Authorized Cardholders. The Business acknowledges that the Cards are for the Authorized Cardholders only. Unless the Business notifies us otherwise in writing, the Business authorizes and directs us to issue renewal or replacement Cards to Authorized Cardholders on or before the expiration of each Card. The Business acknowledges and agrees that Cards are not assignable or transferable, by operation of law or otherwise. The Account will include a sub-account for each Authorized Cardholder (a **"Cardholder Account"**). The name of the Authorized Cardholder and Cardholder Account number (the **"Cardholder Account Number"**) will be imprinted on the Card issued with respect to each Cardholder Account, along with the Business' name. Unless the context requires otherwise, any reference in this Agreement to the Account includes a reference to any applicable Cardholder Account.

**Using the Account** The Account and, except as otherwise limited by the Business, any Cardholder Account may be used as follows: (1) **"Purchases"**: to purchase or lease goods and services from any merchant who honors the Card; (2) **"Cash Advances"**: to obtain cash or cash equivalents (a) from us or from any financial institution that honors the Card, (b) from an automatic teller machine that accepts the Card, (c) by purchasing items that may be traded right away for cash, including, but not limited to, money orders, travelers checks, lottery tickets, casino chips, vouchers redeemable for cash, or racetrack wagers, and (d) by making tax or other payments; and (3) **"Balance Transfers"**: to request us to transfer to the Account a balance that the Business owes to another creditor and, if we approve the Business' request, we will pay the other creditor directly. We are not responsible for any person or entity refusing to accept the Card for Purchases or Cash Advances. We may limit the number or dollar amount of Purchases, Cash Advances and/or Balance Transfers that may be made or obtained with a Card or the Account. Neither we nor our agents will be responsible or have any liability for refusing to authorize any transaction, even if the Business has credit available.

**Promise to Pay** The Business promises to pay us for all Purchases, Cash Advances, Balance Transfers and any other charges on the Account and each Cardholder Account, whether made by the Business, an Authorized Cardholder or, to the full extent permitted by applicable law, by anyone else who uses the Account. The Business also agrees

to pay any and all Interest Charges, fees and all other amounts owed under this Agreement. If more than one individual or entity applied or agreed to be responsible for the Account, each of you is individually responsible for all amounts owed under this Agreement. Any authorized representative of the Business may give us any notice under this Agreement. If authorized representatives give us different notices or make different requests, we may choose which one to honor. We will not be liable to the Business or anyone else because we choose to honor a request or notice from any authorized representative of the Business.

**Illegal Transactions** The Business agrees that neither the Account nor any Cardholder Account may be used for any transaction that is illegal in the jurisdiction where the transaction is consummated or in any other jurisdiction affected by the transaction. The Business agrees that it is the responsibility of the Business and each Authorized Cardholder to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. Display of the Visa or any other logo by any person accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. The Business also agrees that no Authorized Cardholder will use a Card in connection with any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to decline any transaction that we believe is an illegal, Internet or online gambling transaction or a high-risk transaction, but the Business acknowledges and agrees that we have no obligation to monitor, to review or to evaluate the legality of the Business' Card transactions. To the fullest extent permitted by law, the Business agrees to pay for any Card transaction by an Authorized Cardholder, even if that transaction is determined to be illegal.

**Refunds and Adjustments** The Business agrees that, for any refund, adjustment, or credit allowed by any seller or other person or entity, the Business will not accept cash, but only a credit to the Account, which will appear on the monthly billing statement.

**Monthly Billing Statements** We will send the Business a billing statement at the end of each monthly billing cycle. Among other information, each statement will show all Purchases, Cash Advances, Balance Transfers, Interest Charges, fees and any other debits or credits to the Account during that billing cycle, along with the unpaid balance at the end of that billing cycle (the **"New Balance"**), the minimum amount of the next payment (the **"Minimum Payment Due"**), and when the next payment is due (the **"Payment Due Date"**). The Business must review each billing statement as soon as it receives it, and notify us of any questions or errors within sixty (60) days of receiving the statement. If the Business does not notify us at the address provided on the statement within this time period, the Business waives any rights it may have to any questioned amount to the fullest extent permitted by law. The Business' notice must include the following information: the names of the Business and any Authorized Cardholder involved in the questioned

transaction; the account number for the Account and any Card involved in that transaction; the dollar amount of any questioned transaction or suspected error; the reference number on the statement for any questioned transaction; and a brief description of any questioned transaction or suspected error.

**Minimum Payment Due** If the New Balance shown on the statement for any billing cycle is less than \$30, the Minimum Payment Due for that cycle will equal the New Balance. If the New Balance for any billing cycle equals or exceeds \$30, the Minimum Payment Due for that cycle will be: (1) the greatest of: (A) Three percent (3%) of the New Balance, (B) \$30, or (C) the sum of any unpaid Interest Charges, any unpaid fees, and 1% of the New Balance; **plus** (2) any unpaid Minimum Payments Due from earlier billing cycles and any amount of the New Balance that exceeds the Credit Limit or Cash Advance Limit for the Account. We round the payment amount to the nearest dollar. Payments must be made in U.S. dollars drawn on a U.S. Bank. The Business may pay more than the Minimum Payment Due at any time. The Business will not owe us any additional charge for early payment. If the Business pays more than the Minimum Payment Due in one billing cycle, the Business still has to pay the full Minimum Payment Due in the next cycles. The Business cannot increase its available credit by paying more than the unpaid balance on the Account.

**Payments on the Account** Each payment required under this Agreement must be made on or before the Payment Due Date shown on the monthly billing statement. The Business must pay us in U.S. dollars, by mailing a check or money order, along with the payment stub from billing statement, to the address shown on that statement. Do not send cash. If the Business does not follow these instructions, we might not credit the payment for up to five (5) business days after we get it. All payments on the Account received by 5:00 P.M. Central Time are considered to have been made on the date received at that address. To the fullest allowed by law, we may accept payments marked "payment in full" (or words of similar intent) without losing any of our rights to collect the full balance due under the Account and this Agreement. We will apply the Business' payments to the unpaid balance of the Account in the order and manner we decide, unless restricted by an applicable law.

**Disputed Payments** If the Business disputes any amount we say it owes under this Agreement, the Business must write to us at Bank of Hope, Credit Card Services, P.O. Box 2087, Omaha, Nebraska 68103-2087. If the Business pays us with a check marked with "payment in full" or similar words, the Business must send it to this address. Subject to any restrictions of applicable law: (1) the words "payment in full" or similar words will have no effect; and (2) we can take disputed payments without giving up any of our rights.

**Payment Holidays** At our option we may permit the Business from time to time to skip making the Minimum Payment Due for a specified billing cycle (referred to as a **"Payment Holiday"**). Even if the Business accepts such a Payment Holiday, we will continue to assess Interest Charges on the unpaid balances of the Account. Any payment holiday we permit will not affect the terms of this Agreement.

**Credit Limit; Cash Advance Limit** The Business agrees not to use or permit others to use the Card or Account if such use would cause either (i) the balance of the Account to exceed the Credit Limit we set from time to time or (ii) the balance of the outstanding Cash Advances to exceed the Cash Advance Limit. The initial Credit Limit and Cash Advance Limit for the Account are shown on the Card Mailer and will also be disclosed on each monthly billing statement for the Account. We may, at our option, extend credit under the Account which exceeds the Credit Limit or the Cash Advance Limit. If we do, the Business agrees to immediately pay the excess which we advanced to the Business over either of the applicable limits. We are not obligated to allow any Purchase, Cash Advance or Balance Transfer which would cause the Account balance or Cash Advance Balance to exceed the Credit Limit or Cash Advance Limit, as applicable, and if we do, we are not obligated to do so at a later time. We may increase or decrease the Credit Limit and/or Cash Advance Limit at any time, subject to any restrictions of applicable law. We may terminate the Business' ability to obtain additional credit under this Agreement if the Business exceeds the Credit Limit or the Cash Advance Limit.

**Interest Charges** Each billing cycle, we will charge interest to the Business on the average daily balance for each type of transaction on the Account (**"Interest Charges"**). By type of transaction, we mean Purchases, Cash Advances, Balance Transfers and any transactions subject to a special offer APR. To compute the Interest Charges owed on the Account for each billing cycle, we first calculate the average daily balance for each type of transaction. Next, we multiply the average daily balance for that type of transaction by the applicable interest rate. After computing the Interest Charge for each type of transaction, we add together these Interest Charges to determine the total Interest Charges on the Account for the billing cycle. If the Business is charged interest for any billing cycle, the Interest Charge will be no less than \$1.

**Average Daily Balances Used to Compute Interest** The Interest Charges for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 365 or 366 (leap year) and applying to the "average daily balance". To get the average daily balance for Cash Advances, we take the beginning balance of your account each day, add new cash advances, and subtract any payment, credits, non-accruing fees, and unpaid Interest Charges. To get the average daily balance for Purchases (including Balance Transfers), we take the beginning balance of your account each day, subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. We do not add in any new

purchase and balance transfer amounts. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. If any daily balance is less than zero, we treat it as zero.

**Interest Rates** We calculate how much interest the Business owes each billing cycle by applying a Daily Periodic Rate (a "DPR") to the average daily balance for Purchases, Cash Advances, Balance Transfers and any transactions subject to a special offer APR. We get each DPR by dividing the APR for that transaction type by 365 or 366 (leap year) and applying to the "average daily balance". The interest rates that apply to the Account are shown on the Card Mailer and each billing statement. Except for any introductory or other special offer APR, each APR is a variable rate equal to the Prime Rate plus any margin shown on the Card Mailer or in the special offer. The "**Prime Rate**" is the U.S. Prime Rate published in The Wall Street Journal (WSJ) on the 10th calendar day of the month, however, if the 10th of a month falls on a day the WSJ does not publish, we will identify the U.S. Prime Rate published on the last publishing day preceding the 10th day of the month (such day of each month used to identify the U.S. Prime Rate is referred to as the "Rate Identification Date"). An increase or decrease in the Prime Rate on a Rate Identification Date will cause a corresponding increase or decrease in the variable APRs on the first day following the billing cycle that begins the month after that Rate Identification Date. If the APRs increase, the amount of interest owed and the Minimum Payment Due may increase.

**Grace Period/Paying Interest** Your Payment Due Date will be at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases and Balance Transfers if you pay your entire New Balance by the Payment Due Date each month. No Interest Charge will be imposed on new Purchases and Balance Transfers posted to your Account during a billing cycle if the outstanding New Balance for the preceding billing cycle had been paid in full and credited by the "Payment Due Date" for that billing cycle. For any billing cycle in which the Account has an outstanding New Balance which was not paid and credited by the "Payment Due Date" for the preceding billing cycle, we will begin charging interest on all Purchases and Balance Transfers on the Posting Date. Cash Advances do not have a grace period and interest will accrue beginning on the Transaction Date.

**Special Offers** We may make a special offer to the Business. For example, we may offer a reduced interest rate. Such offers may apply to all transactions or balances on the Account, or only to some transactions or balances. We will tell the Business what terms of the special offer differ from the terms of this Agreement. Except as we tell the Business in a special offer, the rest of this Agreement will still apply to the Account.

**Fees** The Business agrees to pay the following fees, as applicable:

**Transaction Fees:**

- **Cash Advance Fee.** A fee of \$5 or four percent (4%) of the amount of each Cash Advance (whichever is greater). This fee is in addition to the Interest Charge which will accrue on the Cash Advance.
- **Balance Transfer Fee.** A fee of \$5 or three percent (3%) of the amount of each Balance Transfer (whichever is greater). This fee is in addition to the Interest Charge which will accrue on the Balance Transfer.

**Penalty Fees:**

- **Late Fee.** A fee up to \$27 for the first late payment and up to \$37 for each additional late payment within the following six months will be charged to your account if we do not receive at least the Minimum Payment Due by the Payment Due Date (or the next business day if your Payment Due Date falls on a Saturday, Sunday or holiday). For any late payment, this fee will be never more than the full amount of the Minimum Payment Due (as shown on your billing statement) that was due immediately before the fee is assessed, rounded down to the nearest penny.
- **Returned Payment Fee.** A fee will be charged if a check or similar instrument or any debit for payment on the Account is returned unpaid for any reason. The amount of this fee will be up to \$37 or the full amount of the Minimum Payment Due that was due immediately before the payment was returned, rounded down to the nearest penny, whichever is less.

**Other Fees:**

- **Expedited Delivery Fee.** Except as provided below, a fee of \$30 will be charged if the Business requests and we agree to arrange for expedited delivery of any Card to the Business (for example, by an overnight delivery service).

**Transactions Made in Foreign Currencies** If a transaction is made in a foreign currency, the company processing that transaction will convert the transaction into a U.S. dollar amount, and we will charge the Account for the converted amount. The currency exchange will be done by a method and at a rate determined by the company that processes the transaction. The exchange rate in effect on the processing date may be different from the exchange rate in effect on the transaction date or the posting date. If the Business makes a return or gets a refund, the same procedures apply. The amount of any return or refund credit may be different from the amount of the original transaction because the exchange rate may change from day to day.

**Cardholder Accounts** If the Business at any time wishes either to have a new Card issued, or to cancel, increase, reduce, or otherwise change any limit or other requirement on any outstanding Card, an

authorized representative of the Business shall notify us in writing of the requested action and the requested date of such action, which request shall constitute an amendment to the application for the Account. Upon the cancellation of any Card or the termination of any Cardholder Account, the Business promptly will notify the Authorized Cardholder and will use its best efforts to obtain the canceled Card and destroy the Card. Upon cancellation of a Card (other than a lost or stolen Card about which the Bank has received notice) or termination of any Cardholder Account (including termination resulting from the Authorized Cardholder's termination of employment for which the Business provided notice to us), the Business shall remain liable for all outstanding balances incurred by the use of the Card prior to such cancellation or termination, including all outstanding balances for transactions that may be posted to the Cardholder Account by a merchant after cancellation or termination, as well as all fees or other charges of any type with respect to that Cardholder Account. Upon our reduction of or change in any limit or other requirement on any outstanding Card, the Business promptly shall notify the Authorized Cardholder. Notwithstanding any such notice, the Business shall remain liable for all amounts incurred by the use of the Card.

**Termination** We may reduce the Credit Limit or terminate the Business' ability to receive additional credit under this Agreement at any time without notice, unless restricted by applicable law. The Business may terminate its ability to receive additional credit under this Agreement by giving us notice of termination and returning to us or destroying all Cards. Termination by the Business will be effective after we have received its written notice and had a reasonable opportunity to act on it. If the Business' ability to receive additional credit under this Agreement is terminated, either by the Business or by us, this Agreement is not terminated. The Business' obligations and our rights under this Agreement shall remain effective until all amounts due under this Agreement have been paid in full. If the Business is not in default at the time of termination, the Business may pay off any balance under the terms of this Agreement that apply at that time.

**Default** The Business will be in default under this Agreement if any of the following events occur: (1) the Business fails to make any payment required under this Agreement when due; (2) the Business fails to perform or abide by any of its agreements or obligations under this Agreement or any other loan agreement the Business has with us or with any other creditor; (3) the Business becomes insolvent (meaning its liabilities exceed its assets or it is unable to pay its debts as they become due); (4) any action is taken by or against the Business under any bankruptcy or insolvency laws; (5) any attachment or garnishment proceedings are initiated against the Business; (6) any individual who agreed to be responsible for the Account dies or is declared incompetent; (7) we, in good faith, believe the prospect of the Business' payment or performance under this Agreement is impaired; or (8) the

Business fails or refuses to provide current financial information to us when we request it. Upon the occurrence of any event of default, all amounts the Business owes under this Agreement will become immediately due and payable in full. The Business must also return to us all Cards issued in connection with the Account. Default shall not release the Business from any obligation the Business has incurred under this Agreement. After default, the Business' obligations and our rights under this Agreement shall remain effective until all amounts due under this Agreement have been paid in full.

**Attorneys Fees and Other Collection Costs** The Business agrees to pay the costs we incur if it is in default and we hire an attorney who is not our salaried employee to collect amounts owed under this Agreement. We will not charge the Business for our collection costs if an applicable law says we may not. Any amounts the Business owes for these collection costs may be added to the outstanding balance of the Account, and interest may be charged on these costs at the APR applicable to Purchases.

**Changing this Agreement** We may change this Agreement unless restricted by applicable law. We will tell the Business when any change will be effective and how it will apply to the Account. The Business may not change this Agreement unless we agree in writing to the change.

**Governing Law; Severability** This Agreement and the Account will be governed by (1) federal law, and (2) to the extent not preempted by federal law, the laws of California without regard to its conflicts of law provisions. We accepted this Agreement in California. If any provision of this Agreement conflicts with the law, the Business agrees the provision will be viewed as if it was amended to comply with the law. If that is not possible, then only the provision that conflicts with the law will be deleted. The remaining provisions of this Agreement will remain effective.

**Credit Reports** The Business agrees that we may obtain credit reports from one or more credit reporting agencies or others in connection with opening or maintaining the Account, determining the Credit Limit and Cash Advance Limit, or making any extension of credit to the Business under the Account. We may also ask the Business for additional information in connection with the Account and request credit reports to verify its current credit standing. The Business agrees that we may release information to others, such as credit reporting agencies, regarding the status and history of the Account. However, we are not obligated to release any such information unless required by law.

**Notices** Any notices given under this Agreement or relating to the Account will be effective only if given in writing to us at Card Services, P.O. Box 2087, Omaha, Nebraska 68013-2087, and to the Business at its last address shown on our records. The Business agrees to notify us immediately if its address changes from that shown on the application submitted in connection with opening the Account.

**Liability for Unauthorized Use** The Business agrees to notify us immediately if the Business knows or suspects that any Card is lost, stolen, or the Account is otherwise subject to unauthorized use. The use of a Card by an Authorized Cardholder at any time, even if the Authorized Cardholder no longer is employed or associated with the Business, shall not constitute unauthorized use, subject to applicable law and section above entitled "Cardholder Accounts." The Business may be liable for unauthorized use of any Card and/or the Account, as well as any fraud involving the use of a Card and/or the Account.

If nine or fewer Cards are issued to the Business' employees, then: (a) the Business' liability for unauthorized use shall not exceed the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before the Bank is notified of that use; and (b) the Business will not be liable for unauthorized use that occurs after it notifies the Bank, either orally or in writing, of the loss, theft or unauthorized use, at the address provided on the billing statements. However, if ten (10) or more Cards are issued to the Business' employees, the Business shall be liable for all unauthorized use. The Business agrees that any liability the Authorized Cardholder separately may have to the Business for the unauthorized use of the Card shall be the lesser of \$50 or the amount obtained by the unauthorized use.