

1. AGREEMENT: This Credit Card Agreement governs the use of your Mountain Pacific Bank VISA Business Account (the “Account”). In this agreement, the words “The Account”, “Account”, means the VISA card. The words “you” and “your” mean the person(s) or company (corporation, partnership, limited liability partnership, limited liability company, sole proprietorship, or other business entity) named on the application for the Account, or who requested the opening of the Account (the “Company”), and anyone else who uses the Account or any card associated with the Account (each, a “Card”) in any way (each, a “Cardholder”). “We,” “us” “our” and “Issuer” refer to the bank, and “Card” refers to the VISA card(s) we issue to you. “Agreement” means this Business Cardholder Agreement Terms and Conditions and Truth in Lending Disclosure; and is amended from time to time.

2. MEMBERSHIP FEE: For a VISA Business Account the annual membership fee is \$20.00. This fee is waived if the credit account is used for purchases at least 12 times during the year, or if purchases total \$500.00 or more.

3. USE OF ACCOUNT: You represent and agree that the Account, each Card, and the Account Numbers will be used exclusively for Purchases, Cash Advances, and Balance Transfers made for business, commercial, agricultural, or organizational purposes, and not for personal, family, or household purposes. You also represent and agree that the Account, each Card, and the Account Numbers will not be used for any illegal transaction, or for any gambling transaction conducted through the Internet. Each Cardholder may use the Account for Purchases, Cash Advances, and Balance Transfers. When you or a Cardholder request a Balance Transfer, we will write our check or transfer funds to the creditor to whom the balance is owed. The amount of our check or funds transfer will be the amount of the Balance Transfer requested, provided that the applicable Credit Limit or Cardholder Credit Limit is not exceeded. Balance Transfer transactions will not be processed if made payable to cash, to you, to any individual, or to a deposit account. If such a Balance Transfer is requested, we reserve the right to convert the transaction to a Cash Advance. We have no responsibility for failure of any machine, merchant, financial institution or any other party to honor a Card. The amount and frequency of Cash Advances you may obtain may be limited. We have no responsibility for goods or services obtained through a Purchase or Cash Advance and you will independently settle any dispute concerning goods or services with the merchant concerned.

4. CARDS AND CARDHOLDERS: We will issue a Card on the Account to a Cardholder on the basis of a request made on a fully completed Application or by executing and delivering to us an Authorized Users/Cardholder designation in the manner we specify; provided that we reserve the right, in our sole discretion, to refuse to issue any requested Card. We also have the right to cancel, revoke or suspend any Card at any time without notice. We will issue renewal and replacement Cards to each Cardholder until you tell us to stop, or until we cancel, revoke, or suspend any Card or until this Agreement is terminated. You agree to notify us immediately if you cancel any Cardholder’s privilege to make Purchases or Balance Transfers or to obtain Cash Advances, and you agree to return such Cardholder’s Card to us. Every Card issued under the Account remains our property. You agree to destroy any Card and to discontinue its use upon our request.

5. CREDIT LIMIT: The maximum amount of credit that may be outstanding on your account at any time (the “Credit Limit”) will be shown on your Monthly Statement. We may establish, in our discretion, both (1) a credit limit for the Account (“Individual Credit Limit”); and (2) an aggregate credit limit for all credit card accounts issued to or at the request of the Company (“Overall Credit Limit”). You agree not to exceed the Individual Credit Limit or to initiate a transaction that will cause the aggregate balances on all accounts subject to the Overall Credit Limit to exceed such Overall Credit Limit. If you extend credit more than your Credit Limit, the account is subject to an Over Limit Fee. For Over Limit Fees, refer to the FEES section of the Agreement. We may also separately restrict the amount of either the Individual Credit Limit or Overall Credit Limit available for cash advances and balance transfers. The Company agrees to immediately pay any amount in excess of any Individual Credit Limit or the Overall Credit Limit (or any amount that exceeds any separate limit established for cash advances and balance transfers). Individual Credit Limit or Overall Credit Limit (including any restrictions on the amount of cash advances or balance transfers) are subject to change based on cardholder's credit worthiness, payment history, and other bank criteria. Any such change or cancellation may result from our periodic review of the performance on your Account and/or credit reports we may obtain from consumer reporting agencies.

6. PROMISE TO PAY: The Company and each Guarantor, jointly and severally, promise to pay the Debt as and when payment is due in accordance with the terms of this Agreement. You shall pay to us all Debt, no matter how it is incurred, for what it is incurred (even if incurred for a purpose not permitted under this Agreement), or who has incurred it. Debt means all amounts charged to the Account from time to time and at any time, including Purchases, Cash Advances, Balance Transfers, interest charges, transaction fees, attorneys' fees, collection costs and any other fees or charges that we are permitted to add to your Account by this Agreement or otherwise.

7. PAYMENT: Cardholder will be furnished a monthly statement for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. Cardholder shall pay within 25 days after each statement Closing Date either (a) the full amount billed ("New Balance") or, at Cardholder's option, (b) a minimum Payment of \$25.00 or 3% of the New Balance, whichever is greater. Payments may be mailed to VISA, P.O. Box 4512, Carol Stream, IL, 60197-4512. Payments may also be made online at www.MyCardStatement.com, via telephone call to 800-423-7503, or in person at a Mountain Pacific Bank office. Payments received after 5:00 p.m. on any processing day or at any time on any non-processing day will be considered as payments made on the following processing day. All payments by Cardholder will be applied first to payment of Interest Charges in the order of their entry to the account, second to additional fees and credit insurance charges, if any, in the order of their entry to the account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the account, and then to current cash advances, purchases and other similar charges in the order of their entry to the account.

8. INTEREST CHARGES: Cardholder shall pay Interest Charges as shown on Cardholder's monthly statements, for each billing period in which there is a Cash Advance, Balance Transfer, or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. For Cash Advance and Balance Transfer fees, refer to the FEES section of the Agreement. We calculate the Interest Charges on your account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The additional charge for Cash Advances shall not apply to any Cash Advance obtained under a separate credit agreement with Cardholder and written in connection with these regulations. The "Balance Subject to Interest Rate" is the "average daily balance," of the account (including current transaction). To get the "average daily balance," we take the beginning balance of the account each day, add any new Cash Advances, Purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid Interest Charges. This gives us the daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "AVERAGE DAILY BALANCE." **Interest Charges** for Purchases begin on the date the Purchase is posted to the account unless the Previous Balance shown on the statement is paid in full prior to the Closing Date of the statement. made during the statement period and the Previous Balance will be excluded from the calculation of the "average daily balance" if the Previous Balance shown on the front of the statement was paid in full prior to the Closing Date of the statement. The Interest Charges for Cash Advances and Balance Transfers begin on the date the advance or transfer is posted to the account. Cardholder may avoid additional Interest Charges on an account by paying in full the New Balance shown on the account's monthly statement within 25 days after the Closing Date for that statement.

9. ANNUAL PERCENTAGE RATE: The Annual Percentage Rate is fixed at 12% on Purchases and; and 15% on Cash Advances or Balance Transfers.

10. FEES: You agree that the Debt will include the following fees, which we may add to your Account.

- **Annual Membership Fee.** For a VISA Business account, the annual membership fee is \$20.00. This fee is waived if the credit account is used for Purchases at least 12 times during the year, or if Purchases total \$500.00 or more.
- **Late Payment.** For each minimum payment which is not received by the payment due date for any reason, we may charge you a late fee of \$20.00. A payment is considered not to have been received by the due date if a payment received before the due date is dishonored, returned unpaid, or reversed for any reason, and you do not subsequently make a good payment before the due date.
- **Over the Credit Limit.** We may charge an Over the Credit Limit fee of \$20.00 if the Debt exceeds the Company's Credit Limit by \$20.00 or more during any Billing Cycle.

- **Return Payment.** A Returned Payment Fee of \$25.00 may be charged if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment (if we elect to re-present the payment). The Returned Payment Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee, and will never exceed the amount of the payment being returned.
- **Foreign Transaction.** VISA charges a fee of up to 1% of the transaction amount when purchase transactions are made online, by telephone or in person from merchants using non-U.S. banks. These transactions may be subject to International Service Assessment (ISA) transaction fees assessed by the processor of the transaction. The Bank assesses no additional international and/or foreign fees.
- **Cash Advance Fee.** A Cash Advance fee of 3%, with a minimum charge of \$10.00 and a maximum charge of \$50.00, is charged for each Cash Advance on the date the Cash Advance is posted to your account.
- **Balance Transfer Fee.** A Balance Transfer fee of 3%, with a minimum charge of \$10.00 and a maximum charge of \$100.00, is charged for each Balance Transfer on the date the Balance Transfer is posted to your account.
- **Same Day Payment Fee.** To apply Same Day Payment to an account, we assess a \$3.00 fee for each payment.
- **Telephone Payment Fee.** A fee of up to \$5.00 may be assessed for each payment made by Telephone.

11. COLLECTION COSTS: You agree to pay all costs and disbursements, including reasonable attorney fees, incurred by us to collect the Debt or to enforce your obligations under this Agreement.

12. SECURITY INTEREST: All credit advanced to Cardholder for credit Purchases, Balance Transfers or Cash Advances constitutes loans made by Issuer to Cardholder in the state of Washington. Issuer disclaims as security for loans made to Cardholder under these regulations any security interest it may at any time have in household goods or real property. Except as disclaimed above, loans made to Cardholder after the effective date of these regulations may be secured by collateral given by any Cardholder to secure other loans from Issuer.

13. FOREIGN TRANSACTIONS: If a Cardholder's card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International. VISA converts currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable. The exchange rate is increased by 1% if the conversion is made in connection with a charge to an account and decreased by 1% if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. Cardholder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

14. ENTIRE BALANCE DUE: If you fail to make a required payment when due or break any other promise under this Agreement, we can declare the entire balance of your Account due and payable at once without notice or demand. We can also do this if (i) you make any false or misleading statement on your Application or in any other information you provide to us while this Agreement is in effect, (ii) you are in default under any other agreement with us, (iii) you die, cease to exist, or take any action to dissolve or wind up your affairs, (iv) a voluntary or involuntary bankruptcy case is filed by or against you, or a receiver or trustee for the benefit of creditors is appointed for you, or (v) you or we cancel the Account.

15. DISPUTES: We not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a card. Except as provided in the Federal Truth-in-Lending laws (as indicated in the Your Billing Rights below), we have no responsibility for merchandise or services obtained by Cardholder with a card and any dispute concerning merchandise or services will be settled between Cardholder and the merchant concerned.

16. DEFAULT: Cardholder covenants to observe and comply with these regulations and covenants not to permit an event of default to occur. Upon the occurrence of any one or more of the following events of default: (a) Cardholder fails to pay at least the Minimum Payment when due on two occasions within any 12-month period; or (b) Cardholder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings or fails to observe any covenant or duty contained in these regulations, if such event or breach materially impairs

Cardholder's ability to pay amounts due; the full amount of Cardholder's account for which the default occurred (including unpaid Interest Charges) shall, at our option become immediately due and payable if Cardholder does not cure the default within 15 calendar days after notice is mailed to the address of Cardholder, or given as otherwise provided by law. We have this right, without notice and opportunity to cure; if the default is the Cardholder's third default within 12 months and the Cardholder is notified of the prior two defaults and the Cardholder cured those defaults.

17. TERMINATION: Cardholder's consent to these regulations may be terminated at any time by surrendering the cards issued to Cardholder or at Cardholder's written request, but such termination shall not affect Cardholder's obligations as to any balances or charges outstanding at the time of termination. Termination by any Cardholder shall be binding on each person in whose name the card is issued. If Cardholder's spouse terminates this credit plan, the full amount of Cardholder's account (including unpaid Interest Charges) may be declared immediately due and payable. We may terminate Cardholder's privilege to use the cards if Cardholder moves out of the service area of Issuer, as defined by us from time to time. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Cardholder and without affecting Cardholder's liability for credit previously extended, Cardholder's privilege to use the cards may be revoked or limited to the extent not prohibited by law. The cards are and shall remain our property and Cardholder agrees to surrender them to us upon demand.

18. AMENDMENT: We can change any of the terms of this Agreement, including but not limited to the Business VISA Cardholder Terms, at any time, provided we send you notice at least forty- five (45) days prior to the effective date of the change. If the change will increase the finance charges or any fees imposed in connection with the Account, notice shall be sent at least forty-five (45) days prior to the effective date and may become effective as of the first day of your Billing Cycle during which the effective date occurs unless you notify us that you do not agree to the change within forty-five (45) days of the date of the mailing. If you give us such written notice, you will be permitted to pay the outstanding Debt on your Account as of the effective date under the terms of the Agreement governing your Account at the time our notice was given. If you use your Card after the effective date, you will be considered to have agreed to the new terms even if you have sent us such written notice. At our option we may also make any such change if you elect to use your Account after the effective date of the amendment. Changes which we make can apply to all outstanding Debt and to any future transactions on your Account. Any notices required to be given by us to you shall be deemed given when deposited in the U.S. mail, postage prepaid, addressed to you at the address shown on our records.

19. CREDIT REVIEW AND RELEASE OF INFORMATION: You authorize us to investigate your credit standing when opening or reviewing your Account. This Account may be subject to annual or more frequent review, and we may re-investigate and re-evaluate any information on the Application at any time. In the course of doing so, we may ask you for additional information (including additional financial information), request credit bureau reports, and/or otherwise verify your current credit standing. Financial information may or may not include business tax returns and/or personal tax returns and business financial statements and/or personal financial statements. You agree to provide to us promptly all information we request. We may exchange information with a consumer and/or business credit reporting agency or other financial providers on the Company and/or Guarantors, and we may use this information in connection with your Application, any periodic review, Credit Limit review, sale of your Account to another lender, or renewal of your Account.

20. GOVERNING LAW: This Agreement (including restrictions on interest) shall be governed by Federal law and to the extent state law applies, Washington law, regardless of conflict of law principles. If there is any conflict between any of the terms and conditions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with applicable law. Where this Agreement provides that we may exercise discretion in taking certain actions, those provisions are not intended to authorize us to take actions that are contrary to applicable law. We have additional obligations under applicable law. We are not excused from complying with those obligations simply because they are not detailed in this Agreement.

21. LOST OR STOLEN CARD: You agree to notify us immediately, in writing to Mountain Pacific Bank, P.O. Box 31021, Tampa, FL, 33631-3021 or by telephoning (866) 604-0381, of the loss, theft, or unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use of a Card.

22. VISA RULES AND REGULATIONS: Cardholder and Issuer agree to abide by all applicable rules and regulations of Visa USA Inc (VISA) as applicable as well as all applicable laws and changes to them. If there is any conflict between

the provisions of this Agreement and the rules and obligations of VISA, the rules and regulations of VISA shall control. In order to continue to provide these services, VISA cards may not be used for any illegal transactions including but not limited to online internet gambling. Under Federal rules, the bank must have policies and procedures to block transactions that finance Internet gambling by credit cards. The Bank is permitted to rely on the procedures established by our credit card operators to block illegal gambling transactions. While it is up to these operators to determine their specific procedure, it is possible that they may not differentiate between lawful and unlawful gambling, choosing instead to block all gambling transactions. Customers should be aware that all illegal Internet gambling transactions are prohibited and cannot be processed through the bank.

23. VISA ACCOUNT UPDATER SERVICE (VAU): Your account is automatically enrolled in the VISA Account Updater Service (VAU). This service is provided by VISA as a benefit in order to facilitate uninterrupted processing of recurring charges you have authorized. Under the VAU service, we provide notice to VISA when your acre number or expiration date change (i.e., when renewing an expiring Card or Merchant compromise). If you have authorized a participating merchant to bill your Card for recurring payments, VISA notifies the merchant of your new Card number and expiration date. Card numbers are only supplied to merchants who participate in the VAU service. Because not all merchants participate in the VAU service, you should still notify each merchant when your Card number changes in order to permit recurring payments to continue to be charged to your account. If you would like to opt out of the VAU Service, please contact us by calling 425-263-3500, or writing to us at: Mountain Pacific Bank 3732 Broadway Everett, WA 98201-3050.

YOUR BILLING RIGHTS – KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Mountain Pacific Bank
3732 Broadway
Everett, WA 98201-5030

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

Note: It is very helpful if your letter includes the transaction date and the reference number for the charge, if available.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Total Credit Line.

After we finish our investigation, one of two things will happen:

- **If we determine there was a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent, including to credit reporting agencies, if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Mountain Pacific Bank
3732 Broadway
Everett, WA 98201-5030

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.