

**BUSINESS PREMIER  
CARD APPLICATION**



**VERITEX<sup>®</sup>**  
COMMUNITY BANK



# BUSINESS PREMIER CARD APPLICATION



BUSINESS INFORMATION		
Legal Business Name		
Business Street Address		
City	State	Zip
Business Legal Structure		
<input type="radio"/> Sole Proprietorship <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Non-Profit <input type="radio"/> LLC <input type="radio"/> Other _____		
Authorizing Signature		
<input type="radio"/> Owner <input type="radio"/> Partner <input type="radio"/> President <input type="radio"/> Vice President <input type="radio"/> Corporate Secretary <input type="radio"/> Other _____		
Business Tax ID Number (TIN) or Employer ID Number (EIN)		
What was the approximate revenue of your business during the last fiscal year?		
Approximately, how much does your business spend using credit cards per month?		
Current Veritex Bank Client?		
<input type="radio"/> Yes <input type="radio"/> No                    If yes, Banker Name: _____		
Does your business owe any taxes from prior years?		
<input type="radio"/> Yes <input type="radio"/> No                    If yes, how much? \$ _____		
Is your business a party of any claim or lawsuit?		
<input type="radio"/> Yes <input type="radio"/> No                    If yes, how much? \$ _____		
Are there any delinquent FICA or sales taxes?		
<input type="radio"/> Yes <input type="radio"/> No                    If yes, how much? \$ _____		
Has the business ever declared bankruptcy?		
<input type="radio"/> Yes <input type="radio"/> No                    If yes, when? _____		
Have the principals ever declared bankruptcy?		
<input type="radio"/> Yes <input type="radio"/> No                    If yes, when? _____		
How long have the principal(s) owned the business?		



# APPLICATION

ADMINISTRATOR INFORMATION			
First Name	MI	Last Name	
Email	Phone		

GUARANTOR #1 INFORMATION			
First Name	MI	Last Name	
Email	Phone		
Social Security #	Date of Birth	Ownership % (if any)	
Home Address	City	State	Zip

GUARANTOR #2 INFORMATION			
First Name	MI	Last Name	
Email	Phone		
Social Security #	Date of Birth	Ownership % (if any)	
Home Address	City	State	Zip

GUARANTOR #3 INFORMATION			
First Name	MI	Last Name	
Email	Phone		
Social Security #	Date of Birth	Ownership % (if any)	
Home Address	City	State	Zip

ADDITIONAL INFORMATION
Company Name (As Embossed on Card)(21 digits)

CARDHOLDER NAME	CARD LIMIT	WORK PHONE	CELL PHONE	WORK EMAIL
Cardholder #1	\$			
Home Address				DOB
Cardholder #2	\$			
Home Address				DOB
Cardholder #3	\$			
Home Address				DOB
Cardholder #4	\$			
Home Address				DOB
Cardholder #5	\$			
Home Address				DOB
Address for Cards to be Delivered		City	State	Zip

## AUTOPAY

- Yes, from our Veritex Bank Account \_\_\_\_\_  No, We Prefer to Pay Online or Mail a Check

## PROGRAM OPTIONS

### #1 Extended Deadline & Reduced APR

- Payment Due 25 Days after Monthly Statement Cutoff
- Premier VISA Benefits and Rewards
- No Cash Reward
- Rate Will Vary at Prime + 9.99%
- No Annual Fee

### #2 Standard Deadline & APR

- Payment Due 15 Days after Monthly Statement Cutoff
- Premier VISA Benefits and Rewards
- Cash Reward of 1% on Purchases Paid Quarterly
- Rate Will Vary at Prime + 13.99%
- No Annual Fee

## DISCLOSURE STATEMENT

### BUSINESS PREMIER CARD

#### INTEREST RATES AND INTEREST CHARGES

<b>Annual Percentage Rate (APR) for Purchases, Transfers &amp; Cash Advances</b>	<b>Prime + 9.99%</b> (Option #1) or <b>Prime + 13.99%</b> (Option #2) The APR will vary with the market based on the Prime Rate. We add 9.99% (Option #1) or 13.99% (Option #2) to the Prime Rate to determine the APR for Purchases, Balance Transfers and Cash Advances.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is 25 days after the close of each billing cycle (Option #1) or 15 days (Option #2). We will not charge you interest on purchases if you pay your entire balance by the due date.
<b>Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://consumerfinance.gov/learnmore">consumerfinance.gov/learnmore</a> .

#### FEES

<b>Annual Fee</b>	None
<b>Transaction Fees: Cash Advance International</b>	Either \$5 or 3% of the amount of each cash advance, whichever is greater. 1% of each transaction in U.S. Dollars
<b>Penalty Fees: Late Payment Returned Payment</b>	\$25 \$25

#### REWARDS

<b>Cash Rewards:</b>	1% Paid Quarterly on Purchases for Accounts in Good Standing. Payment due date is 15 days after monthly cutoff. If Cash Rewards is not requested, due date is 25 days after cutoff. Cash reward is subject to being reduced if large utility payments are made since our interchange from Visa is significantly reduced.
<b>Non-Cash Rewards:</b>	Various benefits as disclosed on website. Please contact customer services at 800-367-7576 for assistance.

**How We Calculate Your Balance:** We use a method called "average daily balance (including new transactions)." See Your Account Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Account Agreement.

**Prime Rate:** The APR will vary based on changes in the Index the Prime published in the Wall Street Journal. Changes in the Index will take effect beginning the first billing cycle of the following month. Increases or decreases in the Index will cause the APR and regular periodic rate to fluctuate, resulting in increased or decreased Interest Charges on the Account.

The issuer and administrator of the credit card program is Veritex Community Bank. The above information is subject to change. To find out what may have changed, call us at 800-367-7576 or Veritex Bank, 8214 Westchester Dr, Ste 800, Dallas, TX 75225.

## INTEREST CHARGE

### How the Interest Charge is Determined & When it is Imposed

An Interest Charge on the Account will be figured on each monthly billing statement by applying the periodic rate to the total Balance Subject to Interest Charge. The periodic rate used to compute the Interest Charge is disclosed above and is a monthly rate which, when multiplied by 12, equals the APR disclosed above. If you obtain Cash Advances or elect to pay for Purchases in installments, each periodic statement will include an Interest Charge. There is no minimum Interest Charge. In connection with Cash Advances, the first monthly billing statement after you receive a Cash Advance will include an Interest Charge from the date the transaction is posted to your Account.

An Interest Charge will not be imposed during a billing cycle on new Purchases posted to your Account during that billing cycle if the outstanding balance for the preceding billing cycle has been paid in full and credited by the "Payment Due Date" for that billing cycle. However, if (1) the outstanding balance for the preceding billing cycle has been paid in full and credited by the "Payment Due Date" for that billing cycle, (2) a Purchase is posted to the Account during the current billing cycle, and (3) the New Balance of the current billing cycle is not paid in full and credited by the "Payment Due Date" for the current billing cycle, an Interest Charge will accrue on the Purchase from the first day of the billing cycle which follows the current billing cycle. If the Account does have an outstanding balance which was not paid and credited by the "Payment Due Date" for the preceding billing cycle, a Purchase will accrue an Interest Charge from the date when it is posted to the Account.

Any portion of the New Balance appearing on a monthly billing statement (including Cash Advances, Purchases, Interest Charge and Other Charges) which is not paid in full and credited to the Account by the "Payment Due Date" shown on that statement becomes part of the "Previous Balance" on your next monthly billing statement.

If the New Balance outstanding on the Closing Date of a billing cycle (including any applicable Interest Charge) is paid in full and posted to the Account within 25 days following the Closing Date of that billing cycle (15 days if receiving a Cash Reward), no further Interest Charge will accrue.

All payments received by 5:00 p.m. during our normal business day at the address indicated on the monthly billing statement will be credited to the Account as of the date of receipt of payment. If payment is made at any location other than such address, credit for the payment may be delayed up to 5 days.

### Method of Computing Balance Subject to Interest Charge

The Balance Subject to an Interest Charge is the sum of the "Average Daily Balance" for Purchases and the "Average Daily Balance" for Cash Advances, computed as follows:

The Average Daily Balance for Purchases is computed by adding each day's ending balance for the current billing cycle (less any Interest Charge included therein and excluding any Cash Advances made during the current billing cycle), and dividing the total of such balances by the number of days in the billing cycle. Such total will include Purchases and debit adjustments made during the current billing cycle only if you have not paid in full the New Balance figure from the previous statement as indicated by a "Payment" figure equal to or greater than the "Previous Balance" figure under the Summary of Transactions on the statement for the current billing cycle.

The Average Daily Balance for Cash Advances is computed by adding each day's outstanding balance of Cash Advances charged to the Account during the current billing cycle and dividing the total of such balances by the number of days in the billing cycle.

If the Cash Advance portion of the New Balance and the Interest Charge applicable thereto are not paid in full and credited to the Account by the "Payment Due Date" shown on the first monthly billing statement to which the Cash Advance is billed, any balance remaining becomes a part of the "Previous Balance" on Cardholder's next periodic statement and is computed as part of the Average Daily Balance for Purchases.

## CREDIT CARD AGREEMENT

This Agreement applies to the VISA credit Card and Credit Devices issued to you by Veritex Community Bank, Dallas, Texas. Any Card or Credit Device issued to you by us 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 Credit Device shall constitute the equivalent of signing this Agreement and such retaining, signing or using means you agree to be bound by the terms of this Agreement. The Application you submitted for the Account is hereby incorporated into and made a part of this Agreement. This Agreement begins on the earlier of (i) the date you sign or otherwise submit an Application that is approved by us or (ii) the first date you or someone authorized by you uses the Account in a transaction that we approve (in NY, the first date you or someone authorized by you signs a sales slip or memorandum or the first date that another document is issued to you or someone authorized by you as evidence of a transaction on the Account that we approve).

**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:

1. **"Account"** means the open-end revolving credit account established pursuant to your Application and this Agreement to which charges are posted based on use of a Card, information from a Card, Credit Device, or any other device or procedure by which the Account may be accessed in the future.
  2. **"Administrator"** means any person, including an Authorized User if so permitted, the Customer permits to use the Online Access to modify the account limits of the Customer's Authorized User(s). These individuals will be permitted to access the Account to the extent the Customer designates, provided the total aggregate amount the Customer may designate may not exceed the Credit Card Limit you have established for the Account. **PLEASE CONSIDER THE DESIGNATION CAREFULLY AS THESE INDIVIDUALS WILL BE ABLE TO ACCESS THE ACCOUNT TO MODIFY THE ACCOUNT LIMITS OF AUTHORIZED USER(S).**
  3. **"Agreement"** means this Credit Card Agreement, Disclosure Statement and Application, which provides information on the periodic rate, the Annual Percentage Rate (APR), the Interest Charge and balance on which it is determined, any Other Charges, cash advance fees, and any grace period applicable to the Account. The Disclosure Statement is incorporated herein by reference as if repeated verbatim herein. If any provision of this Credit Card Agreement is inconsistent with any provision of the Disclosure Statement, the provision of the Disclosure Statement controls.
  4. **"Application"** means the application for credit you completed and returned to the Sponsoring Bank to request that we extend credit to you under the Account.
  5. **"Authorized User"** means any person you permit to use the Account or who has apparent authority to use the Account.
  6. **"Card"** means the VISA credit card(s) issued to you by us, and any future credit card(s) issued to you in connection with the Account. If you applied for more than one type of Card, this Agreement is a separate Agreement for each Card.
  7. **"Cash Advance"** means the amount requested by you and advanced to you by any method approved by us according to the terms of this Agreement in cash or cash equivalent items (including, but not limited to, money orders, travelers checks, lottery tickets, casino chips, vouchers redeemable for cash, or racetrack wagers).
  8. **"Credit Device"** means any device such as a blank check, payee-designated check, "convenience" or "special" check, blank draft or other order, or any other device or item which may, at our discretion and pursuant to procedures we may adopt from time to time, be issued by us to you to access the Account.
  9. **"Credit Limit"** means the total dollar amount of the Account which we approved and which you may borrow against according to the terms of this Agreement.
  10. **"Guarantor"** means each and every person named or identified in the Application.
  11. **"Online Access"** means the feature under which the Customer through its Administrator is allowed to access and modify the limits of Authorized User(s) to borrow under the Account via the Website.
  12. **"Other Charges"** means the charges listed in the section of this Agreement with such caption.
  13. **"We," "us," and "our"** mean Veritex Community Bank, 8214 Westchester Dr, Ste 800, Dallas, TX 75225.
  14. **"Website"** refers to our cardholder website, the address of which is set forth on your credit card(s).
  15. **"You"** and **"your"** refer to each person who signed an application for the Account, each person who signs or uses the Card or a Credit Device, and any Authorized User.
- Purchases, Cash Advances and Balance Transfers:** Cash Advance Limit. You request and authorize us to extend credit to you under the Account as follows: (1) goods and services may be purchased or leased by uses of the Card from any seller or vender who honors the Card ("Purchases"); (2) "Cash Advances" may be obtained (a) when you complete a written request on a form furnished to you by us or any other financial institution we approve; (b) using the Card at any automatic teller machine which accepts the Card, or (c) using a Credit Device to pay for Purchases or, when allowed, to receive cash. We are not responsible for any person or entity refusing to accept the Card or any Credit Device for Purchases or Cash Advances.
- Promise to Pay.** You promise to pay us for all Purchases made by you and for all Cash Advances received by you except as limited in this Agreement regarding your liability for unauthorized use of a Card or Credit Device. You shall be jointly and severally liable for all amounts due from you under this Agreement for Purchases, Cash Advances, Interest Charges, and Other Charges.
- Administrator Access.** You or Administrator may change the amount established for an Authorized User in connection with use of the Account, provided the aggregate amounts established for all Authorized Users does not exceed the Credit Limit. We have the right to rely upon actions and directions made by you or Administrator and you will be responsible for the amounts borrowed by you and these individuals.
- Terminated Employees.** You are responsible to ensure that terminated employees no longer have access to the Account. We are not liable for transactions processed through a terminated employee's use because of inaction on your part.
- Lost or Stolen Cards, Fraud.** You are also responsible to ensure that an employee's access is immediately suspended if the employee advises that the card or credit device is lost or stolen, or due to fraudulent use by the employee or other individual. We are not liable for transactions processed due to inaction on the part of you or the employee.
- Conflicting Instructions.** If we receive conflicting instructions, or if we believe that an Account's security or our security may be at risk as a result of your actions or access, we may at our sole discretion terminate Online Access, or prevent you from being granted access to the Account, without prior notice to you or any Administrator or Authorized User.
- Special Checks.** If Special Checks are issued from time to time for use with your Account, you may obtain what is deemed to be a Cash Advance under the Account by writing a check. Each Special Check must be in a form we have issued to you and must be imprinted with your name and the Account number. Special Checks may be used only by a person whose name is printed on the Check and must be completed and signed in the same way as a regular personal check. You agree not to use your Special Checks to purchase or carry securities or to pay amounts you owe us under this Agreement. We are not obligated to pay a Special Check (a) if your resulting Account balance would exceed the Credit Limit, (b) if the Check is dated more than 6 months before it was presented to us for payment, (c) if a Special Check or Card has been reported lost or stolen, (d) if you are in default under this Agreement or a loan agreement with another lender, (e) if you or we have terminated your ability to receive further credit under this Agreement, (f) if you are insolvent, or (g) if your Card has expired. The amount of each Special Check paid by us, even if we are not obligated to pay it, will be a Cash Advance. Checks paid by us will not be returned to you with your monthly billing statement, but information about them will appear on such statement. You agree you will promptly review your monthly billing statement to discover any unauthorized or altered Special Checks. You cannot put a stop-payment order on a Special Check.
- Refunds and Adjustments.** Any refund, adjustment, or credit allowed by any seller or other person or entity shall not be by cash but rather by a credit to the Account appearing on your monthly billing statement.
- Monthly Billing Statements.** Each month we will send you a monthly billing statement reflecting all Purchases, Cash Advances, Interest Charges and Other Charges pursuant to this Agreement for the prior monthly period. Such statements shall be deemed correct and accepted by you unless you notify us to the contrary in writing within 60 days of our mailing such statement to you.
- Payments on the Account.** Your payment under the Account must be made on or before the "Payment Due Date" reflected on your monthly billing statement. Your payment must be either the full amount billed or, at your option, an installment equal to at least the required "Minimum Payment Due" stated on the billing statement. The minimum payment will equal the "New Balance" shown on your statement if that amount is less than \$25. If the New Balance exceeds \$25, the minimum payment will equal the greater of 3% of the New Balance or \$25, plus the entire portion of the New Balance in excess of your Credit Limit, plus any amount past due.

Payments must be made in U.S. dollars drawn on a U.S. Bank. Transactions in foreign currencies will be converted to U.S. dollars at the exchange rate used at the time of the conversion. The conversion may occur after the transaction date and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. You agree to pay the converted amount to us in U.S. dollars, plus any charge for the conversion or processing that may be imposed.

All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address. If payment is made at any location other than the designated address, credit for such payment may be delayed for up to 5 days. As 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 your payments to the unpaid balance of the Account in the order and manner we decide, in our sole discretion.

**Payment Holidays.** At our option we may permit you from time to time to skip making the Minimum Payment Due for a specified billing cycle (referred to as a "payment holiday"). Even if you accept such a payment holiday, we will continue to assess Interest Charges on the unpaid balance of the Account as disclosed in the Insert. Any payment holiday we permit will not affect the terms of this Agreement. The terms of this Agreement remain in force regardless of whether you accept a payment holiday.

**Credit Limit.** You agree not to use or permit others to use the Card, information from the Card, or Credit Device if such use would cause the balance of the Account to exceed the Credit Limit we set from time to time. The initial Credit Limit for the Account is shown on the material accompanying the Card before the Account is used and will also be disclosed on each monthly billing statement for the Account. We may, at our option, extend credit under the Account, which exceed the Credit Limit. If we do so, you agree to immediately pay the excess. We are not obligated to allow any Purchase or Cash Advance which will exceed your Credit Limit and if we do, we are not obligated to allow any Purchase or Cash Advance which will exceed your Credit Limit and if we do, we are not obligated to do so at a later time. You agree we may change your Credit Limit or cancel the Account if you exceed the Credit Limit.

I understand that cardholder limits will be refreshed in their entirety if an intra-cycle payment is completed to pay down on the overall company limit.

**Transactions Made in Foreign Currencies.** If a transaction is made in a foreign currency, we and MasterCard International or VISA International, depending on which card is used, will convert the transaction into a U.S. dollar amount. MasterCard and VISA will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use, to determine the transaction amount in U.S. dollar, is either (a) a wholesale market rate, or (b) a government-mandated rate in effect one day prior to the processing date. MasterCard and VISA increase this conversion rate by one percent (1%) and keep this increase as compensation for performing the currency conversion service. We will charge you one percent (1%) of the U.S. dollar amount of the transaction converted from a foreign currency. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Other Charges.** You agree we may access, in addition to the Interest Charge, the Other Charges below which will be earned when accessed and are not subject to refund or rebate. The following fees may be added, as applicable, to the Account and treated as a Purchase as indicated on the Insert:

1. **Late Fee.** If the minimum required payment is not received by the Payment Due Date for that billing cycle, we may assess a \$25 late charge on the Account.
2. **Returned Payment Fee.** We will charge \$25 for each return by a bank or other depository institution of a dishonored check, negotiable order of withdrawal or share draft issued by you to us in connection with the Account. This fee will be in addition to all other Interest Charges and Other Charges we may collect from you and is not subject to refund or rebate.
3. **Cash Advance Fee.** If you request a Cash Advance, in addition to the Interest Charge which will accrue on the Cash Advance, you agree to pay a fee of three percent 3% of the amount of the Cash Advance subject to a minimum fee of \$5.
4. **International Transactions Fee.** One percent (1%) of the U.S. dollar amount of the transaction converted from a foreign currency.
5. **Guaranty.** Each and every Guarantor, jointly and severally, absolutely and unconditionally guarantees to Veritex Community Bank the payment and performance of all of your indebtedness, obligations and liabilities now existing or hereafter incurred or created, direct or indirect, absolute or contingent (the "Indebtedness"). Guarantor agrees and acknowledges that this Guaranty is a continuing guaranty and all extensions of credit and financial accommodations concurrently herewith or hereafter made by you will be made by us in reliance on this Guaranty. Guarantor shall be responsible for costs, attorney's fees and expenses incurred by us in an effort to enforce

or collect the Indebtedness and the obligations of Guarantor pursuant to this Guaranty. The obligations of Guarantor contained in this Guaranty shall be continuing, absolute and unconditional without regard to the validity, legality, regularity or enforceability of the Indebtedness or any instrument evidencing, securing or relating to said Indebtedness and shall not be reduced or affected in any way by any failure or omission to enforce any right against you or any Guarantor or by any other action which may in any manner or to any extent vary the risks of Guarantor or which might otherwise constitute a legal or equitable discharge of Guarantor.

Guarantor waives:

- (a) Presentment, demand for payment, protest or notice of dishonor of any of your indebtedness;
- (b) Any other notice or defense to which Guarantor might be entitled;
- (c) Joinder of you in any suit or action to enforce this Guaranty, in particular, and without in any way limiting the foregoing, Guarantor waives any right to have us sue you or take any other action against you as a prerequisite to our taking any action or bringing any suit against Guarantor under this Guaranty; and
- (d) Guarantor hereby waives the benefits of any provision of law requiring that we exhaust any right or remedy, or take any action, against you or any other person and/or property including but not limited to the provisions of the Texas Civil Practice and Remedies Code §17.001, Texas Rules of Civil Procedure Rule 31 and the Texas Business and Commerce Code Chapter 34, as amended, or otherwise.

We may, at any time, without consent of or notice to Guarantor, without incurring responsibility to the Guarantor, without impairing or releasing the obligations of the Guarantor, upon and without terms or conditions and in whole or in part:

- (a) Change the manner, place or terms of payment or change or extend the time of payment of, renew or alter any indebtedness, obligation or liability hereby guaranteed or any liabilities incurred directly or indirectly hereunder and the guaranty herein made shall apply to the indebtedness, obligations and liabilities, changed, renewed or altered in any manner;
- (b) Exercise or refrain from exercising any rights against you or others or otherwise act or refrain from acting;
- (c) Settle or compromise any indebtedness, obligations or liabilities hereby guaranteed or hereby incurred and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities which may be due to us or others; and
- (d) Release you or any other Guarantor of the Indebtedness to us from any liability to us.

The obligations of Guarantor hereunder shall terminate upon, and only upon, written release of Guarantor by Oblige. This Guaranty shall continue in full force and effect, notwithstanding the death, incapacity or legal disability of Guarantor and shall be binding on the successors, assigns, estate, personal representatives and heirs, as the case may be, of Guarantor and shall inure to the benefit of our successors, heirs and assigns.

It is the intention of the parties hereto to comply with all laws in force and applicable hereto; accordingly, it is agreed that, notwithstanding any provision to the contrary herein or in any note, instrument or other document evidencing or securing the Indebtedness or otherwise related hereto or thereto, no such provision shall require the payment or permit the collection of interest from Guarantor in excess of the maximum non-usurious rate permitted by applicable law. If any excess of interest in such respect is provided for or shall be adjudged to be so provided for, then in such event, (i) the provisions of this paragraph shall govern and control, (ii) neither Guarantor nor his heirs, executors or administrators, successors or assigns or any other party liable under Guarantor, shall be obligated to pay the amount of such interest, to the extent that it is in excess of the maximum non-usurious amount permitted by applicable law, (iii) any such excess which may have been collected shall be, at Oblige's option, either refunded or applied to the Indebtedness, and (iv) the effective rate of interest covered by this Guaranty shall be automatically subject to reduction to the maximum non-usurious lawful contract rate allowed under the applicable law as now or hereafter construed by the courts having jurisdiction thereof.

No Waiver by or Estoppel Against Oblige. No failure to exercise and no delay in exercising on our part of any right, power or privilege hereunder or at law or in equity shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or future exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law or in equity. If any clause or portion of this Guaranty shall be declared unenforceable, invalid or illegal, the remaining clauses and portions shall not be affected thereby.

**SET-OFF:** Guarantor grants us a contractual right of set-off as described herein. We may, without demand or notice to Guarantor, set-off any amount due and payable under the terms of the Agreement against any right Guarantor or affiliates have to receive money from us. We may also administratively freeze Guarantor or affiliates' accounts to allow us to protect our set-off rights. Guarantor or affiliates' right to receive money from us includes any deposit account balances (whether general or special or for safekeeping, custody or otherwise), any money owed to Guarantor or affiliates on an item presented to us or in our possession for collection or exchange or other non-deposit obligation. "Any amount due and payable under the terms of the Agreement" means the total amount to which we are entitled to demand payment under the terms of the Agreement at the time of our set-off. We will not be liable for the dishonor of any check when the dishonor occurs because we set-off against any of the Guarantor or affiliates' accounts. Guarantor, on behalf of yourself and your affiliates, agree to hold us harmless from any such claims arising as a result of our exercise of the right of set-off.

**Termination; Default.** We may reduce the Credit Limit or terminate your ability to receive further credit under this Agreement at any time without notice. You may terminate your ability to receive further credit under this Agreement by giving us notice of termination and returning to us all Cards and Credit Devices. Termination by you will be effective on the date we receive written notice from you along with the Cards and Credit Devices (unless they are lost or stolen, in which case you agree to sign an affidavit to that effect and stating that no credit received after the date of loss or theft was authorized by you).

You will be in default under this Agreement if any of the following events occur: (1) you fail to make the required payment when due; (2) you are in default under any other loan or obligation that you have with/to us or you otherwise fail to perform or abide by the terms of this Agreement or any other loan agreement you have with us; (3) you become insolvent (meaning your liabilities exceed your assets or you are unable to pay your debts as they become due); (4) any action is taken by or against you under any bankruptcy or insolvency laws; (5) any attachment or garnishment proceedings are initiated against you; (6) you die or are declared incompetent; (7) we, in good faith, believe the prospect of your payment or performance under this Agreement is impaired; or (8) you fail or refuse to provide current financial information to us when we request it.

On any termination or default, regardless of any unused credit you may have under the Account, all amounts you owe under the Account and this Agreement will become immediately due and payable in full. You must also return to us all Cards and Credit Devices issued to you in connection with the Account.

Termination or default shall not release you from any obligation you have incurred under this Agreement. After termination or default, your obligations and our rights under this Agreement shall remain effective until the entire outstanding balance of the Account is paid in full.

**SECURITY INTEREST; NO WAIVER:** In addition to the other remedies provided in this Agreement, including the right of set-off, but subject to any limitations imposed by applicable federal or state law, to secure your obligations to pay us under this Agreement, you hereby grant us a security interest in all monies, accounts, including deposit accounts, securities, and other property of yours now or hereafter in possession of or on deposit with us, whether held in a general or special account or for safekeeping, custody, transmission, collection or otherwise. No security interest or right of set-off shall be deemed to have been waived by any act or conduct on our part, or any failure to enforce such security interest or to exercise such right of set-off, or by any delay in doing so at Bank's option, to administratively freeze all such accounts to allow Bank to protect Bank's charge and setoff rights provided in this paragraph.

**Attorneys' Fees and Costs.** To the extent permitted by law, you agree to pay our attorneys' fees and other costs we incur if you are in default and we hire an attorney who is not our salaried employee to collect amounts you owe under the Account and this Agreement. Amounts you owe for attorneys' fees will be added to the outstanding balance of the Account as a Purchase whether or not your right to receive credit has terminated or you are in default.

**Amendment to this Agreement.** This Agreement, and the terms of the Account, may be amended by us if we send you written notice of the amendment prior to its effective date as required by law. As of the amendment's effective date, the change in terms will apply to the entire outstanding balance of the Account as well as Purchases made, and Cash Advances and Balance Transfers received after the effective date of the amendment. If you do not agree to the amendment, your only option is termination under this Agreement.

**Venue and Jurisdiction of Lawsuits.** The parties agree, consent, and contract that the venue and jurisdiction of any lawsuit brought to Veritex Community Bank to enforce this agreement or collect and sum or sums of money due and owing under this agreement shall be in Dallas County, Texas.

**Governing Law; Severability.** You agree that your obligations under this Agreement represented by charges to the Account are contracted for and become binding when the sales drafts, credit card slips, or other Credit Devices are accepted by us and we cause the holders of the same to be paid. You agree that these events occur in Texas and that Texas law will govern the interpretation and operation of this Agreement as well as any controversy arising out of this Agreement. If any provision of this Agreement conflicts with the law, you agree the provision will be viewed as if it were 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.** You agree that we may obtain credit reports from one or more credit reporting agencies or others in connection with opening or maintaining the Account, increasing the Credit Limit under the Account, or making any extension of credit to you under the Account. We may also ask you for additional information in connection with the Account and request credit reports to verify your current credit standing. You agree 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.

**Change in Marital Status.** A change in marital status between any of you will not affect the individual liability of any of you under this agreement. Your liability for debt incurred after a change in status does not end until all Cards and Credit Devices are returned to us, even if you give us notice of the change in status and notice that further use by any person is unauthorized.

**Notices.** Notices given under this Agreement or relating to the Account will be effective only if given in writing to us at Veritex Community Bank, 8214 Westchester Dr, Ste 800, Dallas, TX 75225, and to you at your last address shown on our records. You agree to notify us immediately if your address changes from that shown on the application you submitted in connection with opening the Account.

**Liability for Unauthorized Use.** If any Card is lost or stolen or otherwise may be used without your permission (express or implied), you must immediately notify us orally or in writing at the following phone number or address: 1-800-367-7576 or at Veritex Community Bank, 8214 Westchester Dr, Ste 800, Dallas, TX 75225. You will not be liable for unauthorized use by a person other than your employees that occurs after you notify us of the loss, theft, or possible unauthorized use of a Card. If fewer than 10 Cards have been issued for your Account, your liability for unauthorized use of a Card by a person other than your employees will not exceed \$50.00. If 10 or more Cards are issued for use by your employees, or if the unauthorized use is by your employee, there is no limit to your liability for unauthorized use that occurs before you notify us as provided herein. If unauthorized use of a Credit Device occurs, you may be liable for all of the unauthorized use.

**State Law Disclosures.** CA Residents: Interest is compounded on unpaid Interest Charges on Purchases, Cash Advances and Balance Transfers. MD 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. NJ Residents: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**Electronic Signatures and Electronic Records.** You consent to the use of electronic and/or digital signatures. This Credit Card Agreement and any related documents may be signed electronically or digitally in a manner specified solely by Veritex Community Bank. You agree not to deny the legal effect or enforceability of this Credit Card Agreement or any related documents solely because (i) this Credit Card Agreement or such other related documents is entirely in electronic or digital form, including any use of electronically or digitally generated signatures, (ii) an electronic or digital record was used in the formation of this Credit Card Agreement or such other related documents, or this Credit Card Agreement or such other related documents were subsequently converted to an electronic or digital record. You agree not to object to the admissibility of this Credit Card Agreement or other related documents in the form of an electronic or digital record, or a paper copy of an electronic or digital document, or a paper copy of a document bearing an electronic or digital signature, on the grounds that the record or signature is not in its original form or is not the original of this Credit Card Agreement or such other related documents, or this Credit Card Agreement or such other related documents do not comply with Chapter 26 of the Texas Business and Commerce Code, as amended.

#### **Billing Disputes. YOUR BILLING RIGHTS - KEEP THIS NOTICE 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 BBBS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043 as soon as possible.



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 and 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.

Disputed charges or billings include, but are not necessarily limited to: (i) the amount shown on the statement does not reflect the actual face value of the transaction, (ii) the transaction shown on the statement did not result from the use of the Card, or (iii) the statement reflects fees not properly accrued under this Agreement. We will investigate the disputed amount and determine whether the amount is properly payable by you. Until we complete our investigation and determine whether the disputed amount is properly payable by you, you will not be liable for the amount of the disputed transaction. However, the charge in question may remain on your statement, we may continue to charge you interest on that amount, and we may apply that amount against your credit limit.

You must handle any claim or defense for a purchase directly with the merchant that accepted or refused to accept your Card. 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 sales draft 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 have any responsibility or liability for doing so, whether or not we make any efforts in that regard.

**Cash Reward.** If cash reward is selected, it is paid quarterly as a statement credit to accounts in good standing. Cash reward is subject to being reduced if large utility payments or "Large Ticket" transactions are made since our Interchange from Visa is significantly reduced.

**Loan Application Certification.** Everything that I have stated in this application is correct to the best of my knowledge. You are authorized to check my employment history and ask questions about my credit experience. I understand this application is submitted to obtain credit. I authorize you to make inquiries (including requesting reports from credit agencies and other sources) in evaluating my application and subsequently in connection with any extension of credit, update, renewal, or collection of my account or for any other legal purpose, and release information to others about our credit history with you. I understand that you will retain this application and it will remain your property whether this application is approved or not.

**CERTIFICATION AND SIGNATURES**

Everything that I have stated in this application is correct to the best of my knowledge. You are authorized to check my employment history and ask questions about my credit experience. I understand this application is submitted to obtain credit. I authorize you to make inquiries (including requesting reports from credit agencies and other sources) in evaluating my application and subsequently in connection with any extension of credit, update, renewal, or collection of my account or for any other legal purpose, and release information to others about our credit history with you. I understand that you will retain this application and it will remain your property whether this application is approved or not.

_____	_____
Authorized Company Signature	Date
_____	_____
Printed Name	Title

I have reviewed and understand the disclosures

_____	_____
Guarantor #1 Signature	Date
_____	
Printed Name	

_____	_____
Guarantor #2 Signature	Date
_____	
Printed Name	

_____	_____
Guarantor #3 Signature	Date
_____	
Printed Name	

Please email signed and completed form to [Treasury@VeritexBank.com](mailto:Treasury@VeritexBank.com)