



SECURITY BANKCARD CENTER, INC.

Corporate VISA® Card Agreement Disclosure Statement

This is the Corporate VISA® Card Agreement ("Agreement") under which ARVEST BANK, Fayetteville, Arkansas, (hereinafter called "Issuer"), will issue to the company that agreed to the terms of this Agreement by its execution of the related Application (hereinafter called "Company" or "You") certain VISA® credit cards ("Card" or "Cards") for use by Company's employees in the course of Company's business. The Credit Card(s) is/are issued by us through our processing subsidiary, Security BankCard Center, Inc., an Oklahoma corporation, even if the name of another bank appears on the Card(s).

Issuer offers a corporate credit card program in which Company desires to participate.

Company has designated in writing the employees authorized to use the Cards and may designate additional authorized employees in the future (collectively, the "Employees").

In consideration of Issuer issuing these Cards, Company and Issuer agree to the following terms and conditions:

1. Use of Cards. A Card may be used to make purchases ("Purchases") from merchants honoring the Card. If requested by Company, loans ("Cash Advances") may be obtained from any financial institution honoring the Card. Company hereby represents that it will use the Card only for business purposes and that its Employees have agreed to use the Card for business purposes only. Company shall be solely responsible for ensuring its Employees' proper use of the Card. Issuer will not be responsible for any merchant's or financial institution's failure or refusal to honor a Card. Company shall return the Card(s) to Issuer immediately upon Issuer's request.

2. Credit Limit and Account. Issuer has established an individual account for each Employee and will establish additional Employee accounts upon proper written authorization from Company, which accounts may be billed individually or as part of a central bill to Company ("Account" or "Accounts"). The Accounts will be charged for Purchases, Cash Advances, Finance Charges, Delinquency Fees and Other Charges, and will be credited for payments and other credits. Issuer has established an aggregate credit limit ("Aggregate Limit") for the Company.

Company has also assigned individual Employee credit limits ("Individual Limits") for each of the Accounts. The Employees have agreed that they will not exceed their Individual Limits. The total Purchases, Cash Advances, Finance Charges, and Other Charges outstanding at any one time may not exceed the applicable Individual Limits or the Company's Aggregate Limit. Issuer may, however, in its sole discretion, honor charges in excess of the Employees' Individual Limits or the Company's Aggregate Limit, and this Agreement shall apply to such excess. In such event, Company agrees to pay, on the earlier of demand or the Payment Due Date (as hereinafter defined), all credit extended in excess of the Employees' Individual Limits or the Company's Aggregate Limit. If Company exceeds its Aggregate Limit or an Employee exceeds his Individual Limit, Company agrees to pay an Over Limit Charge, as hereinafter specified.

3. Promise to Pay. Company promises to pay Issuer, at its designated address, all Purchases and Cash Advances charged to the Accounts, plus interest ("Finance Charge") on such Purchases and Cash Advances and any other amounts due, all in U.S. Dollars and in accordance with the terms of this Agreement. To avoid being in default, Company must pay Issuer at least the minimum payment ("Minimum Payment") shown on the monthly statement for each Account by the Payment Due Date (as hereinafter defined). The Minimum Payment for each Account is calculated for each monthly billing period and will be \$15 or 3% of the New Balance shown on the monthly statement, whichever is greater. If any Other Charges (as those fees are described below) have been posted to the Account(s), the applicable fees, as the case may be, will be included in the New Balance for purposes of calculating the normal Minimum Payment. If there are any amounts shown past due ("Past Due") on the monthly statement, the Minimum Payment will include the amount determined by the normal Minimum Payment calculation plus the Past Due amount. However, if the New Balance is less than \$15, the payment to be made is the balance owed. Company must pay at least the Minimum Payment by the payment due date shown on the monthly statement ("Payment Due Date"), which is 25 days after the closing date shown on the monthly statement. Company agrees to pay a delinquency fee ("Delinquency Fee") if Company does not pay at least the Minimum Payment on or within ten (10) days after the

Payment Due Date. If Company is sent a central bill, that bill will reflect an aggregate Minimum Payment for all of the Accounts.

4. Finance Charge for Purchases. If Company pays the New Balance shown on each statement in full by the Payment Due Date no Finance Charge will be imposed on Purchases. If Company does not pay the New Balance in full by the Payment Due Date, a Finance Charge will be imposed and determined by multiplying the average daily balance subject to Finance Charge by the "Periodic Rate" defined below.

5. Finance Charge for Cash Advances. Company shall pay a Finance Charge on all Cash Advances from the transaction date or the first day of the billing cycle, whichever is later, to the day the full payment is posted to the Account. If Company pays the Cash Advance balance in full, Finance Charges that Company owes for the period from the last cycle closing date to the date payment is credited will appear on the next monthly statement. The Finance Charge on Cash Advances will be determined by multiplying the average daily balance subject to Finance Charge for Cash Advances by the "Periodic Rate" defined below.

6. Periodic Rate. Unless an introductory rate is in effect, the **ANNUAL PERCENTAGE RATE** may vary. We will determine monthly your variable **ANNUAL PERCENTAGE RATE** for purchases, cash advances, and balance transfers by adding 6.99% for VISA Corporate Elite accounts or 10.99% for VISA Corporate Premier accounts to the highest U.S. Prime Rate published in *The Wall Street Journal* on the 10th day (or prior business day) of the prior month. If *The Wall Street Journal* ceases publication or to publish the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar referenced rate at our sole discretion. The **ANNUAL PERCENTAGE RATE** shall in no event exceed 21% per annum. If there is a change in the **ANNUAL PERCENTAGE RATE**, that change will be effective on the first day of your next billing cycle. By way of example, the **ANNUAL PERCENTAGE RATE** that would have applied as of the June 2009 billing date is 10.24% for VISA Corporate Elite accounts and 14.24% for VISA Corporate Premier accounts which corresponds to a Periodic Rate of .08533% and 1.1867%, respectively. The Periodic Rate is the applicable **ANNUAL PERCENTAGE RATE** divided by 12.

7. Application of Payments. All payments, if received prior to 4:00 p.m. Central Standard Time, shall be considered made on the date received at the payment address, as shown on your Monthly Statement. If payment is received after 4:00 p.m. Central Standard Time on any date, payment will be deemed to have been received the following banking day. If the payment due date falls on Saturday, Sunday or a holiday, the payment needs to be in our office the previous banking day. If payment is made at any location other than the designated address, credit for such payment may be delayed up to 5 days. All payments shall be generally applied to your account for payment of the following items in the following order:

- a. Cash Finance Charge
- b. Purchase Finance Charge
- c. Miscellaneous Charges
- d. Old Cash Balance
- e. Old Purchase Balance
- f. Current Cash Advances
- g. Current Purchases

However, we reserve the right to apply payments in any manner we choose.

If you make an overpayment, we will credit the excess to your account unless you request that we send you a check for the amount of the overpayment.

Although credit for payments will not be affected, Issuer may, in its sole discretion, delay increasing your available credit balance for up to 7 days following receipt of payment.

8. Other Charges. In addition to the charges specified above, Company agrees to pay the following charges which will be added to the Accounts (the "Other Charges"): (a) Annual Fee: None; (b) Returned Check Fee of Twenty Nine Dollars (\$29) each a time a check, an automatic deduction from your account with a designated financial institution, or some other form of electronic payment is returned unpaid; (c) an Over Limit Charge of Twenty Nine Dollars (\$29) per Account in the event Company exceeds its Aggregate Limit or, in the event of an Employee paying an Account directly, the Employee exceeds his Individual Limit; (d) a Delinquency Fee of Twenty Nine Dollars (\$29) per Account in the event Company, or any Employee paying an Account directly, fails to pay Issuer the Minimum Payment by the 10th day after the Payment Due Date; and

(over please)



(e) a Cash Advance Fee of 4% of the amount advanced, subject to a minimum of \$4.00, each time cash is advanced.

9. Monthly Statements. At Company's option, Issuer will send to Company a central bill at the end of each billing period selected by Issuer setting forth the payment(s) due Issuer and other information on all of the Accounts. If Company does not request a central bill, each Employee will receive a monthly statement for the Account assigned to that Employee. Company agrees to examine each billing statement immediately upon receipt and to report any inaccuracies in debits, credits or computations to Issuer in writing within sixty (60) days of the billing date.

10. Company Responsibility. Company will be legally obligated to pay for Purchases, Cash Advances and all Other Charges incurred by its Employees. Subject to applicable law, Company will be liable and obligated to pay for all Purchases and Cash Advances made by use of the Cards, whether or not such use was authorized and whether or not there was actual, implied or apparent authority for such use. Company will be liable for all amounts incurred (whether billed or unbilled) prior to the time that (a) Company has contacted Issuer verbally (and confirms such verbal notification in writing within five (5) business days) advising Issuer that an Employee is no longer authorized to use the Card, AND (b) Company takes possession of the Card issued to such Employee and returns it to Issuer.

11. Restrictions on Use of Expired or Revoked Credit Card(s). Company must not use or permit others to use the Card after it has expired or been canceled or revoked. Company agrees to surrender any expired, canceled or revoked Card upon Issuer demand or upon demand of any person or financial institution to whom Company has presented the Card.

12. Unauthorized Use, Lost and Stolen Cards. Company agrees to notify Issuer in writing if the Card is lost or stolen or if Company suspects it is being used without Company's permission. Telephoning Issuer at 1-800-356-8085, will reduce the chances of a loss. Written notice should be sent to Issuer c/o Security BankCard Center, Inc. at P.O. Box 6139, Norman, Oklahoma 73070.

13. Liability for Unauthorized Use. Notwithstanding the provisions of Section 10 of this Agreement, Company will not be liable for any unauthorized use of the Cards that occurs after Company notifies Issuer at P.O. Box 6139, Norman, Oklahoma 73070 (1-800-356-8085), orally or in writing, of the loss, theft or possible unauthorized use. For the purposes of this Agreement, unauthorized use means the use of the Cards for which Company receives no benefit by persons other than those persons who Company advises Issuer in writing are authorized to use the Cards. Company agrees that usage of Cards by Employees holding valid Cards are with either actual, implied or apparent authority.

14. Default. The entire indebtedness due to Issuer under this Agreement shall, at Issuer's option, without notice or demand, be immediately due and payable upon the occurrence of any of the following events: (a) Company's failure to pay when due any amounts owing under this Agreement; (b) Company's failure to comply with any other terms and conditions of this Agreement; (c) Company's or any guarantor's insolvency or bankruptcy; (d) the death of the sole proprietor or partner of any partnership, if the Company is a sole proprietorship or partnership; (e) the appointment of a receiver for the Company's property; (f) the receipt of notice that any guarantor of the Company's obligations hereunder has withdrawn from future liability on the guaranty; or (g) Issuer deems itself insecure as to Company's ability to pay all sums due under this Agreement. Issuer, in addition to any rights available to it under applicable law, shall have the right to setoff without notice all moneys owed by Company to Issuer against any of Company's or its guarantors' accounts maintained at Issuer. If an attorney is used to enforce or collect amounts due hereunder, Company shall be obligated to pay reasonable attorney's fees and any court costs due.

15. Change In Business. Company agrees to provide Issuer sixty (60) days' prior written notice of its intent to (a) transfer or sell any substantial part (10% or more) of its total stock or assets and/or liquidate; or (b) change the basic nature of its business. Notice shall be sent to Security BankCard Center, Inc., P.O. Box 6139, Norman, Oklahoma 73070.

16. Credit Information. Company agrees to furnish Issuer with annual financial statements and other information from time to time (a minimum of at least once a year) at Issuer's request. Company will notify Issuer in writing of any material change in its financial condition. Company authorizes Issuer to furnish information concerning Company's performance under this Agreement to third parties, including credit reporting agencies and Issuer's affiliates.

17. Rights; Delay in Enforcement. Each right granted to Issuer by this Agreement or by law shall be cumulative and not exclusive, and Issuer may exercise each such right from time to time as necessary. Failure or delay of Issuer to enforce any provision of this Agreement shall not be deemed a waiver of such provision, and Issuer is not stopped from enforcing any such provision at a later time. Any waivers hereof must be in writing and signed by Issuer. Acceptance of any payments shall not waive or affect any prior demand or acceleration of the liabilities. Issuer may release any party to this Agreement without notice to any co-makers, sureties, guarantors, or assigns, and without affecting the liability of any party hereto. Issuer may sue one or more of the parties hereto without suing the others.

18. Consumer Disclosures. Company represents that the Cards and the related Accounts are to be used for business purposes only and acknowledges that consumer protection laws and regulations, including, without limitation, the Truth-in-Lending Act and Regulation Z, do not apply to this Agreement. Company understands that Issuer may furnish it with printed material utilized by Issuer in connection with consumer credit card accounts which are governed by agreements and provisions of law different from those applicable to this Agreement. Company agrees to be bound by the terms of this Agreement notwithstanding any language inconsistent with any provision hereof which may appear on any such printed material.

19. Foreign Exchange/Currency Conversion. If you use your Credit Card for purchases, cash advances and credits in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by one percent (1%). If the credit has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on your account.

You agree to accept the converted amount in U.S. dollars.

20. Illegal Transaction. A Card may not be used for any illegal transaction or purpose.

21. Amendment Notices and Termination. Issuer has the right to amend this Agreement at any time upon written notice to Company, subject to any applicable state or federal notice requirements. Any change in Account terms or amendments to this Agreement shall apply both to any Purchases or Cash Advances after the effective date of such change and to any unpaid balance on Account(s) on the effective date of such change. Any notices required to be given by Issuer to Company shall be deemed given when deposited in the U.S. mail, postage prepaid, addressed to Company at the address shown on Issuer's records. Company agrees to notify Issuer promptly of any changes in Company's address. Company may notify or contact Issuer for reasons other than making a payment or regarding a billing error at: Security BankCard Center, Inc., P.O. Box 6139, Norman, Oklahoma 73070. Issuer can accept changes of address from the U.S. Postal Service. Privileges granted hereunder can be terminated and/or limited at any time by Issuer, in its sole discretion, for any reason whatsoever, without prior notice; however, Issuer will attempt to notify Company promptly of any such termination or limitation. Any requests for Cash Advances or Purchases made or received by Issuer after termination or limitation may be returned to Company. On or before the effective date of termination, Company shall surrender to Issuer all Cards issued hereunder (cut in half for safety). Termination or limitation of privileges granted hereunder shall not affect Company's obligations to pay any amounts due Issuer or otherwise becoming due under this Agreement.

22. Assignment. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and to their respective successors and assigns. It is understood, however, that Company cannot assign its rights under the Agreement without the express written consent of Issuer. Issuer may transfer its rights and obligations under this Agreement and may sell or otherwise transfer amounts due or becoming due from Company hereunder in whole or in part at any time. In such event, this Agreement remains in full force and effect until such time (if any) that it is amended in accordance with Section 21 hereof.

23. Governing Law. This Agreement and all transactions hereunder will be governed by the laws and applicable regulations of the State of Oklahoma and the United States. Company will not be held liable for Finance Charges or other fees and charges greater than the maximum allowed by the law that applies.