



San Francisco Federal Credit Union

**Platinum Visa®
Business Credit Card Agreement**

DISCLOSURE STATEMENT
IMPORTANT DOCUMENT
PLEASE KEEP FOR YOUR RECORDS

To report a lost or stolen VISA Card
during business hours,
call the Credit Union directly
at 415.775.5377 or 800.852.7598

During non-business hours, call 888-333-6813



**SAN FRANCISCO
FEDERAL CREDIT UNION**

770 Golden Gate Ave, San Francisco, CA 94102

Your savings federally insured to at least \$250,000
and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency

Introduction: This San Francisco Federal Credit Union Platinum Visa Business Credit Card Agreement (“Agreement”) governs the use of your Credit Union Platinum Visa Business Credit Card Account (“Account”). In this Agreement, the words “you” and “your” mean (i) the business on whose behalf the related Business Credit Card Application or other written document (including an electronic record) that you signed or otherwise submitted for this Account (your “Application”) was submitted and (ii) each and every person who signed the Application. The words “we,” “us,” and “our” mean the Credit Union and its successor(s) and assign(s). The word “Card” refers to the Platinum Visa Business Credit Card that we issue to you or on your behalf. The use of your Account number to obtain advances will be considered a use of our Card. Your Application; the Platinum Visa Business Credit Card Approval Letter (“Letter”) received by you prior to this Agreement; your Card and the Card carrier that we send with your Card; your signature (including any electronic or digital signature) on any Application, sales slip, or other evidence of indebtedness on your Account; and any other documents required by us now or in the future in connection with this Agreement and your Account (such as any personal guarantees or security agreements) are hereby incorporated into and made a part of this Agreement. The word “Guarantor” means each person identified in your Application as a personal or corporate guarantor. You and we agree to the following terms and conditions:

Use of Account and Conduct of Business: You represent, warrant, and agree that this Account will be used solely for business and commercial purposes and not for any personal, family, or household purpose. You agree to comply with all laws, statutes, regulations, and ordinances pertaining to the conduct of your business and promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys’ fees), or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

Effective Date: The words “Effective Date” as used in this Agreement mean the date specified in your Letter. You understand and agree that we may postpone, without penalty, any advance under your Account until all required security interests have been perfected and we have received all required personal guarantees or other documentation.

Promise to Pay Obligation: You promise to pay us, or to our order, without defense or setoff, the outstanding principal balance of all advances, fees, and charges on your Account, together with interest thereon, plus any other sums due under this Agreement. Subject to any grace periods, interest will be calculated from the date of each advance or other transaction until repayment in full. Each of you, if more than one, is jointly and severally liable on this Agreement. This means that we may require any of you to pay all amounts due under this Agreement, including credit advances made by any of you, even if it exceeds the authorized Credit Limit. Any one of you, on your request alone, may cancel your Account, request and receive advances, or take any other action regarding your Account. We may release or modify the obligations of any one or more of you (or any guarantor) from responsibility under this Agreement, and the other obligors will remain fully responsible hereunder.

Authorized Users: You may request additional Cards for authorized users. You must pay us for all Account Advances, fees, and charges made by or attributable to authorized users. You must pay us even if you did not intend to be responsible for those Account Advances, fees, or charges. You must notify us to withdraw any permission you gave to an authorized user to use your Account.

Credit Limit: This Agreement governs a line of credit for a maximum total dollar amount (including, without limitation, principal, interest, fees, and charges) up to the dollar amount disclosed from time to time as your Credit Limit, shown initially on the Letter and thereafter on your Statement. You agree not to request any advance that will make your Account balance exceed your Credit Limit. If you exceed your Credit Limit, you agree to repay immediately the amount by which the balance of your Account exceeds your Credit Limit, even if we have not yet billed you for such amount. We may refuse to authorize or accept any request for an advance (including any Check) that would cause you to exceed your Credit Limit. Our payment of any amount in excess of your Credit Limit will not constitute an increase in your Credit Limit. We may reduce or increase your Credit Limit at any time and will notify you accordingly by Statement or otherwise.

Late Fee: We will charge a Late Fee as set forth on our Schedule of Fees and Charges with respect to any monthly Billing Cycle as a late payment charge on the minimum payment due that is not paid by the payment due date.

Dishonored Payment Instrument Fee: We will charge a Dishonored Payment Instrument Fee as set forth on our Schedule of Fees and Charges with respect to any payment item we receive that cannot be paid and/ or must be returned for insufficient funds.

Card Replacement Fee: We will charge a Card Replacement Fee as set forth on our Schedule of Fees and Charges if we issue a replacement for a previously-issued card at your request.

Additional Card Fee: There is no charge if you request that we issue a card (other than a replacement card) to your authorized user(s).

Research Fee: We will charge a Research Fee as set forth on our Schedule of Fees and Charges to conduct research on your account, except in the event of a billing error dispute in which case the Research Fee will not be charged.

Billing Statement Copy: We will charge a Billing Statement Copy Fee as set forth on our Schedule of Fees and Charges in the event you request a copy of any Billing Statement, except in the event of a billing error dispute in which case the Billing Statement Copy Fee will not be charged.

VISA Check Copy Fee: You may request up to two (2) free VISA Check copies per month; we will charge a VISA Check Copy Fee as set forth on our Schedule of Fees and Charges per copy thereafter.

Using the Card/Account: To make a purchase or obtain a cash advance, there are two (2) alternative procedures to be followed. One is for you to present the Card or Card number to a participating Visa plan merchant or to us or to another financial institution, and sign or authorize a sales or cash advance draft. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the Visa system. You authorize and direct us to accept requests by telephone for advances to be transferred to your Business Checking Account with us or other permitted deposit account, provided that you (or an Authorized User) identify yourself to our satisfaction when requesting such an advance. Each telephone transfer request may take up to three (3) business days to process. All Checks written on your Account and other advance requests must be in U.S. Dollars. Advances may be requested by an Authorized User specifically authorized and designated by you for such purpose. You agree to indemnify and hold us harmless, for, from, and against any damages, liabilities, costs, expenses (including attorneys' fees), or other harm arising out of any claim by you or any third party against us in connection with our performance of transfers as described above. This indemnity will survive termination of your Account and this Agreement.

ExpressLine or Online Banking Advances. You may request Cash Advances on your Account by using our ExpressLine audio response system or Online Banking PC home banking system in the form of either (a) a deposit to a Credit Union share or share draft account of yours that you designate, or (b) a check made payable to the business name on the account and mailed to you at the address in our records. Use of ExpressLine or Online Banking is also subject to the Electronic Funds Transfer Agreement and Disclosure included in your Credit Union Business Membership Account Agreement.

INTERNATIONAL TRANSACTION: For international multi-currency transactions. (1) The exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be either (a) a rate selected by VISA from the range of rates available in the wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or (b) the government-mandated rate in effect for the applicable central processing date and (2) VISA will add a 1% International Service Assessment (ISA) to the transaction amount, and the Credit Union will pass this fee on to you. For international single currency transactions processed in U.S. Dollars, VISA will add a 0.80% ISA fee to the transaction amount, and the Credit Union will pass this fee on to you.

Impermissible Transactions: Your Card and/or Account may not be used directly or indirectly for: (1) any illegal activity or transaction; or (2) any gambling, gaming, betting, or similar activity or transaction. Further, you may not utilize your Card and/or Account for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

Electronic Fund Transfer: In the event a use of the Card or the Account number of the Card constitutes an electronic fund transfer, the terms and conditions of our Business Membership Account Agreement shall govern such transactions to the extent the Business Membership Account Agreement expands or amends this Agreement.

Prepayment and Irregular Payments: Though you need only pay the minimum payment due, you have the right to repay your Account balance at any time without penalty. You will only be charged interest to the date you repay your entire Account balance. You may make larger payments without penalty and this may reduce the total amount of interest that you will repay. If you pay more than the minimum payment due in any month and there is still a balance due, you must continue to make minimum payments in future months. Any partial payment of your Account balance will not advance your next payment due date(s). Any payment that (a) delays or (b) accelerates the repayment of your Account balance will (a) increase or (b) decrease your monthly periodic finance charges.

Limitations on Your Ability to Obtain Advances: We will have no obligation to advance funds under your Account if: (i) you fail to make any payment when due; (ii) you or any guarantor is (or would be if we honored your request) in default under or otherwise in violation of the terms of your Account, this Agreement, or any other agreement that you or any guarantor have with us or any of our affiliates; (iii) any guarantor seeks, claims, or otherwise attempts to limit, modify, or revoke such guarantor's guarantee of your Account or any other credit extension with us or any of our affiliates (whether made to you or to any other party); (iv) you have applied funds provided pursuant to the Account for purposes other than those permitted under the Agreement or authorized by us; (v) your Credit Limit has been or would be exceeded; (vi) your Check is post-dated, (vii) your Card, Check, PIN, or other access device has been reported lost or stolen; (viii) your Purchase, Cash Advance, and/or Check is not signed by an "Authorized User;" (ix) your request is less than the minimum amount required by this Agreement or otherwise is not permitted under the terms of the Agreement; or (x) we receive conflicting demands from any of you. If we honor any request for an advance under these conditions, then you must repay any such advance with interest in accordance with the terms of this Agreement, subject to applicable law. You hereby authorize us, in our sole discretion, to pay any post-dated Check and agree to hold us harmless against any and all liability arising from the payment of any such post-dated Check. If we receive conflicting demands or instructions

from any of you, then we may, at our option, refuse to make any advance that has not been requested by all of you together. Our liability, if any, for wrongful dishonor of a request for an advance is limited solely to your actual damages. You hereby agree that if we dishonor a proper request for an advance for any reason as provided in the Agreement, it is not a wrongful dishonor. In no event will we be liable for any delay or refusal to follow instructions that occurs as a result of an actual or apparent conflict.

Additional Terms Regarding Advances (If Applicable): We will not be responsible for the failure or refusal of anyone to honor Cards, Checks, your PIN, or other access devices that we supply to you. If a merchant or others who honor your Card agree to give you a refund or adjustment in connection with a Purchase or Cash Advance, then you agree to accept a credit to your Account in lieu of a refund in cash or otherwise. You agree to return for statement verification a record and/or your copy of each sales draft, credit voucher, and cash advance draft, or automated teller machine receipt arising from an advance on your Account. We may choose not to return Checks along with your Statements.

Plan Merchant Disputes: We are not responsible for the refusal of any plan merchant or financial institution to honor the Account and/or Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50.00 and was made from a plan merchant in your state or within 100 miles of your current mailing address. Any other dispute you must resolve directly with the plan merchant.

Returns and Adjustments: Merchants and others who honor the Account and/or Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to the Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or, if it is \$1.00 or more, refund it on your written request or automatically after six (6) months.

Overdraft Protection: You may request a cash advance by writing a share draft or initiating any other type of payment (debit) transaction on your Credit Union Business Checking Account when you do not have sufficient available funds to cover the share draft or other payment transaction. The overdraft, up to your unused Credit Limit, will be added to the credit card Account balance under this Agreement as a cash advance if and when the Credit Union pays the share draft or other payment transaction. Overdraft Protection advances will be made in \$100 increments up to an amount sufficient to cover the overdraft. Overdraft protection advances from this Account will be available only if you have authorized such advances as an overdraft protection source in writing with us and you have sufficient available credit in this Account. We can refuse Overdraft Protection advances for the same reasons we may refuse to extend any other credit under this Agreement. No Overdraft Protection advance from this Account will be permitted if the share draft payment is being submitted to make a payment on a Credit Union loan or line of credit. Overdraft Protection advances will be treated as cash advances for purposes of interest calculation, and will be subject to the Cash Advance Fee specified in this Agreement as well as the share draft account Overdraft Protection Advance Fee specified in the Credit Union Schedule of Fees and Charges. The Cash Advance Fee will be added to the Account balance for this Account.

Access Device Termination: Any Cards, Checks, PINs, or other access devices that we supply to you must be returned to us or our agent immediately upon demand. If your Account is terminated for any reason, you must immediately follow our instructions for the return or destruction of all Cards, Checks, and any other access devices that may have been issued. Any use of any Cards, Checks, PINs, or other access devices following termination may be considered fraudulent. You will remain liable for any further use of Cards, Checks, PINs, or other access devices notwithstanding termination should we honor advances by means of such Cards, Checks, PINs, or other access devices.

Authorized User (If Applicable): The term "Authorized User" means: (i) in the case of a corporation, partnership, or limited liability entity, those individuals authorized and required to sign the Application; (ii) in the case of a sole proprietorship, the owner(s); or (iii) those other individuals designated in your Application as authorized to use Cards and obtain advances. Such Individuals must agree to execute other forms of signature identification as may be required by us.

Program Administrator: You agree that each individual that signed the Application (each an authorized "Program Administrator") will actively manage this Account and any services obtained in connection with this Agreement. You agree and acknowledge that we may rely on all directions and information we receive from each Program Administrator regarding the Account and any services obtained under this Agreement. The Program Administrator's responsibilities include the following: (i) making Authorized Users aware that advances from the Account are for business use only; (ii) ensuring timely payments; (iii) notifying us immediately, and confirming in writing within two (2) days, if an Authorized User's authority to generate advances on the Account has been or will be revoked (because of a termination of employment or for any other reason); (iv) using reasonable efforts to collect and dispose of Cards, Checks, PINs, and other access devices from Authorized Users when authority to generate advances are revoked; (v) providing to us, upon request, a statement as to whether or not an Authorized User has been reimbursed for advances from the Account; and (vi) at our request, notifying us of an Authorized User's last known address and telephone number.

Statements: If you have a balance owing on your Account or have any Account activity, we will send you a monthly billing statement (each a "Statement") covering activity during that billing period ("Billing Cycle"). It will show, among other things, the balance of your Account at the beginning of the Billing Cycle ("Previous Balance"), any new advances, accrued periodic interest owed and other charges, payments

made and other credits, and the balance outstanding on the closing date of the Billing Cycle (“New Balance”). Your Statement also will identify your Minimum Payment and the date it is due.

If you think your Statement is wrong, or if you need more information about a transaction on your Statement, write to us (on a separate sheet) at the address listed on your Statement or call us at (415)775-5377. In your letter, give us the following information:

- Your name and Account number;
- The dollar amount of the suspected error; and
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

After we receive your letter, we will investigate your question. Within 90 days we will either correct the error or send you a letter explaining why we believe your Statement was correct. We will provide you with photographic or other documentary evidence of each advance upon your reasonable request or upon proper written notice of a billing error.

Liability for Unauthorized Use: If you notice the loss or theft of your Card, Account number, Personal Identification Number (PIN), or a possible unauthorized use of your Card, Account number, or PIN write to us immediately at the address shown on your Statement. You can also call us at the number listed on your Statement. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.00. Your liability may be lower in cases of Visa Credit Card fraud in accordance with current Visa U.S.A., Inc. Operating Regulations and such liability may not apply when the Account and/or Card is used to make an electronic transfer.

PLATINUM VISA® REWARDS PROGRAM: Rewards (also known as “rebates”) are earned by making purchases with your San Francisco Federal Credit Union Platinum Visa® Business Credit Card. You can earn a reward of one percent (1%) on purchases at locations throughout the world that accept Visa®. You may earn up to \$500 per year.

All rewards earned will be reflected in your billing statement each calendar quarter and will be automatically and annually redeemed every May 31st by applying the rewards as a deposit to your Business Share Account. Your rewards will not expire. Purchases returned for credit do not earn a reward, and your balance will be adjusted in the event that the purchase is returned or a credit adjustment is otherwise issued. Your account must remain open and not be in default under this Agreement in order to earn and redeem rewards. Rewards are not earned on cash advances, balance transfers, fees, loan balances or finance charges. All rewards that have been accumulated, but have not yet been paid, will expire upon termination of your San Francisco Federal Credit Union Platinum Visa® Business account, whether terminated by you or us.

The Credit Union reserves the rights to cancel, terminate or otherwise change the terms of the San Francisco FCU Platinum Visa® Rewards Program at any time. The Credit Union reserves the right to interpret and apply the policies and procedures relating to the Platinum Visa® Rewards Program. All such determinations by us shall be final and conclusive in each case. We may take appropriate administrative or legal action, including the cancellation of your account, in the event of any fraud or abuse in connection with the San Francisco FCU Platinum Visa® Rewards Program. We are not responsible for reward-related disputes between you, any joint account holders and/or authorized users.

Account Records: The unpaid principal balance owing on your Account at any time may be evidenced by a record of the Account in which we will make entries for each advance and such other debits and credits as will be appropriate in connection with your Account, or by our internal records, including daily computer reports. All such entries by us will be conclusive evidence of the amount owed absent manifest error. You agree that we may make adjustments to your Account from time to time as required to reflect corrections, such as if advances or credits are posted to the wrong account or in the wrong amount.

Finance Charges: The finance charge for a Billing Cycle will be the sum of three (3) components:

1. **Cash Advance Fee:** The first (1st) component of the finance charge is the cash advance fee. Cash advance transactions are subject to a cash advance fee as set forth in the Letter for each advance that is posted to the Account during the Billing Cycle. The minimum and maximum cash advance fees are also set forth in the Letter.
2. **Balance Transfer Fee:** The second (2nd) component of the finance charge is the balance transfer fee. Balance transfer transactions are subject to a balance transfer fee as set forth in the Letter for each balance transfer that is posted to the Account during the Billing Cycle. The minimum and maximum balance transfer fees are also set forth in the Letter.
3. **Monthly Periodic Finance Charges, Monthly Periodic Rates, and Annual Percentage Rates for Purchases, Balance Transfers, and Cash Advances:** The third (3rd) component of the finance charge is the Monthly Periodic Finance Charge for Purchases, Balance Transfers, and Cash Advances. The Monthly Periodic Rate used in calculating the Monthly Periodic Finance Charge for Purchases, Balance Transfers, and Cash Advances is based upon the Commercial Prime Rate as published in the Western Edition of The Wall Street Journal (the “Index”). The standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances is determined by adding the “Margin” for Purchases, Balance Transfers, and Cash Advances set forth on the enclosed Letter to the Index in

effect on the last publication date of the calendar month that ends within that billing cycle. The initial Monthly Periodic Rate for Purchases, Balance Transfers, and Cash Advances in effect as of the date of this Agreement is set forth on the enclosed Letter (the corresponding initial Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances in effect as of the date of this Agreement is set forth on the enclosed Letter). If your Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances is “discounted,” it will not be based upon the Index and Margin used to make later adjustments. Instead, your discounted Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances will be disclosed to you along with the corresponding Monthly Periodic Rate, the time for which the discounted rate will be in effect, and the standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances that will apply after the discount period expires determined in accordance with the formula set forth below. If the discount is an introductory rate discount, we will also disclose to you the standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances that would have otherwise applied to this Account determined in accordance with the formula set forth below. After the discount period ends, your standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances will be determined by adding the Margin set forth in the enclosed Letter to the Index in effect as of each Adjustment Date.

Except during any discount period, your standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances may increase or decrease every month. Any such change will be based on an increase or decrease in the Index as set forth below. In the event that the Prime Rate ceases to be published, changes in the standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances will be related to a comparable Index as permitted under the Change in Terms paragraph herein. We may waive an increase in the Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances when such an increase can be made, but such a waiver shall not be construed as a waiver of our right to increase the Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances at a future date when entitled to do so.

Except during any discount period, your standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances is subject to change monthly on the billing closing date. These dates shall be known as “Adjustment Dates.” For example, the Index in effect on the last Index publication date in January shall be used to calculate the change in the standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances effective on the billing closing date in February of the same year. All other Adjustment Date rate changes will follow the same pattern, except that the Index in effect on the last Index publication date of December shall be used to calculate the change in the standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances effective on the billing closing date in January of the following year.

Except during any discount period, the maximum standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances during the term of this Agreement is 18.00%. There is no minimum standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances. Except as set forth in applicable law, there are no annual or other limitations on changes in the standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances during the term of this Agreement. Decreases in the standard variable Annual

Percentage Rate for Purchases, Balance Transfers, and Cash Advances in accordance with the terms of this Agreement are mandatory. Increases in the standard variable Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances in accordance with the terms of this Agreement are at our discretion. Any increase or decrease in the Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances will result in changes in the amount of the payments required to repay the Account balance.

The Monthly Periodic Rate for Purchases, Balance Transfers, and Cash Advances is determined by dividing the Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances by 12 and will change when the Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances changes.

How to Compute the Purchase, Balance Transfer, and Cash Advance Balance Upon Which Finance Charges Are Assessed: We use the Average Daily Balance Method (including current transactions). We will figure the interest charge for purchases, balance transfers, and cash advances on your Account by applying the Annual Percentage Rate for purchases, balance transfers, and cash advances to the Average Daily Balance of Purchases, Balance Transfers, and Cash Advances, and then dividing by 12. To get the “Average Daily Balance of Purchases, Balance Transfers, and Cash Advances” we will take the beginning purchases, balance transfers, and cash advances balance of your Account each day, add any new purchases, balance transfers, and cash advances and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the Daily Balance of Purchases, Balance Transfers, and Cash Advances. Then, we will add up all the Daily Balances of Purchases, Balance Transfers, and Cash Advances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the “Average Daily Balance of Purchases, Balance Transfers, and Cash Advances.”

You have a 25-day grace period from the close of the Statement period to pay the new balance of purchases without incurring additional finance charges. Finance charges on balance transfers and cash advances begin to accrue on the date the balance transfer or cash advance is posted to the Account. This means that there is no grace period for balance transfers or cash advances.

Minimum Payment: Every month, you must pay at least the minimum payment due by the payment due date shown on your Statement. By separate agreement, you may authorize us to automatically transfer the minimum payment due from your Business Checking Account with us. You may pay more frequently, pay more, or pay the new balance in full, and you will reduce your periodic finance charges by doing so. The minimum payment due will be either: (a) 3.00% of your new balance or \$20.00 whichever is greater; or (b) your new balance, if it is less than \$20.00. In addition, you must pay any amount on your Statement listed as past due, overlimit, and Late Fee.

Payments: You agree to send payments on your Account, postage paid, to the payment address indicated on your Statement or as otherwise permitted or instructed by us. All payments must be made in good funds by check, money order, wire transfer, automatic transfer from your Business Checking account with us, or other instrument in U.S. Dollars. You will allow one (1) business day for payments to be reflected in your available balance with Visa. Unless otherwise agreed or required by applicable law, we will apply payments to your Account in the following order: (a) unpaid fees and charges, if any; (b) unpaid periodic finance charges due on purchases, balance transfers, and cash advances; (c) outstanding principal balances of purchases, balance transfers, and cash advances previously billed; and (d) current purchases, balance transfers, and cash advances. However, any portion of my payment in excess of the required minimum payment will be applied first to the balance subject to the highest Annual Percentage Rate and any remaining portion will be applied to the other balances in descending order based upon the applicable Annual Percentage Rate. If two or more transactions are posted on the same day, my payment will be applied first to the smaller of them.

Payments by Automatic Transfer: If you request payment by automatic transfer, you understand and agree that no payment can or will be made if there are insufficient or uncollected funds in the designated account from which the scheduled payment was to be made. Should this event occur, you understand and agree that you will not be released from making the payment. Any automatic transfer you have requested will remain in effect until you cancel it in writing or the Account balance is paid in full. We may cancel this service at our discretion.

Payments Marked "Payment in Full": We may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any rights under this Agreement. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by an authorized representative.

Default: You may be considered to be in default if: (a) you do not pay on time or in the proper amount; (b) you fail to adhere to any of the terms of this Agreement; (c) any representation or statement made or furnished to us by you or on your behalf is false or misleading either now or at the time made or furnished; (d) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (e) you liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (f) you sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign, or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (g) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (h) any guaranty of your indebtedness to us, whether related or unrelated to your Account, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty; or any financial information provided by any guarantor is false or misleading; (i) you or any guarantor (whether on your Account or any unrelated amount owed to us by you) dies; if you are a sole proprietorship, the owner dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or 10.00% or greater shareholder dies; if you are a limited liability company, any managing member dies; if you are any other form of business entity, any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (j) any creditor tries to take any of your property on or in which we have a lien or security interest, whether related or unrelated to your Account, including a garnishment of any of your accounts with us; (k) a judgment or judgments is entered against you or any guarantor(s) (whether on your Account or any unrelated amount owed to us by you) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (l) an involuntary lien or liens is attached to any of your or any guarantor's assets or property (whether on your Account or any unrelated amount owed by you to us) and not satisfied within thirty (30) days or stayed pending appeal; (m) an adverse change occurs in your financial condition or applicable credit histories; (n) we, in good faith, deem you insecure; (o) you are in default under any agreement for borrowed money or any other material contract; or (p) any of the events described in this default section occurs with respect to any guarantor.

Our Rights Upon Default: Upon default, the entire unpaid principal balance of your Account and all accrued and unpaid interest thereon and all other sums owing, less any unearned refundable charges and subject to legal limits, will be immediately due and payable and you will immediately pay that amount and we may, but are not required to, immediately terminate or suspend making advances or otherwise extending any further credit to you under this Agreement. We may hire or pay someone else to help collect your Account if you do not pay. You will pay us any collection costs incurred by us. This includes, subject to any limits under applicable law, our attorneys' fees and our legal expenses, including attorneys' fees and legal expenses for bankruptcy proceedings, civil actions, arbitration proceedings, declaratory

Oactions, or other filings or proceedings, declaratory efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. You will also pay any court costs, in addition to all other sums provided or allowed by law.

Termination (Other Than By Default): Upon written notice (“Termination Notice”) to you, we may terminate your Account and demand full payment for all advances there under, together with accrued interest thereon and all other amounts owing under the Account, less any unearned refundable charges and subject to legal limits. If we do so, we will not allow any further advances to you under this Agreement, and you agree to return or destroy any Cards or other access devices immediately. If a request for an advance is presented to us for payment after we terminate your Account and we process it for payment or you otherwise obtain an advance, you agree that we may add the amount of that advance to your outstanding Account balance. If we terminate your Account, you will remain liable for all obligations under this Agreement. You may terminate your Account at any time by: (i) paying us in full the outstanding and unpaid principal balance plus accrued interest thereon, and all other sums due less any unearned charges and subject to Legal limits; (ii) notifying us in writing that you are terminating your Account; and (iii) immediately returning or destroying all Cards, Checks, or other access devices.

Pledge of Shares: If you have signed a separate Pledge of Shares Agreement, you understand and agree that you are pledging, under the Uniform Commercial Code, shares now or in the future on deposit in your Business Checking Account up to your Credit Limit. You understand that you must, at all times, keep a sum equal to your Credit Limit on deposit in your Business Checking Account until you repay your entire Account balance and the Account is terminated. You understand and agree that this security interest will cover future purchases, balance transfers, and cash advances under this Agreement. If you default, we may apply these shares to repay your loan in accordance with federal or other law. You understand that your Annual Percentage Rate does not take into account the amount pledged in your Business Checking Account.

Lien on Shares: If you are in default, we may apply all shares (except IRA accounts and Health Savings Accounts) then on deposit with us to repay your Account balance in accordance with the Federal Credit Union Act and our Bylaws.

Collateral Requirement: If we require collateral for your Account, you agree to execute a security agreement and other documents that we deem reasonably necessary to perfect the security interest in the collateral. You authorize us to file financing statements naming you as debtor and describing the collateral.

Insurance Requirements: You may be required to obtain insurance acceptable to us on any physical collateral securing your Account. If required, you may obtain insurance through a company of your choice that is satisfactory to us. Subject to applicable law, if you fail to obtain or maintain the required insurance we may purchase insurance to protect our own interest and add the premium to your Account balance and/or declare your Account to be in default.

Financial Information and Reevaluation of Credit: You and each guarantor (if any) authorize us to obtain business and personal credit bureau reports in your and any guarantor’s name, respectively, at any time and from time to time. You and each guarantor (if any) agree to submit current financial information, a new credit application, or both, in your name and in the name of each guarantor, respectively, at any time promptly upon our request. Based on our review of this information, we may at any time and from time to time, at our sole discretion and subject to any applicable notice requirements, increase or decrease your Credit Limit, increase or decrease your Margin and interest rate, or terminate this Agreement, as permitted by applicable law. We may report our credit experiences with you and any guarantor of your Account to third parties as permitted by law. You also agree that we may release information to comply with governmental reporting or legal process which we believe may be required, whether or not such is in fact required, or when necessary or helpful in completing a transaction, or when investigating a loss or potential loss. YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE CREDIT OBLIGATIONS HEREUNDER.

Guaranty: Each Guarantor jointly, severally, and unconditionally guarantees payment of, and agrees to pay to our order upon demand, all present and future obligations at any time outstanding under your Account pursuant to this Agreement or any extension, renewal, or modification hereof. The obligations under this guaranty are independent, and each Guarantor agrees as follows: (i) we may obtain consumer credit reports on and provide information to others regarding such Guarantor; (ii) such Guarantor will pay all our expenses, including our attorneys’ fees at trial or on appeal, that we incur in enforcing all obligations under this Agreement including this guaranty; and (iii) such Guarantor hereby grants us a security interest, in all deposit accounts that such Guarantor may maintain with us or any of our affiliates (excluding IRA, Keogh, SEP and certain trust accounts). This is a guaranty of payment and performance and not of collection. To the extent permitted by law, each Guarantor waives: (a) any right to require us to proceed against any other person associated with the Account; (b) any right to require us to proceed against or exhaust any security held by us at any time or to pursue any other remedy before proceeding against such Guarantor; (c) all notices of any kind or the lack of any notice, including, notice of any new or additional indebtedness, any modification of any obligation, or notice of any action or non-action on the part of you, us, any Guarantor or any other person; (d) any defense based upon an election of remedies by us; (e) any right or claim of right to cause a marshalling of your assets or any Guarantor; (f)

any invalidity, irregularity, or unenforceability, in whole or in part, of this Agreement; (g) any right or claim of right to agree to any modification of any obligation and any modifications of any of your obligations relating to this Account by operation of law or by action of any court, whether pursuant to the Bankruptcy Act, or to any other Federal or State debtor relief law; (h) any action, occurrence, event, or matter consented to by such Guarantor; and (i) the benefits of any statutory or other provision limiting the liability of a surety to the extent of any conflict between the foregoing waivers and any waivers contained in this Agreement, provided that the waiver in each instance most expansive and beneficial to us will be deemed to control.

Delay or Waiver of Enforcement: We may delay or waive the enforcement of any of our rights under this Agreement or applicable law, without losing the delayed or waived right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your Account for non-payment will not constitute any waiver of our right to terminate your Account in the future if you have not paid as required by this Agreement.

Notices: Except as otherwise provided in this Agreement, mail notice under this Agreement must be in writing. Notices will be deemed given when deposited in the U.S. mail, postage prepaid, first class mail, when delivered in person, or when sent by registered mail, by certified mail, or by nationally-recognized overnight courier. Notice to you will be sent to your last known address in our records for this Account, attention: Program Administrator.

Notice to any of you will be deemed notice to all of you. Notice to us may be sent to: San Francisco Federal Credit Union, 770 Golden Gate Avenue, San Francisco, CA 94102. You agree to notify us immediately if you change your name, your address, other contact information, or your employer; if there are any errors in your Statement; if you lose any access device or any access service or device is compromised; or if any unauthorized person uses your Account or if any of you dies, is declared incompetent, or is the subject of a bankruptcy or insolvency proceeding. You agree that a notice of incompetence is not effective unless issued by a court having jurisdiction and we receive notice and instruction from the court. Notwithstanding the above, we may, at our option, accept other evidence of incompetence acceptable to us, and you agree to indemnify and hold us harmless from and against any and all claims relating to acceptance or non- acceptance of proof of incompetence in any transaction. This indemnity will survive termination of your Account and this Agreement.

Waiver of Notices and Other Terms: Except for any notices provided for in this Agreement, you and any person who has obligations pursuant to this Agreement (e.g., a guarantor), to the extent not prohibited by applicable law, hereby waives demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, protest, notice of dishonor, and notice of protest. To the extent permitted by applicable law, you and any person who has obligations pursuant to this Agreement also agree that (1) we are not required to file suit, show diligence in collection against you or any person who has obligations pursuant to this Agreement, or proceed against any collateral; (2) we may, but will not be obligated to, substitute, exchange or release any collateral; (3) we may release any collateral, or fail to realize upon or perfect our security interest in any collateral; (4) we may, but will not be obligated to, sue one or more persons without joining or suing others; and (5) we may modify, renew, or extend this Agreement (repeatedly and for any length of time without notice to or approval by any person who has obligations pursuant to this Agreement (other than the party with whom the modification, renewal, or extension is made)).

Tax Consequences: You understand that neither we, nor any of our employees or representatives, make any representation or warranty whatsoever concerning the tax consequences of your establishing and using your Account, including the deductibility of interest and that neither we, nor any of our employees or representatives will be liable in the event interest on your Account is not deductible. You should consult your own tax advisor for guidance on this subject.

Transfer and Assignment: Without prior notice or approval by you, we reserve the right to sell or transfer all or any portion of our interest in this Agreement to another lender, entity, or person. Your rights and obligations under this Agreement belong solely to you and may not be transferred or assigned by you. Your obligations however, are nonetheless binding upon you and your heirs, legal representative, successors, and assigns.

Governing Law: This Agreement is entered into and will be performed in California and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree to submit to the personal jurisdiction of the courts of the State of California.

Interpretation: The names given to paragraphs or sections in the Agreement are for convenience of reference only. They are not to be used to interpret or define the provisions of this Agreement. This Agreement is the best evidence of your agreement with us. If a court responsible for interpreting the Agreement finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of the Agreement will not be valid and enforced and, to the extent permitted by law, the rest of the Agreements are therefore binding, valid, and enforceable. If you or we go to court or otherwise seek to enforce the Agreement, we may, to the extent permitted by law, use a copy, filmed or electronic, of any periodic statement, this Agreement, or any other document to prove what you owe us or that a transaction has taken place. The copy or the microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a manifest billing error, our most current Statement, if any, is the best evidence of your obligation to pay.

Future Service: The Application for this Account also serves as a request to receive offers of any related new services (such as access devices) which may be available from us at some future time and for which we consider you to be eligible in our sole discretion, reasonably exercised. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement, together with any specific terms covering the new service, will govern any transactions made pursuant to any of these new services.

Change In Terms: We may change any of the terms of your Account at any time (including, without limitation, any terms of this Agreement) subject to any required notice to you in compliance with applicable law. We will provide you with such notice as is required by law by mailing such notice to you at the last known address shown in our records for your Account, attention: Program Administrator. Subject to applicable law, and provided that we do not notify you otherwise, any changes will apply to the outstanding principal balances of your Account as well as to future advances.

Monitoring, Recording and Electronic Communications: In order to ensure a high quality of service for our cardholders, we may monitor and/or record telephone calls between you and our employees. You acknowledge that we may do so and agree in advance to any such monitoring or recording of telephone calls. You also agree that we may communicate with you electronically by email.

NOTICE: THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

Acknowledgment: You acknowledge having read and understood all the provisions of this Agreement. You agree to the terms of this Agreement, unless we are notified otherwise in writing prior to the first advance that includes your signature or the signature of an Authorized User or any use of your Card (by you or an Authorized User), whichever occurs first. You agree to sign and, if appropriate, have Authorized Users sign, in the space provided for authorized signatures on your Card, prior to any use of your Card.

Signatures: Your signature (including any electronic or digital signature) on any Application, or any other document required by us in connection with this Agreement and your Account (such as any personal guarantees or security agreements), is hereby incorporated into and made a part of this Agreement.

Membership Requirement: You understand and agree that the business must be and remain a member in good standing with us to be eligible for continuing Account and/or Card privileges including future purchases and advances. You understand and agree that we may suspend the Account and/or Card privileges during any period in which the business does not maintain its membership with us.

Surrender of Card(s): The Card(s) remains our property and, if we request, you must surrender to us all Card(s) we have issued on the Account.

ADDITIONAL TERMS APPLICABLE TO VISA CHECKS

Check Uses: You can use the Visa Convenience Checks (“Checks” or “Check”) to purchase goods and services. Use of the Checks is a cash advance on your Account and will be subject to the terms and conditions applicable to cash advances under this Agreement. You authorize us to pay any Check drawn on your Account even if the signature does not correspond exactly to the signature on our own records.

Limitations: We are not required to honor a Check that will cause you to exceed your Credit Limit. We will not pay a Check if, at the time the Check is presented, you are in default or we have suspended, terminated, or canceled the Account. Each Check must be in the form we have issued to you. Checks may be used only by the person(s) whose name(s) is/are printed on the Check. You are responsible for all authorized use of the Checks. You may not use the Checks to pay any amount which you owe us pursuant to this Agreement.

Periodic Statements: Your statement will show you an itemization of the Checks posted to the Account during the Billing Cycle. Checks paid by us will not be returned to you with your Statement.

Returned Check Fee: We will charge a fee per returned Check as set forth in our Schedule of Fees and Charges, which will be billed to the Account if your Check cannot be paid.

Stop Payment: Provided such notice is timely so that we shall have reasonable opportunity to act upon it under our rules, you may order stop payment on a Check drawn on the Account, other than one that has been guaranteed. In the event of an oral stop payment order, the order shall be valid for only fourteen (14) days thereafter, unless confirmed in writing. Written stop payment orders will remain in effect for only six (6) months, unless renewed in writing. You have the burden of establishing the fact and amount of any loss resulting from payment contrary to a binding stop payment order. We will charge a fee per Check as set forth in our Schedule of Fees and Charges when we place a stop payment on your Check(s), which will be billed to your Account.

Surrender of Visa Checks: The Checks are our property. We reserve the right to revoke them at any time. You agree to return them at our request.



SAN FRANCISCO
FEDERAL CREDIT UNION

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