



Business Credit Card Disclosure/Agreement Prime + Tiered Index

1. FINANCE CHARGES:

a) Calculation Methods –

Credit Purchase – New purchases will not incur a Finance Charge on the date they are posted to the Account if the Account was paid in full by the Payment Due Date shown on the previous monthly statement and there was no Previous Balance. Finance charges are calculated by applying the periodic rate to the Average Daily Balance of the Account, including current transactions. The Average Daily Balance is arrived at by taking the beginning balance of the Account each day, adding any new cash advances, balance transfers, purchases or debits, and subtracting any payments or credits and unpaid Finance Charges, this gives us the daily balance. The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle; the result is the Average Daily Balance.

Cash Advances - New cash advances **will** incur a Finance Charge on the date they are posted even if the Account was paid in full by the Pay Due Date shown on the previous monthly statement and there was no Previous Balance.

b) Periodic Rates –

The periodic rate is used to compute FINANCE CHARGES. The interest rate on the credit card account is variable and based on an index which is Prime rate on the first day of each quarter as published in *The Wall Street Journal* and subject to change quarterly. The calculation used for the monthly periodic rate:

Credit Purchases: Tier 1. Prime/12 Tier 2. Prime + 1%/12 Tier 3. Prime + 2%/12

Cash Advances: Tier 1. Prime/12 Tier 2. Prime + 1%/12 Tier 3. Prime + 2%/12

ATM Cash Advances may be subject to a transaction fee imposed by an ATM Operator, not holding the account, or by any national, regional or local Network used to complete a Cash Advance transaction.

Rate changes – Rate changes will affect all balances and transactions at the time of the change.

c) The Annual Percentage Rate (APR) will never be less than (Tier 1 = 6.90%, Tier 2 = 7.90%, Tier 3 = 8.90%) or greater than 18%.

2. OVERLIMIT FEES: The Account will not be assessed overlimit fees. Purchases, balance transfers or cash advances up to the credit limit can be made. In the event a posting occurs that exceeds the credit limit, no overlimit fee will be charged. However the overlimit amount must be paid in addition to the minimum payment on the monthly statement.

3. CREDIT LIMIT INCREASES: All credit limit increases must be requested and will be required to meet qualifying criteria.

4. PAYMENTS:

Payment Address

PO BOX 672051

Dallas, TX 75267-2021

a) The minimum payment required is the New Balance shown on the statement if the amount is equal to or less than \$20.00.

b) If the New Balance exceeds \$20.00, the minimum payment is 5.00% of the New Balance which does not exceed the credit limit (rounded up to the nearest dollar), plus any amount exceeding the credit limit.

c) Effective February 22, 2010, a payment will be due the same calendar date each month on credit card accounts with balances. If the payment due date is on a weekend or holiday, the payment will not be treated as late if we receive the payment the next business day.

d) Effective February 22, 2010, payment amounts exceeding the minimum payment will be applied first to the credit card balance with the highest interest rate.

e) If the payment is made by phone using our automated system, we will not charge a fee. A fee may be charged if a payment is made by phone using the automated system with the assistance of a customer service representative.

f) If the payment has been made with an item that is returned, the credit card account will be charged a fee of \$25.00.

5. LATE FEES: If the minimum required payment is not received within 5 days after the payment Due Date, a late fee in the amount of \$60.00 will be charged. If a payment is not made within 30 days of the due date, the credit card account will be blocked and all cards on the account will be unusable.

6. ANNUAL FEE: \$50.00 fee, assessed on the card issuance anniversary date. This fee is waived for the first year

7. The credit card plastic will expire every two years. Prior to the expiration date new cards will be mailed with the same card number and new expiration date. In the event a card replacement is requested before the card expiration date, a card will be provided at no additional cost, thereafter a replacement fee of \$20.00 for each additional card will be charged to the credit card account.

8. A monthly statement is mailed 25 days prior to the due date. Two months of statement copies will be provided at no additional cost, additional copies will be a charge of \$2.00 per page.

9. Documentary stamp taxes as may be required by law shall be imposed on each Cash Advance at the time the loan is made.

If the business has other loans or credit extensions from U.S. Eagle Federal Credit Union, or takes out other loans or credit extensions with U.S. Eagle in the future, collateral securing those loans or credit extensions will also secure the obligations under this agreement. However, unless expressly agreed otherwise, household goods and dwellings will not secure the obligations under this agreement even if U.S. Eagle has, or later acquires, a security interest in household goods or a mortgage on a dwelling. If a written agreement has been executed granting a security interest in any share accounts or other funds held by U.S. Eagle to secure the obligations under this credit card plan, such accounts and/or funds are an additional security for the obligations to U.S. Eagle arising from the use of the Card. The Signers agree to pay all costs incurred by U.S. Eagle in collecting the indebtedness or in enforcing this agreement, including reasonable attorney's fees and costs, expenses and attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.