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First State Bank of Texas
Mastercard® Business Application

PLEASE CHOOSE ONE: ❑ **Preferred Points Card** Rewards Option: $49 Annual Fee per Account ❑ **Standard Card** No Annual Fee

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT : To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.
WHAT THIS MEANS FOR YOU: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
MARRIED WI RESIDENTS: If you are applying for an individual account or a joint account with someone other than your spouse, and your spouse also lives in Wisconsin, combine your financial information with your spouse's financial information. You understand that we may be required to notify your spouse of this account. Married Wisconsin residents must furnish their (the applicant's) name and social security number as well as the name and address of their spouse to TIB, National Association, at P.O. Box 569120, Dallas, TX 75356-9120.

BUSINESS NAME (BORROWER) BUSINESS ADDRESS

CITY STATE ZIP CODE

BUSINESS PHONE TAX ID#

OWNERSHIP (CHECK ONE) ❑ Sole Proprietorship ❑ Partnership ❑ Private Corporation ❑ Public Corporation ❑ Non Profit

Type of goods or services provided: _____ ❑ Individual Billing ❑ Summary Billing with Sub Accounts

If proprietorship, partnership or private corporation, have any of the principals ever filed for bankruptcy? ❑ Yes ❑ No Number of years current management has operated business: _____

❑ Please check this box if you would prefer to receive a Visa® Card.

IMPORTANT! THE FOLLOWING INFORMATION MUST ACCOMPANY APPLICATION:
CURRENT YEAR END FINANCIAL STATEMENTS INCLUDING BALANCE SHEET AND INCOME STATEMENT. IF APPLICANT IS A CORPORATION, INCLUDE CORPORATE RESOLUTION AND ARTICLES OF INCORPORATION. IF APPLICANT IS A PARTNERSHIP, INCLUDE PARTNERSHIP AGREEMENT.

Applicant Information (Copy to make additional pages if needed)

NAME TITLE

CREDIT LIMIT REQUESTED DATE OF BIRTH SOCIAL SECURITY NUMBER

ADDRESS CITY STATE ZIP CODE

SIGNATURE
X

NAME TITLE

CREDIT LIMIT REQUESTED DATE OF BIRTH SOCIAL SECURITY NUMBER

ADDRESS CITY STATE ZIP CODE

SIGNATURE
X

NAME TITLE

CREDIT LIMIT REQUESTED DATE OF BIRTH SOCIAL SECURITY NUMBER

ADDRESS CITY STATE ZIP CODE

SIGNATURE
X

LOAN APPLICATION CERTIFICATION: Everything that I/we have stated in this application is correct to the best of my/our knowledge. I/We understand that you will retain this application whether or not it is approved. By signing below as a borrower or guarantor, I agree on my own behalf, and by signing below on behalf of the business I agree on behalf of the business and on behalf of myself, that you are authorized to obtain credit and employment information by any means, including obtaining information from check or credit-reporting agencies and/or from other sources. This application is submitted to obtain credit. You also may obtain consumer and commercial reports (credit reports) for any reason on me and/or the business from time to time in the future when updating, renewing, or extending the account. If I am signing on my own behalf, I understand that on my request you will tell me whether or not you requested a credit report on me and the names and addresses of any credit bureau that provided such reports. You may do so at the time the account is opened, at any time while the account is open, or after the account is closed if I or the business owe you any amount related to the account. In addition, you may release negative or positive information to others about my and/or the business's credit history with you. I/We agree this application will remain your property whether this application is approved or not.
STATE LAW DISCLOSURES: CA Residents: Regardless of your marital status, you may apply for credit in your name alone. If this is a joint account, after credit approval, each applicant has the right to use this account to the extent of any credit limit set by the creditor, and each applicant may be liable for all amounts of credit extended under this account to any joint applicant. DE and MD Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. NY Residents: Consumer reports may be requested in connection with the processing of your application and any resulting account. Upon request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with such reports. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees, and grace periods. New York State Department of Financial Services, 1-800-342-3736. OH Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law. Married WI Residents: No provision of a marital property agreement, a unilateral statement under section 766.59, or a court decree under section 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

DATE OWNER, PARTNER OR PRESIDENT
X

PARTNER OR SECRETARY/TREASURER
X

PERSONAL GUARANTY AGREEMENT

FOR VALUE RECEIVED the undersigned (hereinafter referred to as "Guarantors" whether one or more) jointly and severally guarantee unconditionally the payment of and promise to pay the Issuing Bank of the Card and Credit Devices issue pursuant hereto (hereinafter referred to as "Bank") any and all indebtedness and obligations, whether direct or indirect, absolute or contingent, primary or secondary, or joint or several and all renewals and extensions thereof, for which Borrower is now, or hereafter may become libel or indebted to Bank, whether such liability or indebtedness be in contract or tort; provided, however, that Guarantors shall not be required to pay Bank under this Guaranty Agreement an aggregate sum of more than the total interest and attorney's fees which may be or become owing by Borrower to Bank, plus the sum of the total outstanding balance of all cards issued by Bank for the account of Borrower.

Notwithstanding any other provision of this guaranty or the guaranteed indebtedness, Bank and Guarantors agree that Guarantors shall never be required or obligated under the terms hereof or under the terms of any note, instrument or other agreement evidencing any of the guaranteed indebtedness, to pay interest in excess of the maximum interest rate as may be authorized by law for written contracts which constitute the guaranteed indebtedness and for the Guarantors. It is the intention of the parties hereto to conform strictly to the applicable laws which limit interest rates, and any of the aforesaid contracts for interest, if and to the extent payable by Guarantors, shall be held to be subject to reduction to the maximum interest rate allowed under said laws.

Guarantors hereby severally waive notice of acceptance of this guaranty and all other notices in connection herewith or in connection with the indebtedness or obligations guaranteed hereby, and waive diligence, presentment, protest, and suit on the part of Bank in the collection of any indebtedness or obligation hereby guaranteed, and agree that Bank shall not be required to first endeavor to collect from Borrower any indebtedness or obligation hereby guaranteed, or to foreclose, proceed against, or exhaust any collateral or security for any indebtedness or obligation hereby guaranteed, before requiring Guarantors, or any of them, to pay the full amount of the guaranteed obligations. Suit may be brought and maintained against any one or more of the undersigned Guarantors at the election of Bank, without joinder of Borrower or any other Guarantor as parties thereto. If any sum due Bank by Guarantors hereunder is placed in the hands of an attorney for collection, or is collected through probate, bankruptcy, or other court proceeding, that the undersigned Guarantors, jointly and severally, promise to pay Bank on demand any and all attorney's fees and other costs and expenses incurred by Bank.

This guaranty is continuing and shall continue to apply without regard to the form or amount of indebtedness or obligation guaranteed which Borrower may create, renew, extend, or alter, in whole or in part, without notice to Guarantors. This guaranty also includes, but is not limited to, fraudulent use of the card or unauthorized use of the card as a result of the card being lost or stolen.

If the status of Borrower changes, this guaranty agreement shall continue and also cover the indebtedness of Borrower under the new status, according to the terms hereof.

If, for any reason, the guaranteed indebtedness cannot be enforced against Borrower, or any payments thereon must be refunded by Bank to any party for any reason, including bankruptcy, such fact shall not affect the liability of Guarantors hereunder, and Guarantors shall be liable hereunder to the same extent as if the guaranteed indebtedness has been enforceable against Borrower or said payments had not been made to Bank.

Bank may settle or agree with any of the Guarantors for such sum or sums as it may see fit and release such of the Guarantors from all further liability to Bank for guaranteed indebtedness without impairing the right of Bank to demand and collect the balance of the guaranteed indebtedness from others of the Guarantors not so released.

Bank may surrender, release, exchange, or alter any collateral or security for any indebtedness or obligation hereby guaranteed without affecting the liability of Guarantors under this guaranty, and this guaranty shall continue effective notwithstanding any legal disability of Borrower.

In the event of the death of any of the undersigned Guarantors, this guaranty shall bind the decedent, his heirs, executors, and administrators only as to the indebtedness and obligations of Borrower to Bank which are existing at the time notice in writing of such death is received by the Cashier of Bank and as to all renewals and extensions thereof, in whole or in part whenever made, but this guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors. No notice shall be deemed received by the Cashier of Bank unless and until the said Cashier has acknowledged receipt thereof in writing.

Each of the undersigned Guarantors acknowledges that this guaranty is operative and binding as to him without reference to whether it is signed by any other person or persons and without reference to whether it is signed by any other person under any legal disability to sign the same; and that his liability hereunder shall be cumulative and in addition to any other liability or obligation to Bank, whether the same is incurred through the execution of a similar guaranty, through endorsement, or otherwise.

Guarantors shall furnish to Bank annually (and more frequently if requested by Bank) financial statements, including cash flow and contingent liability information.

Guarantors jointly and severally represent and warrant to Bank, that the value of the consideration received and to be received by Guarantors as a result of Bank extending credit to Borrower and Guarantors executing and delivering this guaranty agreement is reasonably worth at least as much as the liability and obligation of Guarantors hereunder, and such liability and obligation has benefited or may reasonably be expected to benefit Guarantors directly or indirectly.

Bank may assign its rights hereunder, in whole or in part, and upon any such assignment all the terms and provisions of this guaranty shall inure to the benefit of such assignee, to the extent so assigned. Any action or inaction by Bank with regard to the guaranteed indebtedness or this guaranty shall not impair or diminish the obligation of Guarantors hereunder. Bank shall not be liable for its failure to use diligence in the collection of the guaranteed indebtedness or in preserving the liability of any person liable thereon. The rights of Bank hereunder shall be cumulative of any and all other rights that Bank may have against Guarantors, or any of them, including but not limited to the right of set-off. The exercise by Bank of any right or remedy hereunder or under any other instrument, at law or in equity, shall not preclude concurrent or subsequent exercise of any other right or remedy.

This guaranty agreement is performable in Dallas County, Texas, and Guarantors waive the right to be sued elsewhere. This guaranty agreement is not intended and does not replace, cancel or otherwise modify or affect any other guaranty agreement of the Guarantors, or any of them, held by Bank.

Bank is relying and is entitled to rely upon each and all of the provisions of this agreement; and, accordingly, if any provision or provisions of this instrument shall be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding.

THIS GUARANTY EMBODIES THE FINAL, ENTIRE AGREEMENT OF GUARANTORS AND BANK WITH RESPECT TO GUARANTORS' GUARANTY OF THE GUARANTEED INDEBTEDNESS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS GUARANTY IS INTENDED BY GUARANTORS AND BANK AS A FINAL AND COMPLETE EXPRESSION OF THE TERMS OF THE GUARANTY, AND NO COURSE OF DEALING BETWEEN GUARANTORS AND BANK, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THIS GUARANTY. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTORS AND BANK.

Signed on this _____ day of _____, _____.

_____ Personal Guaranty

_____ Personal Guaranty

BANK # 4805

EMPLOYEE CODE: (Not to exceed 5 alpha or numeric characters) ☐☐☐☐☐

CL _____ CDS_____ DT_____ BY_____

Please print, sign, and return this completed application (page 1) along with any required supporting documentation to: 877-809-9162 (fax) or banksupport@tib.bank (e-mail).

Mastercard® Business Application

	STANDARD CARD	PREFERRED POINTS CARD
Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Purchases	**14.99%** This APR will vary with the market based on the Prime Rate.[a]	
APR for Balance Transfers and Cash Advances	**14.99%** This APR will vary with the market based on the Prime Rate.[a]	
Penalty APR and When it Applies	**19.99%** – This APR will vary with the market based on the Prime Rate.[b] This APR may be applied if you allow your Account to become 60 days past due. **How Long Will the Penalty Apply?** If your APR is increased for the reason stated above, the Penalty APR will apply until you make three consecutive minimum payments when due.	
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	
For Credit Card Tips from the Consumer Financial Protection Bureau	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 **http://www.consumerfinance.gov/learnmore/**.	
Fees		
Annual Fee	**None**	**$49** per Account
Transaction Fees: Balance Transfer and Cash Advance International Transaction	Either **$10** or **3%** of the amount of each balance transfer or cash advance, whichever is greater. **2%** of each transaction in U.S. dollars.	
Penalty Fees: Late Payment Returned Payment	Up to **$25** Up to **$25**	

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." 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 the account agreement that will be provided to you before you begin using your new card.

Prime Rate: After the introductory rate, the APR will vary based on changes in the Index, the Prime Rate (the base rate on corporate loans posted by at least 70% of the ten largest U.S. banks) published in the *Wall Street Journal*. The Index will be adjusted on the 25th day of each month or the business day preceding the 25th day if that day falls on a weekend or a holiday recognized by the Board of Governors of the Federal Reserve System. Changes in the Index will take effect beginning with the first billing cycle in the month following a change in the Index. Increases or decreases in the Index will cause the APR and periodic rate to fluctuate, resulting in increased or decreased Interest Charges on the Account. As of May 25, 2022, the Index was 4.00%.

[a] We add 10.99% to the Prime Rate to determine the APR for Purchases, Balance Transfers, and Cash Advances. The Account will never have an APR over 21%.

[b] We add 15.99% to the Prime Rate to determine the Penalty APR. The Account will never have an APR over 21%.

If at least one box at the top of the application is not checked, or, if too many boxes are inadvertently checked, you will be deemed to have selected the Standard Card with the individual billing option.

If you check the box to receive a Visa® Card, you understand and agree that the benefits for a Visa® Card are different than for a Mastercard® Card.

The issuer and administrator of the credit card program is TIB, National Association.
The information about the cost of the Card described in this table is accurate as of June 1, 2022.
This information may change after that date. To find out what may have changed, call us at 800-367-7576 or write TIB, National Association, P.O. Box 569120, Dallas, Texas 75356-9120.

Please print and save this page for your records.