

COMMERCIAL BANK BUSINESS VISA® AGREEMENT – Pay in Full

This agreement contains the terms and conditions that govern your Commercial Bank VISA® credit card account (“Account”).

Definitions

“Applicant” “Company” or “Cardholder” or “you” refers to each and all of those who apply for or use a Commercial Bank (CB) VISA and/or a cardholder of a business Credit Card.

The words "we," "our," "us," and "CB" mean Commercial Bank, the issuer of the Card, and its successors or assigns.

"The Card" means any credit card issued to Company or to anyone designated by Company under the terms of this Agreement. "Use of the Card" means any procedure used by Company, or by someone authorized by Company or a Cardholder, to make a purchase whether or not the purchase is evidenced by a signed written document.

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Extension of Credit

If Company's application is approved, we may, at our discretion, establish the Account in Company's name and cause one or more Cards to be issued to Cardholders as designated by Company. In such event, Company authorizes us to pay all items for the Account reflecting credit purchases obtained by Cardholders through use of the Card. Only Cardholders or persons authorized by them may use the Card or the Account for a purpose not prohibited by this Agreement. Credit obtained pursuant to this Agreement is for the benefit of Company and constitutes a financial accommodation to Company and Cardholders. If Company wants to end a Cardholder's privileges, Company must notify us in writing and return the Cardholder's Card if requested.

The amount of credit extended is at the discretion of CB and the type of card and credit limit may be different than Cardholder requests.

Credit Limit

CB established a Credit Limit for you. This was stated in your Welcome Letter. You agree not to let the unpaid balance exceed this Credit Limit. You agree to advise CB of any change in your financial condition which may affect your creditworthiness. You agree that you will update the credit information you have provided CB, from time to time, on our request. You may request an increase in your Credit Limit with the understanding that Credit Limit increases must be approved by CB.

Company promises that purchases and other advances made for the Account resulting from use of the Card will at no time cause the outstanding balance in the Account to exceed Company's credit limit as established and adjusted by us from time to time in our sole discretion. The Company credit limit will appear on the periodic statement we send to Company. If Company exceeds the Company credit limit, we are not obligated to extend additional credit on the Account, but if we do, Company agrees to pay us immediately the amount in excess of the

Company credit limit, plus finance charges and other applicable fees and charges.

Customer Service

Our customer service center is available 24/7 by calling 844-647-2734. (Please have account information available.) You may also contact Commercial Bank's Customer Support by calling 423-869-5151 during our normal banking hours. You may also visit a branch office convenient for you during normal banking hours as published at cbtn.com.

Purchases

Company can use your credit card to purchase goods and services at participating merchants, subject to your available credit. We will add the amount of each purchase to a part of your account we call purchases.

In the event that Company or a Cardholder allows anyone other than a Cardholder to use the Account, the Company will be liable for all credit extended to such persons. Company and all Cardholders promise to pay for all purchases made by anyone Company or a Cardholder authorizes to use the Account, whether or not Company or a Cardholder notifies us of such use. If we determine that anyone other than a Cardholder or another authorized person is using the Account, we may suspend all further use of the Account and terminate this Agreement.

Business Purpose Purchases

All transactions on the Account must be for Company's business purposes only and within the scope of the Cardholders' employment or Company responsibilities. In no event may the Account be used for any other purposes, including without limitation, Cardholders' personal, family, or household purposes. Company agrees to notify Cardholders of this business purpose restriction and to adopt and enforce policies and controls to ensure that the Card and the Account are used strictly for Company's business purposes. We do not permit Cardholders to obtain cash advances by presenting the Card at participating VISA member offices or by use of an Automated Teller Machine ("ATM"). We are not liable for the refusal of any merchant to accept or honor the Card for any reason, including a Cardholder's inability to obtain authorization for any purchase, nor are we liable for any failure to complete a transaction at an ATM for any reason.

Annual Percentage Rate (APR)

The APR used to calculate the Finance Charge when applicable on Cardholder's VISA accounts is a fixed rate. The APR for your Commercial Bank VISA account is stated in the **Additional Federal Disclosure Table**. APR will not exceed 24%.

How Do We Calculate Your Balance?

We use a method called "average daily balance (including new transactions).

Periodic Finance Charge

Finance Charges begin to accrue from the date the transaction is posted to your Account. The Finance Charge is calculated (and stored) each date during the billing cycle by taking the beginning day's balance and multiplying it by the Periodic Rate divided by 365. The total Finance Charge for the Billing Cycle is the sum of all stored Finance Charges for that cycle. No

Finance Charge will be imposed on new purchases which appear for the first time during the Billing Cycle if the entire Previous Statement Balance (including unpaid Finance Charge) is paid in full by the Payment Due Date.

Finance Charge is calculated using the balance as of the beginning of each day in the Billing Cycle. While transactions actually posted to your account on the Billing Cycle Close Date will be included in the Balances and other Totals at the bottom of each statement, they will not have been used in the calculation of that cycle's Finance Charge as the beginning balance for that day would have already been determined.

Minimum Payment

You must pay at the statement balance by the "Payment Due Date" shown on your Statement.

You may pay more than the Minimum Payment Due, pay more frequently or pay the Previous Balance which includes any Finance Charge due, and by doing so will reduce your Finance Charge. You understand payments made up to the Minimum Payment Due will be applied to interest and fees and then balances in ascending annual percentage rate order and payments made in excess of the Minimum Payment Due will be applied to balances in descending annual percentage rate order.

Payments Marked as "Paid in Full"

CB may accept checks or other types of payment which are marked "payment in full" or use 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 CB only in a written agreement, signed by an authorized representative.

Illegal Transactions

Company or Cardholder may not use the Card for any illegal transaction. Company agrees that we may decline to process any transaction that we believe in good faith to be for an illegal purpose. Company agrees that we will not be liable for declining to process any such transaction. If we do process any transaction that ultimately is determined to have been for an illegal purpose, Company agrees that Company will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. Company agrees that any illegal use of the Card will be deemed an act of default under this Agreement. Company further agrees to waive any right to take legal action against us for Company's or Cardholder's illegal use of the Card and to indemnify and hold us and VISA International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

Foreign Transactions

If a Cardholder effects an international transaction with the Card, VISA International will convert the charge into a U.S. dollar amount. VISA International will use its currency conversion procedure, which is disclosed to institutions that issue VISA cards. Currently, the currency conversion rate used by VISA International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by VISA International for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to Company's Account. There is a Foreign Transaction Fee as stated in the *Additional Federal Disclosure Table*, which is charged in U.S. dollars, on all international purchase and Account credit transactions, even if there is no currency conversion.

Monthly Statements

CB will send you a statement at the end of each monthly statement period on which there is a debit or credit balance of more than \$1 or on which interest charges have been imposed. The statement will show all transactions, the unpaid balance on your account (called “New Balance”), your available credit (your credit limit less the New Balance), the Minimum Payment Due, the Total Payment Due and the Minimum Payment Due Date.

Company agrees to pay on or before the “Payment Due Date” shown on the periodic statement the balance in full each month. Company may make extra payments in advance of the due date without penalty, and repay any funds advanced, credit extended, or amount outstanding at any time without penalty for early payment. Regardless of the amount of any extra payments made during a given month, a monthly payment will be required the following month if a balance remains on Company’s Account.

The Minimum Payment Due on each statement will be equal to the sum of all past due amounts plus the current billing cycle payment. The Total Payment Due on each statement will be equal to the sum of the Minimum Payment Due plus the amount by which your balance exceeds the credit limit and in no event will exceed the New Balance. The current billing cycle payment will be equal to 10% of the New Balance shown on that statement (excluding any interest charge and late fee assessed for that billing cycle plus any interest charges and late fee asses for that billing cycle. The Minimum Payment Due will not be less than \$100, unless the entire New Balance or the interest charges on your account are less than \$100, in which case the Minimum Payment Due will be equal to the entire New Balance. Credits to your account which result from credits initiated by merchants from whom you purchased goods or services using your credit card or credits issued by CB shall not constitute a payment. If you pay more than the Minimum Payment Due, the excess is credited to your account and your balance is reduce accordingly.

Paying Interest

We will not charge you any interest on purchases first appearing on your current billing statement (new purchases), or any portion thereof, paid by the Minimum Payment Due Date shown on that statement if you paid the New Balance on your previous billing statement in full by the Minimum Payment Due Date shown on that statement.

Late Charge

A Late Charge will be assessed on your Account if your “Total Minimum Payment Due” is not received by CB at the address on the front of your Statement by the “Payment Due Date.” The “Total Minimum Payment Due” will include the Minimum Payment Due, and any other Past Due Amounts.

Other Fees

Additional fees, as stated in your **Additional Federal Disclosure Table**, may apply.

Default

You may be considered to be in default if (a) You do not pay the Total Minimum Payment Due on time, (b) your account(s) is seized or attached by legal process and you have authorized CB to automatically transfer payments from such account(s) to your Commercial Bank account, (c) you exceed your Credit Limit, (d) you fail to adhere to any of the terms of this Agreement, (e) your creditworthiness is impaired, (f) you die, become insolvent or you are the subject of bankruptcy or receivership proceedings, (g) you are in default on any

other loan(s) with us , or (h) you have made any misrepresentation in connection with the loan application and/or this Agreement. If you are in default, we may terminate this Agreement and demand immediate payment of your entire loan. You understand that Finance Charges, Fees, and Late Charges (if any) permitted under this Agreement will continue to accrue until you repay your entire loan. You also agree to pay your collection costs, reasonable attorney's fees, and court costs should they become necessary. If you are in default at the time of reissue of your Card(s), CB will not reissue your Card(s).

Forum Selection Clause

Litigation may be handled in Claiborne County, Tennessee or the U.S. District Court for the Eastern District of Tennessee.

Governing Law

You understand and agree that this Agreement is made in the state of Tennessee and shall be governed by the Laws of the state of Tennessee to the extent that Tennessee law is not inconsistent with controlling federal law. You also understand that Tennessee's choice of law rules shall not be applied if they would result in the application of non-Tennessee law.

Integrated Documents

Any separate sheet of paper labeled "**Additional Federal Disclosure Table**" which is delivered with or separate from this document is an integrated part of this Agreement and is incorporated by this reference.

Acceleration

If Company is in default, we may, without prior notice to Company or any Cardholder, call any amounts Company still owes immediately due and payable plus finance charges which shall continue to accrue until the entire amount is paid. Company and Cardholders waive any right to notice or demand, including but not limited to, demand upon default, notice of intention to accelerate, and notice of acceleration.

Termination

CB may terminate this Agreement upon adverse re-evaluation of your creditworthiness, your default or at any time, subject to such notice as may be required by law. In addition, CB may suspend your credit privileges or reduce your credit limit upon adverse re-evaluation of your creditworthiness.

By written notice, Cardholder may terminate this Agreement or terminate the authority of a Cardholder to use the Account as to future advances at any time. Written requests to remove a borrower's right to obtain advances or make purchases under this Agreement will permanently close the account to any further advances or purchases. You must write to us at

Commercial Bank
PO Box 400
Harrogate TN 37752

In no event will any termination relieve you of your obligations to repay sums already borrowed, Fees and Late Charges, collection costs, reasonable attorney's fees, court costs, and Finance Charges.

Change of Name, Address, or Creditworthiness

You agree to notify CB of any change in your name, address, or creditworthiness within ten days of the change.

Credit Information

You authorize CB to investigate your credit standing when opening, renewing, or reviewing your Account and you authorize CB to disclose information regarding your Account to others who inquire of CB about your credit standing to the extent authorized by law.

Responsibility

You agree to repay CB according to the terms of this Agreement for all purchases, advances, Finance Charges, Fees and Late Charges, and collection costs arising from the use of the Account by you or any other person you permit to use your Account even if that person exceeds your permission. Any person using the Account is jointly and severally responsible with you.

Liability in the Event of Cardholder Termination of Employment

In the event that a Cardholder's employment or other association with Company terminates (whether voluntarily or involuntarily) or Cardholder gives to Company or receives from Company notification of immediate or pending termination of employment or other association with Company (a "Cardholder Termination Event"), Company must immediately (a) notify us of such Cardholder Termination Event, and (b) use all reasonable efforts to collect and destroy the Card and provide written verification to us of such destruction or of Company's inability to collect and destroy the Card. Company and Cardholder shall be jointly and severally liable for the amount of any Cardholder transactions on the Account after the occurrence of any Cardholder Termination Event together with any applicable finance charges and other applicable fees and charges until Company complies with all of the requirements of this paragraph and we have a reasonable opportunity to revoke Cardholder's ability to use the Card and the Account. Upon the termination of the Authorized Officer or if for any reason Company desires to change the Authorized Officer on the Account, Company shall promptly notify us and shall submit a new application for the Account or other documentation required by us and signed by the new Authorized Officer.

Surrender of Card(s)

The Card(s) remains CB's property, and you agree to surrender the Card to CB upon request. CB may cancel, modify, or restrict the use of the Card and/or Account with or without notice: if your Account is in default, if CB is aware that you have violated any term of this or any other Cardholder Disclosure or Account Agreement whether or not CB suffers a loss, or when necessary to maintain or restore the security of your Account(s) which you may choose to do, for example, if your Card remains inactive in excess of twelve months and there is no outstanding balance. Cardholder(s) agrees to pay all reasonable costs of collection, including court costs and attorney's fees and any cost incurred in the recovery of the Card.

Lost or Stolen Card(s) and Unauthorized Use

You agree to notify CB within 48 hours if you believe your Card(s) has been lost or stolen. To report a lost or stolen Card(s), or the unauthorized use of your Card(s), Account Number, Personal Identification Number (PIN), or any combination of the three, you must call CB at **855-293-2458**, or write CB at:

Fraud Center
10740 N Gessner Suite 250
Houston TX 77064

You may be liable for the unauthorized use of your Account. You will not be liable for unauthorized usage that occurs after you notify CB by phone or when CB receives written notification at the above address.

Renewal and Replacement Cards

The Card is issued with an expiration date. CB may issue one or more renewal Cards from time to time, unless otherwise instructed by Cardholder. CB has no obligation to issue a renewal Card and may elect, in our sole discretion, not to reissue a Card. Cardholder and Cardholder agree to notify CB immediately upon learning of the loss, theft, or possible unauthorized use of the Card or the Account. Once we are notified, we may issue a replacement Card to Cardholder, Authorized Officer, or Cardholder.

Additional Provisions

Each provision of this Agreement must be considered as part of the total Agreement and cannot, in any way, be severed from it. However, Cardholder also agrees that should any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. Cardholder understands the validity, construction and enforcement of this Agreement shall be governed by the laws of the state of Tennessee to the extent not preempted by federal law and venue shall be proper in Claiborne County, Tennessee.

This Agreement is the final expression of the understanding between Cardholder and us concerning the Card and the Account and may not be contradicted by any alleged oral agreement. Any representation, promise, modification, or amendment to this Agreement shall not be binding upon us unless in writing and signed by us.

We do not warrant any merchandise or services purchased by Cardholder with the Card. All purchases are extended at the option of the merchant, and we are not responsible for refusal of any merchant or financial institution to honor Cardholder's Card.

We can also delay enforcing any of our rights under this Agreement without losing them.

The Bank may change this agreement at any time without prior notice, except where such notice is required by applicable Federal or Tennessee law, including, without limitation, changing the interest rates and the way the Bank computes interest charges or the Minimum Payment Due.

This agreement will be published as current on the Bank's website cbtn.com.

Agreement and Acknowledgement

By signing the application for a Card, or by using the Card, Company and its representatives agree to all the terms and conditions and promises to fulfil all the obligations, requirements and duties set forth in this Agreement. By using the Card, each Cardholder acknowledges receipt of a copy of this Agreement.