

YOU MAY COMPLETE THIS APPLICATION BY TABBING THRU THE FIELDS AND COMPLETING THE REQUESTED INFORMATION OR YOU MAY PRINT THE APPLICATION AND COMPLETE IT BY HAND. ONCE COMPLETED, PLEASE DELIVER IT TO YOUR MOST CONVENIENT BRANCH.



VISA BUSINESS CREDIT CARD APPLICATION

Total Credit Limit Requested:

APPLICANT Note: All applicable sections should be filled out completely.

Company Name:

Mailing Address:

City: State: ZIP:

Physical Address:

City: State: ZIP:

Phone Number Fax Number

Email:

Number of Years in Business: Approximate Annual Expenses:

Approximate Annual Revenue: Approximate Annual Profit:

Type Of Business (please check one)

Corporation Partnership LLC

Sole Proprietorship Other

Tax ID Number

Please attach last 3 year-end tax returns and/or balance sheet and P&L statements.

We will need additional documentation depending on your business type; we will notify you of our requirements.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:

The information contained in this application is provided for the purpose of obtaining business credit with the Bank on behalf of the undersigned. The undersigned warrants and represents the information herein submitted or provided in addition to this application is true and correct in all respects and Bank may consider this representation continuing until written notice to the contrary is received by Bank from the undersigned. Undersigned understands that the Bank will retain this application and any other credit and supporting documentation, even if no credit line is granted. The Bank is authorized to make all inquiries it deems necessary to verify the accuracy of the statements herein made and to further determine the undersigned's credit standing. Individuals undersigned authorize Bank to review their personal credit standing, now and in the future, as long as the credit card relationship exists. The Bank is hereby authorized to answer any questions from third parties concerning the undersigned's experience with Bank.

I/We agree to be bound by the terms and conditions of the Southside Bank Visa Business Credit Card Agreement, a copy of which will be mailed to the applicant if this application is granted, receipt of such agreement and acceptance of such terms to be conclusively presumed by applicant's use. The undersigned will be jointly and severally liable for any and all credit extended from time to time.

Business Principals/Guarantors

Name: Date of Birth:

Mailing Address:

City: State: ZIP:

Physical Address:

City: State: ZIP:

SSN Title: Phone

Signature: _____ Date: _____

Name: Date of Birth:

Mailing Address:

City: State: ZIP:

Physical Address:

City: State: ZIP:

SSN Title: Phone

Signature: _____ Date: _____

Name: Date of Birth:

Mailing Address:

City: State: ZIP:

Physical Address:

City: State: ZIP:

SSN Title: Phone

Signature: _____ Date: _____

Cards to be issued in the following names:

Name: Credit Limit:

Name: Credit Limit:

Name: Credit Limit:

Name: Credit Limit:

Name: Credit Limit:

Name: Credit Limit:

Name: Credit Limit:

Special Instructions you may have regarding your cards or account:

FOR INTERNAL USE ONLY

VISA Account Number

Date Approved	Credit Line	Approved by
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CREDIT DISCLOSURES	
Annual Percentage Rate for Purchases	12.48%
Annual Percentage Rate for Cash Advances	12.48%
Penalty Fee	NONE
Annual Fee	NONE
Cash Advances	2% of the cash advance, not to exceed \$2.00.
Late Payment Fee	5% of the payment, not to exceed \$15.00.
Over-the-Credit-Limit Fee	5% of the amount over limit, not to exceed \$15.00.
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 on the date the transaction is posted to your account.
Method of Computing the Balance for Purchases	Average Daily Balance including New Purchases (an explanation of this method is provided in your account agreement)

RETURNED CHECKS: Returned Fee of **\$25.00** will be charged for any returned checks.

The information contained in these disclosures is updated regularly, but may have changed since the last update. For specific information about changes, you may contact Southside Bank by calling 1-877-639-3511.

Patriot Act Information

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 to 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.

NOTICE: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact your Loan Officer at Southside Bank, 1201 S. Beckham Ave., Tyler, TX 75701, 903-531-7111, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the FDIC Consumer Response Center, 2345 Grand Boulevard, Suite 100, Kansas City, Missouri 64108.

Southside Bank
Visa Business Card Agreement

This Agreement governs the business banking card program ("the program") offered by Southside Bank. Under this program, Southside Bank VISA Business Cards ("Card" or "Cards") and associated Personal Identification Numbers ("PINS") are issued for the use of business owners and employees to perform transactions of business-related expenses and services and to make business-related cash withdrawals. The words "we", "our", and "us" will mean Southside Bank. The words "you" and "your" mean the person(s) and entities who are liable under this Agreement either as the "Customer" (the sole proprietor, partnership, limited liability company, corporation or other entity as described in the application) or as cosigners or guarantors of Customer's obligations under this Agreement. Each Card which is issued at the request of Customer will bear the name of Customer as well as the name of the employee or person ("the cardholder") who is authorized by you to use the Card. Each Cardholder must sign their Card prior to its first use. The word "use" shall include any presentation of the Card or disclosure of its associated card number or PIN in any manner which permits any person to purchase goods and services or to obtain cash.

1. **ACCOUNT OBLIGATIONS** - You will be responsible for the payment of all transactions arising from the use of any Card issued at your request. By using this program, you consent to be bound by the terms of this Agreement, all applicable state and federal laws and regulations, VISA rules and regulations, and normal banking customs and practices. If there is a conflict between something which is said by one of our employees and any of these documents, we will follow the written documents. You agree to this method of settling differences.

2. **BUSINESS USE OF CARDS** - You agree and warrant to us that all Cards issued at Customer's request shall be used solely for business and commercial purposes in connection with your business operations. No consumer use of any Card shall be permitted under any circumstances. You agree to issue appropriate instructions and guidelines in this regard to all Cardholders who are authorized by you to use any Card. A violation of this restriction on the use of any Card shall be immediate grounds for termination of this Agreement.

3. **LIABILITY** -- YOU ACKNOWLEDGE AND UNDERSTAND THAT ANY CARD ISSUED UNDER THIS PROGRAM WILL NOT BE TREATED AS A CONSUMER CARD UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. YOU WILL NOT HAVE THE BENEFIT OF ANY LIMITATION OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF A CARD. YOU ACCEPT AND AGREE TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH THE USE OF BUSINESS PURPOSE CARDS AND AGREE TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.

4. **CARDHOLDERS** - Only those persons designated by you as Cardholders shall be authorized to use a Card. We will issue a Card which bears Customer's name as well as the name of the Cardholder. You may cancel the authorized or permitted use of a Card only by notifying us in writing and returning the Card to us. Until these two conditions are satisfied, we can continue to honor Card transactions and you will be liable for these transactions.

5. **CARD FUNCTIONS** - A Card may be used to purchase goods and services for business purposes at any location where VISA Cards are honored. A Card may also be used to obtain cash at VISA locations and designated ATM's. A Card may not be used for non-business purposes. A Card may be used to obtain cash only if the funds are to be used to pay for business-related expenses or services. Prior to its use, each Card must be signed by the Cardholder who has been authorized by Customer to use the Card. We are not responsible for the refusal of any merchant or ATM or mechanical device to accept or honor a Card.

6. **ATM ACCESS** - We will issue a PIN for use with each Card. This will enable the Cardholder to obtain cash at participating ATMs. The number and amount of transactions which can be made in one day through ATMs will be restricted in accordance with our current security procedures. The PIN must be kept in confidence by you and by the Cardholder. You agree to take all necessary steps and institute all appropriate precautions to protect and maintain the secrecy and security of each PIN. You further agree to instruct each Cardholder concerning the proper business use of each Card and the appropriate procedures which must be followed to maintain confidentiality and security of each Card and its associated PIN. If you or the Cardholder authorizes someone to use a Card and associated PIN, you will be liable for all transactions and cash withdrawals which may result. All ATM transactions performed with your Card are subject to a cutoff time for processing ATM transactions and any ATM transaction after the cutoff time which is established from time to time by the owner or operator for the ATM, will be posted to your Card account on the following business day.

7. **RETURNED MERCHANDISE** - If a cardholder subsequently returns merchandise or requests credit for services purchased with the Card, the merchant will furnish the Cardholder with a credit slip or receipt. You must save this credit slip or receipt and compare with your monthly statement. We will not process any credit item to your Card Account without a proper credit issued by the merchant. When a credit item has been processed and credited to your account, we will not refund any finance charges or other charges which may have accrued against your Card account because of the initial debit to your account.

8. **LODGING RESERVATIONS** - If a cardholder cancels any lodging reservation made using the Card, the Cardholder must obtain a cancellation number. If you feel you have been billed incorrectly, you must contact us no later than fourteen (14) days after receipt of your monthly statement which contains the disputed charge and provide us with the proper cancellation number along with any other information which will enable us to determine whether an error exists.

9. **UNAUTHORIZED USE** - If a Card and/or its associated PIN is lost, stolen or used in an unauthorized manner, you agree to notify us immediately of this event by the most direct method available (1-800-325-3678) and to promptly confirm such notice in writing. Mailed confirmation of lost or stolen cards should be sent to: Credit Card Security Department, P. O. Box 30042, Tampa, Florida 33634. You will continue to be liable for all transactions accomplished with the use of the Card and/or its associated PIN until 8:00 AM Eastern Time on the first business day following the day on which we receive written notice. We will not be liable for consequential damages arising from the unauthorized use of the Card.

10. **BUSINESS DAYS** - Our business days are Monday through Friday. Federal holidays are not included.

11. **BILLING CYCLE** - As of the end of each monthly billing cycle, You will be furnished a periodic statement showing, among other things, (i) the amount owed ("Previous Balance") at the beginning of the billing cycle, (ii) the amount of all Cash Advances, Credit Purchases and **INTEREST CHARGE** posted to the Account during the billing cycle, (iii) the amount of all payments and credits posted to the Account during the billing cycle, (iv) and the total amount due ("New Balance") at the end of the billing cycle which amount is the sum of (i) and (ii) less (iii).

12. **MINIMUM PAYMENTS** - You agree to pay to us, within 25 days ("Payment Due Date") from the "Closing Date" shown on the periodic statement, the sum of (i) either (a) the entire New Balance or (b) at your option, an amount which shall be at least 5.0% of the New Balance rounded up to the nearest dollar or \$25.00, whichever is greater, and (ii) any amount that is past due and any amount that is in excess of the Credit Limit. If the New Balance is less than \$25.00, it shall be paid in full. If you have given us a proper notification of a billing error, as the term is defined in the Truth-In-Lending Act and Regulation Z promulgated by the Board of Governors of the Federal Reserve System, the minimum payment will not include any amount attributable to the items covered by such notification until we shall have complied with the Act and the Regulation.

13. **INTEREST CHARGE** - If a Cardholder obtains Cash Advances or elects to pay for Credit Purchases in installments in the manner provided in paragraph 6 (i) (b), each periodic statement will include, and you agree to pay, an **INTEREST CHARGE** calculated at a Periodic Rate. The Periodic Rate is calculated by dividing the **ANNUAL PERCENTAGE RATE** by 12. The Periodic Rate used to calculate the **INTEREST CHARGE** on Credit Purchases and Cash Advances as described in paragraph 14 is 1.04% per month which corresponds to an **ANNUAL PERCENTAGE RATE** of 12.48%.

14. Interest Charge Calculation Methods and Computation of Balance Subject to Interest Rate. The **INTEREST CHARGE** calculation method applicable to the Account for Cash Advances is calculated in accordance with Method A shown in this paragraph. The **INTEREST CHARGE** calculation method applicable to the Account for Credit Purchases is calculated in accordance with Method G, also shown in this paragraph.

Method A - Average Daily Balance (including current transactions). An **INTEREST CHARGE** will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment. There is no grace period.

The **INTEREST CHARGES** for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of your Account. To get the average daily balance, we take the beginning balance of your account each day, add any new Credit Purchases or Cash Advances, subtract any payments, credits, non-accruing fees, and unpaid interest charges.

Method G - Average Daily Balance (including current transactions). To avoid incurring an additional **INTEREST CHARGE** on the balance of purchases reflected on your monthly statement and any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The Payment Due Date will be at least 25 days from the closing date of that statement and is printed on each monthly statement. The grace period for the New Balance of purchases extends to the Payment Due Date.

The **INTEREST CHARGES** for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of your Account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, subtract any payments, credits, non-accruing fees, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

15. **LATE PAYMENT FEES** - A late fee charge of 5% of the payment due or a maximum of \$15.00 will be assessed for payments made 10 days or more after the date payment of this bill is due.

16. **OVERLIMIT FEES** - If the balance of your account exceeds the credit limit (as listed on your account statement), an overlimit fee of 5% of the overlimit amount, not to exceed \$15.00, will be assessed.

17. **RETURNED CHECK FEE** -- If a check or electronic draft for payment of this account is returned, you will be assessed a \$25.00 fee. This fee will be assessed for each occurrence.

18. **CASH ADVANCE FEE** - A cash advance fee of 2% of the cash advance, not to exceed \$2.00, will be assessed when a cash advance transaction is completed.

19. **FOREIGN TRANSACTIONS** - A 1 % Foreign Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer, and a currency conversion occurs. 0.8% fee on all transactions where the merchant country differs from the country of the card issuer, and a currency conversion does not occur. This fee will be assessed on all international purchases, credit voucher, and cash disbursements.

20. **DETECTION OF ERRORS OR UNAUTHORIZED USE** -- You agree to examine your periodic account statement each month and immediately report any discrepancies or errors to us. If you fail to notify us of discrepancies or errors within 14 days from the statement "cutoff" date, we will be entitled to treat such information as being correct in all respects.

21. **ERROR RESOLUTION PROCEDURE** - If you notify us of an error or discrepancy in your periodic account statement with the time limitation described above, we will investigate the matter and notify you of the results of our investigation as soon as we have been able to obtain and verify all relevant information in accordance with the prevailing operating rules of VISA International. We will have no obligation to credit your account for the amount of any erroneous or unauthorized transaction unless caused by our negligence. If we determine that no error or unauthorized use has occurred, you may request us to mail copies to you

of the document or information in which we relied in making our determination.

22. **CREDIT INFORMATION** - When you apply under this program, you authorize us to obtain a credit report and any other information about your creditworthiness, as well as the creditworthiness of any of your principal owners. In addition, we reserve the right to perform an "on-going review" of your creditworthiness, as well as the creditworthiness of any of your principal owners, including, but not limited to, future credit reports to be acquired at our discretion,

but no less than annually. Any unfavorable information will be grounds for us to deny your application or terminate Card accounts. When we issue Cards under the program, we are relying on all financial and other information you have given us from time to time. You agree to provide us with financial information at our request so that we can evaluate your continued capacity to meet your obligations.

23. **REPRESENTATIONS AND WARRANTIES:** You represent and warrant to us as follows:

Cards issued to Cardholders under this program and the associated Card numbers and PINS will be used to purchase goods and services or to obtain cash exclusively for business purposes and only in strict compliance with the conditions and terms provided in this Agreement.

All financial and other information which you provide to us from time to time is, and will continue to be, true and accurate. You will inform us promptly in writing of any material changes in this information or your financial condition.

You will notify us in writing, of any intended change of your name, use of any trade name, and the effective date of such change.

No action or proceeding is pending against you which might result in any material or adverse change in your business operations or financial condition.

24. **TERMINATION** - You may terminate this Agreement at any time by providing us with written notice and also returning the Cards which have been issued. We have the right to terminate this Agreement or cancel any of the Cards at any time without notice. In the event this Agreement is terminated for any reason, you must still pay any present or future transactions resulting from the use of any Card or associated Card number or PIN. All Cards will remain our property and must

immediately be surrendered to us at such time as this Agreement is terminated or any Card is cancelled.

25. **NOTICES** - We may provide notice to you under this Agreement by mailing the notice to the address which we have for you in our records

26. **CHANGE OF TERMS** - We may change, amend, add to or delete any term or part of this Agreement, including the amount of any fees or charges. We can make these changes at any time by including a message on or with your periodic account statement. The change will be effective upon the date of the notice unless

otherwise provided. If under applicable law any such change requires your approval, your use of the program or the use of any Card on or after the date you receive the notice means that you accept and agree to the change.

27. **DEFAULT** - You will be in default if you fail to comply with any of the terms and conditions of this Agreement. You will also be in default if any of the following events occur:

You fail to make any payment under any indebtedness to us when due.

You provide or cause any false or misleading representations to be provided to us.

You die, become legally incompetent, are dissolved or terminated, cease to operate your business, become insolvent, fail to pay any debts as they become due, or become the subject of any bankruptcy, insolvency or debtor rehabilitation proceeding.

We learn from a credit reporting agency or other source that your financial condition has deteriorated significantly or your debt or unused credit lines from other lenders, in our opinion, has become excessive.

We have reasonable cause to believe that you will not be able to repay us, for any reason.

Upon the occurrence of any event of default, we will be entitled to terminate your rights under this Agreement without notice and recover possession of all Cards which have been issued. We also have the right to deny all Card or other transactions relating to the Card account.

28. **DAMAGES AND ATTORNEY'S FEES** - You will be liable for any loss or damages resulting from your breach of this Agreement or to which your negligence contributed. You will also be liable for any loss or damages resulting from unauthorized, fraudulent, or dishonest acts by any Cardholder or any of your

current or former authorized representatives. If we undertake collection or legal action to enforce our remedies under the terms of this Agreement, you agree to pay

our attorney's fees, expenses, and litigation costs to the extent permitted by law.

29. **DELAY IN ENFORCEMENT**- If we delay enforcing any of our rights under this Agreement, we will not lose those rights.

30. **FORCE MAJEURE** - We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including, without limitation, any act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of Card items.

31. **GOVERNING LAW** - This Agreement will be governed by the laws of Texas and applicable federal laws. If any provision of this agreement cannot be legally enforced, it will be considered changed, or deleted, if appropriate, to the extent necessary to comply with applicable laws. You consent to the jurisdiction and venue necessary to comply with applicable laws. You consent to the jurisdiction and venue of any court located in the State of Texas if we are requested to bring any legal proceeding pertaining to this Agreement. If any part of the Agreement becomes unenforceable, it will not make any other part unenforceable.