

Example of Credit Card Agreement

Cash Back Visa Signature Credit Card and City National Cash Back Card

(As of February 28, 2023)

YOUR CREDIT CARD AGREEMENT

- **Contract with Us.** This Credit Card Agreement, including the accompanying Pricing Information table ("Agreement"), and any future changes to it, is your contract with City National Bank ("Bank", "we", "us" or "our") and explains the terms of your credit card account ("Account" or "Credit Card Account"). Your signature on your application or solicitation for this Account, including without limitation any electronic or digital signature, as well as your signature on any sales slips or any Account-related document, represents your signature on this Agreement. Please read this Agreement carefully and keep it for future reference.
- **Terms Used in this Agreement.** In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

Term	Meaning
Access Device	Any PIN, account number or other means that may be used to access and obtain credit under the Account.
Authorized User	One or more persons to whom we issue a Card at your request, or that you allow to use your Account, Card or Access Device, including any person who is a minor, but is not responsible for the repayment of the Account unless applicable law permits otherwise.
Balance Transfer	A transfer of funds from the Account to another credit card issuer at your request. We may, at our option, permit Balance Transfers. Balance Transfer also includes any adjustments associated with any Balance Transfer.
Business Day	Monday through Friday, excluding federal legal holidays.
Card	One or more credit cards that we issue to Cardholders under the Account, and all renewals and substitutions of such cards.
Cardholder	Includes you and any other person to whom we issue a Card, including an Authorized User.
Cash Advance	A transaction other than a Purchase or Balance Transfer that allows you to obtain an advance of funds from the Account. Cash Advances include: <ul style="list-style-type: none"> ▪ Obtaining an advance of funds from us or any financial or non-financial institution, including from an automated teller machine (ATM), by phone, internet transfers or other means; ▪ Any payment you make to us for payment on an outstanding Cash Advance that is returned to us for any reason; ▪ Any transaction that we consider to be equivalent to a Cash Advance, such as the purchase of money orders, lottery tickets, traveler's checks, cashier's checks, foreign currency, casino gaming and betting transactions, off-track wagers, and similar items or transactions. Cash Advance also includes any adjustments associated with any Cash Advance.
PIN	The personal identification number issued in connection with a Card, and any substituted number.
Purchase	The use of the Account to: <ul style="list-style-type: none"> ▪ Buy or lease goods or services; or ▪ Make any transaction that is not otherwise a Balance Transfer or a Cash Advance. Purchase includes any adjustments associated with any Purchase.
Unauthorized Use	The use of the Card or any Access Device by any person, other than you, who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. Among other things, use by any Authorized User or by anyone you (or any Authorized User) gave the Card or any Access Device to is not Unauthorized Use, even if they exceed or violate your (or the Authorized User's) instructions or the individual spending limit set for them.

You, your and yourself	Each applicant and co-applicant that applied for the Account; each Account holder; and other person responsible for the payment of the Account. It also includes any Authorized User, except as otherwise noted in this Agreement.
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USING THE ACCOUNT

- **Account Usage.** You must immediately activate the Card using any activation process that is provided with the Card, as well as sign the Card where indicated upon receipt. We will at all times own all the Cards that we provide in connection with the Account. You will destroy or return to us the Cards upon our request.

You promise to follow the terms of this Agreement as long as the Account remains open or has an outstanding balance. You may use the Account for Purchases and to obtain Cash Advances. We may, at our option, from time to time, also permit you to obtain Balance Transfers.

You agree to use the Account only for lawful personal, family or household purposes. You may not use the Account for business or commercial purposes. You agree not to use or permit the use of any Card or other Access Device for any illegal transaction, including any illegal internet gambling transactions, and we will not be liable to you if you engage in any such transactions. We may deny authorization of any transaction identified as Internet gambling or illegal. You will still be responsible for repayment of any such transactions, and such transactions will be subject to all of the terms of this Agreement. You may not use the Account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Use of the Account in those countries will be blocked. You agree not to use the proceeds of any Cash Advances, Balance Transfers or other advances on the Account to make payments on the Account or to make payments on any other loans or obligations you have with us.

We will not be liable to you if (a) any merchant, financial or non-financial institution, ATM or any third party refuses to accept or honor your Card or any Access Device, even if that refusal results from restrictions or requirements we impose on your Account, (b) operational problems prevent a transaction from being authorized, or (c) a transaction is declined because you are in default under this Agreement or for any other reason contained in this Agreement. You acknowledge that other financial institutions' ATM networks may have limitations on the number and/or dollar amount of Cash Advances which you may withdraw from their ATMs.

You may arrange for certain merchants to store your Card number and expiration date, so that, for example, the merchant may charge your Account at regular intervals, or you may make charges using that stored Card information. We may (but are not required to), and you authorize us to, tell these merchants if your expiration date or Card number changes or if your Account is cancelled. You must notify these merchants directly if you want them to stop charging your Account.

- **Authorized Users.** You may permit one or more Authorized Users on the Account to have access to the Account by asking us to issue a Card and providing us with information that we require for each Authorized User. We may require that your request to add one or more Authorized Users be in writing. If we approve your request to add one or more Authorized Users, the Authorized User's use of the Account is subject to the terms and conditions of this Agreement. You agree to notify each Authorized User that they are subject to all applicable sections of this Agreement. Except for an Authorized User and any other Cardholder, you will not allow any person to have access to the Account, by use of a Card or any Access Device. You are liable for all transactions made by any Cardholder and any other person that you have authorized or allowed to use or have access to the Account, a Card or any Access Device, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your Credit Access Line or the individual spend limit on a Card to be exceeded. We may terminate the credit privileges of any Authorized User for failing to abide by the terms and conditions of this Agreement, for engaging in any fraudulent activity on the Account as determined by us, and for any other reason we deem appropriate. If you wish to terminate the credit privileges of any Authorized User, you must write to us at the address stated in your most recent periodic statement or call us at the phone number on your most recent periodic statement. We will have a reasonable amount of time after your request is received by us to effectuate the termination of the credit privileges of the Authorized User. You must immediately recover and destroy, by cutting in half, all Cards in the possession of the Authorized User. During this time you will continue to be responsible for any transactions of the Authorized User involving the Card or any Access Device until the termination is effective. You understand that we may discuss the Account with any Authorized User and provide information regarding the Account to any Authorized User. Authorized Users have no right to make any Account changes. Generally, Authorized Users are not liable for any outstanding balance on the Account, except as otherwise permitted by law.
- **Credit Access Line and Available Cash Line.** The Credit Access Line is the maximum amount of credit for which payment can be deferred on the Account, subject to the payment of the Minimum Payment Due. The initial Credit Access Line for the Account is assigned by us when the Account is opened and appears on the card carrier that accompanies the Card. The Account is also assigned an Available Cash Line by us, which is a portion of your Credit Access Line that can be used for Cash Advances. The current Credit Access Line and current Available Cash Line assigned to the Account will appear on the most recent periodic statement for the Account. We may increase or decrease your Credit Access Line and Available Cash Line at any time, either permanently or temporarily, without prior notice to you. We may decline or honor any

transactions for any reason. We will not be liable if a transaction is not honored for any reason, even if there was sufficient credit available under the Credit Access Line or, for a Cash Advance, under the Available Cash Line.

We may permit the primary Cardholder on the Account, as shown in our records, to set an individual spending limit for each other Cardholder (including any Authorized User but excluding any joint Account holder), subject to the Credit Access Line amount. You will be liable, however, for all transactions by an Authorized User even if they exceed their individual spending limit.

- **No Pre-Set Spending Limit and Transaction Authorization.** Unless you are considered an executive officer, director or other insider of the Bank under federal law, the Account has no pre-set spending limit. This does not mean that all transactions will be approved by us. Instead, each transaction in excess of the Credit Access Line will be considered for approval by us on an individual basis, and will be evaluated based on the spending and payment patterns on the Account, the Account history, your other relationships with us, information from consumer credit reports we obtain from credit bureaus, your experience with other creditors, our understanding of your resources, safety and soundness considerations and any suspected fraud. We may decline an authorization request for any transaction at any time for any reason. We may also request additional information from you at any time to evaluate a transaction request or your use of the Account. Any transaction honored in excess of the Credit Access Line or the Available Cash Line will not result in an increase of your Credit Access Line or Available Cash Line, respectively, unless we expressly notify you in writing. If we authorize a transaction that causes you to exceed your Credit Access Line, then you must pay, as part of your Minimum Payment Due, the amount by which your balance exceeds your Credit Access Line.

If you are considered an executive officer, director or other insider of the Bank under federal law, the no-pre-set spending limit feature will not apply to you. In that event, you agree not to permit the outstanding balance of your Account to exceed your Credit Access Line. If any transaction would cause your Credit Access Line to be exceeded, we can refuse to authorize the transaction or we can charge your Account for the transaction. You agree to pay us immediately, on demand, any amount by which the outstanding balance on your Account exceeds your Credit Access Line. Any transaction honored in excess of your Credit Access Line will not result in an increase of your Credit Access Line unless we expressly notify you in writing.

- **Enabling Your Mobile Device to Use Your Card.** When made available by us, you may register the Card with a third party program provider ("Program Provider") for programs such as Apple Pay™, Google Wallet™ or a similar program that allows Card transactions through a mobile communications device, such as a cell phone. You may do so by following the instructions of the Program Provider. Once your Card is registered, your mobile communications device becomes an "Enabled Device" which typically stores virtual representations of the Card to make contactless payments at merchants participating in the Program Provider's program, utilizing the merchant's contactless terminal, or "in-app" or other digital commerce payments. Your Enabled Device may not be accepted everywhere the Card is accepted.

Your Program Provider and other third parties (such as wireless companies or data service providers) may charge fees for your enrolling in a program or using an Enabled Device. You are responsible for any such wireless carrier data or usage fees incurred. We have no liability for any such fees.

You are responsible for keeping your Enabled Device login and other credentials private and secure. You should secure your Enabled Device with the same care that would be used with the Card, an Access Device, cash, checks, and passwords, or similar sensitive information, in order to avoid Unauthorized Use. Sharing of credentials with any other person may allow Unauthorized Use and unauthorized access to your personal and payment information available through the Enabled Device or the program. You agree to call us and your Program Provider immediately if you believe your Enabled Device or authentication credentials have been lost, stolen or compromised in any way or you believe an unauthorized person has used or may use your credentials.

We are not the provider of your Enabled Device and not responsible for providing the program's services to you. Use of your Enabled Device involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of the data transmissions. You should consider whether there is risk of loss or other problem that may result from wireless transmission or loss of your Enabled Device. Check with your Program Provider and your wireless carrier for information about their privacy and security practices.

We have no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim, directly or indirectly, associated with your Enabled Device, including, but not limited to, the security, accuracy, legality, appropriateness, content, what information is collected or accessed, performance or non-performance of your Enabled Device, nor the actions of your Program Provider or any other third party regarding any agreement you enter into respecting your Enabled Device or the program or any associated third party relationships that may impact use of your Enabled Device. Our liability, if any, is limited to your rights as a Cardholder for Unauthorized Use as provided in this Agreement and by applicable law.

It is your responsibility to read and understand the terms and conditions applicable to your Enabled Device before enrolling in, creating, activating or using a Card in an Enabled Device.

INTEREST CHARGED ON YOUR ACCOUNT

- **Annual Percentage Rates (APRs) and Monthly Periodic Rates (MPRs).** The APRs and corresponding MPRs applicable to your Account are shown on your Account Opening Disclosures. The MPR is equal to the APR divided by 12.
- **How we will calculate your APRs:** The APRs and corresponding MPRs applicable to your Account are variable APRs based on the Prime Rate. The Prime Rate means the highest U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* on the last business day (Monday through Friday, excluding federal legal holidays) of the month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease in your variable APRs on the first day of the billing cycle that begins in the month immediately following the month in which an increase or decrease in the Prime Rate occurs. If a variable APR increases, then your interest charges and Minimum Payment Due may increase. If *The Wall Street Journal* stops publishing the U.S. Prime Rate in its Money Rates section, then we may substitute another index and margin, in our sole discretion, subject to any notice and other requirements of applicable law.
- **Interest Charges.** We will not assess any interest charges on the Purchase and Balance Transfer segments of your Account if you pay the entire New Balance stated on your periodic statement by the Payment Due Date each month. We will assess interest charges on the Purchase and Balance Transfer segments of your Account if you do not pay the New Balance stated on your periodic statement in full on or before the Payment Due Date stated in the periodic statement. We will begin assessing interest charges on each Cash Advance from the transaction date of the Cash Advance and interest charges will continue to accrue until the day we receive payment for the full amount of the Cash Advance.

We calculate interest charges separately for the Purchase, Balance Transfer, and Cash Advance segments of your Account. The balance within the Cash Advance segment has a different APR from the balances within the Purchase and Balance Transfer segments of your Account. The total interest charges posted to your Account for each billing cycle is the sum of the interest charges for the Purchase, Balance Transfer, and Cash Advance segments and will be posted to your Account on the last day of the billing cycle.

- **Calculation of Interest Charges on Purchases.** We calculate the interest charges for the Purchase segment of your Account using the Average Daily Balance (including new purchases) method. On each day of the billing cycle we determine the Daily Balance for the Purchase segment. To calculate the Daily Balance, we (1) take the beginning balance of the Purchase segment, (2) add any new Purchases and any new fees posted to the Purchase segment (excluding unpaid interest and Foreign Transaction Fees), (3) subtract any payments and other credits posted to the Purchase segment, and (4) make any appropriate corrections or adjustments. If the Daily Balance is less than zero, we treat it as zero. We then add all of these Daily Balances for the billing cycle and divide that total by the number of days in the billing cycle. This determines the Average Daily Balance for the Purchase segment. We then multiply this Average Daily Balance by the MPR applicable to the Purchase segment of your Account.

This gives us the interest charges for the Purchase segment of your Account.

- **Calculation of Interest Charges on Balance Transfers.** We calculate the interest charges for the Balance Transfer segment of your Account using the Average Daily Balance (including new Balance Transfers) method. On each day of the billing cycle we determine the Daily Balance for the Balance Transfer segment. To calculate the Daily Balance, we (1) take the beginning balance of the Balance Transfer segment, (2) add any new Balance Transfers and any new fees posted to the Balance Transfer segment (excluding unpaid interest and Balance Transfer Fees), (3) subtract any payments and other credits posted to the Balance Transfer segment, and (4) make any appropriate corrections or adjustments. If the Daily Balance is less than zero, we treat it as zero. We then add all of these Daily Balances for the billing cycle and divide that total by the number of days in the billing cycle. This determines the Average Daily Balance for the Balance Transfer segment. We then multiply this Average Daily Balance by the MPR applicable to the Balance Transfer segment of your Account.

This gives us the interest charges for the Balance Transfer segment of your Account.

- **Calculation of Interest Charges on Cash Advances.** We calculate the interest charges on the Cash Advance segment of your Account using the Average Daily Balance (including new Cash Advances) method. On each day of the billing cycle we determine the Daily Balance for the Cash Advance segment. To calculate the Daily Balance, we (1) take the beginning balance of the Cash Advance segment of your Account, (2) add any new Cash Advances and any new fees posted to the Cash Advance segment (excluding unpaid interest, Cash Advance Fees and Foreign Transaction Fees), (3) subtract any payments and other credits posted to the Cash Advance segment, and (4) make any appropriate corrections or adjustments. If the Daily Balance is less than zero, we treat it as zero. We then add all of these Daily Balances for the billing cycle and divide that total by the number of days in the billing cycle. This determines the Average Daily Balance for Cash Advances. We then multiply this Average Daily Balance by the MPR applicable to the Cash Advance segment of your Account.

This gives us the interest changes on the Cash Advance segment of your Account.

- **Minimum Interest Charge.** If the total of the interest charges for a billing cycle is less than \$0.70, we will assess your Account a Minimum Interest Charge of \$0.70. The Minimum Interest Charge will be added to the Purchase balance of your Account if there is a Purchase balance. If not, it will be added to the Cash Advance balance of your Account.

TRANSACTION AND OTHER FEES CHARGED TO YOUR ACCOUNT

- **Transaction Fees.** We will assess the following Transaction Fees. The amount of each Transaction Fee is shown on the Pricing Information table and will be charged to the same balance segment (e.g., Balance Transfers, Cash Advance, or Purchase) to which the transaction is posted:
 - **Balance Transfer Fee.** A Balance Transfer Fee equal to 3% of the amount of the Balance Transfer, with a minimum Balance Transfer Fee of \$5.00. The Balance Transfer Fee will be posted to the Account on the same day as the Balance Transfer.
 - **Cash Advance Fee.** This fee will be charged to your when a Cash Advance is posted to your Account.
 - **Foreign Transaction Fee.** This fee will be charged on all foreign purchase, credit voucher, and cash disbursement original and reversal transactions, regardless of whether the transaction is made in U.S. dollars or in currency other than U.S. dollars and then converted to U.S. dollars. The Foreign Transaction Fee is imposed on the converted U.S. dollar amount of the transaction. See **Foreign Currency Transactions** section below for information on the conversion of the foreign transaction to U.S. dollars.
- **Other Fees.** We will assess the following other fees in the billing cycle in which they occur. These fees will be posted to the Purchase segment of your Account.
 - **Late Charge.** The amount of this fee is shown on the Pricing Information table and will be assessed if we do not receive at least the Minimum Payment Due at the address shown on the periodic statement within 15 days after the Payment Due Date shown on the periodic statement.
 - **Returned Payment Charge.** The amount of this fee is shown on the Pricing Information table and will be assessed each time your check or other payment instrument (including any postdated check) or an electronic debit or any other form of payment is not honored or is returned unpaid for any reason, even if it is paid upon subsequent presentment (if we elect to re-present the payment).
 - **Research/Photocopy Charges.** A research fee of \$35.00 per hour (with a one hour minimum) for the time spent researching something you have requested relating to your Account, and a copy charge of \$2.00 for each billing statement and \$12.00 for each sales or Cash Advance draft or other record of your Account. The research fee and the copy charges will not be imposed if your request relates to a billing error inquiry on your Account.
 - **Immediate Payment Posting Fee.** A special handling fee of \$15.00, called an Immediate Payment Posting Fee, will be assessed for each expedited payment processed to your Account. An expedited payment to your Account may be made only if you maintain a checking or savings account with us. To make an expedited payment, you must call your relationship manager at the Bank or the telephone number on your most recent periodic statement, and request that we debit your checking or savings account with us for the amount of the payment. Your payment request must be received by us no later than 4:00 p.m. Pacific Time on a Business Day if you wish us to make the expedited payment to your Account on that Business Day. If the expedited payment request is received by us after 4:00 p.m. Pacific Time on a Business Day, the expedited payment will be processed in accordance with our normal payment procedures and no Immediate Payment Posting Fee will be assessed to your Account. If you have more than one checking or savings account with us, you may designate only one account to be debited for the expedited payment. Debits from multiple checking or savings accounts are not permitted. Once your expedited payment request has been received by us, it cannot be revoked or changed. You must have sufficient collected funds in your checking or savings account for the expedited payment to be processed. In addition, the checking or savings account must be in the name of one or more of the Cardholders (but not an Authorized User) and there cannot be any signing restrictions that would preclude you from authorizing the debit.
 - **Replacement Card Fee.** Subject to applicable law, a \$25.00 fee for each new Card issued to replace a Card for any reason (including the issuance of a new Card to replace a lost, stolen or damaged Card, but excluding the issuance of a new Card to replace an expiring Card or a Card that has been the subject of a compromise), after a Card has been replaced once on your Account.

FOREIGN CURRENCY TRANSACTIONS

If a transaction is made in a currency other than U.S. Dollars (the "transaction currency"), Visa will convert the transaction into a U.S. Dollar amount (the "billing currency"). You agree to recognize the converted amount in U.S. Dollars as an amount that you are obligated to pay under this Agreement. Visa will use the procedures set forth in its operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, the Visa operating regulations state that the exchange rate between the transaction currency and the billing currency is: (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus an adjustment determined by the card issuer. The exchange rate for the applicable central processing date may differ from the rate in effect on the transaction date or the posting date. The exchange rate used may be the same as, greater than, or less

than the rate that would be available through a financial institution in the country in which the transaction occurred. We do not determine the exchange rate that is used.

PROMISE TO PAY AND PAYMENTS

- **Promise to Pay.** You promise to pay all interest, fees, charges and amounts advanced from your Account, including:
 - All amounts advanced by the use of a Card, any Access Device or otherwise, regardless of any terms contained on any sales or Cash Advance receipts to the contrary, and whether or not the merchant provides you with any sales or Cash Advance receipts, and
 - All amounts relating to advances made to other Cardholders and any Authorized Users and amounts relating to advances made to other persons that you allow to use the Card or any Access Device.

If the Account is a joint account, each of you is jointly and severally liable for all amounts owed on the Account and under this Agreement, and we may refuse any request from any of you if we receive an inconsistent request from another of you.

- **Periodic Statements.** We will provide you with a periodic statement for each billing cycle during which your Account has an outstanding balance of more than \$1.00 or on which interest or another finance charge has been imposed, or in which transactions have been posted to your Account. We will send only one periodic statement for each billing cycle even if your Account is a joint account. Your periodic statement and any notices about your Account will be sent to the most current mailing address we have in our records for the Account. If you have opted for us to provide your periodic statements electronically, we will not have any obligation to send any periodic statements to your mailing address. A billing cycle is the time beginning the day following one periodic statement closing date through and including the next periodic statement closing date. Each periodic statement will provide you with the information required by law, including the outstanding balance of the Account at the end of each billing cycle (the "New Balance"). A periodic statement may not be provided to you if we believe that your Account is uncollectible, if delinquency collection proceedings have been instituted, if we have charged off your Account in accordance with loan loss provisions and will not charge any additional fees or interest on the Account, or if furnishing the statement would violate applicable federal law.
- **Minimum Payment Due.** Each month you must pay at least the Minimum Payment Due by the Payment Due Date shown on your monthly periodic statement. You may, at your option, pay more than the Minimum Payment Due or pay the entire New Balance (as stated on your monthly periodic statement) to reduce or avoid interest charges for the Account. To calculate the Minimum Payment Due we begin with any past due amount. We then add any late charges and the amount in excess of your Credit Access Line. We then add the largest of the following:
 - \$25.00, or
 - 2.5% of the New Balance (after deducting any past due amount and the amount in excess of your Credit Access Line), rounded up to the nearest dollar.

A New Balance of less than \$25.00 is payable in full. **YOU MAY PAY THE TOTAL INDEBTEDNESS AT ANY TIME.**

- **Payment Instructions.** You must make all payments in U.S. Dollars. To do so, you must use a check, draft, money order or other negotiable instrument, or make an electronic payment, that is drawn on and honored by a United States bank. Do not send cash. We may reject payments that are not drawn in U.S. Dollars and those drawn on a financial institution located outside of the United States. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account on which the check is drawn or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account on which the check is drawn as soon as the same day we receive your payment and you will not receive your check back from your financial institution. All payment instruments must be sent to the address shown on your most recent periodic statement and must include the payment coupon from your periodic statement. There could be a delay of up to five (5) days in crediting the payment to your Account if you send or deliver a payment to us at any other address or you otherwise fail to follow our requirements for payments. This may result in the imposition of late charges and additional interest charges, and it may also result in your default under this Agreement. After we receive and credit your Account for any payment, whether such payment is received by check or other means provided for in this Agreement, we may not restore your available credit for the amount of such payment for a period of up to three (3) Business Days. Generally, credits to your Account, such as those generated by merchants in connection with returns, will not reduce your Minimum Payment Due.
- **Payment Allocation.** Subject to applicable law and except as provided below, we may apply payments and credits in any reasonable manner. If your Account has balances with different APRs, then subject to applicable law, we will decide how to allocate the amount of your Minimum Payment Due. Generally, we will apply your Minimum Payment Due first to lower APR balances before balances with higher APRs. If you make a payment in excess of the Minimum Payment Due, then the portion of the payment in excess of the Minimum Payment Due will be applied to balances with highest APRs and then to each successive balance bearing the next highest APR. We may adjust your Account as appropriate to address errors,

returned items, dishonored payments, and other matters.

- **Irregular Payments; Payments Marked "Paid In Full".** We may receive letters, checks or other types of payment that reflect "payment in full" or other restrictive language indicating satisfaction of your debt, without losing any of our rights to receive full payment under this Agreement. You must send any such communication and payment to City National Bank, P.O. Box 54830, Los Angeles, CA 90054, Attention: Credit Card Operations. Satisfaction of your debt for less than the full amount due requires a written agreement by us, signed by one of our authorized officers, with you.
- **Postdated Checks.** Payments should not be made by postdated check or other payment instrument. If we receive a payment made by a postdated check, we may deposit it and will have no liability if it is posted to your checking account prior to the date appearing on the check.
- **Credit Balances.** You may request a refund of a credit balance shown on your periodic statement at any time by either calling the Customer Service phone number shown on your most recent periodic statement or writing to us at City National Bank, P.O. Box 54830, Los Angeles, CA 90054, Attention: Credit Card Operations. Any written request must be in a mailing separate from your payment. Written notices on the payment coupon that you return to us with a payment will be insufficient for this purpose. We may reduce the amount of any credit balance by the amount of new charges or fees billed to your account.
- **Automatic Third Party Charges.** You may authorize a third party to automatically charge the Account for repeat transactions. If automatic charges are stopped for any reason (including because the Account is closed or suspended), or the Account or the Card number you have provided to the third party changes, you are responsible for notifying the third party biller and paying these charges directly. If the Account number or your Card number changes, we may, but are not required to, pay from your new Account or Card number charges that you authorized to be billed to your old Account or Card number.

ABOUT YOUR DEFAULT AND OUR REMEDIES

- **Default.** You and the Account will be in default under this Agreement if any of the following events occur:
 - (1) We do not receive any Minimum Payment Due by the Payment Due Date disclosed on the monthly periodic statement;
 - (2) You violate any other provision of this Agreement;
 - (3) You have made any false or misleading statement on the Application, or on any financial statement you have submitted to us for or in connection with the Account, or in connection with any other loans, products or services that you have with us;
 - (4) We receive information that you have died, filed bankruptcy, become insolvent, or are unable to pay your debts as they come due;
 - (5) We determine that there is a material adverse change in your financial condition;
 - (6) You fail to pay when due or are otherwise in default of any indebtedness you owe to another creditor, or any other indebtedness you owe us;
 - (7) There is an attachment, execution, or levy against you or any of your property; or
 - (8) A guardian, conservator, receiver, custodian, or trustee is appointed for you.If this is a joint Account, a default by one of you will be a default by all of you.
- **Remedies.** Subject to applicable law, in the event of a default, we may, at our option, in addition to such other remedies as we may have under applicable law with respect to such default and without prior notice to you, do one or more of the following:
 - (1) Cancel the Account;
 - (2) Require immediate payment in full of the entire outstanding balance and all accrued interest and other fees and charges owed on the Account;
 - (3) Suspend your credit privileges on the Account;
 - (4) Increase your Minimum Payment Due; or
 - (5) Suspend any features of the Account.

Following the exercise of any of the above remedies, you will remain subject to the provisions of this Agreement, including your obligation to repay the outstanding balance of the Account in full. We may delay or waive enforcement of any of the provisions of this Agreement without losing our rights to enforce either the same provision later or another provision at any time. You waive any right you may have to require us to take collection action or otherwise proceed against any other Cardholder or Authorized User before proceeding against you. All rights and remedies granted to us under this Agreement are cumulative and no one such right or remedy is exclusive to any other.

- **Payment of Collection Costs.** Subject to applicable law, you agree to pay all costs and expenses we incur in collecting amounts you owe us under this Agreement, or otherwise in enforcing or protecting our rights with respect to the Account, whether or not a lawsuit is filed. These costs and expenses may include, subject to any limits under applicable law, court costs, reasonable attorneys' fees (which may include, as permitted by applicable law, those of attorneys employed by us) and the expenses of retrieving your Cards (which expenses include those that we incur by having Card information placed in a warning bulletin or restricted list). We may charge your Account for any and all collection costs incurred with respect to your Account and this Agreement.

ADDITIONAL RIGHTS TO CANCEL OR SUSPEND YOUR CREDIT PRIVILEGES

You may cancel your Account at any time by providing us written notice at the address stated in your most recent periodic statement or by telephoning us at the phone number stated in your most recent periodic statement. If this is a joint Account, any of you may give us notice to cancel the Account and we may close it without notifying the other Account holder. Except as limited by applicable law, even if you are not in default, we may cancel your Account or suspend your credit privileges on the Account at any time without prior notice. After your Account is cancelled by you or us, or your credit privileges on the Account are suspended by us, we will not be obligated to make further advances on the Account to any Cardholder, but you will remain subject to the provisions of this Agreement, including your obligation to repay all amounts outstanding of the Account, and we may require immediate payment in full of all such amounts. You must cut all Cards in half and return them to us to the address stated in the most recent periodic statement. You will not attempt to make any Purchases or Balance Transfers, or obtain any Cash Advances, on the Account after the Account has been cancelled, or your credit privileges on the Account have been suspended by us.

CHANGES TO THIS AGREEMENT

We may add to, delete or change any of the terms of this Agreement at any time, subject to applicable law. This includes, but is not limited to, changing the MPRs, the APRs, and the method of calculating interest, fees, charges and the Minimum Payment Due, as well as adding new fees and charges. We may also amend this Agreement due to changes in regulation or legislation, business needs, product design and for economic and market conditions. However, we cannot increase the MPR on any existing balance except in limited circumstances and subject to applicable law. We will send you any notice of a change that is required by applicable law. Changes to some terms may require 45 days advance written notice and we will tell you in the notice if you have the right to reject a change. If the notice gives you the right to reject the change, and you reject the change, we may cancel the Account but you will remain obligated to pay us any outstanding amounts on the Account as well as any additional amounts that may be charged to the Account thereafter (such as, any interest charges and late fees).

ADDITIONAL IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

- **Assignment of Your Account.** We may sell, transfer or assign this Agreement, the Account, or the amount owing under the Account without notice to you. You may not sell, transfer or assign your Account or any of your obligations under this Agreement.
- **Financial and Other Information.** You represent and promise to us that (a) your most recent financial statements provided to us are true, complete and correct in all respects, (b) they fairly represent your financial condition as of the date shown on such statements, and (c) no material adverse change has occurred in your financial condition since that date. You also represent and promise to us that the most recent federal income tax return and all schedules attached to such return ("Federal Tax Return") that you have given to us are a true and correct copy of such Federal Tax Return filed with the Internal Revenue Service for the tax period ending on the date indicated in such Federal Tax Return. We may reinvestigate any information you provided to us on or with your application for the Account or otherwise in connection with your Account at any time. You agree to promptly provide to us, from time to time upon our request, current information regarding you and your financial affairs.
- **Credit Information and Reporting.** You authorize us to request and receive information from consumer reporting agencies and others concerning you and your credit history and to answer questions and requests from, and provide information to, others (such as merchants and consumer reporting agencies) about our transactions and experiences with you. If you believe that we have specific information about your Account that is inaccurate, you should write us at the address shown on your most recent periodic statement and identify the specific information that you believe is inaccurate. If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, contact us at the Customer Service phone number stated on your most recent periodic statement. You may also write to us at City National Bank, P.O. Box 54830, Los Angeles, CA 90054, Attention: Credit Card Operations. With your written request, please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.
- **Change of Name, Address, Employment and Other Information.** If you change your name, your address, your employment, or your telephone number (including a mobile phone number that you have provided to us) or any email address you have provided to us, you agree to write to us and provide this information so we can change our records. We will have a reasonable time to change our records to make any change.

- **Lost, Stolen or Unauthorized Use of Card or Any Access Device.** If your Card or any Access Device is lost or stolen, or if you think your Card or any Access Device is being or may be used without your permission, or an Unauthorized Use has occurred, you must notify us immediately by calling or writing us at the telephone number or address shown on your most recent periodic statement. Do not use the Card or any Access Device after we have been notified, even if the Card or Access Device is found or returned. You may be liable for the Unauthorized Use of your Card or Access Device. You will not be liable for an Unauthorized Use that occurs after you notify us, by telephone or in writing, of the loss, theft or possible Unauthorized Use of your Card or Access Device; however, you must identify for us the charges on the periodic statement that were not made by you, an Authorized User or other person authorized by you or the Authorized User, or from which you, such Authorized User or other person received no benefit. In any case, your liability for Unauthorized Use will not exceed \$50.00. You agree to assist us in our investigation, to comply with such procedures as we may require in connection with our investigation and to provide information relating to any loss, theft or possible Unauthorized Use of your Card or Access Device. At any time there is any loss, theft or possible Unauthorized Use of a Card or Access Device, we may close your Account and open a new Account and issue to you and all other Cardholders new Cards and Access Devices (other than an Enabled Device which you will need to update through your Program Provider). Such new Account will be subject to the terms of this Agreement, as amended from time to time.
- **Privacy.** If you require Emergency Cash Disbursement or Emergency Card Replacement Services through Visa, you agree that we may provide your personal data to Visa, Inc. or its or our contractors or services providers for that purpose. By entering into this Agreement, you expressly consent to the release of this information. Other information regarding privacy is set forth in the privacy notice that we will separately provide to you.
- **Telephone Monitoring.** You understand and agree that your telephone calls with us and/or our agent regarding your Account may be monitored and recorded for the purpose of assuring quality service or as required by applicable law. We may retain any telephone recording for such time as we will determine, but we will have no liability to you if we do not retain the recording.
- **Notices.** We will send any notices and other communications to you regarding the Account to the address appearing on the most recent periodic statement for the Account. If the Account is a joint account, we will send notices and communications to only one of you. If you have provided an email address to us, we may also send notices and other communications to such email address. Except as otherwise provided in this Agreement, you will send any notices to us at City National Bank, P.O. Box 54830, Los Angeles, CA 90054, Attention: Credit Card Operations.
- **The Law That Applies to Your Account.** This Agreement (including all provisions relating to APRs, fees and charges) and your Account will be governed and interpreted by federal law and, to the extent not preempted, the laws of the State of California (without reference to such state's conflicts of law rules), whether or not you live or use your Card or any Access Device in California. If there is any conflict between any of the terms and conditions of this Agreement and applicable federal or state law, this Agreement will be considered changed to the extent necessary to comply with the law.
- **Severability of Terms.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will continue to be effective. We use section headings to organize this Agreement. The headings are for reference purposes only.
- **Maximum Loan Charges.** If the Account is subject to a law that sets maximum loan charges, and that law is finally interpreted so that the interest or other charges collected, or to be collected, in connection with the Account exceeds the permitted limits, then: (i) any such charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from you which exceeded permitted limits will be refunded to you. At our option, we will refund the excess either by reducing the principal amount owed under the Account or by making a direct payment to you.
- **Cash Back Program and Other Benefits.** We will make available to you the benefits described in the City National Cash Back Visa Signature Program Terms and Conditions (the "Cash Back Program Terms") that will be separately provided to you and which can be found on www.cnb.com/cashbackcard. These benefits may be changed at any time and are subject to the provisions of the Cash Back Program Terms. Both we and third parties may provide you with additional benefits and services that are not described in this Agreement. These benefits and services are not part of this Agreement and may be added, deleted or changed at any time without notice. We are not responsible for benefits or services provided by third parties.

YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

City National Bank
Credit Card Processing Center
P.O. Box 84021
Columbus, GA 31908

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least three business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Access Line.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

City National Bank
Credit Card Processing Center
P.O. Box 84021
Columbus, GA 31908

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

New York Residents:

NOTICE TO THE BUYER: 1. Do not sign this credit agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this credit agreement.

CARDHOLDER: Your signature (including any facsimile, electronic or digital signature) on any application for the Account or any sales slip or other evidence of indebtedness on your Account represents your signature on this Agreement.

RETAIL INSTALLMENT CREDIT AGREEMENT

City National Bank
555 South Flower Street
Los Angeles, CA 90071

Chris Pomponio
Senior Vice President

