

McClain Bank
Mastercard® Business Application

PLEASE CHOOSE ONE: [] Preferred Points Card [] Standard Card
Rewards Option: \$49 Annual Fee per Account No Annual Fee

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT : To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.
WHAT THIS MEANS FOR YOU: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you.
MARRIED WI RESIDENTS: If you are applying for an individual account or a joint account with someone other than your spouse...

BUSINESS NAME (BORROWER) BUSINESS ADDRESS
CITY STATE ZIP CODE
BUSINESS PHONE TAX ID#
OWNERSHIP (CHECK ONE) [] Sole Proprietorship [] Partnership [] Private Corporation [] Public Corporation [] Non Profit
Type of goods or services provided:
If proprietorship, partnership or private corporation, have any of the principals ever filed for bankruptcy? [] Yes [] No
[] Please check this box if you would prefer to receive a Visa® Card.

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

Applicant Information (Copy to make additional pages if needed)

NAME TITLE
CREDIT LIMIT REQUESTED DA TE OF BIRTH SOCIAL SECURITY NUMBER
ADDRESS CITY STATE ZIP CODE
SIGNATURE X
NAME TITLE
CREDIT LIMIT REQUESTED DA TE OF BIRTH SOCIAL SECURITY NUMBER
ADDRESS CITY STATE ZIP CODE
SIGNATURE X
NAME TITLE
CREDIT LIMIT REQUESTED DA TE OF BIRTH SOCIAL SECURITY NUMBER
ADDRESS CITY STATE ZIP CODE
SIGNATURE X
NAME TITLE
CREDIT LIMIT REQUESTED DA TE OF BIRTH SOCIAL SECURITY NUMBER
ADDRESS CITY STATE ZIP CODE
SIGNATURE X
LOAN APPLICATION CERTIFICATION: Everything that I/we have stated in this application is correct to the best of my/our knowledge. I/We understand that you will retain this application whether or not it is approved.
STATE LAW DISCLOSURES: CA Residents: Regardless of your marital status, you may apply for credit in your name alone. If this is a joint account, after credit approval, each applicant has the right to use this account to the extent of any credit limit set by the creditor...

PERSONAL GUARANTY AGREEMENT

FOR VALUE RECEIVED the undersigned (hereinafter referred to as "Guarantors" whether one or more) jointly and severally guarantee unconditionally the payment of and promise to pay the Issuing Bank of the Card and Credit Devices issue pursuant hereto (hereinafter referred to as "Bank") any and all indebtedness and obligations, whether direct or indirect, absolute or contingent, primary or secondary, or joint or several and all renewals and extensions thereof, for which Borrower is now, or hereafter may become liable or indebted to Bank, whether such liability or indebtedness be in contract or tort; provided, however, that Guarantors shall not be required to pay Bank under this Guaranty Agreement an aggregate sum of more than the total interest and attorney's fees which may be or become owing by Borrower to Bank, plus the sum of the total outstanding balance of all cards issued by Bank for the account of Borrower.
In the event of the death of any of the undersigned Guarantors, this guaranty shall bind the decedent, his heirs, executors, and administrators only as to the indebtedness and obligations of Borrower to Bank which are existing at the time notice in writing of such death is received by the Cashier of Bank and as to all renewals and extensions thereof, in whole or in part whenever made, but this guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors.
Each of the undersigned Guarantors acknowledges that this guaranty is operative and binding as to him without reference to whether it is signed by any other person or persons and without reference to whether it is signed by any other person under any legal disability to sign the same; and that his liability hereunder shall be cumulative and in addition to any other liability or obligation to Bank, whether the same is incurred through the execution of a similar guaranty, through endorsement, or otherwise.
Guarantors shall furnish to Bank annually (and more frequently if requested by Bank) financial statements, including cash flow and contingent liability information.
Guarantors jointly and severally represent and warrant to Bank, that the value of the consideration received and to be received by Guarantors as a result of Bank extending credit to Borrower and Guarantors executing and delivering this guaranty agreement is reasonably worth at least as much as the liability and obligation of Guarantors hereunder, and such liability and obligation has benefited or may reasonably be expected to benefit Guarantors directly or indirectly.
Bank may assign its rights hereunder, in whole or in part, and upon any such assignment all the terms and provisions of this guaranty shall inure to the benefit of such assignee, to the extent so assigned. Any action or inaction by Bank with regard to the guaranteed indebtedness or this guaranty shall not impair or diminish the obligation of Guarantors hereunder. Bank shall not be liable for its failure to use diligence in the collection of the guaranteed indebtedness or in preserving the liability of any person liable thereon. The rights of Bank hereunder shall be cumulative of any and all other rights that Bank may have against Guarantors, or any of them, including but not limited to the right of set-off. The exercise by Bank of any right or remedy hereunder or under any other instrument, at law or in equity, shall not preclude concurrent or subsequent exercise of any other right or remedy.
This guaranty agreement is performable in Dallas County, Texas, and Guarantors waive the right to be sued elsewhere. This guaranty agreement is not intended and does not replace, cancel or otherwise modify or affect any other guaranty agreement of the Guarantors, or any of them, held by Bank.
Bank is relying and is entitled to rely upon each and all of the provisions of this agreement; and, accordingly, if any provision or provisions of this instrument shall be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding.
THIS GUARANTY EMBODIES THE FINAL, ENTIRE AGREEMENT OF GUARANTORS AND BANK WITH RESPECT TO GUARANTORS' GUARANTY OF THE GUARANTEED INDEBTEDNESS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS GUARANTY IS INTENDED BY GUARANTORS AND BANK AS A FINAL AND COMPLETE EXPRESSION OF THE TERMS OF THE GUARANTY, AND NO COURSE OF DEALING BETWEEN GUARANTORS AND BANK, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THIS GUARANTY. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTORS AND BANK.
Signed on this _____ day of _____, _____.

BANK # 4452 EMPLOYEE CODE: (Not to exceed 5 alpha or numeric characters)
CL _____ CDS _____ DT _____ BY _____

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

Mastercard® Business Application

	STANDARD CARD	PREFERRED POINTS CARD
Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Purchases	14.24% This APR will vary with the market based on the Prime Rate. ^a	
APR for Balance Transfers and Cash Advances	14.24% This APR will vary with the market based on the Prime Rate. ^a	
Penalty APR and When it Applies	19.24% – This APR will vary with the market based on the Prime Rate. ^b This APR may be applied if you allow your Account to become 60 days past due. How Long Will the Penalty Apply? If your APR is increased for the reason stated above, the Penalty APR will apply until you make three consecutive minimum payments when due.	
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore/ .	

Fees		
Annual Fee	None	\$49 per Account
Transaction Fees: Balance Transfer and Cash Advance International Transaction	Either \$10 or 3% of the amount of each balance transfer or cash advance, whichever is greater. 2% of each transaction in U.S. dollars.	
Penalty Fees: Late Payment Returned Payment	Up to \$25 Up to \$25	

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the account agreement that will be provided to you before you begin using your new card.

Prime Rate: After the introductory rate, the APR will vary based on changes in the Index, the Prime Rate (the base rate on corporate loans posted by at least 70% of the ten largest U.S. banks) published in the *Wall Street Journal*. The Index will be adjusted on the 25th day of each month or the business day preceding the 25th day if that day falls on a weekend or a holiday recognized by the Board of Governors of the Federal Reserve System. Changes in the Index will take effect beginning with the first billing cycle in the month following a change in the Index. Increases or decreases in the Index will cause the APR and periodic rate to fluctuate, resulting in increased or decreased Interest Charges on the Account. As of June 25, 2020, the Index was 3.25%.

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

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

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

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

The issuer and administrator of the credit card program is TIB The Independent BankersBank, N.A.
The information about the cost of the Card described in this table is accurate as of July 1, 2020.
This information may change after that date. To find out what may have changed, call us at 800-367-7576 or write TIB The Independent BankersBank, N.A., P.O. Box 569120, Dallas, Texas 75356-9120.

Please print and save this page for your records.