# ACCOUNT OPENING DISCLOSURES

| INTEREST RATES AND INTEREST CHARGES | |
|---|---|
| **Annual Percentage Rate (APR) for Purchases** | **7.25%** Variable APR<br><br>This APR will vary with the market based on the Prime Rate. |
| **APR for Balance Transfers** | **7.25%** Variable APR<br><br>This APR will vary with the market based on the Prime Rate. |
| **APR for Cash Advances and Convenience Checks** | **11.25%** Variable APR<br><br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is 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** |
| **Transaction Fees** | |
| Balance Transfer | None |
| Cash Advance and Convenience Checks | **3%** of the amount of each cash advance, but not less than **$4.00** nor more than **$50.00**. |
| Foreign Purchase Transaction | **2%** of each purchase transaction in US dollars. |
| **Penalty Fees** | |
| Late Payment | An amount equal to past due payment or $25.00, whichever is less. |
| Returned Payment | Up to **$25** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including current transactions)." For further details, please see Additional Disclosures, below or the Card Membership Rules that will be provided to you before you can begin using your new card.

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

# ADDITIONAL DISCLOSURES

1. Finance Charges start to accrue on cash advances, convenience checks and balance transfers of the date the item is posted to your account. Finance charges for purchases generally will start to accrue from the date the item is posted to your account, however, no finance charges will accrue on new purchases if the entire balance in your account is paid by the due date each month.

2. We figure the interest charge on your account by applying the 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, advances or fees, and subtract any payments or credits. 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. This gives us the "average daily balance."

3. Your account has a variable rate indexed on the Prime Rate. The rate on your account for purchases and balance transfers is the Prime Rate plus 4.00% per annum. The rate on your account for cash advances and convenience checks is the Prime Rate plus 8.00% per annum. Your rate will increase if the Prime Rate increases, but will only change one time per statement cycle. Changes in APRs (increases or decreases) due to changes in the Prime Rate will be effective on the first day of your next statement cycle beginning at least two days after the change in the Prime Rate. The Prime Rate is the prime rate published in the Money Rates column of *The Wall Street Journal* in effect for the second business day prior to the beginning of each statement cycle. Variable rate APRs are based upon the 3.25% Prime Rate in effect on August 13, 2010.

The information about the costs of the card(s) is accurate as of November, 2012. This information may have changed after that date. To find out what may have changed, write to us at Bank Card Center, P.O. Box 6609, Pine Bluff, Arkansas 71611.

F03-L436-8
SFNB-565

# VISA PLATINUM MEMBERSHIP RULES
## Amended May 10, 2011

The words "I", "we", "me", "my" and "us" will mean each and all persons making application for membership in the credit card system operated by the Bank or persons named as members on the front of the Card. "Card" means Visa Platinum card owned and issued by the Bank. "Bank" means Simmons First National Bank, Pine Bluff, Arkansas, U.S.A.

**Follow the Rules -**

I agree to accept and comply with these membership rules. If I fail to follow the membership rules, the Bank can cancel my membership and may demand immediate payment of all amounts I owe. The Bank may amend the rules from time to time. If the amendment is a significant change in account terms, I will be given an opportunity to opt-out of the proposed amendment in accordance with applicable law and regulations. In the event of an amendment to the rules, I agree to accept and comply with the amended rules, unless a right to opt out is granted and I timely exercise such right to opt out of the proposed amendment to the rules.

**Annual Fee –**

None.

**Verification of Identity, Age and Creditworthiness-**

I agree that the Bank may, and acknowledge that the Bank will, request information from me and from third parties to verify my identity and the identity of any other persons authorized to use my Card. Further, I agree that the Bank may obtain consumer reports about me to determine my identity, age, eligibility for credit, renewal of credit and future extensions of credit for as long as this Card membership exists. I understand and acknowledge that if I am under the age of 21 certain additional conditions and terms may be applicable to my card account as required by applicable law and regulations. I agree that I must maintain satisfactory creditworthiness to continue this Card membership and any determination by the Bank of unsatisfactory credit or filing of bankruptcy is grounds for termination of this Card membership.

**Card Usage -**

I understand that my Card can be used at designated locations throughout the world to purchase goods and services, to obtain cash advances and to transfer funds between accounts I designate. The Bank is not responsible for the refusal of anyone to honor my Card. Paper transactions or electronic transactions will not be final until they are received by the Bank. Transactions are governed by the laws of Arkansas and the laws of the United States of America. From time to time the operation of cards issued by the Bank may be suspended in specified foreign countries or specific regions thereof, due to ongoing fraudulent activities involving credit cards. Due to the nature of such fraudulent activities, the Bank is unable to provide advance notice or the duration of any such suspension. If I use my Card in a check guarantee system, I agree to allow the check to be handled as a credit card cash advance if the check is not paid. I agree not to use my Card for any type of Internet gambling transaction. Further, I agree not to use my Card for any unlawful transaction and acknowledge that the Bank may refuse to honor any transaction determined to be unlawful. Restricted transactions, involving the acceptance of any credit, funds, instrument, or other proceeds from another person in connection with unlawful Internet gambling, are prohibited from being processed through my Card account. I acknowledge my responsibility to pay for goods and services obtained through the use of my Card, even if such good or services were obtained in an unlawful transaction.

**Responsibility for Card Use -**

I understand that I am responsible for the use of all Cards issued for use with my membership. I will not allow unauthorized persons to use my Card.

**Notification -**

For my own protection and for the protection of the Bank, I agree to promptly notify the Bank if I discover my Card has been lost or stolen, or if I suspect the Card has been used without my authorization.

**Card Ownership -**

I understand as a member and Cardholder that I do not own my Card. When requested to do so I will surrender my Card to the Bank or to a person designated by the Bank. I understand that any or all privileges to use my Card may be modified or canceled by the Bank at any time without notice to me.

**Promise to Pay -**

I promise to pay to the order of Simmons First National Bank all transactions in which I have used Bank funds as a result of the use of my Card. If the funds involve cash advances or extended payment privileges, I also agree to pay the transaction fees and finance charge as described below.

I must pay all bills or invoices, including the minimum payment shown on my monthly statement on time (on or before payment due date) and in U.S. Dollars. The Bank does not waive its right to collect the full amount due if I pay late or I pay part of the bill, even if I write the words "paid in full" (or similar words) on any correspondence to the Bank.

**Available Credit Limit -**

The Bank will supply a monthly statement listing the amount and location of all transactions posted prior to the closing date of the statement. I agree to limit my transactions so that my balance will stay within the available credit limit approved for me by the Bank and listed on the statement. The Bank may refuse to honor transactions that would cause my account balance to exceed my available credit limit. My available credit limit will be restored to reflect a payment after the Bank receives final payment on my check or other payment method. The Bank may increase or decrease my available credit limit or my available cash advance credit limit without notice. The Bank will not increase my available credit limit without considering my ability to make the required

payments on my Card account. The credit available for my use may, from time to time, be less than my available credit limit. My available credit limit will not be increased by the amount of any credit balance.

If I am under the age of 21, any increase in the credit limit on my Card account must be approved in writing and joint liability for such increase assumed by all guarantors, co-signers or joint applicants who have assumed secondary or joint liability on my Card account.

**Billing –**

If there is a debit or credit balance of $1.00 or more on my account, the Bank will mail or deliver a monthly statement to me not less than 21 days prior to the payment due date specified in the statement. I am responsible for maintaining my current mailing address on file with the Bank. The Bank may consider me to have received any notice mailed to me at the current address on the Bank's records.

**Billing Errors –**

Transactions listed on my statement will be presumed correct unless I notify the Bank of an error in writing within 60 days of my statement mailing date. (NOTICE: The procedures for notifying us of errors on your monthly statement were disclosed upon the opening of your account and at least annually thereafter. The mailing address to notify us of a billing error is set forth on your monthly statement.)

**Posting Transactions; New Balance -**

Debit transactions from purchases, cash advances, convenience checks and balance transfers are posted the day they are received. Debit transactions from purchases are aggregated into my Purchases Balance. Debit transactions from cash advances and convenience checks are aggregated into my Disbursed Cash Balance. Debit transactions from balance transfers are aggregated into my Transferred Balance. Applicable finance charges will be added to and included in my Purchases Balance, my Disbursed Cash Balance and my Transferred Balance on the last day of the statement cycle. My account balance is the sum of my Purchases Balance, my Disbursed Cash Balance and my Transferred Balance, which at the end of each statement cycle is shown as my "New Balance".

**Full Payment Option -**

Each month I have the option of paying the “New Balance” in full within 25 days of the cycle closing date. Payment in full (received within 25 days) avoids additional finance charges on the Purchases Balance included in the "New Balance" as well as new purchases (but not on cash advances, convenience checks or balance transfers) made during the next statement cycle.

**Partial Payment Option** -

Each month I have the option of paying part of my account balance as long as my payment is at least equal to the minimum payment shown on the statement. The minimum payment will be the greater of (i) 1% of the New Balance plus all finance charges and late fees assessed during the billing cycle plus any past due amounts, or (ii) $10.00. I will pay the total New Balance if it is less than $10.00.

If the Bank has not received a minimum payment by payment due date (or the end of the next business day if the payment due date is on a Saturday, Sunday or bank holiday), I will pay a late charge in an amount equal to my past due payment or $25.00, whichever is less.

**Crediting of Payments-**

An amount equal to the minimum payment from the initial payment during any statement cycle will be applied first to my Purchases Balance, then to my Disbursed Cash Balance and finally to my Transferred Balance. All additional payments received during the same statement cycle will be applied to the balances based upon the applicable interest rate on that balance, starting with the balances with the highest interest rates. Any part of a payment complying with the payment instructions on the periodic statement and received within 25 days of the cycle closing date which is credited to my Purchases Balance will be credited as of the beginning of the statement cycle in which received. Any part of a payment that is credited to my Disbursed Cash Balance, my Transferred Balance or all of any Payment which is received more than 25 days after the cycle closing date will be credited as of the day received, if received before 5 p.m. CT by the Bank, otherwise on the next banking day, provided that any payment paid in person at a branch of the Bank shall be credited not later than the day received. Payments received and accepted by the Bank which do not comply with the payment instructions on the periodic statement may result in a delay in crediting the payment to my account.

**Electronic Transfer Authority-**

Anytime I send the Bank a check for payment on my account, I authorize the Bank to make a one-time electronic transfer debit from my bank account for the amount of the check.

**Finance Charge -**

Finance Charge on cash advances and convenience checks will accrue from the date of the transaction and continue until the Disbursed Cash Balance is paid in full. Finance Charge on balance transfers will accrue from the date of the transaction and continue until the Transferred Balance is paid in full. Finance charge on purchases will accrue from the date of the transaction if there was a "New Balance" at the start of the current statement cycle, or from the first day of the statement cycle next following the date of the transaction if there was not a "New Balance" at the start of the current statement cycle.

Date of transaction will be the latter of the transaction date or the first date of the statement cycle in which the transaction is posted.

A Finance Charge will not be imposed on (i) the Purchases Balance included within the "New Balance", if payment in full of the “New Balance” is received within 25 days of the prior statement cycle closing date or (ii) that part of the Purchases Balance

equal to the amount of any payment received within 25 days of the prior statement cycle closing date and credited to the Purchases Balance in accordance with these rules.

**Interest Rates –**

Finance charge on the Purchases Balance and the Transferred Balance where applicable is computed by applying to my average daily balance for the Purchases Balance and the Transferred Balance, including unpaid finance charges (as indicated on my monthly statement) a daily periodic rate equal to the Prime Rate plus 4.00% divided by the number of days in the year. The Prime Rate is the prime rate published in the Money Rates column of The Wall Street Journal in effect for the second business day prior to the beginning of each statement cycle. If The Wall Street Journal ceases publication or to publish the Prime Rate as now shown in its Money Rates column, the Bank may use the prevalent prime rate in the United States as published in any other newspaper of general circulation, or the Bank may substitute a similar reference rate at its sole discretion. The finance charge for the Disbursed Cash Balance is computed by applying to my average daily Disbursed Cash Balance including unpaid finance charges (as indicated on the monthly statement) a daily periodic rate equal to the Prime Rate plus 8.00% divided by the number of days in the year. If a transaction fee is applied, the annual percentage rate (APR) may be higher than the periodic rate disclosed above. The maximum interest rate applicable to my Card is governed by the laws of the United States of America and the State of Arkansas.

**Other Charges and Collection Fees -**

Transaction fees for cash advances (including advances in foreign currencies) and convenience checks will be 3% of the amount of the cash advance or check amount (but not less than $4.00 nor more than $50.00)**.** If I request a photocopy or the original ticket of an item appearing on my monthly statement, I will pay the Bank the fee assessed to them by Visa U.S.A., Inc. for this service. I agree to reimburse the Bank any and all amounts which it pays to any owner/operator of an automated teller machine (ATM) or any national, regional or local ATM network used to complete any transaction for my use of my Card at an ATM not located at an office or branch of the Bank. I will pay a $12.00 service charge per payment, if I utilize a service representative of the Bank to obtain expedited service for any payment. If I request express delivery of my Card(s) I will pay an express delivery fee equal to the actual costs incurred by the bank in making the express delivery. If I make my payment with a check or other negotiable instrument and it is returned to the Bank unpaid, I will pay a Return Check Charge of up to $25.00. I will not be charged two or more penalty fees for a single event or transaction. If more than one fee may be applicable due to a single event or transaction, the Bank may impose the highest permissible fee. If my account is placed with an attorney or another agency for collection, I will also pay attorney fees, court costs, witness costs (including transportation and lodging) and any other fees as allowed by law.

**Foreign Currency Transaction Fee -**

If I make any purchases in foreign currencies, the Bank and/or Visa U.S.A. will convert the foreign currencies into U.S. Dollars. Visa will use their applicable currency conversion procedures. Currently, the conversion procedures utilize 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 the government mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Bank. I agree to pay the Bank the sum in U.S. Dollars as converted by Visa, plus an additional 2% of the converted amount attributable to purchases (but not cash advances). The currency conversion rate used on the conversion date may differ from the rate in effect on the date I used my Card.

**Closing Account**-

In the event I close my account, I agree to notify the Bank in writing and return my Card(s) cut in half. If I close my account, I remain responsible to pay all amounts I owe to Bank according to the terms of these card membership rules. If my account is a joint account, either cardholders may cancel the account, but we will both remain responsible for any amount owed to the bank.

**Amendments –**

These rules (including, but not limited to rates and fees) may be amended by Bank from time to time. I will be notified of any amendment to the rules not later than the date of my next monthly statement, unless sooner required by applicable law or regulation. In addition, if the amendment is a significant change in account terms, I will be given an opportunity to opt-out of the proposed amendment in accordance with applicable law and regulations.

If the Bank amends the interest rate specified in the rules while my account has a promotional interest rate, the amendment will not affect my account until my promotional interest rate expires.