JCB INTERNATIONAL CREDIT CARD CO., LTD.
P. O. Box 71565, Los Angeles, CA 90071-0565
Cardmember Services (800) 366-4522

Dear Cardmember:

JCB CONSUMER CREDIT CARD AGREEMENT AND DISCLOSURE UNDER THE FEDERAL TRUTH IN LENDING ACT

Before using the enclosed card, read this Agreement carefully. This Agreement governs the Marukai JCB Credit Card Account ("Account") and the Marukai JCB Card ("Card") that JCB International Credit Card Co., Ltd. ("we", "us," or "our") has established by you. By signing, accepting or using the Card, you agree to all of the terms written below. We thank you for choosing JCB.

1. USE OF ACCOUNT. You can use your Card to obtain cash, goods, or services. You agree that you will use your Card primarily for personal, family or household purposes.

Purchases. You can use your Card to pay for goods and services at any and all merchant locations and service providers that honor the Card. Any such use of your Card will be treated as a "purchase."

Cash Advance. You can use your Card to obtain cash from branch offices of participating financial institutions or automated teller machines ("ATM") linked to a participating ATM network. Any such use of your Card will be treated as a "cash advance."

Convenience Checks. We may, from time to time, issue convenience checks to you. Convenience Checks allow you to write a check to a third party and the check is drawn against the Account. Convenience Checks are treated the same as cash advances and are referred to in this Agreement as "check advances."

2. CREDIT LIMIT / CASH LIMIT. You agree not to make purchases that result in your Account balance exceeding the credit limit we set for your Account. You agree not to make cash or check advances that result in your Account balance exceeding the cash limit we set for your Account. The initial credit limit is set forth on the face of your Card carrier. The credit limit and the cash limit can be found on your monthly statement. We reserve the right to reduce your credit limit or cash limit.

3. PROMISE TO PAY. You promise to pay us for all purchases, cash advances, interest charges, fees and other charges associated with your Account. You also agree to be responsible for charges (i) incurred by persons who have actual, implied or apparent authority to use your Card(s) and/or Account or (ii) from which any of you receives benefit, whether tangible or intangible.

4. PAYMENTS. Each month you will be billed for charges to your Account. You may elect to pay only a portion of the amounts owing on your Account each month, but you agree to pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. (i) for California residents, 5% of the New Balance shown on your billing statement or $15 (whichever is greater) plus any part of the previous month's Minimum Payment Due that is past due, and any amount by which your New Balance exceeds your assigned credit limit. A New Balance of $15 or less must be paid in full, or (ii) for all others, 3% of the New Balance shown on your billing statement or $15 (whichever is greater), plus any part of the previous month's Minimum Payment Due that is past due, and any amount by which your New Balance exceeds your assigned credit limit. A New Balance of $15 or less must be paid in full.

Payments 1) received by 5 p.m. local time at the address shown on the remittance coupon on the front of your billing statement; 2) paid with check or draft drawn in US dollars on a U.S. financial institution or a U.S. dollar money order; and 3) sent in the return envelope with only the remittance coupon from your billing statement, will be posted on the same business day of the receipt. Payments received after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements; will be credited as of the next business day. Any other payments, credit may be delayed up to five days. Payments received with post-dated checks will be deposited upon receipt.

The Payment Due Dates for your Account will always fall on the same date each month and you have 27 days from your Statement Closing Date until the next Payment Due Date. If your due date falls on a weekend or holiday, your payments received on the next business day will be credited to your Account as received on the due date without late penalties.

We can accept late payments and partial payments marked "Payment in Full" (or similar language) without losing our rights including the right to obtain full payment of the amount owed on your Account.

Payment by third party check or draft that has been endorsed by you to us is not acceptable. Payment by check or draft made directly to us but drawn by anyone other than you may be rejected at our option.

How we apply your payments: The minimum payment is applied at our discretion. Any payments that exceed the Minimum Payment Due, are applied to the balance with the highest interest rate first.

5. FOREIGN TRANSACTION. If you use the Card for a transaction in a currency other than U.S. dollars, we and our affiliate company will convert such transaction amount into U.S. dollars pursuant to the then-applicable conversion procedures and operating regulations. Currently, we and our affiliate company use wholesale exchange rates, with the exception of certain currencies where there are government-mandated exchange rates. In each case, such applicable rate will be increased by 1.1% by our affiliate company as an exchange fee and we will bill you for the U.S. dollar amount so calculated. If a credit is issued for a transaction, the credit amount will be calculated in the same manner. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you transact on the Card or the date on which such transaction is posted. You agree to accept such converted amount in U.S. dollars.

6. VARIABLE RATE INFORMATION. If you carry a balance or transact Cash or Check Advances on your Account, we will charge interest at your VARIABLE ANNUAL PERCENTAGE RATE.

The VARIABLE ANNUAL PERCENTAGE RATE may change quarterly on the first day of the billing cycle beginning in April, July, October, and January, based on the Prime Rate on the second Tuesday on March, June, September, and December. Any increase will have the effect of higher monthly payments and higher interest charges. If *The Wall Street Journal* stops publishing the Prime Rate, we reserve the right to choose a comparable index.

The VARIABLE ANNUAL PERCENTAGE RATE is equal to **9.9%** above the Prime Rate. This applies to purchases, cash and check advances shown on your statement. For residents of California and Nevada, such VARIABLE ANNUAL PERCENTAGE RATE shall not exceed **18.0%**. For residents of Oregon and Washington, such VARIABLE ANNUAL PERCENTAGE RATE shall not exceed **12.0%**. The **INTEREST CHARGE** is posted to your Account at the end of the billing cycle in a single amount as part of the New Balance. As of December 8, 2009, the applicable Prime Rate is 3.25%.

7. INTEREST CHARGE CALCULATION. Interest charge on purchases and interest charge on cash or check advances are calculated separately. We use a method called "average daily balance (including new purchases)" as follows:

PURCHASE BALANCE SUBJECT TO PERIODIC INTEREST CHARGE: If you pay your New Balance at the beginning of a billing cycle in full by the Payment Due Date, no Periodic Interest Charges will be imposed on purchase transactions for the billing cycle. For balances not paid in full, we will determine the daily purchase balance by (a) starting with the day's beginning purchase balance for the Account, (b) adding any purchases or other charges posted that day, (c) subtracting any payments or credits posted that day, and (d) subtracting any outstanding cash and check advances, Interest Charges or Account fees, (e) dividing the sum of (a) to (d) by the number of days in the billing cycle.

CASH AND CHECK ADVANCE BALANCE SUBJECT TO PERIODIC INTEREST CHARGES: We will determine the cash and check advance balance subject to periodic Interest Charges by (a) starting with the day's beginning cash balance for the Account, (b) adding any cash and check advances, (c) subtracting any payments or credits posted that day, and (d) subtracting any outstanding purchases, Interest Charges or Account fees, (e) dividing the sum of (a) to (d) by the number of days in the billing cycle.

Transaction Interest Charge. Each time you obtain a cash or check advance, you agree to pay an **INTEREST CHARGE** of $2.00 or 2% of the amount of the advance, whichever is greater. The assessment of a cash or check advance Interest Charge may increase the VARIABLE ANNUAL PERCENTAGE RATE on your periodic statement above the corresponding VARIABLE ANNUAL PERCENTAGE RATE.

Grace Period For Purchases. We will not assess a Periodic Interest Charge on purchases in a billing cycle if we receive the New Balance shown on your previous billing statement by the Payment Due Date (which is twenty-seven (27) days after the closing date of the billing cycle). If we do not receive the entire New Balance by the Payment
Due Date, Periodic Interest Charges will accrue on all purchases, from the beginning of the billing cycle or the date they were posted to your Account, whichever is later.

No Grace Period For Cash and Check Advances. There is no grace period for cash and check advances. Periodic Interest Charges accrue on advances from the date they are posted to the Account.

8. OTHER FEES AND CHARGES.

Annual Fee. We will waive all annual Credit Card fees for your Account until you are notified otherwise.

Late Charge Fee. You will have at least twenty-seven (27) days between the Billing Cycle Closing Date and the Payment Due Date shown on your billing statement. If we do not receive the Minimum Payment Due within two days after the Payment Due Date, you agree to pay a late charge as follows: (i) for residents of Oregon and Washington, no late charge is imposed, (ii) for residents of California, a late charge up to $10.00 is imposed for the billing period, and (iii) for residents of Nevada, a late charge up to $15.00 is imposed for the billing period.

No Over-limit Fee. No overlimit fee is assessed on your Account. However, please note that we may decline any transaction that may cause you to exceed your credit limit.

Dishonored Check Charge. You agree to pay a dishonored check charge for each dishonored check or money order presented to us for payment as follows: (i) for residents of California, Washington or Oregon, no dishonored check charge is imposed for the billing period (ii) for residents of Nevada, a dishonored check charge up to $15.00 is imposed for the billing period. We reserve the right to impose the interest charge for the billing period in accordance with the Agreement for the payment amount that was not processed.

Service Charges. If you request a duplicate statement or copy of any sales draft or other document concerning any charge reflected on a billing statement, we will supply copies for $5.00 each, payable in advance. If you request information that requires research, a fee of $15.00 per hour will be charged to your Account. However, if any request for copies or research is made to dispute a charge on the Account, and it turns out the charge was in error, we will credit the Account for any service charges imposed.

Collection Costs. You agree to pay the costs of collecting the Account or retrieving the Card, including court costs and reasonable attorneys' fees and costs, whether or not a lawsuit is filed.

Fees Related to Method of Payment. We will not impose a separate fee to allow you to repay an extension of credit or Interest Charge, whether such repayment is made by mail, electronic transfer, telephone authorization, or other means, unless such payment involves an expedited service by us to avoid late charges.

The above fees and charges will be assessed to the extent permitted by applicable law.

9. EQUAL CREDIT OPPORTUNITY ACT NOTICE. The federal Equal 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 drives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

10. CREDIT BALANCE. If a credit balance (represented by an amount with a minus "-" sign) is shown on your statement, it represents money owed to you. If you do not make sufficient charges against the credit balance or request a refund, we will issue a check to you for the credit balance if the amount is $1.00 or more within 30 days after expiration of the six month period following the date of the first statement indicating the credit balance. To obtain a refund of a credit balance, please write to us at JCB International Credit Card Co., Ltd., 700 S. Flower Street, Suite 1000, Los Angeles, CA 90017.

11. FINANCIAL DATA AND CREDIT INFORMATION. You agree to give us a current financial statement or new credit information, from time to time, upon request. From time to time we may release information about our experience with you and your credit records to credit bureaus and others. We can reinvestigate any information you provided on your application at any time, and in the course of doing so we may ask you for additional information, request credit bureau reports and otherwise verify your credit standing.

12. CHANGE OF PERSONAL INFORMATION. You agree to notify us immediately of any change in your name or address. Your notice must be sent to us at the address appearing on the front of your statement.

13. UNAUTHORIZED USE. You agree to contact us by telephone immediately if someone uses your Card without your permission or if your Card is lost or stolen. You can call toll-free, twenty-four (24) hours a day, at: **800-366-4522.**

You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed $50.00.

14. MERCHANT RELATIONS. We will not be responsible if any merchant or financial institution refuses to honor your Card. If you have a dispute concerning any merchandise or service purchased using your Account, you agree to attempt to resolve the dispute directly with the merchant. We will not be responsible for errors in cash advance transactions that are due to malfunctions in ATMs.

15. AUTHORIZATIONS. We reserve the right to deny authorization of any purchase or cash or check advance transaction without prior notification. You agree that neither we nor any merchant or authorization service we use, shall be liable for any authorization denial.

16. TERMINATION OF ACCOUNT.

Termination By You. You may terminate your Account at any time by returning all current Card(s) to us and writing us that you wish to cancel the Account. Your letter and the Card(s) must be sent to us at JCB International Credit Card Co., Ltd., 700 S. Flower Street, Suite 1000, Los Angeles, CA 90017.

Termination By Us. We may terminate your Account at any time, with or without cause, upon giving you only such notice as is required by law. If we terminate your Account, you must immediately return all Card(s) and Convenience Check(s) to us. Any use of Card(s) or Convenience Check(s) after your Account has been terminated may be considered fraudulent. Terminating the Account does not require you to immediately pay off the remaining balance.

If you or we terminate your Account, you will still be responsible for charges to your Account, even if they are made or processed after your Account is closed. You will be responsible to pay the outstanding balance on your Account according to the terms of this Agreement.

17. CARD SURRENDER. You agree to surrender such Card to us or to our agents upon demand, and to promptly cease use of and return all Cards and Convenience Checks upon termination of your Account.

18. LIABILITY. If you applied for an Account as an individual and were approved, then your Account is an individual Account. If you applied for an Account with another person as a joint Account and were approved, then your Account is a joint Account. If you requested that an additional person be given a Card to use your Account (whether the Account is an individual Account or a joint Account), and we issued you an additional Card for that person, then that person is an Authorized User. If your Account is an individual Account, you are liable for the full amount of all purchases, cash and check advances, Interest Charges, miscellaneous charges and fees, and any other monetary obligations associated with the Account, including charges in excess of your credit limit and including any charges by an Authorized User. If your Account is a joint Account, each of you has the right to use the Account to the extent of the credit limit and each of you is jointly and severally liable for the full amount of all purchases, cash and check advances, Interest Charges, miscellaneous charges and fees, and any other monetary obligations associated with the Account, including charges in excess of your credit limit and including any charges by an Authorized User or by the joint applicant on your joint Account.

19. WAIVERS. We may waive or decline to enforce any of our rights under this Agreement at any time without affecting our ability to enforce those same rights at another time. Our ability to enforce our remaining rights is not affected if we waive any of our rights.

20. ELECTRONIC TERMINALS. If you have been or are later
given a Personal Identification Number ("PIN") to access your Account at ATMs, you agree not to disclose your PIN to others. You also agree that we may terminate your use of ATMs without cause or prior notice.

21. CHANGE IN TERMS. We can change the terms of this Agreement, including terms relating to interest rates and fees that may be imposed and including adding new contract terms that differ in kind from the terms and conditions included in this Agreement, at any time.

You will be notified of significant changes in terms of the Account, including interest rates and fees, not later than 45 days prior to the effective date. When certain terms change, you have the right to cancel the Account. Closing or canceling the Account does not require you to immediately pay off the remaining balance. You can also opt out of, or refuse, those changes before the effective date except your minimum payment due. Once you opt out of, or refuse those changes, 1) your Account may be closed, 2) JCB Cash Back Points Program may be cancelled and 3) Card benefits become unavailable.

No increase in annual percentage rate (APR), fee, or Interest Charge on your credit card Account shall be effective before the end of the 1-year period beginning on the date on which your Account is opened. Changes in a variable rate that occur quarterly in the index are not included in this limitation.

22. ASSIGNMENT. We have the right to assign all or any portion of this agreement and the outstanding balance of your Account at any time, without providing prior notice.

23. GOVERNING LAW/CONFLICTING TERMS. The rights and obligations between you and us concerning the Account are governed by and interpreted according to California and federal law. Your Account has been approved and agreed to in California, credit is extended to you in California, your payments are received in California, and your payments are completed when we actually receive collected funds in California from your payment check. Any dispute between you and us will be decided under California law. The terms of this Agreement supersede any conflicting terms set forth on any sales slip or advance document. If any one or more parts of this Agreement is found to be unenforceable, the remainder of the Agreement will remain in full force and effect.

24. JCB CASH BACK. Your Account is eligible to receive JCB Cash Back Points when the Card is used for purchase (but not cash advances, check advances, finance charges, and other fees and charges). You will earn three JCB Cash Back Points for every $100.00 in new purchase transactions (net of purchases, chargebacks, and chargeoffs) at any Marukai establishment posted to your Account during a billing period. You will also earn one JCB Cash Back Point for every $100.00 in new purchase transactions (net of purchases, chargebacks, and chargeoffs) at any other establishment posted to your Account during a billing period. If your Account has at least ten JCB Cash Back Points outstanding on your Account monthly billing statement, you may redeem the JCB Cash Back Points in writing or by telephone. You are entitled to receive $1.00 for every one JCB Cash Back Points redeemed, which will be credited to your Account. JCB Cash Back Points in one calendar year expire at the end of the next calendar year. JCB Cash Back Points Redemption requests for closed or past due status Accounts will not be processed.

25. MARUKAI MEMBERSHIP. You are required to remain a legal resident of the States of California, Nevada, Oregon or Washington and to maintain your membership with Marukai Corporation ("Marukai membership") to maintain your Account and Card. Marukai Corporation currently provides the Marukai JCB Card feature of regular-fee "regular" Marukai memberships charged at $10.00 annually and reduced-fee "senior" Marukai memberships charged at $5.00 annually. "Senior" Marukai membership privileges apply if you are 62 years of age or older. In the event that the termination of your Marukai membership is known to us, we reserve the right to replace your Account and Card with a JCB Standard Card Account. You will receive a new Agreement which governs the JCB Standard Card Account. Your Marukai membership is a Marukai Corporation program, and we have no control over or responsibility over such program. You agree to comply with the terms and conditions of your Marukai Corporation program. Your Marukai membership will be subject to said terms and conditions a separate agreement that you executed with Marukai Corporation. The anniversary date of your Marukai membership will be superseded by the anniversary date of your Account. After your first anniversary date, the Marukai Membership Charge that is assessed by Marukai Corporation on your Marukai membership will be billed to your Account on an annual basis. Marukai Corporation is not a party to this Agreement, does not participate in any extensions of credit under this Agreement, and has no authority to make any credit decisions or other decisions relating to the Account. You authorize Marukai to verify your Marukai membership status with us, and you authorize us to notify Marukai if and when you become a Marukai JCB Cardmember and in the event that you cease to be a Marukai JCB Cardmember.

YOUR FEDERAL BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

How To Notify Us In Case Of Errors Or Questions About Your Billing Statement.

If you think there is an error on your statement, or if you want more information about a transaction on your billing statement, write to us as soon as possible at the address on your billing statement.

We must hear from you no later than sixty (60) days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights And Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within thirty (30) days, unless the error has been corrected. Within ninety (90) days, we must either correct the error or explain why we believe the statement is correct.

After receiving your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount in question, including Interest Charges, and we can
apply any unpaid amount against your credit limit. You do not have to pay any portion of the amount in question while we are investigating, but you are obligated to pay the parts of your billing statement that are not in question.

If we find that we made a mistake on your billing statement, you will not be required to pay any Interest Charges related to any of the amount in question. If we are not in error, you may have to pay Interest Charges, and you will have to make up any missed payments on the amount in question. In either case, we will send you a statement of the amount owed and the date it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement, and we must tell you the name of anyone we reported you to. When the matter is settled, we must tell anyone we report you to that the matter has been settled.

If we don't follow these rules, we cannot collect the first $50.00 of the amount in question, even if your bill was correct.

Special Rule For Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within one hundred (100) miles of your current mailing address; and

(b) The purchase price must have been more than $50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	13.15%* This APR will vary with the market based on the Prime Rate
APR for Cash and Check Advances (including Balance Transfers)	13.15%* This APR will vary with the market based on the Prime Rate
Paying Interest	Your due date is at least 27 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash and check advances (including balance transfers) on the posted date.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard

Fees	
Set-up and Maintenance Fees • Annual Fee	 $0.00
Transaction Fees • Cash and Check Advance (including Balance Transfers) • Foreign Transactions	 Either $2 or 2% of the amount of each cash or check advance (including balance transfers), whichever is greater 1.1% on each transaction before conversion to U.S. dollars.
Penalty Fees • Late Payment • Over-the-Credit Limit • Returned Check	 For Oregon or Washington residents: $0.00 For California residents: Up to $10.00 For Nevada residents: Up to $15.00 $0.00 For California, Oregon or Washington residents: $0.00 For Nevada residents: Up to $15.00

How We Will Calculate Your Balance:
We use a method called "average daily balance (including new purchases)."
The Prime Rate used to determine the APR is the rate published in The Wall Street Journal on December 8, 2009, which was 3.25%. The APR may change quarterly on the first day of the billing cycle beginning in April, July, October and January, based on the Prime Rate on the second Tuesday of March, June, September and December. The APR will not exceed 18.0%.