WHITNEY BANK
CARDHOLDER AGREEMENT
AND DISCLOSURE STATEMENT

This Cardholder Agreement and Disclosure Statement is the contract that governs the use of a Whitney Visa® Classic Card Account. This Cardholder Agreement and Disclosure Statement contains (1) the terms and conditions that bind the user of any Whitney Visa Classic Card Account or any Whitney Visa Classic Card issued in connection with the Account and (2) the disclosures required by the Federal Truth in Lending Act. Use of the Whitney Visa Classic Card by the Cardholder or any Authorized User shall indicate that the Cardholder has agreed to pay all amounts due in accordance with the terms of this Cardholder Agreement and Disclosure Statement.

1. **Definitions.** The following definitions apply to the terms used in this Cardholder Agreement and Disclosure Statement or used in the monthly billing statement for a Whitney Visa Classic Card account:
   (A) "Account" means the account for which a Cardholder is issued one or more cards.
   (B) "Authorized User" means any person a Cardholder has authorized to use a Card or to obtain credit on an Account, whether or not the Authorized User is named in the Cardholder's application or request for a Card or an Account.
   (C) "Agreement" means this Cardholder Agreement and Disclosure Statement.
   (D) "Balance Transfer" means a balance from a loan or account that Cardholder owes to another creditor or financial institution that Bank allows a Cardholder to transfer to the Account.
   (E) "Bank" means Whitney Bank.
   (F) "Billing Cycle" means the time interval between monthly billing statement dates for monthly billing statements issued pursuant to the terms of this Agreement.
   (G) "Card" means each Whitney Visa Classic Card issued by the Bank to a Cardholder.
   (H) "Cardholder" means each natural person or organization, including, without limitation, a corporation, partnership, proprietorship, association, cooperative, estate, trust or government unit, to whom a Whitney Visa Classic Card is issued pursuant to the request or application of that person or organization.
   (I) "Cash Advance" means any extension of credit obtained from the Bank or another financial institution that accepts Visa credit cards, including cash obtained from an automated teller machine.
   (J) "Closing Date" means the date on the last day of a Billing Cycle.
   (K) "Monthly Periodic Rate" means the percentage rate of interest charge imposed against the outstanding balance on a monthly basis.
   (L) "New Balance" means the balance outstanding on the Account on the Closing Date.
   (M) "Previous Balance" means the outstanding unpaid balance on the Account at the beginning of the Billing Cycle.
   (N) "Purchase" means the purchase or lease of goods and the purchase of services and insurance from merchants or businesses that accept Visa credit cards through the use of a Card or the Account.
   (O) "Whitney Bank" means a banking subsidiary of Hancock Holding Company.

2. **Agreement.** Pursuant to the Cardholder's request or application, the Bank has established an Account in the name of the Cardholder and has issued one or more Cards to the Cardholder. By requesting or applying for a Card or an Account, retaining a Card, signing a Card, using a Card, or using the Account, the Cardholder has agreed to the terms and conditions contained in this Agreement. This Agreement governs the Account and the use of any Card issued to the Cardholder in connection with the Account. The Bank agrees to pay the applicable merchant or business, in accordance with the terms and conditions of this Agreement, for the Purchases that the Cardholder or an Authorized User makes with a Card, and the Bank agrees to make Cash Advances, in accordance with the terms and conditions of this Agreement, to the Cardholder or an Authorized User. The Cardholder authorizes the Bank to charge the Account for all amounts the Bank pays on Purchases, for all amounts the Bank advances to any Cardholder or Authorized User on Cash Advances, and for all amounts the Bank advances or pays to third parties on behalf of a Cardholder or an Authorized User, including any amounts advanced on behalf of the Cardholder or an Authorized User as a result of the use of a Card to obtain any services offered by VISA U.S.A., Inc. Bank may allow a Cardholder to transfer to the Account balances that the Cardholder owes to other creditors or financial institutions, up to the amount of the Account credit limit that Bank makes available for Balance Transfers. If Cardholder requests a Balance Transfer, Cardholder agrees to monitor each account from which a balance is being transferred and continue making the minimum payment due on that account until the other creditor or financial institution provides an account statement that shows the balance of Cardholder's other account has been paid in full, if applicable. This may not occur until after the Balance Transfer appears on a billing statement from Bank. Cardholder is liable for any late payments, interest charges or disputed amounts on the other account. Cardholder is responsible for instructing Cardholder's other creditor or financial institution to close Cardholder's other account if that is Cardholder's preference.

3. **Use of a Card/Account.** All Cards and/or Accounts shall be used solely for personal, family, or household purposes. The Cardholder agrees that all Cards and Accounts shall be used solely for Purchases and/or Cash Advances for personal, family, household or other consumer purposes and agrees that Purchases and/or Cash Advances for business purposes shall not be obtained through a Card or Account. The Cardholder and any Authorized User may use a Card or the Account for Purchases, and the Cardholder may use a Card or the Account for Cash Advances. The Cardholder or an Authorized User must sign the panel on the back of each Card issued to the Cardholder. The effect of using the Account number for a Purchase or a Balance Transfer or to obtain a Cash Advance without presenting a Card, as in a Purchase or Balance Transfer or Cash Advance made or arranged by mail or telephone, shall be the same as if the Card itself were presented to make the Purchase or Balance Transfer or to obtain the Cash Advance.

4. **Notice Regarding Illegal Internet Gambling Transactions.** Pursuant to the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG (collectively, the "Act"), this is to notify the Cardholder that items and transactions related to illegal Internet gambling ("Restricted Transactions") will not be processed through your Account(s). Restricted Transactions include any transactions in which a gambling or gaming business accepts payment in connection with unlawful Internet gambling, whether by credit card, debit card, electronic funds transfers, checks, or other means. The Bank shall have no liability whatsoever for the refusal or return of items or transactions, or for any claims or losses arising from or related to its refusal or return of items or transactions, and/or its closure of your Account(s), believed by the Bank to be in violation of the Act.

5. **Liability for Payment.** The Cardholder authorizes the Bank to charge the Account for all Purchases, Balance Transfers and Cash Advances resulting from the use of the Card or the Account. The Cardholder shall pay to the Bank all amounts owed on the Account, including, without limitation, the amounts paid or advanced by the Bank on all Purchases, Balance Transfers and Cash Advances, any interest charges assessed on the Account, and any other fees and charges the Cardholder owes to the Bank under the terms of this Agreement, by any method of payment that is acceptable to the Bank provided it is in United States dollars, in accordance with the terms of this Agreement. If the Account is a joint Account, each Cardholder agrees to pay all amounts owed to the Bank on the Account. Each Cardholder on a joint Account shall be jointly, severally, and solidarily liable for the payment of all amounts owed to the Bank on the Account, regardless of which Cardholder or Authorized User used the Account.

6. **Authorized Users.** The authorization given to an Authorized User by the Cardholder shall continue in effect as long as the Authorized User has possession of a Card, and the Cardholder shall be liable for the payment of all amounts owing on the Account arising from an Authorized User's use of a Card during the time the Authorized User has possession of a Card. No revocation of the authorization given to an Authorized User by the Cardholder shall be effective or binding on the Bank until the Cardholder recovers possession of the Card or accounts for the Card to the Bank's satisfaction.

7. **Credit Limit.** The Bank, upon approving the Cardholder's application for an Account, shall establish a credit limit for the Account. The approved credit limit will be shown on the card mailer form and on each monthly billing statement. The Cardholder agrees not to exceed the credit limit established for the Account. The Bank shall have the right to demand immediate payment of any amount by which the balance owing on the Account at any time exceeds the approved credit limit. The Cardholder may request an increase in the approved credit limit after the Account has been open for six (6) consecutive months. Any such increase shall be entirely within the Bank's sole discretion and may, in the Bank's sole discretion, be conditioned on a review of the Cardholder's personal financial circumstances and other factors that might warrant an increase in the approved credit limit. The Bank shall have the right to reevaluate any Cardholder's financial condition at any time whatsoever, and the Bank may obtain a current credit bureau report and ask any Cardholder for current financial information in connection with any such reevaluation. The Bank shall have the right to immediately, without any notice whatsoever, increase or decrease the approved credit limit or to revoke all rights to use the Account based upon the results of a reevaluation.

8. **Transactions.** The Cardholder shall retain, for verification by the monthly billing statements sent to the Cardholder, copies of each charge ticket, slip, or other evidence of a transaction obtained in connection with each Purchase, Balance Transfer, Cash Advance, or other transaction on the Account. The Bank shall provide the Cardholder with a copy of its documentary evidence of a transaction on the Account upon receipt of the Cardholder's reasonable request or upon written notice of a billing error given to the Bank in accordance with the terms of this Agreement. Unless the documentary evidence is requested in connection with a billing error inquiry, the Bank may, subject to applicable law, impose a reasonable charge to cover its cost of supplying the evidence.

9. **Cash Advances.** The Cardholder agrees not to permit the total of the Cardholder's unpaid Cash Advances, when added to the total unpaid Purchases, Balance Transfers, interest charges, and other charges, to exceed at any time the approved credit limit on the Account.

10. **Monthly Billing Cycle.** The Bank shall send the Cardholder a monthly billing statement when there is a debit or credit balance in excess of $1.00 or when an interest charge is imposed. The monthly billing statement shall show, among other things, all Purchases, Balance Transfers, Cash Advances, interest charges, other charges, the minimum payment due, the payment due date, payments made by the Cardholder, credits, the Previous Balance on the Account, and the New Balance on the Account. The Cardholder shall pay the Bank the full amount owed on the Account, as shown on the monthly billing statement, within 25 days from the billing date shown on the statement, or the Cardholder shall pay such amount in installments in accordance with the terms and conditions of this Agreement.

11. **Truth in Lending and Related Disclosures.** The words "you", "your" and "yours" used in this section of this Agreement refer to all Cardholders. The words "we", "us" and "our" used in this section of this Agreement refer to the Bank.
   (A) **Interest Charges.**
      (1) Circumstances Under Which An Interest Charge Will Be Imposed.
         (a) Purchases. An interest charge will be imposed on Purchases outstanding during a Billing Cycle (including current Purchases) at the Monthly Periodic Rate for Purchases when there is a Previous Balance outstanding and it is not paid in full during the first 25 days of the Billing Cycle. You may avoid paying an interest charge on current Purchases included in the New Balance by paying the entire New Balance in full within 25 days after the Closing Date of the Billing Cycle during which the current Purchases are charged to your Account.
         (b) Balance Transfers. An interest charge calculated based on the Monthly Periodic Rate for Balance Transfers will be imposed on Balance Transfers outstanding during a Billing Cycle. A new Balance Transfer will accrue an interest charge from the date when the transaction is posted to your Account until the date of the payment. There is no time period within which to pay to avoid interest charges on Balance Transfers.
         (c) Cash Advances. An interest charge in the form of the Monthly Periodic Rate for Cash Advances will be imposed on Cash Advances outstanding during a Billing Cycle. New Cash Advance transactions will accrue an interest charge from the date of the transaction until the date of payment. There is no time period within which to pay to avoid these interest charges on Cash Advances.
      (2) Balance Upon Which An Interest Charge Will Be Imposed. We figure a portion of the interest charge on the Account by applying a Monthly Periodic Rate to each of the "average daily balances" of Cash Advances and Purchases (including current transactions) and adding the results.
         (a) To get the "average daily balance" of Cash Advances, we take the beginning balance of your Account each day, add any new Cash Advances as of the date of the transaction and subtract any payments or credits, unpaid interest charges and other charges, as of the date of posting, and outstanding Purchases and Balance Transfers. This gives us the daily balance for Cash Advances. Then, we add all of these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the "average daily balance" of Cash Advances.
         (b) To get the "average daily balance" of Purchases, we take the beginning balance of your Account each day, add any new Purchases as of the date of the transaction, and subtract any payments or credits, unpaid interest charges, and other charges, as of the date of posting, and outstanding Cash Advances and Balance Transfers. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the "average daily balance" of Purchases. If the Previous Balance is paid in full during the first 25 days of the Billing Cycle, the "average daily balance" of Purchases will be considered to be $0.
         (c) To get the "average daily balance" of Balance Transfers, we take the beginning balance of your Account each day, add any new Balance Transfers as of the date the transaction is posted to your Account, and subtract any payments or credits, unpaid interest charges and other charges, as of the date of posting, and outstanding Cash Advances and Purchases. This gives us the daily balance for Balance Transfers. Then we add all of these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the "average daily balance" of Balance Transfers.
      (3) Determining the Amount of the Interest Charge. The interest charge imposed during a Billing Cycle will be determined by multiplying each of the average daily balances of Purchases, Balance Transfers and Cash Advances by the applicable Monthly Periodic Rate. The Monthly Periodic Rates and the ANNUAL PERCENTAGE RATES for Purchases, Balance Transfers and Cash Advances imposed on your Account during a Billing Cycle will be variable rates that are subject to change from Billing Cycle to Billing Cycle. The variable ANNUAL PERCENTAGE RATES for Purchases, Balance Transfers and Cash Advances will be determined based on the "Prime rate for the U.S." designated in the "Money Rates" section appearing in each issue of *The Wall Street Journal*. If more than one Prime rate is designated for the U.S. on the date of a variable rate adjustment, we may choose the highest of such Prime rates. Any change in the Prime rate will generally result in a change in the ANNUAL PERCENTAGE RATES for Purchases, Balance Transfers or Cash Advances under your Account. The amounts that your ANNUAL PERCENTAGE RATES for Purchases, Balance Transfers and Cash Advances change may also be affected by the Account's maximum ANNUAL PERCENTAGE RATE (described below). The current variable Monthly Periodic Rates and the corresponding ANNUAL PERCENTAGE RATES for Purchases, Balance Transfers and Cash Advances are disclosed on the card mailer form that accompanies your Card and this Agreement.
         (a) Purchases. 0.0% Introductory APR.
         For the first seven complete Billing Cycles after your Account is opened, the ANNUAL PERCENTAGE RATE for Purchases made under your Account will be 0.00% (corresponding Monthly Periodic Rate: 0.00%). For these purposes, we will deem your Account to be opened ten days after we mail your Card to you. Beginning with the first day of the eighth Billing Cycle after your Account is opened, we will determine your ANNUAL PERCENTAGE RATE for Purchases subject to an interest rate for each Billing Cycle by adding 9.74% to the Prime rate in effect on the last day of the prior Billing Cycle. Your Monthly Periodic Rate for Purchases will be 1/12 of the corresponding ANNUAL PERCENTAGE RATE. However, in no event will your Monthly Periodic Rate for Purchases exceed 1.50% (corresponding ANNUAL PERCENTAGE RATE of 18%).
         (b) Balance Transfers. 1.90% Introductory APR.
         For the first twelve complete Billing Cycles after your Account is opened, the ANNUAL PERCENTAGE RATE for the outstanding balance of Balance Transfers made under your Account will be 1.90% (corresponding Monthly Periodic Rate: 0.158%). For these purposes, we will deem your Account to be opened ten days after we mail your Card to you. Beginning with the first day of the thirteenth Billing Cycle after your Account is opened, we will determine your ANNUAL PERCENTAGE RATE for the outstanding amount of your Balance Transfers by adding 9.74% to the Prime rate in effect on the last day of the prior Billing Cycle. Your Monthly Periodic Rate for Balance Transfers will be 1/12 of the corresponding ANNUAL PERCENTAGE RATE. However, in no event will your Monthly Periodic Rate for Balance Transfers exceed 1.50% (corresponding ANNUAL PERCENTAGE RATE of 18.00%).
         (c) Cash Advances. We will determine your ANNUAL PERCENTAGE RATE for Cash Advances for each Billing Cycle by adding 14.75% to the Prime rate in effect on the last day of the prior Billing Cycle. Your Monthly Periodic Rate for Cash Advances will be 1/12 of the corresponding ANNUAL PERCENTAGE RATE. However, in no event will your Monthly Periodic Rate for Cash Advances exceed 1.50% (corresponding ANNUAL PERCENTAGE RATE of 18.00%).
   (B) **Other Charges.**
      (1) Late Charge. If you do not make a payment on your Account at least equal to the minimum monthly payment due on your current monthly billing statement within ten (10) days of the payment due date shown on your current monthly billing statement, you agree to pay a late charge of up to $15.00. The late charge will be reflected in the New Balance of your Account.
      (2) Returned Check Charges. You agree to pay a returned check charge of up to $25 whenever your payment, whether in the form of a check or other instrument or an electronic payment, is returned to us unpaid because of an insufficient balance in your deposit account. The returned check charge will be reflected in the New Balance of your Account.
      (3) Balance Transfer Fee. Each time you transfer all or part of the balance of another loan or credit card account to your Account with us, we will assess a Balance Transfer fee equal to 3% of the amount of the Balance Transfer, up to a maximum of $50 per Balance Transfer. The Balance Transfer fee will be reflected in the New Balance of your Account.
      (4) Cash Advance Fee. Each time you obtain a Cash Advance under your Account, we will assess a Cash Advance fee equal to 3.0% of the amount of the Cash Advance. The Cash Advance fee will be reflected in the New Balance of your Account.
   (C) **Security Interest.** If we now or hereafter hold any title, mortgage, chattel mortgage, assignment, pledge, or security interest in any of your property, it may be that the terms of the instrument creating such title, mortgage, chattel mortgage, assignment, pledge, or security interest will also secure your obligations on the Account. If you have mortgaged or otherwise granted in favor of us a security interest or shall hereafter mortgage or otherwise grant in favor of us a security interest in your personal residence as collateral or as security for any indebtedness now or hereafter owed to us, it is hereby understood and agreed that we hereby waive any claim, right, mortgage, or security interest we might acquire against your personal residence as collateral or as security for any obligation to us arising from or on the Account, from the use of any Card, or under this Agreement. We expressly reserve all rights not expressly waived in this Agreement under any mortgage or security interest we may have in your personal residence.

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(D) **Your Liability for Unauthorized Use of Your Card.** 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 at

Whitney Bank Card Services Department
400 Labarre Road
Jefferson, LA 70121-3809
1-800-844-4450

orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed $50.

(E) *Your Billing Rights: Keep This Document 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, or if you need more information about a transaction on your statement, write to us on a separate sheet at the address listed on your statement.

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 3 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 limit.

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 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 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 on a separate sheet at the address listed on your statement.

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.

12. **Minimum Monthly Payment.** The Cardholder shall pay at least the minimum payment due shown on the monthly billing statement. The minimum monthly payment will always be rounded up to the nearest dollar. If the Cardholder fails to pay the minimum monthly payment, the Cardholder's and any Authorized Users' right to use the Account and any Card may be revoked or terminated. The Cardholder shall have the right to pay an amount in excess of the minimum monthly payment or the entire unpaid balance due on the Account at any time. The Cardholder shall send the minimum monthly payment to the Bank at its designated payment address provided on the monthly billing statement so that it will be received on or before the payment due date shown on the applicable monthly billing statement. The minimum monthly payment each month shall be the greater of (i) $10.00 or (ii) 2% of the total outstanding balance due on the Account as of the monthly billing date or (iii) the total of any interest charge and all outstanding charges and fees. If applicable, the minimum monthly payment will also include the greater of the past due amount of any prior minimum monthly payments or the amount by which the outstanding unpaid balance exceeds the approved credit limit on the Account. If the total outstanding unpaid balance due on the Account is less than $10.00, the minimum monthly payment due shall be such balance. The Cardholder may prepay the Account in whole or in part at any time without penalty. Any partial prepayment shall not affect the obligation to make subsequent minimum monthly payments, and an interest charge will continue to accrue on any remaining balance on the Account. An increase in the ANNUAL PERCENTAGE RATE may increase the Cardholder's interest charges, minimum monthly payment amount, and/or number of minimum monthly payments required to be made.

13. **Application of Payments and Credits.** All payments and credits on the Account shall be applied in the following order:
(a) To any interest charges;
(b) To returned check charges, late charges, and annual fees;
(c) To Balance Transfers;
(d) To Cash Advances previously billed;
(e) To Purchases previously billed;
(f) To Cash Advances not previously billed; and
(g) To Purchases not previously billed.
The Bank shall have the right to change the order of the application of payments at any time without prior notice to the Cardholder. Any payment received by the Bank at its designated payment address provided on the monthly billing statement prior to 5:00 P.M. CST on a banking day shall be credited to the Account as of the date the payment was received, but the Bank shall have the right to limit the amount of credit available for the Account based on a payment until the check or other payment instrument is actually paid by the drawee. There may be a delay in crediting any payments received by the Bank at its designated payment address provided on the monthly billing statement after 5:00 P.M. CST on any date.

14. **Irregular Payments.** If the Cardholder or any other person or entity, including without limitation, a Cardholder on a joint Account or an Authorized User, marks a check, money order, or other instrument given for payment on the Account "Paid in Full" or with a similar phrase, the Cardholder shall remain obligated to pay in full any remaining amounts owed to the Bank on the Account. The Bank has the right to accept late payments or partial payments without losing any of its rights under this Agreement.

15. **Ownership of Cards.** All Cards are owned by and are the property of the Bank. All Cards must be returned to the Bank immediately upon demand from the Bank. The Cardholder shall destroy any Card the Bank requests the Cardholder to destroy by cutting the Card in half, and upon the Bank's request, the Cardholder shall hand deliver or mail the destroyed Card to the Bank.

16. **Foreign Exchange/Currency Conversions/International Transactions.** If you use your Card for transactions in a currency other than U.S. Dollars, the exchange rate between the transaction currency and the billing currency used for processing International Transactions is selected by the applicable network (e.g., Visa, MasterCard, Cirrus, Plus, etc.). We do not determine the currency conversion or exchange rate that is used. If the applicable network is Visa, the exchange rate is a) 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 b) the government-mandated rate in effect for the applicable central processing date. The exchange rate that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. If the transaction is a refund, and the refund has a different processing date, then the exchange rate of the refund can be greater/less than that of the original transaction. You agree to accept the converted amount in U.S. dollars. An "International Transaction" is defined as any transaction where the Bank's country (the United States) is different than the country where the transaction was completed (i.e., where the merchant is located), whether or not a currency conversion is involved (i.e., even if the transaction is conducted in U.S. dollars).

17. **Loss or Theft of a Card.** The Cardholder shall notify the Bank immediately of the loss, theft, or unauthorized use of a Card by calling the Bank at 1-800-844-4450. Cardholder will cooperate with Bank's reasonable investigation of any claim of unauthorized use of Cardholder's Card, including providing a written signed statement regarding the unauthorized use.

18. **Refunds.** If any merchant or business agrees to give the Cardholder or any Authorized User a refund or adjustment in connection with a Purchase, the Cardholder shall accept a credit to the Account in lieu of a cash refund.

19. **Honoring the Card.** The Cardholder agrees that neither the Cardholder nor any Authorized User shall have any legal claims or rights against the Bank if a merchant, business, or financial institution refuses for any reason whatsoever to accept a Card.

20. **Credit Reports.** The Cardholder authorizes the Bank to report the Cardholder's performance under this Agreement to credit reporting agencies and to any other person or entity who may properly receive such information, and the Bank shall have the right to obtain reports of the Cardholder's credit history from credit reporting agencies and to make any credit, employment, and investigative inquiries that the Bank in its sole discretion deems appropriate in connection with any extension of credit on the Account or the collection of amounts owing on the Account.

21. **Refusal to Honor Credit Requests.** The Bank shall have the right to deny access to credit on the Account or to refuse to honor any Card, even though the Account has not been terminated or closed, if any of the following events occur:
(a) The Cardholder does not make at least the minimum monthly payment due shown on the most recent monthly billing statement on or before the payment due date;
(b) The Cardholder becomes delinquent on any other obligation owed to the Bank or on any obligation owed to any other person or entity;
(c) The Cardholder or any Authorized User exceeds the approved credit limit;
(d) A request for additional credit on the Account would cause the approved credit limit to be exceeded;
(e) The Bank is advised by a credit reporting agency or by any other appropriate source that the Cardholder's financial condition has deteriorated significantly;
(f) The Cardholder's debt owed to, or the Cardholder's available unused credit line from, other lenders becomes excessive in the Bank's sole opinion;
(g) The Cardholder dies, becomes imprisoned, is declared legally incompetent, or becomes insolvent;
(h) The Cardholder gives false or misleading information to the Bank at any time;
(i) The Bank has reasonable cause to believe that the Cardholder will not be able to repay the amounts owed to the Bank, for any reason, including, but not limited to, the Cardholder's unemployment;
(j) A proceeding has been filed by or against the Cardholder for bankruptcy, arrangement, reorganization, or any other relief afforded debtors or affecting rights of creditors generally under the United States Bankruptcy Code or under any state or federal law;
(k) The Cardholder has sent the Bank more than one payment within a twelve (12) month period that has been returned unpaid for any reason;
(l) The Cardholder has notified the Bank or the Bank has otherwise determined that a Card has been lost or stolen; or
(m) The Cardholder fails to comply with any terms or conditions of this Agreement.
The Cardholder agrees that neither the Cardholder nor any Authorized User shall have any legal claims or rights against the Bank if, for the reasons set forth above, the Bank denies or rejects a request from the Cardholder or any Authorized User for credit or for the use of the Account.

22. **Default.** If any of the events listed in Section 21 above occurs, the Bank (a) shall have the right to declare the Cardholder and the Account to be in default under this Agreement without giving prior notice to the Cardholder and (b) shall have the right to declare any amounts owed to the Bank on the Account to be immediately due and payable without notice or demand. The Bank's acceptance of any payment on the Account after the Cardholder has been declared to be in default shall not waive the default. After the Cardholder has been declared to be in default, neither the Cardholder nor any Authorized User shall be permitted to use a Card or the Account to obtain Cash Advances or to make Purchases or to obtain credit from the Bank on the Account in any other manner. If the Bank refers the Account to an attorney for collection after the Account has been declared to be in default, the Cardholder agrees to pay the reasonable fees of the attorney, not to exceed 25% of the unpaid debt after default or the maximum amount permitted by applicable law; and, to the extent permitted by applicable law, all other charges, fees, and costs incurred by the Bank in connection with collecting the amounts due and owing on the Account. The Bank's failure to exercise or the Bank's delay in exercising any of its rights under this Agreement shall not be deemed a waiver of those rights and shall not be deemed a waiver of the Bank's right to later exercise its rights under this Agreement.

23. **Closing the Account.** The Bank shall have the right to close, terminate, or cancel the Account at any time, and, in this case, the Cardholder agrees to pay the Bank all amounts due as required in this Agreement unless the Cardholder is in default under this Agreement and the Bank requires immediate payment of the entire outstanding unpaid balance on the Account. If immediate payment of such balance is required, the Bank shall also have the right to require immediate payment of any other obligations owed by the Cardholder to the Bank. Without limiting the foregoing, the Bank shall have the right to close the Account if the Account has been inactive for six (6) consecutive months. The Cardholder may close, terminate, or cancel the Account at any time by notifying the Bank in writing and returning all Cards issued in connection with the Account. The Cardholder shall remain liable for continued charges against the Account after the Account is closed by the Cardholder until and unless all Cards have been returned to the Bank. Each joint Cardholder authorizes each other Cardholder to close or terminate the Account by written notice to the Bank. All Cardholders shall remain jointly, severally, and solidarily liable for the payment of all outstanding unpaid amounts due on the Account. If a joint Account is terminated, any approval of a new Visa Classic or Platinum Card account application by a former joint Cardholder may be conditioned by the Bank upon the repayment of the entire outstanding unpaid amounts due on the Account prior to the opening of an account pursuant to the new application.

24. **Change in Terms.** Subject to any requirements under law, the Bank shall have the right to change any of the terms of this Agreement at any time whatsoever. The Cardholder shall be given any prior written notice of the change that is required by law, either by including a notice on the monthly billing statement or by sending a separate notice to the Cardholder. Subject to any requirements of applicable law, any amendment to this Agreement shall become effective at the time stated in the Bank's notice to the Cardholder, and, subject to any requirements of applicable law, the amendments to this Agreement shall apply to all outstanding unpaid indebtedness on the Account at the time the amendments are effective and to all new transactions on the Account after the amendments become effective. If, under applicable law, the Cardholder's approval is required for any amendment to this Agreement, that approval may be evidenced by the Cardholder's written consent to the amendment or by the use of a Card or the Account by the Cardholder or any Authorized User after the date of the notice that was given by the Bank to the Cardholder, which date may or may not be the date the amendment becomes effective. If the Cardholder does not agree to a change in the terms of this Agreement that requires the Cardholder's approval, the Cardholder may pay off under the terms of this Agreement prior to its amendment all indebtedness owed on the Account prior to the date that the amendment becomes effective, but, in that case, neither the Cardholder nor any Authorized User shall have the right to use the Account or any Card after the amendment becomes effective.

25. **Transfer of the Account.** The Bank shall have the right to assign and transfer to another person or entity, at any time without prior notice to the Cardholder, the Bank's rights under this Agreement and any or all of the obligations of the Cardholder owed to the Bank under this Agreement or on the Account. The Cardholder's rights under this Agreement shall not, however, be transferred by operation of law or by the Cardholder, but all of the Cardholder's obligations under this Agreement shall be binding on the Cardholder's estate, heirs, legatees, and personal representatives.

26. **Notices.** The Bank shall send all monthly billing statements and any notices in connection with the Account to the Cardholder's address as shown in the Bank's most recent records. The Cardholder agrees to give the Bank notice of any change in the Cardholder's address at least fifteen (15) days prior to the change. Any notices from the Cardholder to the Bank, including a notice of a change of address, shall be effective when received by the Bank at the Bank's address for receipt of payments shown on any monthly billing statement mailed by the Bank to the Cardholder within the preceding sixty (60) days. The Bank shall have the right to accept corrections or changes to the Cardholder's address from the United States Postal Service. If the Account is a joint Account, the Bank may send monthly billing statements and notices to any Cardholder and shall not be responsible or liable for sending statements or notices to any other Cardholder.

27. **Captions and Headings.** Captions and headings used in this Agreement are intended solely for convenience of reference and shall not be deemed to be a substantive part of this Agreement.

28. **Governing Law.** This Agreement, the Account, and the Bank's rights and duties and the Cardholder's rights and obligations under this Agreement and on the Account shall be governed by and interpreted in accordance with federal law and the laws of the State of Louisiana. If and to the extent the choice of such laws is not fully effective, the mandatory laws of the state where the Cardholder resides shall govern this Agreement and the Account. The Account and the Cards have been applied for, considered, approved, and issued or opened in the State of Louisiana, and all extensions of credit under this Agreement are being made by the Bank in the State of Louisiana.

29. **Severability.** If any term, provision, or section of this Agreement is held to be invalid or unenforceable under any statute, court decision, or governmental rule or regulation, the remainder of this Agreement shall remain in full force and effect.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW 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.
- We may also ask to see your driver's license or other identifying documents.

If you fail to provide the required information or documents used to verify your identity within a reasonable period of time of establishing an account, we will initiate procedures to restrict access or close your account.

Whitney thanks you for your understanding and for joining us in securing a safer tomorrow.

Member FDIC

Pricing Addendum

Whitney Bank Cardholder Agreement and Disclosure Statement

VISA® Classic Credit Card

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**0.00%** introductory APR for 7 months. After that, your APR will be **12.99%.** This APR will vary monthly based on the Prime rate for the U.S. published in The Wall Street Journal Money Rates section on the last day of each billing cycle and is computed by adding 9.74% to the Prime rate. Corresponding Monthly Periodic Rate is 1.0825%.
APR for Balance Transfers	**1.90%** introductory APR for 12 months. After that, your APR will be **12.99%.** This APR will vary monthly based on the Prime rate for the U.S. published in The Wall Street Journal Money Rates section on the last day of each billing cycle and is computed by adding 9.74% to the Prime rate. Corresponding Monthly Periodic Rate is 1.0825%.
APR for Cash Advances	**18.00%** This APR will vary monthly based on the Prime rate for the U.S. published in The Wall Street Journal Money Rates section on the last day of each billing cycle and is computed by adding 14.75% to the Prime rate. Corresponding Monthly Periodic Rate is 1.5000%.
Penalty APR and When It Applies	**None**
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	None
Required Insurance, Debt Cancellation or Debt Suspension Coverage	None
Fees	
Annual Fee	**None**
Transaction Fees	
• Balance Transfer	**3%** of the amount of each transfer **(**maximum fee: **$50)**.
• Cash Advances	**3%** of the amount of each cash advance.
Penalty Fees	
• Late Payment	Up to **$15**
• Over-the-Credit Limit	**None**
• Returned Payment	Up to **$25**

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