Consumer Credit Card Agreement and Disclosure Statement

Effective Date 08/15/2013

1.0: ISSUER. Amegy Bank N. A. is a national bank that among other things, issues credit cards to its customers. This is a credit card agreement and disclosure statement ("Agreement") between you and Amegy Bank N. A. (“Bank”) containing the terms that will apply to your consumer credit card account (“Account”) and replaces and supersedes any previous Consumer Credit Card Agreement and Disclosure Statement (and amendments thereto).

1.1: THIS CREDIT CARD AGREEMENT ("Agreement") is a legal contract between you and Amegy Bank N.A. that governs your credit card Account. It replaces all previous agreements, addendums, disclosures and amendments for your credit card Account. This Consumer Credit Card Agreement includes the disclosures included on the card carrier containing the Card and any subsequent disclosures, all of which are fully incorporated herein by reference, and constitutes your Agreement with us that covers your credit card Account. Review this Agreement carefully and keep it in your records.

1.2: ACCEPTING OR DECLINING THIS AGREEMENT. This Agreement is automatically accepted by you on the earlier of (a) 15 days after you received your Card, or (b) immediately upon any use of your Card or Account. If you wish to decline this Agreement, do not use your Card or Account, and cancel them within 15 days of receiving your Card by calling 1-866-749-7459 or writing to the address on the carrier containing your Card.

1.3: DEFINITIONS FOR THIS AGREEMENT. The definitions listed below will apply throughout, both in this Agreement and in your monthly statement.
Amegy Bank N.A. or Bank: Means Amegy Bank N.A., a national banking association. Amegy Bank N.A. is the issuer of your Card and holder of your Account.
We, us, and our: Refer to Amegy Bank N.A.
You* and *your: Refer to the one or more persons who receive credit from us and are liable on the Account, including the primary applicant and any co-applicant.
Account: Means your Visa credit card account, together with the associated account number, all that we grant under that account, and all Card(s) issued and any Credit Card Checks made available under that account.
Card Agreement: Means this Agreement, together with your Card Application and the carrier containing your Card.
Card Application: Means your credit application for your Account.
Card: Means the credit card(s) and associated card number(s) that Bank issues as part of your Account.
Credit Limit: Means the maximum dollar amount of credit that Bank has authorized for your Account.
Outstanding Balance: Means the entire amount owing on your Account at any given time.
Cash Back: Is a cash-back rebate program of Bank for certain types of Accounts.
Credit Card Checks: Means checks that Bank may provide you to access your Account.
Margin: The applicable Margin for your credit card Account is determined by Bank. The Margin depends on Bank’s determination of your creditworthiness, the type of credit card Account you have, and the type of transaction for which you use your Card. The Margin applicable to your credit card Account may be changed by Bank and Bank will notify you of such change.

1.4: AMENDING THIS AGREEMENT. We may amend, add or delete (i.e., “change”) any term of this Agreement at any time. We will notify you of any change, and any right to reject that change, as required by law. To reject a change, you must inform us in the manner and time period specified in our notice. We will then close your Account and you will be required to pay your Outstanding Balance as provided by applicable law. If a change requires your consent, we may obtain that consent from you verbally, in writing or electronically. Whether or not consent is required, any further use of your Account after the effective date of the change shall constitute your consent and acceptance. Unless a longer period is specified by law, a reasonable period for any notice to you shall not exceed 25 days from being sent. Notices may be printed on, or enclosed with, your monthly statement.

1.5: CREDIT LIMIT. Your Account’s initial Credit Limit appears on the carrier containing your Card. Your updated Credit Limit appears on each monthly statement. You must not use or allow others to use your Card or Account in a way that causes your Outstanding Balance to exceed your Credit Limit. You are liable for the Outstanding Balance even if it exceeds your Credit Limit. We may increase or decrease your Credit Limit at any time and will notify you of such change. You may request a change in your Credit Limit by contacting us.

2.0: THE CARD. You agree to sign the back of the Card before using it. The Card is the property of the Bank. We can require you to surrender your Card to us, or to any merchant or financial institution where you have presented the Card. The Card is not valid after its printed expiration date, but we may suspend, cancel, replace or renew your Card at any time. You may request additional Cards at no additional cost for family members or other persons that you authorize to use your Account, but you remain responsible for all of their charges.

3.0: USING YOUR CARD AND ACCOUNT. Subject to your Credit Limit and the other restrictions in this Agreement, card network rules and the law, your Card and Account can be used for the following:
3.1: Purchases. The Card may be used to purchase or lease goods or services wherever the Card is accepted.
3.2: Cash Advances. The Card may be used to obtain cash advances from your Account (1) in person at the Bank or any participating financial institution, (2) by electronic online cash advance to another account, or (3) ATMs in the Bank network or other participating ATM networks (listed on the back of your Card). Transaction fees apply to cash advances. Certain transaction limits apply, such as restricting the sum of all ATM and electronic online cash advances in your Account to $500 (or $2000 limit for Signature accounts) or less on any calendar day. Some ATMs have other limits. Based on risk, we may further limit cash advances in our sole discretion. We have no obligation to you to enforce such transaction limits, and you owe all cash advances made. Using your Card to withdraw cash from an ATM located outside of the United States will create a cash advance from and charge to your credit card Account, even if you select withdrawal from a checking, savings or other type of account. ”Quasi-cash transactions” such as using your Card for money orders, traveler’s checks, foreign currency, lottery tickets, or gambling chips are treated as cash advances, not purchases.
3.3: Balance Transfers. You can request a balance transfer to your Account. You may not use a balance transfer to pay off other debts to us. You may only make a balance transfer to pay accounts in your name. Allow 3 to 4 weeks to process your balance transfer request. During that time, you should continue making payments to those accounts. Transaction Fees apply. You will not earn any rewards points or cash back rebates on a balance transfer.
3.4: Credit Card Checks. We may provide Credit Card Checks to access your Account. Use of a Credit Card Check creates a cash advance. Transaction Fees apply. Unused Credit Card Checks are the Bank’s property and must be returned upon request. We can revoke your privilege to use Credit Card Checks at any time, without cause or notice. You cannot stop payment on a Credit Card Check.

4.0: MONTHLY STATEMENTS. We will send you a monthly statement summarizing each transaction on your Account during the preceding billing period. Your monthly statement will show the total amount you owed at the end of the billing period, your minimum payment due, your payment due date (which is at least 25 days from the monthly statement closing date), and other important information. We send your monthly statement to only one address, even if the Account has multiple owners. See the “BILLING RIGHTS SUMMARY” section near the end of this Agreement for important information (including the need to promptly review your monthly statement and report any errors).

5.0: HOW THE NEW BALANCE IS DETERMINED. The total amount you owe us at the end of the current billing period appears as the “New Balance” on your monthly statement. The Outstanding Balance at the end of the previous billing period is called the “Previous Balance”. The New Balance is determined by taking the Previous Balance and (1) subtracting any payments and credits received by us during the current billing period and then (2) adding any purchases, cash advances, balance transfers, interest charges, fees, and other adjustments.

6.0: PAYMENTS. You must pay all amounts due on your Account according to the terms of this Agreement. Payments must be drawn on U.S. dollars deposited in the United States. If we accept any other payment, you must pay all conversion fees, bank collection fees and other expenses we may incur. (Such fees and expenses are treated as purchases.) Do not send cash payments.
6.1: Payment Due Date. Your payment due date is the same date each month. If the minimum payment is not received by 5:00 p.m. on the due date, in the manner and at the location specified in the billing statement, there may be a delay in posting your payment to your Account. Such delay may result in a late payment fee and additional interest charges.
6.2: Minimum Payment Amount. If the New Balance is less than $30, the minimum payment is the full amount of the New Balance. If the New Balance is $30 or more, the minimum payment is the sum of (1) any past due amount and (2) the greater of: (a) $30 plus any late payment fees, or (b) 2.5% of the New Balance plus interest charges and any late payment fees. (For Visa Signature Cards, in addition to the foregoing amounts, your minimum payment amount will include the full amount by which your New Balance exceeds your credit limit.) **For all cards, making only the minimum payment will increase the amount of interest you pay and the time it takes to repay your balance.**
6.3: Application of Payments. Payments credited to your Account during a billing period will be applied first to unpaid interest charges, then to any fees, then to the balance having the highest **Annual Percentage Rate (APR)**, and then to each successive balance bearing the next higher **APR** until the payment is exhausted. Balances having the same **APR** will be paid beginning with the oldest balance first. You must pay at least the minimum payment amount on your statement each month, even if you paid more than the minimum payment in an earlier month.
6.4: Partial or Nonconforming Payments. You must not mark any payment with any kind of restrictive endorsement (such as “paid in full” or “in settlement”). We can receive and credit your Account with the amount of any late payments,

partial payments or payments with restrictive endorsements without losing or waiving our right to receive timely payment in full.
6.5: Delay of Available Credit. We apply your payment to your Account on the business day we receive it. Based on risk, however, we may delay when that payment increases your Account's available credit.
6.6: Prepayment. You may repay all or any portion of the Outstanding Balance at any time without penalty.

7.0: RATES AND FEES: Annual Percentage Rates, Daily Periodic Rates and Fees and other disclosures are found on the Table at the end of this agreement. The card carrier containing your Card also includes disclosures specific to your Card Account. The terms of these disclosures are incorporated by reference into this Agreement. Review these disclosures carefully and keep in your records.

8.0: DEFAULT. Your Account will be in default in any of the following circumstances: (a) your minimum payment is not received at the proper address on or before the payment due date; (b) you fail to honor any other obligation under this Agreement; (c) you die, file for bankruptcy, or become insolvent or generally unable to pay your debts; (d) you have furnished false or misleading information on the Card Application; (e) you are in default under any other obligations you may owe to us; or (f) we reasonably believe that you are unable or unwilling to honor all of your obligations under this Agreement. If your Account is in default, we may declare the Outstanding Balance immediately due and payable, close your Account, and recover all Cards and unused Credit Card Checks***.***

9.0: ATTORNEYS FEES; COLLECTION EXPENSES; VENUE IN TEXAS. You agree to pay our reasonable collection expenses, whether or not any court or arbitration proceedings are filed. Collection expenses include reasonable attorneys' fees, the cost of Bank staff (including in house counsel), and out-of-pocket expenses (whether or not such expenses are awardable as "court costs"). Unless prohibited by law, you agree that we may bring legal action against you in the State of Texas, regardless of where you reside.

10.0: INTEREST CHARGES. The following interest charges will apply whether before or after default, judgment, or the closing of your Account.
10.1: Periodic Interest Charges on Purchases, Balance Transfers and Cash Advances. We will not charge periodic interest on purchases and balance transfers if you pay in full the total New Balance listed on the previous monthly statement by the payment due date. Otherwise, we will charge periodic interest on each purchase and balance transfer from the date of that purchase or balance transfer transaction. For every cash advance we charge interest from the date of that transaction. There is no grace period during which a cash advance can be repaid without incurring an interest charge.
10.2: Periodic Interest Charge Calculation(s). There is no minimum interest charge. The interest charged on purchase transactions and balance transfer transactions is calculated separately from the interest charged on cash advances. Those separately calculated interest amounts are then combined to determine the total interest charged for the billing period. For each category of transactions, interest is calculated as follows. (1) First, we determine the "average daily balance" by taking each day's beginning balance, adding any new transactions, and subtracting any payments or credits. We do not add interest incurred during the billing period. The result is the "daily balance." We then add all the daily balances for the billing period and divide by the number of days in the billing period. The result is the "average daily balance" (also called the "balance subject to interest charge" on your monthly statement). (2) Second, we multiply the average daily balance by the number of days in the billing period. That number is then multiplied by the daily periodic rate (**DPR**) for that category of transactions. The resulting number is the interest charged for that category of transactions.

11.0: ANNUAL PERCENTAGE RATE ("APR") AND DAILY PERIODIC RATE ("DPR"). The **APR** and **DPR** for all transactions are variable rates. The **APR** for a particular billing period is the sum of the Bank's **"Prime Rate"** for that billing period plus a **"Margin."** The applicable Margin depends on the type of transaction and the type of credit card Account. Daily periodic interest is calculated using the **DPR**. The **DPR** is 1/365th of the **APR** (or 1/366 in a leap year). The **APR** and **DPR** on the Effective Date are disclosed on the card carrier. The actual **APR** in effect for each billing period, and for each category of transactions, is disclosed in your monthly statement.
11.1: "Prime Rate" and the "Index". The Prime Rate is equal to, and varies with, an independent index (the **"Index"**). The Index is the U.S. prime rate, as published by the *Wall Street Journal*. For any particular billing period, the Bank's Prime Rate is the published Index rate for the day that precedes by 6 business days the first calendar day of the calendar month in which that billing period ends (If a range of rates is published for that date, the highest of the rates is used). If the Index becomes unavailable, the Bank may designate a substitute Index in its sole discretion. Your **APR** and **DPR**, and the amount of your minimum payment, will increase or decrease as the Index and Bank's Prime Rate increase or decrease. The resulting changes in your **APR** and **DPR** will take effect on the first day of your billing cycle the following month. You acknowledge that the Bank's Prime Rate does not mean the lowest rate at which Bank makes loans to any of its customers, now or in the future.

12.0: ACCOUNT AND OTHER FEES. Fees applicable as of the effective date of this Agreement are provided on the carrier containing your card.

12.1: Cash Advance Fee. Each new cash advance will be assessed a one-time fee. This fee is fully earned when assessed, and added to the balance of the transaction.
12.2: Balance Transfer Fee. Each new balance transfer will be assessed a one-time fee. This fee is added to the balance of the transaction.
12.3: Late Payment Fee. If your minimum payment is not received at the proper address by the payment due date, we charge a late payment fee.
12.4: Returned Payment Fee. If any check or other payment on your Account is dishonored or must be returned because it cannot be processed, we charge a returned payment Fee. This fee is charged to your Account as a purchase item.
12.5: Annual Account Fee. If your Account has an Annual Account Fee, generally it will be billed at account opening and every twelve (12) months thereafter. The amount of the Annual Account Fee, if there is one on your Account, is listed in the Table that appears on the carrier containing your Card.
12.6: International Transaction Fee. Each international transaction will be assessed a fee on the U.S. dollar amount of the transaction. This fee applies whether your transaction is originally made in U.S. dollars or converted to U.S. dollars from a foreign currency. If you incur a charge in a foreign currency, the charge will be converted into U.S. dollars by Visa International using its procedures in effect at the time. Under current procedures, the foreign currency conversion rate is either a wholesale market rate or a government mandated rate in effect one day prior to the date the transaction is processed by Visa. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. This fee is added to the balance of the transaction.
12.7: Research Fee. If you request research on your Account (except for alleged billing errors by us), we may charge you a research fee up to $25 per hour, plus $5 per photocopy. This fee is charged to your Account as a purchase item.
12.8: Expedited Card Delivery Fee, and Emergency Card Fee. We may charge a fee if you request “expedited delivery” of a Card that requires an outside delivery service provider. We may also charge a fee if you request to personally obtain an “emergency Card” at our Bankcard Center that requires special card production. The current amounts of these fees will be disclosed at the time of your requests and before you agree to incur the charges. These fees are charged to your Account as a purchase.

13.0: ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO VISA SIGNATURE CARD:
13.1: Credit Limit: The Credit Limit on your Card Account is disclosed on each monthly statement (your initial Credit Limit appears on the carrier containing the Card). Bank may decline authorization for any use of your Card or Card Account that would at any time cause your Outstanding Balance to exceed your Credit Limit. You are liable for the Outstanding Balance even if it exceeds your Credit Limit. The Bank may increase or decrease your Credit Limit at any time and will notify you of such change. In addition, you may request a change in your Credit Limit by writing to the address shown on your monthly statement or by calling 1-800-494-1698.

14.0: SECURITY INTEREST FOR SECURED ACCOUNTS. If you have a Secured Account, you have given the Bank a security interest in a savings account at the Bank to secure payment of your Account. If you withdraw your funds from the savings account, the Bank has the right to close your Account.

15.0: JOINT ACCOUNT. If your Account is in the name of more than one person, each such person is jointly and individually liable for the full balance of all amounts due on your Account. Unless otherwise required by law, we may send all monthly statements and other notices to any one of you. Such monthly statements and notices shall be deemed received by each and all of you.

16.0: INTERPRETATION; EFFECT.
16.1: Duration; Survival. Your right to use the Card or make charges to your Account terminates when your Account is closed. All of our rights and your obligations remain in effect until your Account is closed and your Outstanding Balance is paid in full.
16.2: Headings. The headings used in this Agreement are for convenience only and do not describe the entire scope or intention of any portion of this Agreement.
16.3: Integrated Agreement. This Agreement is the final written statement of your contract with us and cannot be contradicted with evidence of any alleged oral agreement.
16.4: Severability. If any part of this Agreement is unenforceable in any jurisdiction, the rest of this Agreement will remain enforceable in that jurisdiction, and this entire Agreement shall remain enforceable in all other jurisdictions.
16.5: Delay in Enforcement. Any delay by us in enforcing our rights or your obligations under this Agreement shall not be deemed to release, waive, impair or discharge those rights or obligations.
16.6.: Assignment. You may not assign or transfer any portion of this Agreement or your Account without our prior written permission. We may assign or transfer this Agreement, your Account or any portion thereof without notice to you. This Agreement shall be binding upon the parties’ heirs, representatives, successors, and assigns.
16.7: GOVERNING LAW. THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF TEXAS, REGARDLESS OF PRINCIPLES ON THE CONFLICT OF LAWS OR WHERE YOU RESIDE OR USE YOUR CARD.

17.0: DISCLOSURES OF INFORMATION. You consent to the release of personal data about you by the Bank to Visa U.S.A., its Members, or their respective contractors for the purpose of providing the services described in this Agreement, or emergency cash and emergency card replacement services.

18.0: NO ILLEGAL USE; OFAC SANCTIONS; INTERNET GAMBLING PROHIBITED. You must not use your Account, Card or Credit Card Checks (a) for any illegal purpose; (b) for any transaction or in any manner that violates the law; (c) to conduct transactions in any country or territory, or with any individual or entity, that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC); or (d) to gamble on the Internet. Display of a Visa logo or other payment system logo by any person (e.g., an online merchant), or acceptance of a transaction, does not mean that the transaction is lawful in all or any jurisdictions governing you, your Account or the transaction. We have the right (but no obligation to you) to decline or block any transactions that we believe may be prohibited under this section. We may also block use of your Card in countries or territories subject to OFAC sanctions. You remain liable for, and you must indemnify us for, any transactions made in violation of this section.

19.0: AGREEMENT TO PAY: You agree to timely pay your Outstanding Balance, regardless of whether the charges were incurred for personal, family, household or business purposes. Your liability includes all charges made by all persons you permitted or gave express, implied or apparent authority to use your Account, Card, or Credit Card Check even if you were unaware of the charges or they caused you to exceed your Credit Limit.

20.0: LIABILITY FOR UNAUTHORIZED USE: If your Card, Account number, or Credit Card Checks are lost or stolen, or if you think that someone used or may use them without permission, you agree to notify the Bank immediately by calling 1-866-749-7459. You may need to provide the Bank with certain information in writing to help the Bank determine what happened. You are not liable for loss, theft, or unauthorized use of your Card, Card Account, or Credit Card Check if you notify the Bank of any fraudulent transactions.
20.1: Liability for Unauthorized Transactions: You are not liable for unauthorized use of your card for transactions if you notify the Bank within two business days. In any case, your liability will not exceed $50.

21.0: REFUSAL TO HONOR TRANSACTIONS: We are not responsible or liable for any claim arising from or related to: (a) the refusal or delay of any financial institution, merchant, or other person to honor or return your Card, Account or Credit Card Check; (b) any goods or services obtained with your Card Account or Credit Card Check (except to the extent provided in “Billing Rights Summary” notice near the end of this Agreement); (c) any unsuccessful attempt to obtain prior credit authorization for any transaction when the authorization system is not working; or (d) any unsuccessful attempt to use the Card in an ATM when the ATM or ATM network is not working or is temporarily closed or out of order.

22.0: FINANCIAL AND CREDIT INFORMATION.
22.1: Financial Statements. If we ask, you agree to furnish a current financial statement or to update the Card Application.
22.2: Credit Reports and Negative Credit Reporting. You hereby authorize us to make credit inquiries or investigations about you, and to disclose to others credit information about your Account and your performance under this Agreement. We may ask credit bureaus for reports of your credit history. At your request, we will tell you whether or not we have requested such reports, and the names and addresses of the credit bureaus furnishing the reports. We may act through our agents, who may act in our name or their own names.
22.3: Negative Credit Reporting. You are hereby notified and agree that we may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may report through our agents (including but not limited to Zions Management Services Company) who may act in our name or their own names. Please notify us if we report any inaccurate information about your Account(s) to a credit bureau. Your written notice describing the specific inaccuracy should be sent to us at the following address: Amegy Bank N.A., Bankcard Services, P.O. Box 25787, Salt Lake City, UT 84125

23.0: CHANGE OF NAME OR ADDRESS. You agree to promptly notify us in writing if you change your name, home address, or mailing address. Until you notify us of updated information, we can send statements, notices and other communications to the name and address in our records, and they will be deemed effectively delivered for all purposes. If your mailing address appears to no longer be valid (e.g., mail is returned undelivered), you agree that we can suspend mailing your statements, notices, and other communications until a valid address is received from you.

24.0: CLOSING YOUR ACCOUNT: You may close your Account at any time by notifying us in writing. We may close your Account at any time without cause and without notice. When your Account is closed (whether by you or us), your right to use the Account, Card and Credit Card Checks is automatically revoked. When your Account is closed, you must contact everyone authorized to charge transactions to your Account (e.g., internet service providers, insurance companies, etc.) to cancel future transactions. Such transactions may continue to be charged to your Account until you change the billing, and you will be liable for those charges. If we believe that you have authorized a transaction or are attempting to use your

Account after you have requested to close your Account, we may (but are not required) allow the transaction to be charged to your Account and you will be liable for the charges.

25.0: DISPUTE RESOLUTION PROVISION.
This Dispute Resolution Provision contains a jury waiver, a class action waiver, and an arbitration agreement (or judicial reference agreement, as applicable), set out in four Sections. READ IT CAREFULLY. No portion of this Dispute Resolution section shall be interpreted or applied in a manner prohibited by governing law, but all other portions shall remain in effect. Without limitation, no portion of this Dispute Resolution section shall require arbitration or other non-judicial procedure to resolve any controversy or settle any claim arising out of any consumer credit transaction that is secured by a dwelling (including a home equity line of credit secured by the consumer's principal dwelling).

SECTION 1: GENERAL PROVISIONS GOVERNING ALL DISPUTES.
25.1.1: PRIOR DISPUTE RESOLUTION AGREEMENTS SUPERSEDED. This Dispute Resolution Provision shall supersede and replace any prior "Jury Waiver," "Judicial Reference," "Class Action Waiver," "Arbitration," "Dispute Resolution," or similar alternative dispute agreement or provision between or among the parties.

25.1.2: "DISPUTE" DEFINED. As used herein, the word "Dispute" includes, without limitation, any claim by either party against the other party related to this Agreement, your Account, any transaction in your Account, any Card or a Credit Card Check. "Dispute" includes, but is not limited to, matters arising from or relating to a deposit account, an application for or denial of credit, warranties and representations made by a party, the adequacy of a party's disclosures, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations, performance or services provided under any agreement by a party, including without limitation disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto.

If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company), each party hereto agrees to consent to including that third party in any arbitration or judicial reference proceeding for resolving the Dispute with that third party.

25.1.3: JURY WAIVER. Each party waives its, his or her respective rights to a trial before a jury in connection with any Dispute. All Disputes shall be decided by a judge sitting without a jury, unless submitted to binding arbitration pursuant to Section 2 or judicial reference pursuant to Section 3.

25.1.4. AGREEMENT FOR BINDING ARBITRATION OR JUDICIAL REFERENCE (A) IF A CONSUMER PARTY REQUESTS, OR (B) IF THE JURY TRIAL WAIVER IS NOT ENFORCED. A party who (in context of the Dispute) is a consumer may timely elect to require that the Dispute be submitted as applicable to binding arbitration under Section 2 hereof or binding judicial reference under Section 3 hereof. In addition, if this Agreement's jury waiver is unenforceable by law, or otherwise not enforced by a court exercising jurisdiction over the Dispute, then all parties hereby agree that the Dispute shall be timely submitted as applicable to binding arbitration under Section 2 or binding judicial reference under Section 3. **BY AGREEING TO RESOLVE SPECIFIED FUTURE DISPUTES IN ARBITRATION OR BY JUDICIAL REFERENCE, THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE THOSE DISPUTES IN COURT.**

In any lawsuit regarding a Dispute (a "Lawsuit"), following the service of a complaint, third-party complaint, cross-claim or counterclaim or any answer thereto, any amendment to any of the above, or a ruling or entry of an order that has the effect of invalidating this Agreement's jury trial waiver (any of the foregoing, an "ADR Event"), then **at any time prior to trial of the Dispute, but not later than 30 days after the ADR Event**, any party shall be entitled to move the court for an order (on the grounds set forth in the preceding paragraph) compelling arbitration under Section 2 or judicial reference under Section 3, as applicable, and staying or dismissing the Lawsuit pending such arbitration or judicial reference (an "ADR Order").-A party that commenced or participated in the Lawsuit may nevertheless demand arbitration or judicial reference of a Dispute after an ADR Event. Commencement or participation in the Lawsuit shall not operate as a waiver of the right to compel arbitration or judicial reference. After entry of an ADR Order, the non-moving party shall commence the arbitration or judicial reference. The moving party shall, at its discretion, also be entitled to commence arbitration or judicial reference but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration or judicial reference.

25.1.5: CLASS ACTION WAIVER. If permitted by applicable law, **each party waives the right to litigate any Dispute as a class action (either as a member of a class or as a representative) or to act as a private attorney general. The waiver in this paragraph applies whether the proceeding is in a court, in an arbitration, or in a judicial reference proceeding.**

25.1.6: SURVIVAL: This Dispute Resolution Provision shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties.

SECTION 2: TERMS GOVERNING THOSE DISPUTES SUBMITTED TO ARBITRATION. This Section 2 governs Disputes that are submitted for binding arbitration under subsection 25.1.4. This Section 2 shall not apply to any Dispute that is pending in a state or federal court located in the State of California, except to the extent such Dispute may also be pending in a state or federal court located outside of California. An arbitrator shall have no authority to determine the validity, enforceability, meaning and scope of this Dispute Resolution Provision, or (ii) class action claims brought by either party as a class representative on behalf of others, or by a class representative on either party's behalf as a class member, which matters may be determined only by a court without a jury.

Arbitration under this provision shall be conducted before a single arbitrator through either the National Arbitration Forum ("NAF") or Judicial Arbitration and Mediation Service, Inc. (JAMS), as selected by the initiating party, in accordance with the rules of NAF or JAMS (the "Administrator"). However, if the parties agree, a licensed attorney may be selected by the parties to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator without an Administrator, then either party may file a Lawsuit and move for an ADR Order. The arbitrator, howsoever appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be as stated elsewhere in this Agreement with respect to any judicial proceedings between the parties. Absent such a provision, the arbitration shall be conducted at a location determined by mutual agreement of the parties or by the Administrator if no agreement can be reached. The arbitrator shall apply the law of the state specified in the agreement giving rise to the Dispute.

In any arbitration commenced by a consumer regarding a consumer Dispute, Lender or Bank shall pay one half of the Administrator's initial filing fee, up to $500. If Lender or Bank commences arbitration or is the moving party obtaining an ADR Order, Lender or Bank shall pay all Administrator and arbitrator fees, regardless of whether or not the consumer is the prevailing party in such arbitration, unless such Dispute involves a claim for damages by a consumer and is found by the arbitrator to be frivolous. For this paragraph, "consumer Dispute" shall mean a Dispute involving credit or services provided by Lender or Bank, primarily for personal, family or household purposes, in which the claim for damages is less than $75,000.

The Administrator and the arbitrator shall have the authority, to the extent practicable, to take any reasonable action to require the arbitration proceeding to be completed within 180 days of commencing the arbitration. The arbitrator: (i) will render a decision and any award applying applicable law; (ii) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (iii) will give effect to any statutory or contractual limitations period (*e.g.*, any statute of limitations) in determining any Dispute or defense; (iv) shall have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrator, including, without limitation, the sanction of entering a final award against the party that fails to comply; (v) shall have authority to award costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees) to the extent permitted by law; (vi) shall recognize and honor claims of privilege recognized at law; and (vii) with regard to motions and the arbitration hearing, shall apply the Federal Rules of Evidence. The doctrines of compulsory counterclaim, res judicata, and collateral estoppel shall apply to any arbitration proceeding hereunder.

Commencement of an arbitration by any party shall not prevent any party from at any time (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, temporary restraining orders, property preservation orders, foreclosure, sequestration, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver; or (ii) availing itself of any self-help remedies such as setoff and repossession rights or non-judicial foreclosure of collateral. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds $200,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds $200,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration award shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator; if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

To request information on how to submit an arbitration claim, or to request a copy of an Administrator's rules or fee schedule, please contact the Administrators as follows: JAMS: 1920 Main St., Suite 300, Irvine, CA 92614, Phone: (949) 224-1810, Fax: (949) 224-1818, E-mail: info@jamsadr.com, Website: www.jamsadr.com; NAF: National Arbitration

Forum, P.O. Box 50191, Minneapolis, MN 55405-0191, Phone (800) 474-2371, email: info@adrforum.com, Website: www.adrforum.com.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If the terms of this Section 2 vary from the Administrator's rules, this Section 2 shall control.

SECTION 3: TERMS GOVERNING THOSE DISPUTES SUBMITTED TO JUDICIAL REFERENCE. This Section 3 governs Disputes that are submitted under subsection 25.1.4 for judicial reference in accordance with California Code of Civil Procedure, Section 638, et seq. This Section 3 may be invoked only with regard to Disputes filed in state or federal courts located in the State of California. In no event shall this Section 3 diminish the force or effect of any venue selection or jurisdiction provision in this Agreement or any Related Document. Nothing herein shall preclude a party from moving (prior to the court ordering judicial reference) to dismiss, stay or transfer the suit to a forum outside California on grounds that California is an improper, inconvenient or less suitable venue. If such motion is granted, this Section 3 shall not apply to any proceedings in the new forum.

The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If the parties cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of ten retired judges from either AAA or JAMS, and the court shall select the referee from that panel. If AAA and JAMS are unavailable to provide this service, the court may select a referee by such other procedures as are used by that court. The referee shall be appointed to sit with all of the powers provided by law, including the power to hear and determine any or all of the issues in the proceeding, whether of fact or of law, and to report a statement of decision. Only for this Section 3, "Dispute" includes matters regarding the validity, enforceability, meaning, or scope of this Section, and <u>class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member</u>. The parties agree that time is of the essence in conducting the judicial reference proceeding set forth herein. Except as otherwise provided in this paragraph, the costs of the judicial reference proceeding, including the fee for the court reporter, shall be borne equally by the parties as the costs are incurred, unless otherwise awarded by the referee. If Lender or Bank commences a judicial reference proceeding regarding a consumer Dispute, Lender or Bank shall pay all referee fees, regardless of whether or not the consumer is the prevailing party in such proceeding, unless such Dispute involves a claim for damages by a consumer and is found by the referee to be frivolous. For purposes of this paragraph, "consumer Dispute" shall mean a Dispute involving credit or services provided by Lender or Bank, primarily for personal, family or household purposes, in which the claim for damages is less than $75,000. The referee shall hear all pre-trial and post-trial matters (including without limitation requests for equitable relief), prepare a statement of decision with written findings of fact and conclusions of law and apportion costs as appropriate. The referee shall be empowered to enter equitable relief as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that are binding on the parties and rule on any motion that would be authorized in a trial, including without limitation motions for summary adjudication. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain Lender's or Bank's right of offset, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien Bank or Lender may hold in property, or to comply with legal process involving accounts or other property held by Bank or Lender.

SECTION 4: RELIANCE. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision or judicial reference provision in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the four Sections of this DISPUTE RESOLUTION PROVISION.

26.0: BILLING RIGHTS SUMMARY. This notice contains important information about your rights and the Bank's responsibilities under the Fair Credit Billing Act.

26.1: Notify Us in Case of Errors or Questions About Your Bill. If you think your bills is wrong, or if you need more information about a transaction on your bill, write to us in a separate letter at the address indicated in the Billing Rights Summary on your Statement or the address below. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights and we will not be required to investigate any potential errors. In your letter, include the following information:

- Your name and account number.
- The date and 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.

If you have authorized us to pay your Account automatically from your savings or checking account or you have authorized an automatic payment on your Account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

26.2: Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive 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 you question, including interest charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay the amount in question or any interest charges related to any questioned amount. If we didn't make a mistake, you may have to pay interest charges, and you will have to make any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that 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 bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

26.3: 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 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 must have been more than $50. (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 access your credit card account do not qualify.

(3) You must not yet have fully paid for the purchase.

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

Amegy Bank N.A.
Bankcard Services
P.O. Box 25787
Salt Lake City, UT 84125-0787

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.

M-106788

ADDENDUM 1 – Disclosure Statement for Amegy Bank

This Addendum applies to the following Amegy Bank Visa credit cards: AmaZing Rewards® Signature, AmaZing Cash™ Signature, AmaZing Cash™, AmaZing Rewards®, AmaZing Rate™, AmaZing Launch™ (this product is no longer offered), and AmaZing Launch™ Secured Credit Cards.

INTEREST RATES AND INTEREST CHARGES	
Purchases Annual Percentage Rate (APR)	**8.75%** for AmaZing Rate Visa **9.75%** for AmaZing Rewards Visa Signature **10.25%** for AmaZing Cash Visa Signature **10.75%** for AmaZing Rewards Visa **11.25%** for AmaZing Cash Visa **13.24%** for AmaZing Launch Secured Visa **17.24%** for AmaZing Launch Visa (this product is no longer offered) These APRs will vary with the market based on the Prime Rate.
APR for Balance Transfers	**8.75%** for AmaZing Rate Visa **9.75%** for AmaZing Rewards Visa Signature **10.25%** for AmaZing Cash Visa Signature **10.75%** for AmaZing Rewards Visa **11.25%** for AmaZing Cash Visa **13.24%** for AmaZing Launch Secured Visa **17.24%** for AmaZing Launch Visa (this product is no longer offered) These APRs will vary with the market based on the Prime Rate.
APR for Cash Advances	**18.00% Fixed**
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases and balance transfers if you pay your entire balance due by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	**None**
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 Consumer Financial Protection Bureau website at http://www.consumerfinance.gov/learnmore.**
FEES	
Annual Account Fee	**None**
Transaction Fees:	
▪ **Cash Advance**	Not to exceed the greater of **$2** or **2%** of each transaction amount.
▪ **Balance Transfer**	**3%** of the amount of each transaction, but not less than **$10**.
▪ **International Transaction**	**3%** of the U.S dollar amount of each transaction, whether originally made in U.S. dollars or converted from a foreign currency.
Penalty Fees:	
▪ **Late Payment**	Not to exceed the lesser of **$15** or **5%** of the payment due after unpaid for 10 days (including weekends).
▪ **Returned Payment**	Up to **$25**

How we will calculate your balance: We use a method called “average daily balance (including new purchases)”. See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

How We Determine VARIABLE ANNUAL PERCENTAGE RATES (APR) and Calculate DAILY PERIODIC RATES (DPR) and MONTHLY PERIODIC RATES (MPR): Unless an introductory or promotional APR is in effect, we add the Prime Rate ("Index") to a Margin to determine your APR. DPR is calculated by dividing the applicable APR by 365 (366 in a leap year). MPR is calculated by dividing the APR by 12 (the number of months in a year). See table below for details:

Transaction Type	Margin[1]		Prime Rate Index[2]		APR		DPR / MPR
Purchases	5.50% to 13.99%	+	3.25%	=	8.75% to 17.24%	÷ by 365	0.02397% to 0.04723%
Balance Transfers	5.50% to 13.99%				8.75% to 17.24%		0.02397% to 0.04723%
Cash Advances	18.00% (Fixed)	=			18.00%	÷ by 12	1.50%

[1,2]Rates are effective as of 08/15/2013

ADDENDUM 2 – Disclosure Statement for Amegy Bank

This Addendum applies to the following Amegy Bank Visa credit cards: Employee AmaZing Rewards, AmaZing Rate, and Employee AmaZing Launch (this product is no longer offered) Credit Cards.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**6.50%** for Employee AmaZing Rewards Card **6.50%** for Employee AmaZing Cash Card **7.75%** for Employee AmaZing Launch Card (this product is no longer offered) These APRs will vary with the market based on the Prime Rate.
APR for Balance Transfers	**6.50%** for Employee AmaZing Rewards Card **6.50%** for Employee AmaZing Cash Card **7.75%** for Employee AmaZing Launch Card (this product is no longer offered) These APRs will vary with the market based on the Prime Rate
APR for Cash Advances	**18.00% Fixed**
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases and balance transfers if you pay your entire balance due by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	There is no minimum interest charge.
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 Consumer Financial Protection Bureau website at http://www.consumerfinance.gov/learnmore.**
Fees	
Annual Account Fee	**None**
Transaction Fees:	
▪ Balance Transfer	**None**
▪ Cash Advance	Not to exceed the greater of **$2** or **2%** of each cash advance.
▪ International Transaction	**3%** of the U.S dollar amount of each transaction, whether originally made in U.S. dollars or converted from a foreign currency.
Penalty Fees:	
▪ Late Payment	Not to exceed the lesser of **$15** or **5%** of the payment due after unpaid for 10 days (including weekends).
▪ Returned Payment	Up to **$25**

How we will calculate your balance: We use a method called "average daily balance (including new purchases)". See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

How We Determine VARIABLE ANNUAL PERCENTAGE RATES (APR) and Calculate DAILY PERIODIC RATES (DPR) and MONTHLY PERIODIC RATES (MPR): Unless an introductory or promotional APR is in effect, we add the Prime Rate ("Index") to a Margin to determine your APR. DPR is calculated by dividing the applicable APR by 365 (366 in a leap year). MPR is calculated by dividing the APR by 12 (the number of months in a year). See table below for details:

Transaction Type	Margin[1]		Prime Rate Index[2]		APR		DPR / MPR
Purchases	3.25% to 4.50%	+	3.25%	=	6.50% to 7.75%	÷ by 365	0.01780% to 0.02123%
Balance Transfers	3.25% to 4.50%				6.50% to 7.75%		0.01780% to 0.02123%
Cash Advances	18.00% (Fixed)	=			18.00%	÷ by 12	1.50%

[1,2]Rates are effective as of 08/15/2013