



CARDHOLDER AGREEMENT
Effective: June 6, 2025

This Agreement covers your credit card account with First Community Bank (“Issuer” or “us”). “You,” “Your” and “Account Holder” refer to each person responsible for the Ascent, Granite, Peak and Pinnacle credit cards (“Card”), including those who sign, use or permit others to use the Card, provided to Account Holder and issued by us. Each Account Holder, by signing or using the Card, agrees with Issuer to the following terms:

1. **Promise to Pay.** You promise to pay us, when due, the total of all Credit Purchases, Cash Advances, Convenience Checks and Balance Transfers you make on your account. You also promise to pay the total of any Interest Charge and Other Charge due on the account. You also promise to pay all costs and expenses, including reasonable attorneys’ fees, that we incur in enforcing this Agreement.

2. **Joint Accounts.** If you have a joint account, each Account Holder has the right to use the account up to the extended credit limit as described below. Each Account Holder is bound by these terms and each, individually, will be liable for all charges, even if only one of you uses the account. For joint accounts, each individual separately, and both individuals together, are referred to in this Agreement as (“You”).

3. **Credit Limit.** Your credit limit is shown on each of your billing statements. You agree not to use your account in any way that will cause your balance to go over your limit. If you do, we may at our option, close your account or exercise any other remedies under this Agreement or at law. You must pay the full amount of your balance that is over the credit limit immediately. Unless you opt in to allowing an Overlimit Charge, we will not charge you a fee each time your balance exceeds your credit limit; however, we may not authorize any Credit Purchase or Cash Advance if doing so will cause your balance to go over the credit limit. If we do authorize such Credit Purchase or Cash Advance, such authorization will not result in a waiver of any of our rights under this section. We will notify you if we increase your credit limit.

4. **Minimum Monthly Payment.** You will receive monthly billing statements from us. The New Balance shown on your statement is the total of unpaid obligations that have been posted to your account as of the statement date. You can either pay the entire New Balance or you can pay in installments, but we must receive at least the Total Minimum Payment shown on your billing statement by the

payment due date. The Total Minimum Payment is the greater of 3% of your New Balance or \$10.00, plus the entire portion of the New Balance which exceeds your credit limit, plus any amount past due.

5. **Payment Applications.** The amount of your payments equal to the Total Minimum Payment Due may be applied to what you owe in any manner Issuer chooses, in its sole discretion. Your payments exceeding the Total Minimum Payment Due will be applied to balances with higher Annual Percentage Rates before balances with lower Annual Percentage Rates. We may accept checks marked “Payment in Full” or with words of similar effect without losing any of our rights to collect the full balance of your account.

6. **Credit Purchases.** You can use your account to purchase goods and services wherever MasterCard credit cards are accepted (referred to in this Agreement as “Credit Purchases”).

7. **Cash Advances.** You can get a Cash Advance (referred to in this Agreement as a “Cash Advance”) from your account by presenting your Card at a financial institution that accepts MasterCard. You can also use your Card to obtain cash from any authorized First Community Bank Automated Teller Machine (“ATM”). You may not obtain a Cash Advance if your account is delinquent, closed or the amount of the advance would cause your balance to go over your credit limit.

8. **Periodic Interest Charge.** Your account will be subject to the Monthly Periodic Interest Charge Rates and corresponding Annual Percentage Rates applicable to that type of First Community Bank account set forth in the Initial Disclosure provided to you by us.

Interest Charges will be imposed on Cash Advances and Convenience Checks from the date made and will continue to accrue until the date of payment.

Interest Charges will be imposed on Credit Purchases and Balance Transfers from the date the Credit Purchase is posted to your account and will continue to accrue until the date of payment, subject to any applicable grace period.

The interest charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the previous balance (the outstanding balance of your account at the beginning of the billing cycle) any new Cash Advances received and any new Credit Purchases posted to your account and subtracting any payments as received or credits as posted to your account, but excluding any unpaid interest charges. MasterCard Business accounts have a Minimum Interest Charge of \$.50.

9. **Transaction Fees.** A Transaction Fee is a one-time charge made each time a new Cash Advance, Convenience Check or

Balance Transfer is posted to your account. The fee for each Cash Advance or Convenience Check is 2%. The fee for each Balance Transfer is 3%. Because Transaction Fees are one-time charges that must be included in calculating the Annual Percentage Rate, the actual Annual Percentage Rate shown on your periodic statement may exceed the corresponding Annual Percentage Rate (which is based on Periodic Interest Charge) in any month for which a new Cash Advance, Balance Transfer or Convenience Check is posted to your account.

10. **Penalty Annual Percentage Rate.** If your account becomes 60 or more days past due, your account will be subject to the Penalty Annual Percentage Rate set forth in the Initial Disclosures provided to you by us (5% over the existing APR). If, for the next six months following your account being subject to the Penalty Annual Percentage Rate, you make your payments by the due date your existing balances will return to the original Annual Percentage Rates.

11. **Other Fees.**

- **Late Fee.** If we do not receive at least your minimum monthly payment within 10 days after the payment due date indicated on your billing statement, we will impose a late fee of up to \$25.00 for the first occurrence and up to \$35.00 for subsequent occurrences.

- **Overlimit Fee.** Unless you tell us otherwise, we will decline any transaction that causes you to go over your credit limit. If you want us to authorize these transactions, you can request over- the-credit limit coverage. If you have over-the-credit limit coverage and you go over your credit limit, we will charge you a fee of up to \$35 and may increase your APR to the Penalty APR. You will only pay one fee per billing cycle, even if you go over your limit multiple times in the same cycle.

- **Return Payment Fee.** If a check for payment is returned unpaid for any reason, we will impose a return check charge of up to \$25.00 for the first occurrence and up to \$35.00 for subsequent occurrences.

- **Replacement Card Fee.** We reserve the right to charge you \$35.00 to replace a Card.

- **Expedited Card Issuance Fee.** We reserve the right to charge you \$60.00 for a card ordered for express delivery and not by regular mail.

12. **Additional Card Holders or Others Using Your Account.** You may authorize others to use your account. You may add up to 3 additional cardholders to your account at no extra charge. Each additional cardholder will receive a credit card with his or her individual name embossed. You promise to pay for all Credit

Purchases, Cash Advances, Convenience Checks and Balance Transfers made by anyone you authorize to use your account, with or without a Card, and whether or not you notify us that he or she will be using it. If another person has use of your account and you want to end that person’s privilege; you must recover and return that person’s Card, if any. If you are unable to recover and return the Card, you will continue to be liable for any charges made unless you tell us to cancel all Cards and establish a new account for you, which will be done automatically if you notify us of unauthorized use. We may request written verification from you regarding any change or cancellation to your account.

13. **U.S. Currency.**

Ascent, Granite and Peak cards: If you make a purchase or cash advance in foreign currency the transaction will be converted into U.S. Dollars by Mastercard. If you make a purchase or cash advance in foreign currency, the transaction will be converted into U.S. Dollars by Mastercard. The exchange rate for transactions in a foreign currency will be a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government mandated rate in effect for the applicable central processing date, plus any adjustment determined by your financial institution. All transactions in foreign countries will be subject to a 1% fee.

Pinnacle cards: If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into an U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to Institutions that issue MasterCard cards. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

14. **Credit Information.** We can reevaluate any information you provide on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit reports and/or otherwise verify your current credit standing.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults in your account may be reflected in your credit report.

15. **Our Right to Cancel Your Account.** We can cancel your account at any time, or reduce the amount of your credit line, without notice to you, except in those situations where notice is required by law. If we cancel your account, you agree to destroy all Cards issued on your account by cutting them in half and returning

them to us. You will continue to be responsible for full payment of the balance on your account and all charges to your account, including those not yet received by us, as well as subsequent Interest Charges and other charges. Each Card is our property, and you agree that the Cards are not transferable and to surrender any Card upon demand.

16. Change in Terms of Your Account. We can change any terms of your account at any time. We will provide you with such notice as is required by law by mailing a notice to you at the latest address shown in our records. Subject to applicable law, any change will apply to the current balance of your account, as well as to future balances.

17. Default. You will be in default, and we may, without notifying you, temporarily suspend your credit, close your account, cancel all credit cards issued on it and require immediate payment of your entire balance if any of the following occurs:

- You fail to make a payment when it is due;
- You do not follow the terms of this Agreement in any way;
- You have made any false or misleading statement on the application for your account;
- You fail to pay any other loans you owe us;
- You become insolvent or die;
- There is an attachment, execution or levy against your property or you make an assignment for the benefit of creditors;
- A bankruptcy petition is filed by or against you;
- A guardian, conservator, receiver, custodian or trustee is appointed for you;
- You are generally not paying your debts as they become due; or
- There has been a material adverse change in your financial standing.

18. Security for This Account. If you have other loans or credit extensions from Issuer, or take out other loans or credit extensions with Issuer in the future, collateral securing those loans or credit extensions will also secure your obligations under this Agreement. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this Agreement even if Issuer has or later acquires a security interest in the household goods or a mortgage on the dwelling. If you executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by Issuer to secure your obligations under this credit card plan, such accounts and/or funds are additional security for your obligations to Issuer arising from the use of your Card.

19. If You Change Your Name or Address. You agree to notify us in writing within twenty days if you change your name, your home or mailing address, or home or business telephone number.

20. If Your Card is Lost or Stolen or if an Unauthorized Use May Occur. You agree to notify us immediately if your Card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call is (870) 612-3400, and you agree to follow up your call with notice in writing to us at: Credit Card Dept., PO Box 4327, Batesville, AR 72503. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your Card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

21. Consumer Liability for Unauthorized Use of Credit Card. We may hold you liable for the unauthorized use of your credit card if you are negligent or engaged in fraud. You will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft, or possible unauthorized use within a reasonable time..

22. Additional Risk Associated with Use of Business Purpose Cards. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer credit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards. You further accept and agree that First Community Bank may offset against your deposit balance for a business purpose card in default.

23. Honoring Your Card. We will not have any responsibility to you if anyone refuses to honor a Card issued on your account. Any refund, adjustment or credit allowed by a Seller shall not be by cash but rather by a credit advance to us, which shall be shown as a credit on your account statement.

24. Waivers. If, for any reason, we do not use any of our rights under this Agreement on a particular occasion, that will not limit our rights in the future in any way.

25. Our Address. Payments may be sent to the address listed on the front of the billing statement after the phrase “make check payable to.” To inquire or send correspondence, write us at the address on the front of the billing statement or at Credit Card Dept., PO Box 4327, Batesville, AR 72503.

26. Important Notice to Customers Who Contact Us by Phone. Cardholder agrees that Issuer, its agents and service companies may, without the need to seek additional confirmation from Cardholder, monitor and/or record any telephone

communications with Cardholder to insure that inquiries from you are handled promptly, courteously, and accurately.

27. MasterCard Rules and Regulation. The services being provided to you under this Agreement are made possible by Issuer's status as a licensee of MasterCard International. You recognize Issuer's responsibility to comply with the current MasterCard International rules and regulations and changes to them in order to continue to provide these services. Cards may not be used for any illegal transaction.

28. Law Governing This Agreement. This Agreement and your account will be governed by and construed in accordance with the laws of the State of Arkansas. The maximum interest rate applicable to your account shall be governed by the laws of the United States, including 12 USC § 1831u.

29. Initial Disclosures. By using your Card, you acknowledge receipt from us of the Initial Disclosures required by Regulation Z of the Truth-in-Lending Act and that the terms contained in the Initial Disclosures apply to you and your use of the Card and are incorporated in full into this Agreement. The information about the terms and costs of the Card described in this Cardholder Agreement is accurate as of the Effective Date. This information may have changed after that date. To find out what may have changed write to us at Credit Card Dept., PO Box 4327, Batesville, AR 72503.

30. Secured Credit Card. If you have a secured credit card, you will be required to make a security deposit. We will hold the security deposit for your benefit. The security deposit will be used to pay your balance, interest charges and fees, if you are in default for any reason. The security deposit may be returned to you upon request if/when the account is paid in full (certified or collected funds) and closed. The security deposit may also be earned back by you as a statement credit by using your card responsibly.

Statement of Military Annual Percentage Rate (MAPR)

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Please call toll-free at 888-780-8391 to hear this disclosure orally, or for us to provide information describing how minimum payments are calculated.

BILLING RIGHTS SUMMARY.

In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at PO Box 4327, Batesville, AR 72503 as soon as possible. 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.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services.

You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)