

First American Bank and Trust Small Business Debit MasterCard Agreement

This is our Agreement ("Agreement") with you, which governs your request for, receipt and use of a First American Bank Small Business Debit MasterCard. This Agreement is applicable only to transactions made using a First American Bank Small Business Debit MasterCard (as defined below).

Scope of Agreement

Unless otherwise defined below, the terms used in this Agreement shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code, as adopted by the State of Louisiana ("Article 4A"). Except as modified by this Agreement, Article 4A shall govern Transfers made to or from your Account(s). This Agreement shall not govern debit and credit transfers by means of ACH transfers or transactions governed by the Electronic Funds Transfer Act of 1978, as amended. This Agreement does not apply to personal (consumer) debit cards.

Definitions

Words and phrases used in this Agreement shall be construed so that the singular includes the plural and the plural includes the singular. In this Agreement, the following words shall have the definitions stated:

"Account(s)" mean each small business checking or money market account which you have selected to access with your First American Bank Small Business Debit MasterCard. Account(s) shall not include any of your personal accounts.

"Anonymized Ancillary Information" means Bank's Ancillary Data that has been anonymized, by aggregation or other manipulation, such that the information or data cannot itself identify, nor be combined with other publically-available information to identify, any individual person. Data means ancillary transaction information (e.g., IP Address, Device ID, Geolocation, browser specifications, device specifications, amount, merchant name, challenge results (abandoned, successful, failed)) that First Data or its subcontractors receive from Bank's Cardholders and merchants in performing the eCommerce Authentication Services.

"Anonymized Fraud Information" means Bank's Fraud Data that has been anonymized, by aggregation or other manipulation, such that the information or data cannot itself identify, nor be combined with other publically-available information to identify, any individual person. Bank's Fraud Data means (1) account level data relating to Bank's accounts from Bank's fraud management system (e.g., PAN, BIN, expiration date), and (2) transaction level data relating to Bank's accounts from Bank's fraud management system.

"Application" shall mean the First American Bank Small Business Debit MasterCard Application which you submitted to First American Bank. The application is incorporated herein as part of this Agreement.

"Article 4A" shall have the meaning set forth in the "Scope of the Agreement" section of this Agreement. "Authorized Signer" shall have the meaning set forth in the Application.

"Authorized User(s)" shall mean any employee, representative, or agent whom you have authorized to conduct Transfers. The name of the Authorized User(s) and the Company name shall appear on the Small Business Debit MasterCard issued to each authorized user.

"ATM" shall mean an automated teller machine or similar banking machine.

"Bank" shall mean First American Bank and Trust (First American Bank), the issuer of the Small Business Debit MasterCard.

"Small Business Debit MasterCard" shall mean the electronic banking Small Business Debit MasterCard issued by the Bank to you for use in conducting Transfers involving your Account(s), unless stated otherwise.

"Company" shall mean the business which has executed this Agreement, and shall include its successors and assigns.

"Maximum Dollar Limitations" shall have the meaning set forth in the "Limitations on Transactions" section of this Agreement.

"PIN(s)" shall mean the confidential personal identification number(s) assigned by the Bank or selected by you for identification purposes in connection with the use of your Small Business Debit MasterCard, and includes the Small Business Debit MasterCard number itself.

“Transfer(s)” shall mean any electronic banking transaction, including but not limited to deposits, withdrawals, or point-of-sale purchases, made electronically and/or by ATM, as well as all Transfers resulting from the use of your Small Business Debit MasterCard(s), even if an ATM is not used at the time of the transaction.

“We,” “our,” and “us” refers to the Bank; “You” or “your” will mean your business, the Company, the Authorized User(s), and the Authorized Signer.

Liability and Promise to Pay

Company agrees to be liable unconditionally and without limitation for any transfers effectuated by use of the Small Business Debit MasterCard by any person authorized by Company to conduct transactions.

Company shall promptly report unauthorized transactions to First American Bank, cooperate in investigating the same, and execute any Affidavit or other document required by First American Bank in connection with any unauthorized transaction.

- (a) Bank will be liable only for its own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with: (1) any inaccuracy, act or failure to act on the part of any person not within Bank’s reasonable control, or (2) any error, failure, or delay in execution of any Transfer resulting from circumstances beyond Bank’s reasonable control, including, but not limited to, any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold Bank harmless against any claim of a third party arising from, or in connection with, this Agreement or the services we provide hereunder.

- (i) **BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- (ii) **IN NO EVENT WILL BANK BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT LOSSES OR DAMAGES, INCLUDING DISHONOR OF CHECKS OR OTHER ITEMS, OR EXPENSES (INCLUDING COUNSEL FEES), WHICH YOU MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR THE SERVICES WE PROVIDE HEREUNDER, WHETHER OR NOT THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSS, DAMAGE, OR EXPENSE IS KNOWN TO US.**

- (b) All security procedures pertinent to the Small Business Debit MasterCard which are disclosed to you are strictly confidential and should be disclosed to only Authorized Users or your employees or agents on a “need to know” basis. You shall instruct those individuals that they should not disclose the security procedures to any third party. You must establish and maintain procedures to maintain the confidentiality of the PINs and the security procedures. You acknowledge that: 1) we have provided you with security procedures, 2) you understand the security procedures, and 3) the security procedures are solely in your control. You will carefully and consistently adhere to such security procedures. You agree that such procedures are commercially reasonable.

- (c) We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of Small Business Debit MasterCard(s) or PINs by your employees, agents, representatives or Authorized Users. You shall promptly notify us of any suspected unauthorized activity (whether or not involving your employees).

Liability for Unauthorized MasterCard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses

Insofar as liability for transactions conducted by a person who is not authorized to do so, the zero liability limit described below only applies to United States-issued MasterCard branded debit cards issued to natural persons, either for consumer purposes or for business purposes if the card is a “small business” debit card described on MasterCard’s website. The zero liability limit described below does not apply if you are an entity of any sort (corporation, limited liability company, partnership, etc.) or if the card is issued to you for business or commercial purposes other than “small business” as defined above. The zero liability limit described below does not apply until your identity is registered by or on behalf of the card issuer.

Tell us AT ONCE if you believe your MasterCard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your MasterCard debit card. Your liability for unauthorized use of your debit card with the MasterCard logo will not exceed zero dollars (\$0.00) if the following conditions have been met:

- (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and
- (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you may be liability for unauthorized transactions to the extent allowed under applicable law (for example, see Liability for Unauthorized Transfers paragraph below).

To notify us of lost or stolen cards or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard is a registered trademark of MasterCard Worldwide or its subsidiaries in the United States

Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or by other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (225) 265-2265, or write us at:

First American Bank and Trust
P.O. Box 550
Vacherie, LA 70090

Use of Anonymized Data

By using your First American Bank MasterCard Debit Card you consent to the use of Anonymized Fraud Information and Anonymized Ancillary Information by First American Bank and Trust (Bank) and by any debit card processing company that First American Bank and Trust uses to process debit card transactions including First Data Processing, Inc. (First Data), its Affiliates, and First Data's service providers. This data will be used for enhanced fraud detection through analytics.

Bank's Liability for Failure to Complete Transactions

If the Bank does not conduct a Transfer on time or in the correct amount, the Bank will not be liable for any losses or damages which result, to the extent that such losses were incurred because:

- (a) Through no fault of the Bank, you have insufficient available funds in your Account(s);
- (b) The ATM at which you attempt the Transfer does not have enough cash;
- (c) The ATM was malfunctioning at the time you initiated the Transfer;
- (d) Circumstances beyond the Bank's reasonable control (such as fire, flood, terrorism, or theft) prevent the completion of the Transfer, despite reasonable precautions on the part of the Bank;
- (e) In the case of pre-authorized credits, the data from the third party is not received, is incomplete or erroneous, or the recipient is deceased.

Issuance of Small Business Debit MasterCard(s)

The Bank will issue Small Business Debit MasterCard(s) in the name of the Company and bearing the name(s) of the Authorized User(s) as designated by the Company in this Agreement. No card will be issued without a personal name embossed on the face of the card.

Each Authorized User must sign the Small Business Debit MasterCard immediately upon its receipt. Small Business Debit MasterCard(s) remain the property of the Bank and must be surrendered to the Bank upon demand. The Company and the Authorized User(s) agree that the Small Business Debit MasterCard is for use by business owners and employees and shall be used for business purposes only. You acknowledge and understand that the Small Business Debit MasterCard shall not be treated as a consumer card under the provisions of applicable state and federal law. You agree to inform all Authorized User(s) that the Small Business Debit MasterCard shall not be used for consumer purposes. The Company acknowledges that the Bank is providing such service to the Company as an accommodation party only and, except as otherwise provided by law and herein, the Bank is not responsible in any way for the manner in which the Small Business Debit MasterCard is utilized.

PIN

In an effort to protect the Company and Authorized Users from unauthorized use of a Small Business Debit MasterCard, if the Small Business Debit MasterCard is lost or stolen, we require that each Authorized User establish a PIN and that each Authorized User sign the Small Business Debit MasterCard before it may be used. Each Authorized User agrees to protect their individual PIN and each Small Business Debit MasterCard and PIN shall be afforded the highest level of security by the Company and each Authorized User. A PIN shall only be disclosed on a "need to know" basis. The Company agrees to require each Authorized User to use the Small Business Debit MasterCard and PIN together to obtain cash at designated ATMs and at any merchant or outlet that allows the use of a PIN with the Small Business Debit MasterCard. The Bank assumes no duty to discover any breach of security by you, Authorized Users, or others, including unauthorized disclosure or use of a PIN or Small Business Debit MasterCard.

Limitation on Transactions

For security reasons, there are limitations on the number of transactions, maximum cash withdrawals, and maximum dollar amount of purchases Authorized User(s) may perform using a Small Business Debit MasterCard during a 24 -hour period ("Maximum Dollar Limitations"). Maximum Dollar Limitations may be decreased or increased for individual Authorized User(s) at the written request of the Company, directed in writing, and approved by to Bank. The standard Maximum Dollar Limitations are as follows:

Type of Transaction	Cumulative Dollar Limit of Total Transactions
Purchases/Point of Sale with Signature	\$5,000.00
Purchases/Point of Sale with PIN	\$5,000.00
Purchases with No Signature or PIN	\$5,000.00
ATM Withdrawal with PIN*	\$600.00
Cash Advance with Signature	\$5,000.00

* Individual ATMs may also limit the dollar amount of withdrawals.

Additional charges may be imposed by owners of non-Bank ATMs for use of their ATMs.

Daily limits are further subject to the availability of funds in your Account(s). For security reasons, there may be times when we impose other limitations on withdrawals.

Insufficient Funds

If the Account accessed does not have sufficient available funds, we may, at our discretion, reject or accept the transaction you have attempted. We, at our sole discretion, may honor such a transaction as a service to you. In this event you agree to pay, on demand, the amount necessary to cover the insufficiency, plus any applicable charges for this service.

General Provisions

- (a) Your Small Business Debit MasterCard may be retained by any ATM or merchant if:
 - (i) The PIN is entered incorrectly on five (5) successive attempts;
 - (ii) Your Small Business Debit MasterCard was reported lost or stolen;
 - (iii) All of the Accounts linked to your Small Business Debit MasterCard(s) have been closed;
 - (iv) Your Small Business Debit MasterCard has expired or has been replaced;
 - (v) The ATM is malfunctioning; or
 - (vi) You are in default on any agreement with the Bank.

- (b) Each Small Business Debit MasterCard issued by us remains our property, is not transferable (other than to your Authorized User(s)), and may be canceled, revoked, or limited by us at any time without prior notice to you. In the event of cancellation or revocation, your Small Business Debit MasterCard must be surrendered to us upon demand. If you attempt to use your Small Business Debit MasterCard after it has been cancelled or revoked, it may be retained. For your protection, your Small Business Debit MasterCard also may be retained in situations where it appears to us that there is or may be a danger of loss, theft, or unauthorized use.
- (c) No Transfer may be conducted, and no Transfer that you attempt to initiate will be completed, if your Small Business Debit MasterCard is damaged, has expired, has been cancelled, revoked, or retained for any reason, or your Account(s) has (have) been closed.
- (d) Upon receipt of a request for authorization of a Transfer made with your Small Business Debit MasterCard, you (or your Authorized User(s)) authorize us to deduct the amount immediately from the available balance in your Account(s). You understand and agree that you may not place stop payment orders on any Transfers originated by use of your Small Business Debit MasterCard.
- (e) You may not be able to use your Small Business Debit MasterCard to make Transfers in the following circumstances:
 - (i) Your Account is overdrawn; or
 - (ii) You have reached or your request would exceed applicable Maximum Daily Dollar Limitations.
- (f) We reserve the right at any time and without notice to eliminate any or all of the services that currently are available to you by use of your Small Business Debit MasterCard, or to add new services.
- (g) Notwithstanding the Maximum Dollar Limitations and notwithstanding the balance in your Account(s), we may, from time to time, limit the type, number, and dollar amount of any Transfers made by use of your Small Business Debit MasterCard, and terminate or suspend the operation of any or all Small Business Debit MasterCard(s) at ATMs or merchants, without prior notice.
- () An Authorized User's Small Business Debit MasterCard will be effective until you have notified us in writing that you have revoked the authorization and have taken all other necessary steps to revoke it, and we have had a reasonable opportunity to act on such notification.
- (h) These terms and conditions are subject to the laws and regulations of the State of Louisiana and any other applicable federal regulations as amended from time to time, and shall be deemed automatically amended to the extent necessary to comply therewith.

Lost or Stolen Small Business Debit MasterCard(s); Unauthorized and Fraudulent Use of Small Business Debit MasterCard(s)

- (a) In the event a Small Business Debit MasterCard assigned to an Authorized user is lost or stolen, you will immediately report the lost or stolen Small Business Debit MasterCard to us. You can call us at 1-800-738-2265 (24 hours a day). Such reports may be made in writing, via fax, or verbally with written follow-up. We will immediately disable your card and issue of a replacement for the reported lost or stolen Small Business Debit MasterCard(s). You may be responsible for Transfers until we receive written notification of the loss or theft.
- (b) You are responsible for all Transfers made by use of your Small Business Debit MasterCard by any authorized user. You agree that by allowing anyone to use your Small Business Debit MasterCard, you will be responsible for all Transfers made through the use of your Small Business Debit MasterCard by that person until we receive written notification that such authority is revoked, or that the card has been lost or stolen as set forth above.
- (c) You agree to assist the Bank in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by the Bank.
- (d) You agree to notify the Bank promptly in writing of any authorized user of a Small Business Debit MasterCard who is no longer employed by you or authorized to conduct business on your behalf.

Statements and Disputed Items

Each month, the Company will receive a monthly statement which details all debits made by the use of the Small Business Debit MasterCard(s). Disputes regarding any Small Business Debit MasterCard transaction shall be communicated in writing to the Bank at the address indicated below. Communications shall include the cardholder and Company's name, the dollar amount of any dispute or suspected error, and a description of the disputed error. Any communication regarding a dispute or suspected error must be received by the Bank within sixty (60) days from the date of the monthly statement on which the disputed or incorrect debit first appeared. If the Bank receives timely notice of a disputed transaction, we will

initiate an investigation and seek to resolve all documented requests within ninety (90) days of the date of receipt of such request. Disputes should be addressed as follows:

First American Bank and Trust
P.O. Box 550
Vacherie, LA 70090
1-800-738-2265 (24-hours a day)

Fees

Fees will be charged in accordance with the most recent service charge schedule. You shall pay to us promptly such fees as we may charge for a Transfer pursuant to this Agreement. Such fees may be changed from time to time without prior notice to you. We may set off the amount of such fees and/or expenses against any of your Accounts.

Following is a non-exclusive itemization of fees which may be assessed to your Account:

- A \$5.00 fee may be assessed for the replacement of a captured Small Business Debit MasterCard, or one that has been lost, stolen, or
- is damaged, other than by normal wear and tear, once a customer has received three free replacement cards.
- A \$75.00 fee will be assessed for each "rush" Small Business Debit MasterCard or each "rush" PIN request.
- There is no charge for ATM withdrawals conducted at an ATM owned and operated by the Bank.
- When you use an ATM which is not owned or operated by the Bank, you may be charged a fee by the ATM operator or network used, and you may be charged a balance inquiry fee for a balance inquiry even if you do not complete a Transfer.
- A \$1.00 per month debit card fee will be charged to the account to which your debit card is linked.

Currency Conversion

When you use your Small Business Debit MasterCard at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The current conversion rate used to determine the transaction amount in U.S. dollars is a rate selected by MasterCard from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Termination

The Bank may terminate this Agreement, in whole or in part, at any time without prior notice. If you or the Bank cancels this Agreement, you must surrender your Small Business Debit MasterCard or any other access device issued to you. In the event that you terminate this Agreement you must provide us with at least fifteen (15) days advance written notice. Your notice of termination of this Agreement shall not be effective until we are afforded a reasonable opportunity to act on the notice. No termination will affect any rights or obligations of either party that have accrued prior to termination or that relate to any transaction occurring prior to termination. All obligations or rights that contemplate performance after termination shall survive termination.

Amendments and Changes in Terms

The Bank may from time to time amend the terms of this Agreement as allowed by applicable federal and state law. The Bank will notify the Company by mail of such amendments and, subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice. If you do not agree to the change or amendment, you must notify the Bank prior to the effective date of the change or amendment, terminate the Agreement, and surrender your Small Business Debit MasterCard(s). Any other amendment or modification of the provisions of this Agreement shall not be effective unless made in writing and signed by the Bank.

Other Agreements

In addition to this Agreement, you agree to comply with the Bank's deposit account rules (incorporated herein by reference and made a part of this Agreement), and all applicable state and federal laws and regulations.

Illegal Use

You agree not to use the Small Business Debit MasterCard for any illegal purpose, such as illegal gambling.

Indemnification

You shall indemnify us in connection with any loss arising directly or indirectly from our providing the Transfer services hereunder.

Severability

The illegality or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision.

Headings

Paragraph headings are provided for convenience only and shall not be deemed part of the substantive provisions of this Agreement.

Waiver

A waiver by the Bank of any of the provisions of this Agreement shall not be effective unless it is in writing, shall pertain only to the particular circumstances for which it is given, and shall not constitute a future waiver of any other right under, or provision of, this Agreement.

Notices

Except as expressly provided otherwise in this Agreement, all notices required or permitted under this Agreement shall be in writing. Notices directed to us shall be sent to us at: First American Bank, P.O. Box 550, Vacherie, LA 70090.

Notices directed to you shall be sent to your last known address as reflected in our records. Other than the regular monthly statements distributed in connection with your Account(s) no additional reports will be provided to you in relation to any Transfers made using the Small Business Debit MasterCard.

Applicable Law/Jurisdiction for Disputes

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Louisiana, other than its principles involving conflicts of laws, as well as applicable federal laws and regulations. Normal banking customs and practices shall also apply. You hereby submit exclusively to the state and federal courts sitting in the State of Louisiana for actions to enforce or which otherwise concern this Agreement.

Attorney's Fees

In any action or proceeding seeking to enforce or which otherwise concerns this Agreement, the prevailing party shall recover reasonable attorney's fees and expenses from the losing party. If we retain counsel to enforce this Agreement, you shall reimburse us for our reasonable attorney's fees, even if no formal action is commenced.

Binding Effect/Assignment

This Agreement shall inure to the benefit of, and is binding on, the parties, their heirs, successors in interest, and assigns. Notwithstanding the foregoing, you may not assign this Agreement without our prior written consent, and any assignment by you without our prior written consent shall be null and void.

Confidentiality

The Bank agrees that it will maintain all data relative to the Company's accounts as confidential information and will exercise the same standards of care and security to protect such information as the Bank uses to protect its own confidential information. The Bank agrees to use such data exclusively for providing of services to the Company and the Authorized User(s) hereunder, and will not release such information to any third party except as required by law.

Jury Waiver

The parties hereby knowingly, voluntarily, and intentionally waive any right to a trial by jury in any suit, action, proceeding, or litigation in any court with respect to, or in connection with, arising out of, or otherwise related to, this Agreement and its subject matter, or any other instrument contemplated to be executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written), or actions of any party hereto or relevant to the transactions contemplated hereby. This provision is a material inducement for the parties to enter into this Agreement.

Conflict Resolution

This Agreement constitutes the entire agreement between you and the Bank concerning use of your Small Business Debit MasterCard. If there is any conflict between what a Bank employee tells you and the terms of this Agreement, the terms of this Agreement shall control. The Bank may assign this Agreement or its rights hereunder. You may not assign this Agreement. Any attempted assignment thereof shall be void.

Section headings have been inserted for convenience only and do not define or limit the provisions thereof. This Agreement supersedes any prior agreements between us relating to these services for your Small Business Debit MasterCard(s). You and we agree that all warranties, indemnities, confidentiality requirements, representations, acknowledgements, and understandings will survive the performance and termination of this Agreement.

Member FDIC
Small Business Debit MasterCard Agreement

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