

Learn how to earn a

\$30

statement credit
when you open a Sam's Club®
Business credit card account.

See inside for details



Earn cash back* with a
Sam's Club® Business Mastercard®.

NEW

5% BACK
on gas
anywhere
(on first \$6,000
per year, then 1%)

3% BACK
on Sam's Club®
purchases for
Plus members
Club members
earn 1%

3% BACK
on dining
and takeout

1% BACK
on other
purchases

* See the "How to Earn Cash Back with Your Sam's Club® Business Mastercard® Reward Program" terms inside for details.



Plus members can earn up to
5% back
at Sam's Club

Here's how it works:

2%[†]
for *Plus*
members

in Cash Rewards on eligible in-club purchases.



3%^{*}
with Sam's Club[®]
Business Mastercard[®]

in Cash Back Rewards on Sam's Club
purchases for *Plus* (1% back for Club).



Rewards are subject to each program's terms,
including different maximum rewards and payout dates.
See below for full details.

† Cash Rewards are only available for Sam's Club *Plus* Members for in-club purchases with any form of payment. Sam's Club *Plus* Members get 2% back on qualifying pre-tax purchases with a maximum reward of \$500 per 12-month membership period. Cash Rewards are awarded annually about 2 months prior to renewal date and loaded onto the membership card for use in club, on SamsClub.com or redeemable for cash. A member can accumulate a Maximum Balance of \$2,000 in earned Cash Rewards on a membership card, at which point accrual of Cash Rewards stops until the Maximum Balance is reduced. Cash Rewards are not earned for purchases made during the time of Maximum Balance. Restrictions apply. Visit SamsClub.com/CashRewards for exclusions, program details and terms and conditions.

* Subject to credit approval. See the "How to earn Cash Back with Your Sam's Club Mastercard Rewards Program" terms inside for details.

The benefits are built in.



Sam's Club®
Business
Mastercard®
(Plus)



Sam's Club®
Business
Mastercard®
(Club)



Sam's Club®
Business
Credit Card

Earn 3% Cash Back on Sam's Club® purchases for *Plus* members*
Club members earn 1%



Earn 5% Cash Back on gas anywhere*
(on first \$6,000 per year, then 1%)



Earn 3% Cash Back on dining and takeout*



Earn 1% Cash Back on other purchases wherever Mastercard is accepted*



Accepted worldwide wherever Mastercard is accepted



Zero foreign transaction fees²



No annual fee²



Accepted at Sam's Club and Walmart



Manage your account with the Sam's Club app, or online at SamsClub.com/credit



Doubles as your membership card



* See the "How to Earn Cash Back with Your Sam's Club® Business Mastercard® Reward Program" terms inside for details.

² For new accounts, see inside for rates, fees, and other cost information.

The Sam's Club Business Mastercard is issued by Synchrony Bank pursuant to a license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

Apply today!

Get a **\$30** statement credit

when you open a Sam's Club® Business credit card account and make \$30 in Sam's Club purchases in the next 30 days.¹



For accounts opened using your mobile device or at SamsClub.com:

A temporary card will be loaded to your membership for use right away at SamsClub.com and in the Sam's Club app (including the Scan & Go™ feature). Purchases cannot be made at in-club registers until the physical card is received.

¹ Offer subject to credit approval. To qualify you must (i) apply and be approved for a Sam's Club® Business credit card account and (ii) use your new account to make Sam's Club purchases totaling \$30 or more (excluding cash advances, gift card sales, alcohol, tobacco and pharmacy purchases) within 30 days of date of account opening. Your physical card should arrive in 7-10 business days from date of account opening. A \$30 credit to the account will appear within 90 days after the qualifying purchases are made. Offer is valid for newly opened accounts only and each account is eligible for only one \$30 offer. We reserve the right to discontinue or alter the terms of this offer any time.

Sam's Club® Business Credit Application

Please complete entire application in blue or black ink. Missing or inaccurate information may delay or adversely affect credit decision.

By applying you agree that, if approved, Synchrony Bank may provide you with a Sam's Club® Business MastercardSM or a Sam's Club Business Credit Card.

Sam's Club Business Membership Number (Required)

1 Business Information

Company Full Legal Name*		Taxpayer ID# (Required)		Company Contact	
Business Address (Street Name and Number Only)		Suite/Building/Floor#	City	State	ZIP
Billing Address (If Different)		Suite/Building/Floor#	City	State	ZIP
Business Phone # [†]	Ext.	Fax #	Resale/Tax License #	Issuing State	Expiration Date
Email Address (Optional) †					
Billing Representative					
Year Business Established			Monthly Estimated Spend		
Number of Employees	Type of Business	Dun & Bradstreet #	Purchase Orders Required?		
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other <input type="checkbox"/> Yes <input type="checkbox"/> No					

*Limited to 21 Characters. †You authorize Synchrony Bank to contact you at each phone number you have provided. By providing a cell phone number and/or email address, you agree to receive account updates and information, including text messages, from Sam's Club and Synchrony Bank. Standard text messaging rates may apply. ††The Sam's Club Business Mastercard is issued by Synchrony Bank pursuant to a license by Mastercard International Incorporated.

2 Authorized Representative's Signature

NOTICE TO BUYER: (1) DO NOT SIGN THIS APPLICATION BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE GOVERNING CREDIT AGREEMENT. (3) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE UNDER THE AGREEMENT. By signing below on behalf of your business, you represent that your business is a valid business entity; that all purchases made on this account, if approved, WILL BE FOR PURPOSES OTHER THAN PERSONAL, FAMILY, OR HOUSEHOLD USE, and that you are an authorized representative of the business with authority to enter into contractual agreements. You understand, that if approved for a Sam's Club Business Mastercard, we may assign interest rates depending on your business' creditworthiness as determined by us. On behalf of the business, you certify that all information provided in this application is complete and accurate, you agree to be bound by the terms of the governing credit agreement and you authorize us to obtain information about you personally (whether or not you have personally guaranteed the account) and your business from credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this application or in reviewing or collecting the account. You also understand that credit on this account, once approved, will be extended by Synchrony Bank ("SYNCB"), and that there is no binding contract between us until SYNCB approves and accepts this application. You have read and agree to the Key Terms and other disclosures attached.

I consent to SYNCB, and any other owner or servicer of my account, contacting me about my account and I agree to update my information, as provided in the Sam's Club Business Mastercard or Sam's Club Business Credit Card agreement ("Agreement"), including specifically the Address/Phone Change and Consent To Communications provisions. I consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting me.

PLEASE SEE KEY CREDIT TERMS FOR RATES, FEES AND OTHER COST INFORMATION.

I agree that my Sam's Club membership fees will be charged annually to my credit account on or before my renewal date.

FEDERAL LAW REQUIRES SYNCB TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES YOU WHEN YOU OPEN AN ACCOUNT.
SYNCB WILL USE YOUR NAME, ADDRESS, TAXPAYER ID #, AND OTHER INFORMATION FOR THIS PURPOSE.

Authorized Representative's Signature	Name (Printed)	
_____	_____	
Social Security #	Phone #	Date of Birth (MM/DD/YYYY)
_____	_____	____/____/____

This credit card program is offered by SYNCB in cooperation with Sam's Club.

PLEASE RETURN TO THE NEAREST SAM'S CLUB. DO NOT MAIL.

CGNA (12/11)
CON-DUAL-CASH (REV 1/2021)
[WF3174533AU]

PLEASE DETACH AT THE PERFORATION AND RETAIN THE REST OF THE BOOKLET FOR YOUR RECORDS.

3 Personal Guarantor Information

Should you give us your personal guaranty? Yes, if your company...

- ✓ Has less than \$5 million in annual sales or revenues, or
- ✓ Is less than 2 years old, or
- ✓ Has fewer than 10 employees, or
- ✓ Is a partnership or proprietorship.

Giving us your personal guaranty will speed the process of approving your application especially if you have a small or young company. If we can't grant you credit on the basis of your company's information, you may be able to receive credit if you agree to be personally responsible for paying for your company's account.

Last Name	First Name	Initial	Title		
Mailing Address (Include Street Name and Number if P.O. Box is Used)		City	State	ZIP	Country
Home Phone # [†]		Business Phone #		Date of Birth	
Social Security #		Annual Income From All Sources*			

THE PERSONAL GUARANTOR MAY BE LIABLE FOR ANY UNPAID AMOUNTS AND MUST BE ONE OF THE FOLLOWING (✓ One):

- President/Chairman
 VP
 Owner/Sole Proprietor
 General Partner
 Email Address (Optional)[†] _____

*Alimony, child support or separate maintenance income need not be disclosed unless relied upon for credit.

[†]You authorize Synchrony Bank to contact you at each phone number you have provided. By providing a cell phone number and/or email address, you agree to receive account updates and information, including text messages, from Sam's Club and Synchrony Bank. Standard text messaging rates may apply.

Personal Guaranty: In consideration of Synchrony Bank ("SYNCB") financing purchases by buyer, the undersigned guarantor ("Guarantor") hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts now or hereafter due under, and the performance under the terms of the credit agreement, as amended, restated or replaced from time to time ("Agreement") for the Sam's Club® Business Mastercard® or Sam's Club® Business Credit card credit agreement, depending on which type of account the buyer is approved for, and further agrees to pay the total balance now or hereafter due on the account opened pursuant to the Agreement upon demand, without requiring SYNCB to proceed first to enforce payment against the buyer or any other person also liable on this account, in the event of any default under the Agreement that governs the account. The Guarantor hereby waives any notices regarding the Agreement or this guaranty, and agrees that this guaranty shall remain in effect until the Agreement has terminated and all amounts due thereunder shall have been paid in full. The Guarantor agrees that the guaranty shall remain in effect even if SYNCB changes the terms of the Agreement in any way and the obligations guaranteed hereunder will include such amendments, including increasing rates, fees and/or credit limits, adding locations where the account may be used or issuing a replacement credit card for the account. The Guarantor agrees that SYNCB may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. The Guarantor agrees that personal credit history of the undersigned Guarantor may be used in making credit decisions and consumer reports on the Guarantor may be obtained from time to time. Direct inquiries of employers and businesses where the Guarantor maintains accounts may also be made.

I consent to SYNCB, and any other owner or servicer of my account, contacting me about my account and I agree to update my information, as provided in the Sam's Club Business Mastercard or Sam's Club Business Credit Card agreement ("Agreement"), including specifically the Address/Phone Change and Consent To Communications provisions. I consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting me.

Personal Guarantor's Signature	Date
✓ _____	_____

4 Credit Authorized Buyers** (Must be add-on cardholders on the business membership)

Authorized Representative Name***	Membership #
Authorized Buyer #2 Name***	Membership #
Authorized Buyer #3 Name***	Membership #

For Other Than Personal, Family or Household Use. * (Should be person that signed above)

▶ PLEASE DETACH AT THE PERFORATION AND RETAIN THE REST OF THE BROCKET FOR YOUR RECORDS ▶

The information about the costs of the cards described below is accurate as of March 15, 2021. This information may have changed after that date. To find out what may have changed, write to us at P.O. Box 965004, Orlando, FL 32896-5004. This application and the credit card agreement will be governed by federal law, and to the extent state law applies, the laws of Utah. Subject to the requirements and limitations of applicable law, we may change, add to or delete any of the terms of the agreement, including the interest rates, fees and charges and we will send you notice as required.

THE KEY CREDIT TERMS

SAM'S CLUB® BUSINESS MASTERCARD®

Annual Percentage Rate (APR) for Purchases

Account Type 1:	Account Type 2:
15.65%	23.65%
APR assigned upon approval†	

Other APRs

Penalty APR:* **29.99%**

Cash Advance APR:

Account Type 1:	Account Type 2:
20.65%	26.65%

Variable Rate Information

The Annual Percentage Rate for Purchases will equal the prime rate plus (i) 12.40%, for Account Type 1; or (ii) 20.40%, for Account Type 2. The Annual Percentage Rate for Cash Advances will equal (i) the prime rate plus 17.40%, for Account Type 1; or (ii) the prime rate plus 23.40%, for Account Type 2. The Penalty APR is 29.99%.

The prime rate for a billing period is the highest bank prime loan rate as published in *The Wall Street Journal* in its Money Rates section on the last business day of the calendar month preceding the first day of the billing period ("Prime Rate").

Grace Period for the Repayment of the Balance for Purchases

At least 20 days if there is no previous balance or the balance is fully paid; otherwise, none.

Method of Computing the Balance for Purchases

Daily Balance

Minimum Finance Charge

\$2.00

Transaction Fee for Cash Advances

The greater of **\$5.00** or **3.0%** of the amount of the Cash Advance.

Late Payment Fee: The Late Payment Fee will be \$0.00 for a New Balance of less than \$25.00; \$15.99 for a New Balance of \$25.00 to \$99.99; \$29.99 for a New Balance of \$100.00 to \$249.99; and \$39.99 for a New Balance of \$250.00 or more.

Returned Check Fee: \$15.00 on balances under \$100.00 and \$38.00 on balances of \$100.00 and higher.

*The APR for all Account balances (including any promotional rates) may be increased if you fail to make a minimum payment to us when due or you make a payment to us that is not honored by your bank. If we increase your APR, the new APR will be equal to the Penalty Rate. The Penalty APR will apply until you make any required Total Minimum Payment by the Payment Due Date in twelve consecutive billing periods; and if you do so, the next Statement you receive will reflect a new APR equal to 23.65% for Purchases and 26.65% for Cash Advances or the Purchase and Cash Advance APR applicable to your account at that time. We may also change rates or other terms as provided in the credit card agreement.

†See also Important Notices below.

THE KEY CREDIT TERMS

SAM'S CLUB® BUSINESS CREDIT CARD

Annual Percentage Rate (APR) for Purchases

23.65%

Other APRs

Penalty APR:* **29.99%**

Variable Rate Information

The Annual Percentage Rate for Purchases will equal the prime rate plus 20.40%. The Penalty APR is 29.99%.

The prime rate for a billing period is the highest bank prime loan rate as published in *The Wall Street Journal* in its Money Rates section on the last business day of the calendar month preceding the first day of the billing period ("Prime Rate").

Grace Period for the Repayment of the Balance for Purchases

At least 20 days if there is no previous balance or the balance is fully paid; otherwise, none.

Method of Computing the Balance for Purchases

Daily Balance

Minimum Finance Charge

\$2.00

Late Payment Fee: The Late Payment Fee will be \$0.00 for a New Balance of less than \$25.00; \$15.99 for a New Balance of \$25.00 to \$99.99; \$29.99 for a New Balance of \$100.00 to \$249.99; and \$39.99 for a New Balance of \$250.00 or more.

Returned Check Fee: \$15.00 on balances under \$100.00 and \$38.00 on balances of \$100.00 and higher.

*The APR for all Account balances (including any promotional rates) may be increased if you fail to make a minimum payment to us when due or you make a payment to us that is not honored by your bank. If we increase your APR, the new APR will be equal to the Penalty Rate. Once the Penalty Rate applies, if you make any required Minimum Payment by the Payment Due Date in twelve consecutive billing periods, the next statement you receive will reflect the Regular Rate (rather than the Penalty Rate) that will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that statement. We may also change rates or other terms as provided in the credit card agreement.

IMPORTANT NOTICES:

- We may, at any time and for any reason, change, add or delete provisions of the credit card agreement, including increasing rates or fees. These changes may affect existing balances as well as future transactions. We will send you notice of any terms change as required by applicable law. The information about the costs of the cards described above is accurate as of March 15, 2021. This information may have changed after that date. To find out what may have changed on the Sam's Club Business Mastercard or on the Sam's Club Business Credit Card, write to us at P.O. Box 965004, Orlando, FL 32896-5004. All accounts are owned, and credit is extended, by Synchrony Bank.
- Sam's Club Business Mastercard rates will be determined after application review and disclosed to you before purchases or charges on the account are permitted. A limited number of applicants are expected to receive Account Type 1.

STATE NOTICES

CALIFORNIA RESIDENTS: If you are married, you may apply for a separate account.

NEW JERSEY RESIDENTS: Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NEW YORK RESIDENTS: A consumer credit report may be obtained in connection with evaluating your application and subsequently in connection with updates, renewals, or extensions of credit for which this application is made. Upon your request, you will be informed whether a report was obtained, and if so, of the name and address of the consumer reporting agency.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 965004, Orlando, FL 32896-5004.**

INITIAL DISCLOSURE STATEMENT FOR THE SAM'S CLUB® BUSINESS MASTERCARD® AND THE SAM'S CLUB® BUSINESS CREDIT CARD

The following are initial disclosure statements. If you are approved for a Sam's Club Business Mastercard or a Sam's Club Business Credit Card, a complete credit card agreement ("Agreement") governing your Sam's Club Business Mastercard or Sam's Club Business Credit Card ("Account") will be sent to you. The Sam's Club Business Mastercard and Sam's Club Business Credit Card are issued by Synchrony Bank ("Bank"). In these disclosure statements, "we," "us," and "our" refer to the Bank; "you" and "your" refers to all persons who we approve to use the Account; and "Card" refers to your Sam's Club Business Mastercard or Sam's Club Business Credit Card.

If you are approved for a Sam's Club Business Mastercard, you may use your Account to purchase goods or services ("Purchases"). You may also use your Sam's Club Business Mastercard to obtain cash loans ("Cash Advances") at any institution that accepts the Sam's Club Mastercard including any Automated Teller Machines ("ATM"). We may, from time to time, allow you to access credit on the Account by writing a convenience check ("Convenience Checks"). The following transactions are treated as Cash Advances for the Sam's Club Business Mastercard: Convenience Checks, drafts, money orders, cashier's checks, traveler's checks, electronic wire or transfers, foreign currency or other in-bank transactions, tax

payments, lottery tickets or other legalized gambling transactions, court costs, bail bonds, person-to-person payments, fines, and other cash-like transactions.

If you are approved for a Sam's Club Business Credit Card, you may use your Account to purchase goods or services ("Purchases").

INITIAL DISCLOSURES FOR SAM'S CLUB® BUSINESS MASTERCARD®

PERIODIC FINANCE CHARGES. We calculate the periodic Finance Charge separately for Purchases, Cash Advances and Special Promotions. The Annual Percentage Rate may sometimes be referred to as "APR."

A. The periodic Finance Charge for a billing period is calculated by applying the applicable daily periodic rate ("Periodic Rate") to the Account balance subject to periodic Finance Charges for each day in the billing period, and adding together all of those daily Finance Charge amounts. A minimum **FINANCE CHARGE** of **\$2.00** will be imposed for each billing period in which your Account is subject to a periodic Finance Charge.

B. The Periodic Rate for your Purchase balance is the purchase standard rate ("Purchase Standard Rate"), unless the Penalty Rate applies as described below. Except as provided below, the Purchase Standard Rate for a billing period is the Prime Rate plus 12.40%, times 1/365 for Account Type 1; or the Prime Rate plus 20.40%, times 1/365 for Account Type 2. The prime rate for a billing period is the highest bank prime loan rate as published in *The Wall Street Journal* in its Money Rates section on the last business day of the calendar month preceding the first day of the billing period ("Prime Rate"). As of March 15, 2021, the Purchase Standard Rate for Account Type 1 was **.04288% (APR 15.65%)**; and the Purchase Standard Rate for Account Type 2 was **.06480% (APR 23.65%)**.

C. The Periodic Rate for your Cash Advance balance is the cash standard rate ("Cash Standard Rate"), unless the Penalty Rate applies as described below. Except as provided below, the Cash Standard Rate for a billing period is the Prime Rate plus 17.40%, times 1/365 for Account Type 1; the Prime Rate plus 23.40%, times 1/365 for Account Type 2. As of March 15, 2021, the Cash Standard Rate under this formula was **.05658% (APR 20.65%)** for Account Type 1; and the Cash Standard Rate was **.07302% (APR 26.65%)** for Account Type 2.

D. The Penalty Rate will apply to your existing balances and future transactions and will take effect as of the first day of the billing period in which your missed payment or dishonored payment was due. The daily Penalty Rate is **.08217% (APR 29.99%)**. If your APRs are increased for any of these reasons, the Penalty APR will apply until you make any required Total Minimum Payment by the Payment Due Date in twelve consecutive billing periods; and if you do so, the next Statement you receive will reflect a new APR equal to **23.65%** for Purchases and **26.65%** for Cash Advances. These APRs will vary with the market based on the Prime Rate. The daily Periodic Rate for the new Purchase APR is calculated as follows: the Prime Rate plus 20.40%, times 1/365. The daily Periodic Rate for the new Cash Advance APR is calculated as follows: the Prime Rate plus 23.40%, times 1/365. As of March 15, 2021, the daily Periodic Rate for the new Purchase APR under this formula

was **.06480% (APR 23.65%)** and the daily Periodic Rate for the new Cash Advance APR under this formula was **.07302% (APR 26.65%)**. We may also change rates or other terms as provided in the Termination/Change in Terms section of this Agreement.

E. The Periodic Rates and corresponding APRs may vary. If the Prime Rate increases, the Periodic Rates and corresponding APRs may increase, and as a result the periodic Finance Charge, Total Minimum Payment, and number of payments also may increase. Any change in the Periodic Rates will apply to your entire Account balance (unless otherwise specified in any applicable promotional offer that provides for different terms for that promotion). A change in the prime rate will take effect on the first day of the billing period after the change. We may select a new interest rate index if the prime rate is not available.

BALANCE SUBJECT TO PERIODIC FINANCE CHARGE.

The balance subject to a periodic Finance Charge is calculated separately for Purchases, Cash Advances and Special Promotions.

A. The Purchase balance subject to a periodic Finance Charge is the Purchase Daily Balance of the Account. However, Purchases are not included in the Purchase balance subject to a periodic Finance Charge for a billing period if there is no previous balance on your Account at the beginning of the billing period ("Previous Balance"), or the sum of your payments and credits posted to your Account by the Payment Due Date is at least equal to the Previous Balance. To determine the Purchase balance subject to a periodic Finance Charge, we take the prior day's Purchase balance of your Account, which includes any unpaid periodic Finance Charge on your Purchase balance and add any new Purchases and other debits charged to your Account that day, and subtract any payments and other credits applied to your Purchase balance that day. Each day we also add any periodic Finance Charges on your Purchase balance and other Finance Charges and fees (other than Transaction Fees for Cash Advances), including any debt cancellation fees, assessed that day on your Account. This gives us the "Purchase Daily Balance" of the Account. Any Purchase Daily Balance of less than zero will be treated as zero.

B. The Cash Advance balance subject to a periodic Finance Charge is the Cash Advance Daily Balance of the Account. To determine the Cash Advance balance subject to a periodic Finance Charge, we take the prior day's Cash Advance Balance of your Account, which includes any unpaid periodic Finance Charges on your Cash Advance Balance, and add any new Cash Advances, Transaction Fees for Cash Advances and periodic Finance Charges on your Cash Advance Balance for that day and subtract any payments and other credits applied to your Cash Advance Balance that day. This gives us the "Cash Advance Daily Balance" of the Account. Any Cash Advance Daily Balance of less than zero will be treated as zero.

WHEN PERIODIC FINANCE CHARGES BEGIN TO ACCRUE.

A. **Purchases.** If there is no Previous Balance for the billing period or the sum of your payments and credits posted to your Account by the Payment Due Date at least equal to the Previous Balance, new Purchases and other related charges in that billing period will begin to accrue a periodic Finance Charge of the first day of the next billing period if a periodic Finance Charge is imposed in the next billing

period. If there is a Previous Balance for the billing period, including any balance of Purchases made under any Special Promotion, and the sum of your payments and credits posted to your Account by the Payment Due Date is not at least equal to that Previous Balance, new Purchases and other related charges will begin to accrue a Finance Charge from the later of the date of the transaction or the first day of the billing period which the transaction is posted to your Account.

B. Cash Advances. Cash Advances, Transaction Fees for Cash Advances and other related charges will accrue a periodic Finance Charge from the later of the transaction date or the first day of the billing period in which the Cash Advance is posted to your Account. There is no period within which you can avoid Finance Charges on Cash Advances.

PAYMENTS.

A. You must pay at least the Total Minimum Payment by 5:00 p.m. (ET) on the Payment Due Date shown on the Statement. You may pay more than the Total Minimum Payment at any time. Your Total Minimum Payment will be the sum of: (a) the greater of (i) \$15.00, or (ii) 1/24 of the new balance ("New Balance") shown on your statement, or (iii) the sum of the Finance Charges, the late fee, and 1.0% of your New Balance; plus (b) any past due amounts. The Total Minimum Payment will be rounded up to the next whole dollar. However, the Total Minimum Payment is the New Balance if the New Balance is less than \$15.00.

B. We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account or reduced savings attributable to any reduced APR promotion, depending on the types of transactions and promotions on your Account, and the timing and amount of your payments. If you have any questions about the allocation of your payment, please call the customer service phone number located on your billing statement.

ADDITIONAL FEES. You agree to pay the following fees:

A. A Late Payment Fee, if we have not received your Total Minimum Payment by 5:00 p.m. (ET) on the Payment Due Date shown on your Statement. The amount of the Late Payment Fee will be based on your New Balance at the time your delinquent Total Minimum Payment was calculated. The Late Payment Fee will be:

<u>New Balance</u>	<u>Late Fee</u>
Less than \$25.00	\$0.00
\$25.00 – \$99.99	\$15.99
\$100.00 – \$249.99	\$29.99
\$250.00 or more	\$39.99

B. A Returned Check Fee of \$15.00 on balances under \$100.00 and \$38.00 on balances of \$100.00 and higher if any check or other instrument sent to us, or any electronic payment authorization you provide us for payment on your Account, is not honored upon first presentment even if the check, instrument, or electronic payment authorization is later honored. Your Returned Check Fee will be based on the ending balance of your Account for the billing period immediately preceding the billing period in which your Returned Check Fee is applied to your account.

C. A Transaction Fee for each Cash Advance that posts to your Account will be charged. This fee will be a **FINANCE CHARGE** equal to the greater of **\$5.00** or **3%** of the amount of the Cash Advance. For ATM Cash Advances, the amount of the Cash Advance may include a surcharge that the ATM owner imposes.

D. We will not charge a foreign transaction fee. If you make a transaction with your account in a currency other than U.S. dollars, Mastercard will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that Mastercard currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. Mastercard's currency conversion procedure is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate that Mastercard uses for a particular transaction is the rate for the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate that Mastercard uses may be the rate for the applicable currency on the date that the transaction is processed.

INITIAL DISCLOSURES FOR THE SAM'S CLUB® BUSINESS CREDIT CARD

FINANCE CHARGES.

A. When your Account has a balance subject to finance charge (as described below), we will assess a Finance Charge calculated by applying a daily periodic rate ("periodic rate") to that balance. The periodic rate for your Account is the Regular Rate unless the Penalty Rate applies as described below. The Regular Rate applied in any billing period will be equal to the Prime Rate plus 20.40%, times 1/365. The prime rate for a billing period is the highest bank prime loan rate as published in *The Wall Street Journal* in its Money Rates section on the last business day of the calendar month preceding the first day of the billing period ("Prime Rate"). The Regular Rate under the above formula as of March 15, 2021, was **.06480%** and the corresponding **APR** was **23.65%**.

B. The periodic rate for all Account balances (including any promotional rates) may be increased if you fail to make a Minimum Payment to us when due or you make a payment to us that is not honored by your bank. The Penalty Rate will apply to your existing balances and future transactions and will take effect as of the first day of the billing period in which your missed payment or dishonored payment was due. The daily Penalty Rate is **.08217% (APR 29.99%)**. Once the Penalty Rate applies, if you make any required Minimum Payment by the Payment Due Date in twelve consecutive billing periods, the next statement you receive will reflect the Regular Rate (rather than the Penalty Rate) that will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that statement.

C. A minimum **FINANCE CHARGE** of **\$2.00** will be assessed for any billing period in which a Finance Charge is due.

D. If the prime rate increases, the periodic rates and corresponding Annual Percentage Rates may increase, and as a result the Finance Charge, the Minimum Payment and the number of payments may also increase. Any new periodic rate will apply to your entire Account balance. We may select a new interest rate index if the Prime Rate is not available.

BALANCE SUBJECT TO FINANCE CHARGE. There will be no balance subject to Finance Charge for a billing period if there is no Previous Balance on your Account for the billing period or the sum of your payments and credits posted to your Account by the Payment Due Date is at least equal to the Previous Balance. Each day during the billing period, we will figure a "Daily Balance" on your Account. The Daily Balance is determined by taking the beginning balance for that day, which includes any unpaid Finance Charges, adding any new Purchases and other debits assessed that day, and subtracting any payments made and credits issued on that day. Each day we also add any Finance Charges, Late Payment Fees and Returned Check Fees assessed that day. This gives us the Daily Balance. Any Daily Balance less than zero will be treated as zero. We then multiply the Daily Balance by the applicable periodic rate and add that daily Finance Charge to the balance to determine that day's closing balance, which will be the beginning balance for the following day. At the end of the billing period, we add up the results of the daily Finance Charge calculations to get the total Finance Charge for the billing period.

WHEN FINANCE CHARGES BEGIN TO ACCRUE. If there is no Previous Balance for the billing period or the sum of your payments and credits posted to your Account by the Payment Due Date is at least equal to the Previous Balance, new Purchases and other charges in that billing period will begin to accrue a Finance Charge as of the first day of the next billing period if a Finance Charge is imposed in the next billing period. If there is a Previous Balance for the billing period and the sum of your payments and credits posted to your Account by the Payment Due Date is not at least equal to that Previous Balance, new Purchases and other charges will begin to accrue a Finance Charge from the later of the date of the transaction or the first day of the billing period in which the transaction is posted to your Account.

MINIMUM MONTHLY PAYMENT. You must pay at least the Total Minimum Payment by 5:00 p.m. (ET) on the Payment Due Date shown on the Statement. **You may at any time pay your entire balance in full or more than the Minimum Monthly Payment.** Your Total Minimum Payment will be the sum of: (a) the greater of (i) \$50.00, or (ii) 1/24 of the new balance ("New Balance") shown on your statement, or (iii) the sum of the Finance Charges, the late fee and 1.0% of your New Balance; plus (b) any past due amounts. The Total Minimum Payment will be rounded up to the next whole dollar. However, the Total Minimum Payment is the New Balance if the New Balance is less than \$50.00.

We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher amounts of Finance Charges on your Account, depending on the types of transactions you make (such as promotional or nonpromotional purchases), and the timing and amount of your payments. If you have any questions about our allocation of your payments, or if your payments are not allocated to your promotional purchase in a

manner you desire, please call customer service to see whether we can reallocate your payments based on another payment allocation option we offer.

FEES. You agree to pay the following fees.

A. A Late Payment Fee, if we have not received your Minimum Payment by 5:00 p.m. (ET) on the Payment Due Date shown on your Statement. The amount of the Late Payment Fee will be based on your New Balance at the time your delinquent Minimum Payment was calculated. The Late Payment Fee will be:

<u>New Balance</u>	<u>Late Fee</u>
Less than \$25.00	\$0.00
\$25.00 – \$99.99	\$15.99
\$100.00 – \$249.99	\$29.99
\$250.00 or more	\$39.99

B. A Returned Check Fee of \$15.00 on balances under \$100.00 and \$38.00 on balances of \$100.00 and higher if any check or other instrument sent to us, or any electronic payment authorization you provide us, in payment on your Account is not honored upon first presentment even if the check, instrument or electronic authorization is later honored. Your Returned Check Fee will be based on the ending balance of your Account for the billing period immediately preceding the billing period in which your Returned Check Fee is applied to your account.

SECURITY INTEREST. To secure your obligation to us, we retain a security interest under the Uniform Commercial Code in each item of merchandise you purchase (except in NY on any purchase under \$200) until that item is paid in full (in NY, not to exceed five years from the date the purchase is posted to your Account). This security interest permits us, under certain circumstances provided for by law, to take back, or repossess, the merchandise if you do not pay for it under the terms of this Agreement. In NY, no security interest will be retained or acquired under this Agreement in any motor vehicle or in any goods likely to be affixed to a motor vehicle or real property so as to become party thereof.

DISCLOSURES FOR THE SAM'S CLUB® BUSINESS MASTERCARD AND THE SAM'S CLUB® BUSINESS CREDIT CARD

BUSINESS PURPOSES. You agree not to use this Account to purchase goods and/or services for personal, family, or household purposes. In this connection, you understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given purchase conforms to this Business Purposes section of this Agreement. You agree that a breach by you of this Business Purposes section will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit Account.

ADDRESS/PHONE CHANGE. You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address or any phone number.

CONSENT TO COMMUNICATIONS. You consent to us, as well as any other owner or servicer of your account, contacting you through any channel of communication and for any purpose, as permitted by applicable law. For informational, servicing, fraud, or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. Text frequency may vary and may be recurring. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you. Message and data rates may vary. We and any carrier are not liable for delayed or undelivered messages. If you have questions, please call the number on the back of your card.

CHANGE IN TERMS. We may, at any time and for any reason, change, add or delete provisions of the credit card agreement, including increasing rates or fees. These changes may affect existing balances as well as future transactions. We will send you of any terms change as required by applicable law.

How to Earn Cash Back with Your Sam's Club® Business Mastercard® ("Program")

As a Sam's Club member, you will earn cash back ("**Cash Back**") on Eligible Purchases made using your Sam's Club® Business Mastercard® account ("**Card Account**") during each calendar year (January 1 – December 31) reward period ("**Reward Period**"). The amount of Cash Back earned as a reward is determined according to the Category Percentages (see below) for your Eligible Purchases.

The Program and the ability to receive and redeem Cash Back (as described below) are only available to Sam's Club members with a current membership.

The purpose of the Sam's Club Business Mastercard Program is to build customer loyalty to Sam's Club and encourage cardholders to (i) maintain their Sam's Club memberships; (ii) shop regularly at Sam's Club retail locations or **www.samsclub.com**; (iii) come to a Sam's Club location on a relatively prompt basis after issuance of the Cash Back reward in order for Sam's Club to enhance its relationship with its members and encourage them to make purchases at the Sam's Club location; and (iv) be regular and continuing users of the Sam's Club Business Mastercard.

Category Percentages for Eligible Purchases

5% CASH BACK ON FUEL AT GAS STATIONS

For each Reward Period, you will earn 5% Cash Back on your first \$6,000 spent on Eligible Purchases at Gas Stations. Thereafter you'll earn 1% Cash Back on Eligible Purchases for the remainder of that Reward Period.

"Gas Stations" (or fuel stations) are generally merchants identified by their MCC as "Service Stations" or "Automated Fuel Dispensers." Gas Stations do not include merchants of aviation or other non-automotive fuels.

For a list of exclusions, please log into your account at www.samsclubcredit.com/login or call the phone number on the back of your Card.

3% CASH BACK AT RESTAURANTS

You will earn 3% Cash Back on Eligible Purchases made at Restaurants located worldwide (excluding warehouse clubs other than Sam's Club).

Restaurants are generally identified by their MCC as restaurants, drinking places, fast food places, and caterers.

For a list of exclusions, please log into your account at www.samsclubcredit.com/login or call the phone number on the back of your Card.

3% CASH BACK FOR SAM'S CLUB PLUS MEMBER PURCHASES

Sam's Club Plus Members, will earn 3% Cash Back on all other Eligible Purchases made at any Sam's Club Location, including Scan & Go or at samsclub.com with your Sam's Club Business Mastercard.

Rewards are issued based on your membership status as of the end of the day on the date of purchase. If you change your status, please allow some time for the correct % to be rewarded while your membership status is updated.

1% CASH BACK ON OTHER ELIGIBLE PURCHASES

You will earn 1% Cash Back on all other Eligible Purchases, including Eligible Purchases at Sam's Club if you are not a Plus Member.

The percentage rate of Cash Back rewards earned on an Eligible Purchase (the "**Category Percentage**") is determined by the merchant category code ("**MCC**") associated with the Eligible Purchase. An MCC is a four-digit classification code that is assigned to a merchant by the merchant's payment card network or merchant processor based on the predominant business activity of the merchant. The merchant's MCC will determine whether a particular Eligible Purchase qualifies for the higher Category Percentages earned for "**Gas Stations**" or "**Restaurants**" as described above. For example, a purchase of fuel made at the fuel station area of a grocery store may have an MCC identification as a type of Merchant other than a gas station, and would therefore not qualify for the Gas Station Category Percentage. Neither Sam's Club nor Synchrony Bank ("**Bank**") assigns or has responsibility for the assignment of MCCs, or evaluates what MCC should be assigned to a particular merchant. Bank reserves the right to determine from time to time which MCCs qualify for particular Category Percentages.

For questions about the Category Percentage applicable to a particular purchase or merchant, please call the phone number on the back of your Card.

Eligible Purchases

"**Eligible Purchase**" means net purchases (less credits, returns, taxes and adjustments) of goods and services made using the Card Account, excluding the purchases and transactions identified below:

Eligible Purchases **DO NOT include any of the following purchases at Sam's Club locations, samsclub.com or any of the following other transactions:**

- Purchases of tobacco and smoking related products (including electronic cigarettes);
- Prescription purchases;
- Fees or interest charges;
- Cash advances;
- Balance transfers;
- Traveler's checks;
- Reloading or purchase of prepaid cards, gift cards (including third party gift cards), or any cash equivalents; and
- Other transactions or charges that are not for the purchase of goods or services.

Other Conditions

After each Eligible Purchase, you will accrue a potential Cash Back reward based on the applicable Category Percentages up to **a maximum of \$5,000 in Cash Back rewards per any Reward Period**. Once you earn \$5,000 in Cash Back rewards in a Reward Period, Eligible Purchases will not earn any more Cash Back rewards in such Reward Period.

Eligible Purchases on multiple Card Accounts for the same Sam's Club member, including business and personal accounts, will be aggregated in determining the \$5,000 maximum Cash Back per a Reward Period if such Card Accounts are owned by the same member or entity (as indicated by the same name or tax payer identification number), the Card Accounts have the same guarantor and/or have an owner or guarantor in common.

Issuance of Cash Back Rewards

Cash Back earned during a Reward Period will be issued starting in February of the following year ("**Cash Back Rewards**") and will be associated with and automatically loaded onto your Sam's Club membership. Rewards will not expire so long as you remain a Sam's Club member, with an active membership. If a Sam's Club membership ceases, the rewards may not be redeemed until such membership is reactivated.

Exclusions to Earning and Issuance of Cash Back Rewards

No Cash Back Rewards will be earned or issued for a Reward Period if any of the following occurs:

- Your Card Account is not in good standing (i.e., is delinquent), and any Cash Back Rewards earned but not issued will be forfeited until your Card Account is back in good standing whereby you can start earning new Cash Back rewards at such time;
- You are no longer a Sam's Club member (either by you or by Sam's Club) as of the applicable issuance date for the Cash Back Rewards; or
- Your Card Account is cancelled or closed (either by you or by Bank) on or before the issuance of the Cash Back Rewards.

Redeeming Cash Back Rewards

You may redeem your Cash Back Rewards at a Sam's Club location, including transactions with Scan & Go (some restrictions may apply, please see screen when redeeming your rewards) and samsclub.com. You must be a current Sam's Club member in order to redeem your Cash Back Rewards and your Card Account must be open, not delinquent and verified at the time of redemption. If you are no longer a member of Sam's Club after you receive

your Cash Back Rewards, you must renew your Sam's Club membership prior to redeeming them. You may not transfer the Cash Back Rewards to anyone else (including through such events as inheritance, bankruptcy or divorce) or deposit the Cash Back Rewards in your own (or another person's) bank account and only the primary cardholder on the Card Account may redeem the Cash Back Rewards. You acknowledge that the Program is a promotional program as to which no consideration has been paid by you and that the Cash Back Rewards have no cash value until such time as you redeem them at a Sam's Club location or at SamsClub.com. You further acknowledge that no Cash Back Reward is earned and you have no right, title or interest in the Cash Back Reward until all conditions precedent are met, including redemption of the Cash Back Rewards at a Sam's Club location or at SamsClub.com and renewing your Sam's Club membership if it has expired prior to such presentment of the Cash Back Rewards for redemption. Nothing herein requires Sam's Club to accept the Cash Back Rewards if the entire Rewards Program has been cancelled, terminated or suspended.

Changing Benefits

We, Sam's Club and Bank, have the right to add, modify or delete any benefit, service or feature of the Program at our sole discretion. Changes to the Program may include, among other things, modifying Eligible Purchases, Excluded Transactions, the Category Percentages and purchase categories; maximum Cash Back amounts, imposing additional restrictions or terminating the Program in its entirety. We reserve the right to remove any participant from the Program in the event of any fraud or abuse in connection with the Program.