

Texas Capital Commercial Card Cardholder Agreement

IMPORTANT: The Commercial Card was issued to you at the request of your Employer. Before you sign or use the Commercial Card, you must read this Agreement, as it governs use of the Commercial Card. All extensions of credit in connection with your Account are being made by Texas Capital (“Bank”).

1. **Definitions.** In this Commercial Cardholder Agreement (“Agreement”) the following definitions shall apply: “Commercial Card” means the enclosed Visa or Mastercard Commercial Card (and all replacements) issued to you by the Bank. “Account” means the credit card account established in connection with the Commercial Card. “Transaction” means any account activity that has a debit value. “Purchase” means a Transaction made to purchase or lease goods or services, or pay amounts you or your Employer owe (excluding Cash Advances). “Cash Advance” means a Transaction to obtain a cash loan from a bank or other financial institution that accepts the Commercial Card (whether through an ATM, a teller at a branch, or otherwise) and/or a loan from the Bank through your use of any checks or drafts the Bank may provide for drawing funds from the Bank to be posted as Cash Advances on your Account (any surcharges charged by any owner or operator of any ATM, or by the Bank, or by any other bank with respect to the Cash Advance will be deemed a part of the Cash Advance). “Legitimate Business Charge” means any Transaction which benefits your Employer, either directly or indirectly. “Employer” means the organization that authorized Bank to issue the Commercial Card to you as an employee of the organization. “Payment Due Date” means the date on which payment on the Account is due to Bank. “Late Fee” or “Delinquency Fee” means any late payment charge to your Account by Bank that is assessed in accordance with this Agreement. The words “Cardholder”, “you” and “your” refer to the employee named on the Commercial Card. The words “we”, “us”, and “our” refer to Bank.
2. **Acceptance of the Agreement.** By accepting, signing, or using the Commercial Card or the Account, you are agreeing to be bound by this Agreement and any disclosures, rules, or notices relating to the Commercial Card as may be posted on Bank’s website or otherwise made available to you and as amended from time to time. If you do not agree to be bound by this Agreement and such related disclosures, rules, and notices, you must not use the Commercial Card or Account, and you must cut the Commercial Card in half and return the pieces to your Employer or to Bank.
3. **Ownership of the Commercial Card.** The Commercial Card remains the property of Bank. Bank can revoke your right to use the Commercial Card at any time. Bank can do this with or without cause and without giving you or your Employer notice. You must surrender the Commercial Card to your Employer or to Bank upon request.
4. **Use of Commercial Card.** Charging privileges on the Commercial Card are provided by Bank pursuant to a contract with your Employer and this Agreement. Your Employer has authorized issuance of the Commercial Card, which is to be used only by you and only for Legitimate Business Charges. Charging privileges will be withdrawn upon termination of your employment or affiliation with your Employer or upon termination of the contract between Bank and your Employer governing this Commercial Card. Charging privileges may also be withdrawn by Bank with or without cause at any time with or without notice. You agree not to use the Account for any illegal transactions or for any transactions not authorized by your Employer. You acknowledge that Bank provides the Commercial Cards as an accommodation to your Employer, and, except as otherwise expressly provided by law or herein, Bank is not responsible for the manner in which the Commercial Cards are used.
5. **Payments. Individual Billing.** If your Employer selected individual billing, we will bill you for the total amount of Transaction and other charges (i.e., the total amount of Transactions and other charges (including, without limitation, any fees) and amounts due under this Agreement, net of any payments and credits, as shown on your monthly “Billing Statement” (such amount, the “New Balance”), which will be due in full, on or before the Payment Due Date. Notwithstanding any payment made by you, your Employer is responsible to us for full payment of the New Balance, independent of any agreement or program for reimbursement that may exist between you and your Employer. If you make any payments to us regarding your Commercial Card, such payments will be deemed made on behalf of your Employer. All payments must be made in U.S. dollars. Any payment made by check or other item must be drawn on a financial institution located in the United States. The monthly payment must be sent to Bank at the address shown on your monthly Billing Statement. **Central Billing.** In certain circumstances, your Employer may decide to pay Bank directly for certain of your Transactions made to your Commercial Card, in which case certain Transactions may be billed directly to your Employer and will appear on your statement as a memorandum item only (“Memo Statement”).
6. **Cash Advances/Convenience Checks.** If your Employer consents, you may be able to use your Commercial Card to obtain Cash Advances or write Convenience Checks. If a personal identification number or code (“PIN”) is provided for your ATM use, you agree to retain it in secrecy, to not permit other persons to learn your PIN, and to follow your Employer’s and Bank’s security procedures regarding your PIN and your Commercial Card. Cash Advances and Convenience Checks are assessed a fee of 2.5% of the amount with a \$5.00 minimum.
7. **Foreign Currency Transactions.** Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Visa USA, Inc. or its affiliates (“Visa”), using Visa’s then applicable currency conversion procedures. Currently, the currency conversion rate is generally either wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by Visa in its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card. A currency conversion fee will be charged to the Card. In addition, a Foreign Transaction Fee will be charged if such transaction was in U.S. A currency conversion fee will be charged to the Card in the amount of 2%. In addition, a Foreign Transaction Fee will be charged if such transaction was in U.S. Dollars but charged by a merchant who is outside of the U.S.
8. **Other Charges.** In addition to any Foreign Transaction Fee, the following other charges will be applicable to each Account:
 - a. **Late Fee.** If we do not receive payment by the Payment Due Date shown on the Billing Statement, we may charge a late payment fee in the amount of 2.5%. For the avoidance of doubt, this late payment fee applies each time a Cardholder’s New Balance is not paid by the Payment Due Date.
 - b. **Return Check Fee.** If a bank does not honor the check or ACH withdrawal used to pay amounts owing under a Commercial Cardholder Agreement, we may charge a return check fee in the amount of \$35.
 - c. **Expedited Card Fee.** We may charge a fee if the card is delivered via an expedited shipping method in the amount of \$35.

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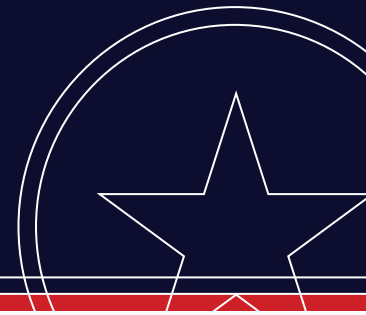
9. **Default.** You will be in default if: (1) you fail to comply with this Agreement, (2) you fail to meet any of your other obligations, howsoever arising (i.e., whether related or unrelated to this Agreement or your Commercial Card) to us when due, or upon your death or bankruptcy or insolvency, or (3) we believe in good faith that the performance of your obligations to us is impaired for any reason. If you or your Employer is in default of any obligations owed to us or agreements with us, Bank may, at its option, restrict further Account activity. Bank may also, at its option, demand immediate payment of the full balance and take any available legal action. Nothing herein shall limit our right to terminate any or all of your Account privileges as otherwise provided in this Agreement. We will not be obligated to honor any attempted use of the Commercial Card if a default has occurred regarding your Commercial Card or regarding your Employer's obligations to us, or if we have decided to suspend or terminate the Commercial Card.
10. **Cancellation of Commercial Card.** You may cancel your Commercial Card at any time by notifying Bank in writing at the address on your Billing Statement and by returning the Commercial Card to your Employer or Bank cut in half. Your Employer or Bank may suspend or cancel your Commercial Card at any time for any reason or no reason without notice. You agree to surrender the Commercial Card upon request to your Employer or to any authorized representative of Bank.
11. **Renewal and Replacement Cards.** Unless canceled, the Commercial Card will be valid until the expiration date which is printed on the commercial Card. Bank may continue to issue renewal or replacement Commercial Cards until you or your Employer notifies Bank to cancel the Account.
12. **Exchange of Information between Bank and your Employer.** You hereby authorize Bank to furnish information concerning your use of the Commercial Card to your Employer. In addition, you hereby authorize your Employer to furnish to Bank information concerning reimbursement received, employment status, and employee location.
13. **Loss, Theft or Unauthorized Use of Commercial Cards.** You will take reasonable steps to prevent the unauthorized use of the Commercial Card and Account. You agree to notify Bank immediately of any loss, theft or unauthorized use of the Commercial Card or Account. Such notice shall be by calling us at the phone number provided on your card. You further agree to notify your Employer in accordance with your Employer's instructions. We may terminate or limit access to your Commercial Card if you have notified us or we have determined that your Commercial Card may have been lost or stolen, or that there may be unauthorized access to your Commercial Card. You may be liable for the unauthorized use of your Commercial Card.
14. **Refusal to Honor Commercial Card.** Bank will not be responsible for a merchant's or financial institution's refusal to honor the Commercial Card. Bank also reserves the right to deny authorization of any Transactions. Except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of any Commercial Card or the Commercial Card Account.
15. **Credit Line/Authorized Usage.** Your credit line is shown on the folder containing your Commercial Card. Since we may change your credit limit from time to time, your latest credit line will appear on the Account Statement. You agree not to make a Purchase or obtain a Cash Advance, or any other Transaction that would cause the unpaid balance of the Account to exceed your credit line. We may honor Purchases, Cash Advances, or any other Transactions in excess of your credit line, at our sole discretion. If we do, this Agreement also applies to that excess. You agree that we may change or cancel your credit line at any time without affecting your obligations under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances or other Transactions. If we do, and if you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Agreement. For security reasons, we may limit the number of or dollar amount of Purchases, Cash Advances or other Transactions that may be incurred with your Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances, or other Transactions if we consider it necessary to verify payments received on the Account or otherwise in our sole discretion at any time.
16. **Notice and Communication.** All notices, requests and other communication from you to Bank must be directed to: Texas Capital, Credit Card Department, PO Box 224318, Dallas, TX. 75222-9775. You agree to inform us promptly in writing of any change in address. Payments should be sent to the address indicated in the Account Statement. We may, in our discretion, accept address corrections from the United States Postal Service. You agree that Bank may from time to time make calls and/or send text messages to you at any telephone number associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or automatic telephone dialing system.
17. **Account Statements, Verification and Disputes.** Each cycle, you will be given access to or provided with either a Memo Statement or a Billing Statement (each, an "Account Statement"), depending on the billing type the Employer has selected. Bank will make the Account Statements available electronically, through Bank's online portal. The Account Statements will remain available to you in the portal for consultation and printing at no charge for twenty-four (24) months following the statement date. Bank will not provide the Account Statement if there has been no activity on the Account during an Account Statement period and no Debt is owing. If the date on which Bank would ordinarily prepare the Account Statement falls on a date for which Bank does not process statements (for example, weekends and certain holidays), Bank will prepare the Account Statement on the next statement processing day. The Payment Due Date will be adjusted accordingly. Each month, you will be responsible for ensuring that you have promptly examined the Account Statement and each transaction, charge and fee recorded on it.

Disputes regarding charges or billings hereunder shall be communicated in writing to the Bank at the address indicated in your statement, through the online portal or via the toll-free number on the back of your card. Be advised that oral communications with us regarding disputed charges or billings will not preserve your rights. Communications should include the Cardholder name and Account number, the dollar amount of any dispute or suspected error, the reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Bank within sixty (60) days of the date of your monthly statement on which the disputed or incorrect charge first appeared or you will be deemed to have accepted them. Disputed charges or billings are categorized by us as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges, unauthorized charges, disputes as to the quantity or quality of goods or services purchased with the Commercial Card, and billing errors on your monthly statement. Bank will investigate disputes and billing errors, and may, in its sole discretion, attempt to facilitate their resolution or correction, but it will not be responsible for resolving or correcting them.

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18. **Proprietary Information.** Bank considers the Commercial Card program to be a unique service involving Bank's proprietary information. You agree that you will not use or disclose Commercial Card program reports, manuals, documentation or related materials other than as necessary to participate in the Commercial Card program, and to take reasonable steps to safeguard the confidentiality of such proprietary information.
19. **Phone Calls.** In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we may record or monitor any phone conversation between you and our employees, whether initiated by you or any of our employees, without any further notice unless required by law.
20. **Internet Access and Account Information.** Bank may permit you to access certain information regarding the Account via the Internet and may provide certain advance reporting regarding the Account. Such Internet access and advance reporting may be subject to additional terms and conditions that will be displayed upon initial login, and you hereby agree to be bound thereby. Bank may, in its sole and absolute discretion, at any time and without prior notice, discontinue providing you with Internet access and/or such advance reporting or elect to assess certain fees (or increase such fees) in connection with providing such access or such advance reporting. BANK SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO ANY INTERNET ACCESS OR ADVANCE REPORTING PROVIDED TO YOU (REGARDLESS OF WHETHER ANY FEE IS ASSESSED), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ANY INTERNET ACCESS AND/OR ADVANCE REPORTING IS PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO BANK. If Bank elects to provide you with access to certain information regarding the Account via the Internet or provides any advance reporting regarding the Account, you will be responsible for any configuration, system programming, or other compatibility issues associated with obtaining such access or receiving or utilizing such reports, and you agree to accept full liability for any changes made to the Account by you using these internet services.
21. **Termination.** Notwithstanding any other provision in this Agreement, we may limit, suspend, or terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time without notice, or liability. If we ask, you must return your Commercial Cards to us. You agree that you will not try to make a Purchase or obtain a Cash Advance or otherwise cause a debit to Commercial Card after you have been notified that your privilege to use your Commercial Card has been terminated. Any termination of this Agreement will not affect your obligations under this Agreement or your liability for all charges and other amounts posted to your Account. The provisions of this Agreement shall survive termination of this Agreement as their context may naturally dictate.
22. **Amendment.** We can amend this Agreement at any time upon notice, which notice may be made in any manner permitted by applicable law. Subject to the requirements of applicable law, any amendments to this Agreement will become effective at the time stated in our notice, and unless we specify otherwise, the amended terms of this Agreement will apply to all outstanding unpaid indebtedness in the Account relating to your Commercial Card usage as well as new transactions. Use of the Commercial Card after the effective date of the change constitutes acceptance of the change. You shall have no right to amend this Agreement.
23. **Governing Law & Venue.** This Agreement and your Card will be controlled by and construed and enforced under the laws of the State of Texas without regard to Texas' conflict of laws principles (i.e., as applicable to agreements made and performed in Texas) and, as applicable, Federal law.
24. **Venue.** YOU AND WE AGREE THAT ANY LAWSUIT, ACTION, OR PROCEEDING THAT IS BROUGHT (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE ACTS, CONDUCT, OR OMISSIONS OF TEXAS CAPITAL OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF OR ANY ACCOUNT SHALL BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN DALLAS COUNTY, TEXAS. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, (B) WAIVE ANY OBJECTION YOU MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH LAWSUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (C) FURTHER WAIVE ANY CLAIM THAT YOU MAY NOW OR HEREAFTER HAVE THAT ANY SUCH COURT IS AN INCONVENIENT FORUM.
25. **DISCLAIMER.** BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL BANK SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO BANK.
26. **Assigns & Successors.** You may not assign, in whole or in part, your Commercial Card, the Account, or this Agreement to any other person or entity. We may at any time(s) assign, in whole or in part, your Commercial Card, the Account, any sums due on the Account, this Agreement. The person(s) or entity(ies) to whom we make any such assignment shall succeed to our rights and/or obligations under this Agreement to the extent assigned. Except as otherwise provided in this Agreement, it shall be binding upon the parties' successors.
27. **Remedies.** Except where a remedy is expressly stated to be exclusive, the remedies herein provided are cumulative and not exclusive of any remedies provided herein or otherwise, at law or in equity.
28. **LIMITATION OF LIABILITY.** TO THE EXTENT SUCH LIMITATION OF LIABILITY IS PERMITTED BY LAW, (I) BANK WILL NOT BE LIABLE FOR ANY AMOUNT IN EXCESS OF ANY ACTUAL LOSSES OR DAMAGES INCURRED BY YOU, (II) BANK WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFITS, REVENUE, BUSINESS, DATA, FILES, GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (TORT, CONTRACT OR OTHERWISE), WHETHER OR NOT FORESEEABLE, (III) BANK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY INACCURACY, ACT OR FAILURE TO ACT ON THE PART OF ANY PERSON NOT WITHIN OUR REASONABLE CONTROL, OR ANY ERROR, FAILURE, OR DELAY IN EXECUTION OF ANY TRANSACTION

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RESULTING FROM CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INOPERABILITY OF COMMUNICATIONS FACILITIES OR OTHER TECHNOLOGICAL FAILURE, AND (IV) BANK WILL NOT BE LIABLE FOR ANYTHING EXCEPT FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. PROVIDED WE HAVE COMPLIED WITH OUR OBLIGATIONS UNDER THIS AGREEMENT, AND SUBJECT TO APPLICABLE LAW, YOU AND YOUR EMPLOYER AGREE TO INDEMNIFY, DEFEND, AND HOLD BANK HARMLESS AGAINST ANY LOSS, LIABILITY, DAMAGE, COST, AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, YOUR USE OF ANY COMMERCIAL CARD, THE ACCOUNT, THIS AGREEMENT, OR ANY RELATED SERVICE WE PROVIDE. THE LIMITATIONS ON BANK'S LIABILITY AND ENTITLEMENT TO BE INDEMNIFIED CONTAINED IN THIS SECTION SHALL BE IN ADDITION TO ANY OTHER LIMITATIONS ON BANK'S LIABILITY AND ENTITLEMENT TO INDEMNITY PROVIDED FOR IN ANY OTHER AGREEMENT BETWEEN YOU AND BANK OR YOUR EMPLOYER OR PROVIDED BY LAW.

29. **JURY TRIAL WAIVER.** YOU ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT SUCH RIGHT MAY BE WAIVED. YOU HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND EXPRESSLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ALL RIGHT TO A TRIAL BY JURY IN ANY DISPUTE, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) INVOLVING YOU AND BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS OR ASSIGNS. You agree that: (a) neither Bank nor any of its agents has represented, expressly or otherwise, that it would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) Bank has been induced to enter into this Agreement with you by, among other things, the waiver and acknowledgements by you in this section.
30. **CLASS ACTION WAIVER.** YOU VOLUNTARILY WAIVE AND GIVE UP YOUR RIGHT TO SERVE AS A CLASS REPRESENTATIVE FOR, OR PARTICIPATE AS A MEMBER OF, A CLASS ACTION, IN CONNECTION WITH A DISPUTE INVOLVING BANK.

Texas Capital Bank is a wholly owned subsidiary of Texas Capital Bancshares, Inc. We are headquartered in Dallas, Texas, and work with clients across the country. All services are subject to applicable laws, regulations and service terms.