

## SOMERSET TRUST COMPANY BUSINESS MASTERCARD CREDIT CARD AGREEMENT

This Agreement and Disclosure Statement contains the terms and disclosures which apply to my MasterCard Business Card account ("Account") with Somerset Trust Company ("Somerset Trust" or the "Bank"). The words "I", "me" and "my" which also mean "we", "us" and "our" if there are more than one customer, mean the person or persons who use or authorize the use of the MasterCard Business Card or sign an application for a MasterCard Business Card. The words "you", "your" and "yours" mean Somerset Trust.

### 1. How I May Use My Account.

(a) Purchases. I can purchase or lease goods and services ("Purchases") from a merchant who honors MasterCard up to my maximum credit limit.

(b) Cash Advances. I may use my Card to obtain cash loans ("Cash Advances") up to \$1,000.00 as long as this amount is less than my credit limit, from Financial Institutions that accept a MasterCard credit card. I may use my Card at automated teller machines that display the MasterCard logo.

(c) Balance Transfers. I may transfer balances from other credit cards using balance transfer checks provided by the Bank.

(d) Terms and Conditions. I will not present my card or otherwise access my account for any extension of credit, whether by purchase or cash advance, in excess of the available credit (the difference between my outstanding balance and my maximum credit limit) on my Account. I understand that Somerset Trust is not liable if a seller, merchant or Financial Institution other than Somerset Trust refuses to honor my card or refuses to grant a cash advance which I request. I also understand that, except as provided under federal law, Somerset Trust is not liable or responsible for any dispute arising between me and a seller of goods or services relating to any goods or services purchased using my Card, including, without limitation, any dispute about the quality, sufficiency or warranties of any goods or services purchased. Legal Transactions. I will only use my account for transactions that are legal where I reside. For example, internet gambling transactions may be illegal in my state. Display of a payment card logo by an on-line merchant does not mean that an internet transaction is legal where I reside. Somerset Trust will not be liable if I engage in an illegal transaction.

2. Maximum Credit Limit. You will provide me with a notice of my maximum credit limit, and I agree you may change my limit at any time. I agree never to use my Card where the use will exceed my maximum credit limit. I also agree that you are not obligated to extend to me credit for an amount that would make my outstanding balance exceed my maximum credit limit, or for any amount if my outstanding balance is already over the maximum credit limit. I will pay amounts you advance which exceed my maximum credit limit upon demand by the Bank. You may re-evaluate my financial condition if I request a higher credit limit, or at any other time, and this may include obtaining a report from a consumer credit reporting agency which I hereby authorize you to obtain, and/or asking me for current financial information. Based upon such a review, and subject to your credit policies, you may immediately increase or reduce my credit limit or restrict my further access to my Account without prior written notice. However, you may not accelerate the outstanding balance unless an event of default has occurred.

3. Monthly Statement and Promise to Pay. If on the closing date of a monthly billing cycle, I have an outstanding New Balance or credit of \$1.00 or more, or if there is any Finance Charge or other fees or charge imposed during a billing cycle. You will send me a statement reflecting Account activity including the previous balance due, payments and credits to the Account, Finance Charges and other charges as authorized in this Agreement, all Purchases and Cash Advances and the New Balance, all for that billing period as established by the Bank, all payable in United States Dollars according to the terms and conditions of this Agreement.

### 4. Finance Charge on My Account Balance.

(a) Purchases Obligations. A Finance Charge computed on a monthly periodic rate will begin to accrue for new Purchases (purchases made during the month for which the statement is prepared) beginning on the date the purchase is made, and will be imposed if I do not pay the New Balance in full within 25 days after the billing date of the statement on which the new purchases first appear, and will continue to be imposed until I pay any outstanding balance in full.

(b) To calculate the Average Daily Balance for Purchases on my account, you take the beginning balance of Purchases each day, add any new Purchases, annual fees, and subtract any Payments or Credits. You treat Credit Balances as being equal to zero in this calculation. This gives you the daily balance. Then, you add up all the daily balances for the billing period and divide by the total number of days in the billing period. This gives you the Average Daily Balance.

(c) ANNUAL PERCENTAGE RATE PURCHASES: The ANNUAL PERCENTAGE RATE in effect for my Account is a fixed rate. As of

June 1, 2009, this rate is: **17.99%**.

(d) Balance Transfers. A Finance Charge will be imposed and will begin to accrue on the transaction date of the Balance Transfer and will continue to be imposed until I have paid any outstanding balance in full.

(e) To calculate the Average Daily Balance for Balance Transfers on my account, you take the beginning balance each day, add any new Balance Transfers and subtract any Payments or Credits. You treat Credit Balances as being equal to zero in this calculation. This gives you the daily balance. Then, you add up all the daily balances for the billing period and divide by the total number of days in the billing period. This gives you the Average Daily Balance.

(f) ANNUAL PERCENTAGE RATE for Balance Transfers: The ANNUAL PERCENTAGE RATE in effect is a fixed rate. As of June 1, 2009, this rate

is: **17.99%**

(g) Cash Advances. A Finance Charge will be imposed and will begin to accrue on the transaction date of the Cash Advance and will continue to be imposed until I have paid any outstanding balance in full. A Finance Charge or Cash Advance Transaction fee of 2% of the cash advance amount will be charged in addition to any Finance Charge assessed, with a minimum Cash Advance Transaction Fee of \$2.00.

(h) To calculate the Average Daily Balance for Cash Advances, on my account, you take the beginning balance of cash advance each day, add any new Cash Advances and subtract any Payments or Credits. You treat Credit Balances as being equal to zero in this calculation. This gives you the daily balance. Then, you add up all the daily balances for the billing period and divide by the total number of days in the billing period. This gives you the Average Daily Balance.

(i) ANNUAL PERCENTAGE RATE CASH: The ANNUAL PERCENTAGE RATE in effect for my Account is a fixed rate. As of June 1, 2009, this rate is: **18.00%**

(j) The Finance Charge will be calculated by applying the monthly periodic rate of Finance Charge to the "Average Daily Balance" of your account. The periodic rate of Finance Charge is 1/12th of the Annual Percentage Rate. As of June 1, 2009, the

monthly periodic rate for Purchases and Balance Transfer is: 1.499167% and the monthly periodic rate for Cash Advance is: 1.500%

(k) There is a minimum Finance Charge of \$1.00 per statement.

5. Minimum Payment. I agree to pay either the entire outstanding balance indicated on my monthly statement ("New Balance") or monthly payments of: (a) 3% of the New Balance, or (b) \$20.00, whichever is greater.

### 6. Fees.

(a) Overlimit Fee. If my NEW BALANCE minus any fees imposed during the cycle, exceeds my credit limit as of a billing cycle closing date, you will be charged an Overlimit fee of \$25.00.

(b) Late Payment Fee. My minimum payment due will be past due if it is not received by you on or before the Payment Due Date shown on each monthly statement. A monthly fee of \$20.00 or 10% of the payment due, whichever is greater, will be charged to my Account if at least the Minimum Payment Due, including unpaid past due payments, is not received by you within fifteen (15) days after the Payment Due Date as indicated on the monthly statement.

(c) Fee for Documents. If I request a copy of a charge slip or other documents not in connection with a billing error, you will charge my Account the sum of \$2.50 for each page copied in response to the request.

(d) Rewards Enrollment Fee. If I have chosen the optional Rewards Now Program, you will charge a non-refundable fee of \$49.00 per company, to my Account each anniversary date of the month in which my account was enrolled in the program and as long as my Account has not been terminated or canceled prior to the first day of the billing period in which the fee is imposed. Please contact Business Card Services at 1-866-377-4148 to enroll your account in the rewards program.

(e) Returned Payment Fee. If I make payment by check or other instrument such as, automatic debit or electronic payment, is returned unpaid for any reason, my Account will be charged \$28.00.

7. Application of Payment. Payments made to my Account will be applied by you, first to Finance Charge, overlimit fees, late fees and other service fees; then to billed goods and services; then to billed cash advances; then to goods and services not previously billed; and then to cash advances not previously billed.

8. Events of Default. I will be in default under this Plan and Agreement if any of the following events shall occur: (a) if I fail to make any minimum payment required under this Agreement, or I fail to comply with or violate any other terms or conditions of this Agreement or on any other obligation I have or may, in the future, have with you; (b) if I should die or become insolvent; (c) if a petition should be filed or other proceedings should be commenced under the Federal Bankruptcy Code or any State insolvency statute by or against me; or (d) if a Receiver should be appointed or a writ or order of attachment, levy or garnishment should be issued against me or any of my property, assets or income.

9. Entire Balance Due. If I am in default, you may require that I immediately pay the entire outstanding balance including all fees and charges will be due, plus interest due on this balance at the Annual Percentage Rate provided in the above Finance Charge paragraph which shall continue to accrue until the entire outstanding balance is paid. I also agree your obligation to make further credit extensions shall immediately end. If you demand full payment of the outstanding balance and I fail to immediately make payment, I agree to pay all collection costs actually incurred by you, including court costs and reasonable attorney's fees.

10. Ownership of Card. Any Card or other credit instrument which you supply to me is your property and must be returned to you immediately upon demand or upon notice of cancellation or withdrawal of my card. I agree to notify you promptly in accordance with the terms of this Agreement of any loss, theft or unauthorized use of my Card. I agree you may terminate, limit or modify my right to use my Card at any time in the future without notice to me.

11. Transfer of Account. I cannot transfer or assign my Account to any other person.

12. Change of Address. I will advise you promptly if I change my mailing address. All written notices and statements from you to me will be considered given when placed in the United States mail, postage prepaid, and addressed to me at my current address as it appears in your records.

13. Irregular Payments. You may accept late payments or partial payments or checks, drafts or money orders marked "Payment in Full", or words to that effect, without losing any of your rights under this Agreement.

14. Amendments. You may change any part of this Agreement at any time, as long as you give me advance notice as required by law. My use of the card or accessing of the Account in any way after the effective date of my changed terms will constitute my acceptance of the new terms. Any change in terms will apply to my entire outstanding balance existing as of the effective date of the change, as well as to all credit extensions made after that date.

15. Cancellation. I can cancel my account at any time by returning to you my Card or Cards, along with a letter requesting that you cancel my Account. You may cancel this Agreement at any time. However, my obligation under this Agreement and any changes made under it prior to cancellation will continue to apply until I have paid you all the money I owe on the Account, including all fees and charges provided for in this Agreement, whether incurred before or after cancellation.

16. Other Provisions. Each of us who signed the Application or use the Account is individually and jointly obligated for all payments due under this Agreement. The Account has been applied for, considered, approved and issued in the Commonwealth of Pennsylvania and all extensions of credit are being made from the Commonwealth of Pennsylvania. I agree that this Agreement shall be governed by and interpreted under Pennsylvania and Federal law, and particularly the Pennsylvania Simplification and Availability of Bank Credit Act, Act of December 28, 1994, P.L. 1424§1. If any part of this Agreement is not valid, all other parts will remain enforceable.

17. Liability for Unauthorized Use. I may be liable for the unauthorized use of my Card. I may be liable for any unauthorized use that occurs after I notify the Bank. I agree to immediately notify Bank of any loss, theft or unauthorized use of my card in writing sent to the following address: SOMERSET TRUST COMPANY, P.O. Box 228, Wakefield, MA 01880. I may be liable for unauthorized use of my card if Somerset Trust determines, based on substantial evidence, that I was grossly negligent in the handling of the account or card. I may report a lost or stolen Card by calling 1-866-377-4148.

18. Charges Made in Foreign Currency. If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, the charge will be converted into a U.S. dollar amount.

(a) For MasterCard Transactions. MasterCard Currency Exchange Rate Policy Disclosure: Effective April 2, 2005, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a

rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate that MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. We do not control the rate, date or place of exchange. An International Service Assessment fee of 1% of the transaction amount will post to your account for all foreign transactions. This fee will be included in the transaction.

19. Automatic Payment Option. If I have requested the Automatic Payment Option, the designated payment amount will automatically be deducted from my designated checking or savings account balance on the payment date. If your checking account does not contain sufficient funds on my payment date, no automatic deduction of the payment will be made until such time that funds are available.

20. Credit bureaus: We may report information about your account to the Credit Bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit reports.

**Special Rule for Credit Card Purchases.**

If I have a problem with the quality of property or services that I purchased with a credit card, and I have tried in good faith to correct the problem with the merchant, I may have the right not to pay the remaining amount on the property or services. There are two limitations on this right:

- a) I must have made the purchase in my home state or, if not within my home state, within 100 miles of my current mailing address; and
- b) the purchase price must have been more than \$50.00

These limitations do not apply if you own or operate the merchant, or if you mailed me the advertisement for the property or services.

**SUMMARY OF TERMS**

This information is accurate as of June 1, 2009 and is subject to change. For any changes which may have occurred after that date, please contact Somerset Trust Company at P.O. Box 228, Wakefield, MA 01880 or call 1-866-377-4148.

Annual Fee	None
Annual Percentage Rate - Purchases	= <b>17.99%</b>
Annual Percentage Rate – Cash Advances	<b>18.00%</b>
Annual Percentage Rate – Balance Transfers	= <b>17.99%</b>
Balance Computation Method	Average Daily Balance
Grace Period - Purchases	25 days from the date of the periodic statement provided you have paid your previous balance in full by the due date
Grace Period - Cash Advances	You will have no grace period in which to repay the cash advance before a finance charge will be imposed
Grace Period – Balance Transfer	You will have no grace period in which to repay the balance transfer before a finance charge will be imposed
Late Payment Fee	\$20 or 10% of the payment due, whichever is greater
Document Fee	\$2.50 per page copied
Minimum Finance Charge	\$1.00
Over the Limit Fee	\$25.00
Returned Check Fee	\$28.00
Rewards Enrollment Fee	\$49 per company issued per year if enrolled in rewards program
Transaction Fee-Cash Advance	2% of advance amount; \$2.00 minimum
Transaction Fee-Purchases	None

**YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE**

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

I Should Notify You in Case of Errors Or Questions About My Monthly Statement.

If I think my monthly statement is wrong, or if I need more information about a transaction on my monthly statement, I should write you on a separate sheet of paper at:

Somerset Trust Company  
 PO Box 228  
 Wakefield, MA  
 01880-0428

I should write to you as soon as possible. You must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights. In my letter, I must give you the following information:

- My full name and account number
- The dollar amount for the suspected error
- I must describe the error and explain, if I can, why I believe there is an error. If I need more information, I should describe the item I am not sure about.

If I have authorized you to pay my credit card statement automatically from my savings or checking account, I can stop the payment on any amount I think is wrong. To stop the payment, my letter must reach you three business days before the automatic payment is scheduled to occur.

**My Rights and Your Responsibilities After You Receive My Written Notice**

You must acknowledge your letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the monthly statement was correct. After you receive my letter, you cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount I question, including FINANCE CHARGES, and you can apply any unpaid amount against my maximum credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my monthly statement that are not in question.

If you find that you made a mistake on my monthly statement, I will not have to pay any FINANCE CHARGES related to any questioned amount. If you didn't make a mistake, I may have to pay FINANCE CHARGES, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date it is due.

If I fail to pay the amount that you think I owe you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within 10 days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my monthly statement. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow the rules, you can't collect the first \$50.00 of the questioned amount, even if my monthly statement was correct.