

**IMPORTANT INFORMATION TO
READ AND SAVE**

**CARDHOLDER CREDIT CARD
AGREEMENT AND
ADDITIONAL DISCLOSURES
(MEMBERSHIP RULES)**

CARDHOLDER CREDIT CARD AGREEMENT AND ADDITIONAL DISCLOSURES

This agreement ("Agreement") sets forth the terms of your credit card account with IBERIABANK. Please read this Agreement carefully and keep it for your records.

MEANING OF WORDS:

In this agreement the words "you", "your", "yours", and "Borrower" mean anyone who signs the Credit Card Application or otherwise agrees in writing to be obligated under this Agreement. The words "we", "us", and "our" mean IBERIABANK, a state-chartered bank organized under the laws of the State of Louisiana headquartered at 200 West Congress Street, Lafayette 70501 Louisiana, and the creditor under this Agreement. The word "Account" means your Credit Card Account with us. The word "Card(s)" means any Visa Credit Card(s) that IBERIABANK issues on your Account. The word "Purchases" means amounts charged to your Account when you use your Card(s) or give your Account number to buy or lease goods or services. "Purchases" also means the fees and charges which, when charged to your Account, are treated as purchases and are subject to an INTEREST CHARGE. The phrase "Cash Advances" means loans charged to your Account obtained by use of your Card, your Account number or your Convenience Checks. The phrase "Convenience Checks" means checks charged to your Account which are used to purchase or lease goods or services or obtain cash. The phrase "Balance Transfer Checks" means checks charged to your Account which are used to pay credit or charge accounts at another financial institution or merchant.

YOUR RESPONSIBILITY:

This Agreement applies to any Card(s) we have issued to you. You will be obligated and bound by this Agreement the moment you use your Card(s), whether for a Purchase, Balance Transfer or Cash Advance. You also agree to any amendments we may make to this Agreement from time to time by making a Purchase, Balance Transfer or Cash Advance after the date of any such amendment. If you applied for a joint account, each of you will be bound to this Agreement and obligated to pay all amounts owing on the Account. Upon request we may issue additional Cards to person(s) you authorize to use the Account. Anyone you authorize to use the Account is also subject to the terms of this Agreement; however you remain responsible for paying all charges such authorized person(s) make with the Card(s).

PROMISE TO PAY:

When you use your Account or permit anyone else to use it for a Purchase or Cash Advance, you promise to pay us in accordance with the terms of this Agreement, the total amount of all Purchases and Cash Advances. You also promise to pay any INTEREST CHARGE owing under this Agreement as explained below. IBERIABANK does not waive its rights to collect the full amount due if you pay late or you pay part of the bill, even if you write the words "Paid in Full" (or similar words) on any correspondence to us.

CREDIT LIMIT:

Your Account will have a credit limit that we set. We may change the limit at any time and for any reason and, if we do, we will notify you promptly thereafter. You agree that the outstanding balance of your Account (including INTEREST CHARGES) will never exceed the credit limit amount, but that if we allow it to, which we may, at our sole discretion, you agree to promptly pay us the excess when asked. You can apply for a higher credit limit at any time if you wish, which will be reviewed according to our then-current underwriting standards, practices and procedures.

ANNUAL MEMBERSHIP FEE:

There is no Annual Membership Fee.

PURCHASES:

Subject to available credit, you may use your Card(s) to charge purchases of goods and services wherever the Card(s) is/are accepted. Except as provided in the accompanying notice about your rights to dispute any billing errors, we will not be responsible to you for any claims about the quality of goods or services purchased with our Card(s). We also are not and will not be responsible for any damage or injury caused by goods or services that you purchase with your Card(s).

CASH ADVANCES:

Subject to available credit, you may use your Card(s) to obtain Cash Advances (borrow money) at any participating bank by presenting your Card(s) and completing a Cash Advance Slip. You may also use your Card(s) to obtain Cash Advances from any Automated Teller Machines (ATMs) that accept the Card(s). Cash Advances and ATM Withdrawals will be limited to 50% of your available credit line. You agree to pay us a Cash Advance Fee of five percent (5%) of the transaction amount for all such transactions, subject to a minimum fee of \$5 and a maximum fee of \$100 per transaction. The Cash Advance Fee will apply to all Cash Advances, excluding balance transfers.

CONVENIENCE CHECKS:

We may issue Convenience Checks on your Account and you may use them as regular checks; however, you cannot use a Convenience Check to pay any amount owing on your Credit Card Account under this Agreement. Convenience Checks will be treated as Purchases on your Account. We may not pay any Convenience Check if, by paying the check, your unpaid balance would exceed your credit limit, you are attempting to pay another account you may have with IBERIABANK, if you are in default, or if we have canceled your credit availability. If we decline to pay a Convenience Check for any of the above reasons, we may charge you a fee of up to \$37.00.

BALANCE TRANSFERS:

We may permit you to transfer a balance from your credit card account(s) at other financial institutions or merchants; however, we will not pay a Balance Transfer Check if by paying the check your unpaid balance would exceed your credit limit, if the Check was written for a purpose other than transferring the balance of another credit account to your Account with us, if you are in default, or if we have canceled your credit availability. If we decline to pay a Balance Transfer Check for any of the above reasons, we will charge you a fee of up to \$37.00. Balance Transfers will be treated as Purchases.

You agree to pay us a Balance Transfer Fee of two percent (2%) of the transaction amount for all Balance Transfers accepted. There is no minimum or maximum fee applicable to such transactions. The fee will apply to all Balance Transfers.

MONTHLY STATEMENT:

At the end of every monthly billing period, we will send you a billing statement advising you of the status of your Account, if there is a balance on it, or if we have imposed an INTEREST CHARGE. This billing statement will include such items as the advances we made for you, the INTEREST CHARGE imposed, the payments we received, the total amount you owe us (the "New Balance"), the minimum payment you must make to us and when that payment is due. The payment due date is twenty-five (25) days from the closing date for billing. As explained below, late payment can result in a Late Fee.

MINIMUM PAYMENT:

You can pay off all your purchases and advances in full each month, or you can pay in monthly installments. If you decide to pay in installments, then you must pay us, each billing cycle, a minimum payment of at least equal to \$15 or 2% of your outstanding balance, whichever is greater. The minimum payment is rounded up to the next whole dollar and also includes the greater of any past due amounts or amounts that exceed your credit limit. Account balances less than \$15 will be due in full.

LATE FEES:

If we do not receive at least the minimum monthly payment, on or before the Payment Due Date shown on your monthly statement, you may be charged a late fee based on the balance of your Account for each such late payment up to \$37. Late Fees will be identified on your monthly statement and treated as purchases due currently.

DOCUMENT RETRIEVAL AND OTHER FEES:

A fee of \$5.00 will apply per page for requested statement copies. If you make a payment by phone by calling one of our customer service representatives you will be assessed a fee of \$7.00 per payment made. If you request a copy of any Sales Slip or Cash Advance Slip, we will charge you \$13.00 for each copy provided. However, there will be no charge to you for copies provided in response to a billing error inquiry and we determine the error was our fault. We may charge a fee of up to \$37.00 for any check returned to us, for any reason, as nonpayable. We may charge a fee of \$5.00 each time we provide you with an additional or replacement Card at your request. We may charge you a fee of \$10.00 each time we stop payment of a Convenience Check or a Balance Transfer Check at your request. We may charge you a fee of \$10.00 each time we change the monthly Payment Due Date for your Account at your request. We may charge you a fee of \$15.00 if we delete a Cardholder or an additional authorized Signer at your request. You are entitled to have a total of two Cardholders and additional authorized Signers on your Account at no charge. We may charge you a fee of \$15.00 for adding any additional Cardholders or authorized Signers. We may charge you a fee of \$5.00 for sending you a replacement Personal Identification Number ("PIN") mailer or changing the PIN assigned to you.

APPLICATION OF PAYMENTS:

In accordance with applicable law, we will choose the order in which any Minimum Payment will be applied to your indebtedness to us at the time the payment is made. Any payment you make in excess of any required Minimum Payment will be applied first to balances with the highest ANNUAL PERCENTAGE RATE and then to each successive balance bearing the next highest ANNUAL PERCENTAGE RATE. Payments in excess of the required Minimum Payment will not affect your obligation to make future required Minimum Payments, calculated in accordance with this Agreement, while any balances are outstanding. We will allow time for checks and automatic payments to be honored by your bank before making adjustments to your available credit for future Purchases, Cash Advances or Balance Transfers. Payments received after 5:00 p.m. which are mailed to the address on your monthly statement will be posted the following business day. From time to time, we may let you skip or reduce one or more monthly payments during a year (note, interest will continue to accrue on your Average Daily Balance (as discussed below) regardless of any skip or reduced payment feature) and/or we may temporarily reduce or eliminate certain INTEREST CHARGES on all or a portion of your Credit Card account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. All terms and conditions of the agreement unaffected by the skip or promotional feature will continue to apply for the duration of the skip or promotional feature, and when the skip or promotional feature ends, all affected terms or conditions of the Agreement will resume.

INTEREST CHARGE:

Each billing cycle, we will charge interest to you on the "Average Daily Balance" (as discussed below) for each type of transaction on your Account. By type of transaction, we mean Purchases (including those made by Convenience Checks), Cash Advances, Balance Transfers, and any transactions subject to special offers, etc. To calculate the INTEREST CHARGE owed on your Account for each billing cycle, we first determine the Average Daily Balance for each type of transaction during the billing cycle. Next, we apply the applicable interest rate (i.e., the "Monthly Periodic Rate" as discussed below) to the Average Daily Balance. Then, we multiply the resulting amount by the number of days in the billing cycle. After calculating the amount of interest owed for each type of transaction during the billing cycle (i.e., Purchases, Cash Advances, Balance Transfers), we add together these amounts to determine the total INTEREST CHARGE owed on your Account for the billing cycle.

For example, the INTEREST CHARGE on Purchases for a billing cycle is computed by applying the "Monthly Periodic Rate" to the Average Daily Balance. To get the "Monthly Periodic Rate" applicable to the current billing cycle, the Annual Percentage Rate (APR) in effect is divided by 12. The "Average Daily Balance" of Credit Purchases is determined by dividing the sum of the daily balances of Purchases (including new Purchases) during the billing cycle by the number of days in the cycle.

AVOIDING INTEREST CHARGES ON PURCHASES:

Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you interest on Purchases if you pay the entire New Balance by the payment due date each billing cycle. Except as described in the preceding sentence, if you do not pay your entire balance by the payment due date, we will start charging interest on each new Purchase on the later of (1) the date you make the Purchase, or (2) the first day of the billing cycle in which we add the Purchase to your Account.

If you are charged interest on Purchases, the minimum INTEREST CHARGE for any billing cycle is \$0.50.

WHEN INTEREST CHARGES START ON CASH ADVANCES:

You cannot avoid INTEREST CHARGES on Cash Advances. INTEREST CHARGES on Cash Advances begin on the date of the advance and continue until your Cash Advance Balance is paid in full. The Average Balance of Cash Advances is the sum of the unpaid balances of Cash Advances of each day of the current billing cycle divided by the number of days in the current billing cycle.

The minimum INTEREST CHARGE is \$0.50.

ANNUAL PERCENTAGE RATE: The ANNUAL PERCENTAGE RATES (APRs) applicable to your Account may vary or increase. The APRs will be determined monthly by adding a Spread to an Index. The Index for each billing cycle is the U.S. "Prime Rate" published in the Money Rates table of *The Wall Street Journal* during the calendar month immediately preceding the calendar month in which the billing cycle ends. In each case, the spreads applicable to your Account will be based on our assessment of your creditworthiness at the time of your application. Please see cardmailer for specific information that relates to the current value of the index and your applicable spread.

CREDIT BALANCE:

If your total New Balance is a credit balance, we will refund the amount of the credit to you promptly, if you request us to in writing, or as required by law.

FOREIGN TRANSACTIONS:

If you make any purchase in foreign currencies, Visa U.S.A. will convert the foreign currencies into U.S. Dollars using their applicable currency conversion procedures. Currently, the conversion procedures utilize a rate selected from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate they receive, or the government mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by us. You agree to pay us the sum in U.S. Dollars as converted by Visa U.S.A. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card. Transactions with a foreign merchant may or may not involve a currency conversion. You agree to pay us a foreign transaction fee of two percent (2%) of the transaction amount for all transactions where the merchant country is not the United States, regardless of whether a currency conversion occurs.

ILLEGAL TRANSACTIONS:

You may not use your Account for any illegal transaction, whether where you live or where the transaction takes place. You also agree not to use your Account for any Internet or online gambling transaction even if it is legal. We may refuse to authorize any illegal, internet or online gambling transaction. If we do authorize the transaction, you agree to pay us for it unless such payment is prohibited by applicable law.

SECURITY INTEREST:

Collateral securing other loans with us, other than a dwelling used as your principal residence, may also secure this Account.

LOST CARDS AND LIABILITY FOR UNAUTHORIZED USE:

If you notice the loss or theft of your Credit Card or a possible unauthorized use of your Account, you should write to us immediately at: **Customer Service, P.O. Box 84032, Columbus, GA 31908-4032**, or call us at **1-800-765-0853**. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

CANCELLATION OF CREDIT AVAILABILITY AND CREATION OF NEW ACCOUNTS:

We can cancel your Account any time and will notify you of such by phone or by writing you at the address shown for you on our Account records. You can cancel your Account by writing to us. Of course, if your Account is canceled, you are required to pay everything you owe us, including any amounts that have not been billed to you yet. You are also required to return all Card(s) we have given you. In the event we cancel your Account, we may offer to enter into a new contract with you establishing a new Account to replace the one we canceled. One method we may use to offer you a new contract is to include a notice in your monthly billing statement (i) advising you of the cancellation of your existing Account, (ii) offering to enter into a new contract with you establishing a new Account which you can access with your existing Card, (iii) setting forth the terms of the new contract (which may include terms incorporated by reference from this or any other agreement we have previously had with you) and (iv) advising you that your use of the Card to purchase goods or services or obtain cash after you have received the notice will constitute your agreement to the terms of the new contract. You and we now agree that our sending such a notice to you, coupled with your subsequent use of your Card in the manner set forth in the notice, will be one means by which we can form a valid, enforceable contract with one another on the terms set forth in the notice.

DEFAULT:

If you are in default, we may require you to pay the entire unpaid balance of your Account at once. We may also cancel your right to charge amounts to the Account. If we ask, you agree to promptly cut in half and return to us all Credit Card(s) and also any other Credit Access Devices we may have issued for your Account. You will be in default if you do not make a payment on time on this Account or any other loan from us, if you go over the credit limit on the Account or if you break any promises under this or any other agreement with us. You will also be in default if you die, become bankrupt, give us false information to get the Account or anything happens that leads us to believe in good faith that you will not pay us what you owe us or keep your promises to us. You will also be in default if the usual business of any persons or organization that must pay on this Account is suspended, stopped or someone tries by legal process to reorganize, liquidate or dissolve the business. Copies of documents like Monthly Statements, Sales Slips, Cash Advance forms and Loan Checks will be competent evidence before a court to establish the amount you owe to us. We will have no obligation to produce the originals.

COLLECTION COSTS:

If you default, you agree to pay our collection costs, including court costs and reasonable attorney's fees.

OTHERS USING YOUR ACCOUNT:

You promise to pay for all transactions (including, for example, Purchases and Cash Advances) made by anyone you authorize to use your Account, whether or not you notify us that they will be using it. If someone else is authorized to use your Account and you want to end that person's privilege, you must notify us in writing and provide us a reasonable opportunity to act on such written notification. If he or she has a Card you must return that Card with your written notice.

YOUR BILLING RIGHTS: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write us at:

Customer Service

P.O. Box 84032

Columbus, GA 31908-4032

In your letter, provide the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made the mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with the applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

IBERIABANK

P.O. Box 84032

Columbus, GA 31908-4032.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

REWARDS PROGRAMS:

Your card may be associated with a bonus points or similar rewards program. Your participation in such a rewards program is subject to the particular rewards program's terms and conditions (the "Program Rules"). Your use of the card associated with the rewards program is your consent to be bound by the Program Rules. The Program Rules may, from time to time, be modified or amended, including but not limited to discontinuing particular rewards or discontinuing the rewards program itself. The latest edition of Program Rules will typically be provided with the associated Card or otherwise made available to you, for example, by visiting a particular internet address. We will provide a copy of such Program Rules upon request. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY GOODS OR SERVICES PURCHASED WITH BONUS POINTS, AND WE WILL HAVE NO LIABILITY FOR ANY DEFECTS IN SUCH GOODS OR SERVICES OR FOR ANY DAMAGES RESULTING FROM THEIR USE.

ARBITRATION:

THIS ARBITRATION PROVISION LIMITS YOUR AND OUR RIGHT TO LITIGATE CLAIMS IN COURT AND YOUR RIGHT TO A JURY TRIAL. YOU SHOULD READ THIS PROVISION CAREFULLY. Any claim, dispute, or controversy (a "Dispute") between you and us including without limitation those related to this Agreement, your Account, goods or services purchased in whole or part by use of your Account or those relating to the validity, enforceability or scope of this arbitration provision shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the Commercial Arbitration Rules

and Procedures of the American Arbitration Association (AAA). This arbitration provision also applies to any Dispute between you and any of our employees, our affiliate companies and any of their employees. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. S1-16. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor all claims of privilege recognized by law. This arbitration provision is fully binding in the event a class action is filed in which you would be a class representative or member. You and we agree that arbitrations pursuant to this arbitration provision which involve you and us and/or us and any other person cannot be consolidated. You and we further agree that there shall be no class action arbitration pursuant to this arbitration provision. This arbitration provision shall survive the inactivation or termination of the agreement or your Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining provisions are severable and enforceable to the fullest extent permitted by law. This arbitration provision supersedes any prior arbitration provision that there may be between you and us related to the Account.

To Start Arbitration: Either you or we can start arbitration any time a Dispute arises between you and us. To start arbitration, you or we must contact the AAA at:

American Arbitration Association
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043-4301

For more information about the arbitration process or to obtain a copy of the Commercial Arbitration Rules and Procedures, contact the AAA at 1-800-778-7879 or log onto their website at <http://www.adr.org>.

No Waiver: You and we agree that bringing a lawsuit, counterclaim, or other action in court shall not be deemed a waiver of the right to demand arbitration of any Dispute brought by the other party. As an example, and not by way of limitation, if we file a lawsuit against you in court to collect a debt and you file a counterclaim against us in that lawsuit, we have the right to demand that the entire Dispute, including our original lawsuit against you and your counterclaim against us, be arbitrated in accordance with this arbitration provision. You and we agree that bringing the lawsuit shall not operate as a waiver of our right to demand arbitration.

Cost of Arbitration: If you start arbitration, you agree to pay the initial filing fee and deposit required by the AAA. If we start arbitration we will pay the filing fee and deposit. If you believe you are financially unable to pay such fees you may ask the AAA to defer or reduce such fees, pursuant of the Commercial Arbitration Rules and Procedures. If the AAA does not defer or reduce such fees so that you are able to afford them we will, upon your written request, pay the fees, subject to any later allocation of the fees and

expenses between you and us by the arbitrator. There may be other costs during the arbitration, such as attorney's fees, expenses of travel to arbitration, and the costs of the arbitration hearings. The Commercial Arbitration Rules and Procedures determine who will pay those fees.

Location of Arbitration: Any arbitration hearing will take place in the state in which you live unless you and we both agree to another location.

Enforcement of Arbitration: After the arbitrator has made a decision, either you or we may take any legal action, including filing a lawsuit, to enforce the arbitrator's decision in any federal or state court that has jurisdiction.

CHANGE OF ADDRESS:

If you move, you must notify us of your new address as well as your new phone numbers in writing. Please write the updated information on the payment stub of your Monthly Statement so we can change our records.

INFORMATION ABOUT YOU AND YOUR CREDIT:

You promise that the information you gave us to open your Account is true. You also promise to tell us right away and to stop using the Account if (1) you plan to file for bankruptcy or (2) are otherwise unable to pay your debts. We may look again at your financial condition and credit standing at any time for any reason. You agree to let us do this and help with any investigation of your credit record. A negative credit report reflecting on your credit record may be submitted to one or more reporting agencies if you fail to fulfill your obligations under this Agreement.

TELEPHONE MONITORING; CONSENT TO COMMUNICATION:

To ensure our employees give accurate and courteous customer service, sometimes your call may be monitored by a second employee and/or recorded. You agree to this monitoring and recording. We may contact you using (1) any information or phone numbers (including cell phone numbers) you provide to us on your Application or otherwise and (2) an automated telephone dialing system and/or artificial or prerecorded voice message, even if you are charged for the call under your phone plan.

NO WAIVER OF OUR RIGHTS:

Sometimes we may decide not to exercise a right we have under this Agreement, like charging you a fee, or we may decide to do something less than we are authorized to do under this Agreement, like charging a lesser fee than we are entitled to charge. If we do not exercise, or fully exercise a right of ours under this Agreement, we do not waive the right to exercise or fully exercise the right in the future. We can do all things permitted under this Agreement even if we did something differently one or more times in the past on a similar event or occurrence.

AMENDMENT:

We can amend this Agreement from time to time upon forty-five (45) days advance notice to you. The new terms, including any increase or decrease in the fees, charges or periodic rate, shall apply both to New Purchases and to New Cash Advances made on and after the effective date. In case of any change in the periodic rate or certain fees, the new fees, periodic rate and APR will not be more than the maximum rate permitted by applicable law.

ASSIGNMENT:

We can assign this Agreement to others upon proper notification to you. You may not assign this agreement to others without our permission. IBERIABANK has in the past sold and assigned all or part of its credit card portfolio to one, or more, financial institutions located in states other than Louisiana. At its sole discretion, IBERIABANK reserves the right to do so again, and any such sale may include your Account. IBERIABANK has also denied credit solely on the basis that the applicant previously had an Account with IBERIABANK that was sold and assigned to another institution. In the event your Account is sold to another institution, IBERIABANK reserves the right to deny your application for another credit card on this basis. In the event your Account is sold to another institution, the purchaser may elect to offer you Account terms and conditions which differ from those set forth in this Agreement and which may include an Annual Percentage Rate which is substantially higher than the Annual Percentage Rate offered by IBERIABANK. The purchaser may also offer you the option of rejecting the new terms and conditions, but it is highly probable that your rejection of new terms and conditions offered by a purchaser would result in cancellation of your right to make purchases or obtain cash advances with your Card. In the event your card is canceled under these circumstances, and your account was assessed an annual fee, IBERIABANK will refund a portion of your annual fee. The amount of the refund will be determined by multiplying the annual fee most recently charged to your Account by a fraction, the numerator of which is the number of days remaining in the one year period covered by the fee and the denominator of which is 365. It may be necessary for you to provide IBERIABANK with a written request for the refund since IBERIABANK may not have access to records indicating who would be entitled to a refund. In the event your Card is canceled, you will still be obligated to pay the existing balance of your Account in accordance with the terms of this Agreement.

APPLICABLE LAW:

We are a bank (IBERIABANK) whose home state is Louisiana. Your Account and each advance of principal thereunder will be a loan made in Louisiana. Questions arising in connection with this Agreement or your Account will be decided by, as applicable, (i) Louisiana law, (ii) any laws of other states which are made applicable by laws of the State of Louisiana, including Title 6 of the Louisiana Revised Statutes, and (iii) the laws of the United States of America. For information about product specific enhancements, you may view full disclosures at <http://creditcards.iberiabank.com> or call 1-800-765-0853.

CREDIT CARD PRICING INFORMATION ADDENDUM

Visa Classic Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	0.00% Fixed introductory APR for twelve billing periods from your account open date. After that, Prime Rate + 9.74%, 14.74% or 19.74% based on your creditworthiness. This rate will vary with the market based on the Prime Rate.
APR for Balance Transfers	1.99% introductory APR for six billing periods from the date the balance transfer posts.* After that, your APR will be the same as your assigned purchase rate. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	24.24% . This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.

Fees

• Annual Fee:	None
• Additional Card Fee:	\$5 per occurrence
Transaction Fees	
• Balance Transfer:	2% of the transfer amount
• Cash Advance:	Either \$5 or 5% of the amount of each cash advance, whichever is greater (Maximum fee: \$100)
• Foreign Transaction:	2% of the transaction amount for all transactions where the merchant country is not the United States, regardless of whether a currency conversion occurs.
Penalty Fees	
• Late Payment:	Up to \$37
• Returned Payment:	Up to \$37

***Introductory APR offer for Balance Transfer** - Introductory Balance Transfer request must be made within three (3) months of account open date to take advantage of this promotional offer. Balance Transfers requested after this time will have an APR equal to your assigned purchase rate (excluding any introductory APR). This Rate will not change during the introductory period. After that, your APR will be the same as your assigned purchase rate, based on your credit worthiness; this APR will vary based on the Prime Rate

Rates applicable to this account are as follows:

Purchases – 13.24%, 18.24%, or 23.24% Variable Rate based on your creditworthiness. This APR will vary with the market based on the Prime Rate.

Cash Advances and Convenience Checks – An Annual Percentage Rate of 24.24%.

Balance Transfers – An APR of 1.99%, having a Monthly Periodic Rate of 0.17%, for the first six (6) billing cycles from the date the check is posted to the account. Introductory Balance Transfer request must be made within three (3) months of account open date to take advantage of this promotional offer. Balance Transfers requested after this time will have an APR equal to your assigned purchase rate (excluding any introductory APR), variable rate based on your creditworthiness. This APR will vary with the market based on the Prime Rate.

The Variable Purchase Rate will apply to any Balance Transfer Checks that are posted during a non promotional period.

Index – As of December 12, 2015 the U.S. Prime Rate is 3.5%

The ANNUAL PERCENTAGE RATES (APRs) applicable to this account may vary or increase monthly. The APRs will be determined monthly by adding a Spread to an Index. The Index for each billing cycle is the highest U.S. “Prime Rate” published in the Money Rates Table of the Wall Street Journal during the calendar month immediately preceding the calendar month in which the billing cycle ends. In each case, the spreads applicable to your Account will be based on our assessment of your creditworthiness at the time of your application.

How We Will Calculate Your Balance:

To calculate your balance we use a method called “average daily balance (including new purchase).” We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new [purchases/advances/fees], and subtract [any unpaid interest or other finance charges and] any payments or credits. This gives us the daily balance. Then, we add up all the daily balances of the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”