



Earn cash back* for your business

with the Sam's Club® Business MasterCard®



5% on gas
at U.S. and Puerto Rico gas stations
and on gas at Sam's Club (on first
\$6,000 per year in purchases, then
1% on purchases after)

3% on dining
and travel

1% on other
purchases

*See "How to Earn Cash Back with Your Sam's Club® MasterCard™" terms
inside for details. The Sam's Club® MasterCard® is issued by Synchrony Bank
pursuant to a license by MasterCard International Incorporated.

Rev 6/14
Item #87972C13P

Apply now.



- ◆ One card convenience: your Sam's Club® credit card is also your membership card
- ◆ Exclusively for members
- ◆ No annual fee
- ◆ Receive itemized billing statements
- ◆ Online account management (SamsClub.com/credit)
- ◆ The Sam's Club® Business MasterCard® is enabled with a chip to help provide protection against fraud when used at a chip-enabled terminal

Visit the Member Services Desk for more details.

Earn cash back*



5%

on gas

at U.S. and Puerto Rico gas stations and on gas at Sam's Club (on first \$6,000 per year in purchases, then 1% on purchases after)*



3%

**on dining
and travel**



1%

**on other
purchases**

Sam's Club® Business MasterCard®

*See "How to Earn Cash Back with Your Sam's Club® MasterCard™" terms inside for details.

No matter how you do business, we have the right card for you.



Sam's Club Business Credit Card Sam's Club Business MasterCard

Benefits

Earn 5% cash back at U.S. and Puerto Rico gas stations and on gas at Sam's Club (on first \$6,000 per year in purchases, then 1% on purchases after)*		✓
Earn 3% cash back on dining and travel*		✓
Earn 1% cash back on other purchases*		✓
Use wherever MasterCard is accepted		✓
MasterRental, Purchase Assurance and Extended Warranty**		✓
Acceptance at all Sam's Club and Walmart® locations nationwide	✓	✓
No annual fee	✓	✓
Doubles as your membership card	✓	✓
Itemized billing statements	✓	✓
Online account access at SamsClub.com/credit	✓	✓
Member photo on card protects you from fraudulent use	✓	✓
Exclusive to members	✓	✓

*See "How to Earn Cash Back with Your Sam's Club® MasterCard™" terms inside for details.
 **Provided by MasterCard International Incorporated. See the MasterCard Guide to Benefits for details.



THE KEY CREDIT TERMS
SAM'S CLUB® BUSINESS MASTERCARD®
Annual Percentage Rate (APR) for Purchases
Account Type 1: Account Type 2: 14.90% 22.90% APR assigned upon approval†
Other APRs
Penalty APR:* 29.90%
Cash Advance APR:
Account Type 1: Account Type 2: 19.90% 25.90%
Variable Rate Information
The Annual Percentage Rate for Purchases will equal the prime rate plus (i) 11.65%, but not less than 14.90% for Account Type 1; or (ii) 19.65%, but not less than 22.90% for Account Type 2. The Annual Percentage Rate for Cash Advances will equal (i) the prime rate plus 16.65%, but not less than 19.90% for Account Type 1; or (ii) the prime rate plus 22.65%, but not less than 25.90% for Account Type 2. The Penalty APR will equal the prime rate plus 26.40%, but not less than 29.90%.
The "prime rate" for a billing period is the highest bank prime loan rate as published in <i>The Wall Street Journal</i> in its Money Rates section on any business day of the three calendar months preceding the first day of the billing period.
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 (\$0 in PR)
Transaction Fee for Cash Advances or Convenience Checks
The greater of \$5.00 or 3.0% of the amount of the Cash Advance or Convenience Check.
Transaction Fee for Foreign Transactions
3% of the amount of each transaction.

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 (\$0 in PR).

Returned Check Fee: \$15.00 on balances under \$100.00 and \$38.00 on balances of \$100.00 and higher (\$0 in PR).

Overlimit Fee: \$35.00 (\$0 in PR).

*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 22.90% for Purchases and 25.90% 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 1 & 2 on page 3.

THE KEY CREDIT TERMS
SAM'S CLUB® BUSINESS CREDIT CARD
Annual Percentage Rate (APR) for Purchases
PR: 18.00% All Other States: 21.90%
Other APRs
Penalty APR:* 29.90%
Variable Rate Information
Except in PR, the Annual Percentage Rate for Purchases will equal the prime rate plus 18.40%, but not less than 21.90%. In PR, the periodic rate is equal to 1.500% (corresponding ANNUAL PERCENTAGE RATE 18.00%). Except in PR, the Penalty APR will equal the prime rate plus 26.40%, but not less than 29.90%.
The "prime rate" is the highest bank prime rate as published in <i>The Wall Street Journal</i> in its Money Rates section on the last business day of the calendar month preceding the first day of the billing period.
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
PR: Average Daily Balance (including New Purchases) All Other States: Daily Balance
Minimum Finance Charge
\$2.00 (\$0 in PR)

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 (\$0 in PR).

Returned Check Fee: \$15.00 on balances under \$100.00 and \$38.00 on balances of \$100.00 and higher (\$0 in PR).

*Except in PR, 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.

The information about the costs of the card described on pages 1 and 2 are accurate as of June 2, 2014. 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.

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. This Agreement will not become effective unless and until you or an authorized user signs a sales slip or memorandum evidencing a purchase or lease of property or services or the payment of a fine by use of your credit card and prior thereto you will not be responsible for any purchase or lease of property or services by use of your credit card after its loss or theft.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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.**

IMPORTANT NOTICES:

- 1 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 on pages 1 & 2 is accurate as of June 2, 2014. 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.
- 2 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.

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 at any institution that accepts the Sam's Club MasterCard including any Automated Teller Machines ("Cash Advances"). 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** (none in PR) 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 greater of: (i) the Prime Rate plus 11.65%, times 1/365; or (ii) **.04083% (APR 14.90%)** for Account Type 1; or the greater of (i) the Prime Rate plus 19.65%, times 1/365; or (ii) **.06274% (APR 22.90%)** 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 any business day of the three calendar months preceding the first day of the billing period ("Prime Rate"). As of June 2, 2014, the Purchase Standard Rate for Account Type 1 was **.04083% (APR 14.90%)**; and the Purchase Standard Rate for Account Type 2 was **.06274 (APR 22.90%)**.

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 greater of (i) the Prime Rate plus 16.65%, times 1/365; or (ii) **.05453% (APR 19.90%)** for Account Type 1; the greater of (i) the Prime Rate plus 22.65%, times 1/365; or (ii) **.07096% (APR 25.90%)** for Account Type 2. As of June 2, 2014, the Cash Standard Rate under this formula was **.05453% (APR 19.90%)** for Account Type 1; and the Cash Standard Rate was **.07096% (APR 25.90%)** 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 calculated as follows: the greater of (i) the Prime Rate plus 26.40%, times 1/365; or (ii) **.08192% (APR 29.90%)**. As of June 2, 2014, the Penalty Rate was **.08192% (APR 29.90%)**. 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 **22.90%** for Purchases and **25.90%** 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 greater of (i) the Prime Rate plus 19.65%, times 1/365; or (ii) **.06274% (APR 22.90%)**. The daily Periodic Rate for the new Cash Advance APR is calculated as follows: the greater of (i) the Prime Rate plus 22.65%, times 1/365; or (ii) **.07096% (APR 25.90%)**. As of June 2, 2014, the daily Periodic Rate for the new Purchase APR under this formula was **.06274% (APR 22.90%)** and the daily Periodic Rate for the new Cash Advance APR under this formula was **.07096% (APR 25.90%)**. 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, the overlimit fee imposed during the current billing period, 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 (\$0 in PR). 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. An Overlimit Fee of \$35.00 (\$0 in PR) for each billing period in which your New Balance as shown on your Statement exceeds your Credit Limit. We may assess an Overlimit Fee even if we authorize the transactions on your Account that caused you to exceed your Credit Limit, or if you exceed your Credit Limit as a result of unpaid Finance Charges or other fees.

C. A Returned Check Fee of \$15.00 on balances under \$100.00 and \$38.00 on balances of \$100.00 and higher (\$0 in PR) 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.

D. 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 Automated Teller Machine ("ATM") Cash Advances, the amount of the Cash Advance may include a surcharge that the ATM owner imposes.

E. A Transaction Fee for each Convenience Check 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 Convenience Check.

F. A Foreign Transaction Fee for purchases or cash advances you make in currencies other than U.S. dollars and/or in a country other than the U.S., whether or not the transaction was in a foreign currency. This fee will be a **FINANCE CHARGE** equal to **3.0%** of the amount of each foreign transaction.

TRANSACTION MADE IN FOREIGN CURRENCY. 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. The currency conversion rate that MasterCard typically uses is either a government mandated rate, or a wholesale rate provided to MasterCard. The currency conversion rate that MasterCard uses for a particular transaction is the rate MasterCard uses for the applicable currency when the transaction is processed. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Account, and may be higher than the rate you could have gotten if you had converted U.S. dollars into the foreign currency.

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 (monthly in PR) 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. Except in PR, the Regular Rate applied in any billing period will be equal to the greater of (i) the Prime Rate plus 18.40%, times 1/365; or (ii) **.06000% (APR 21.90%)**. 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 such billing period. The Regular Rate under the above formula as of June 2, 2014 was **.06000%** and the corresponding **APR** was **21.90%**. In PR, the Regular Rate does not vary and is equal to **1.500% (CORRESPONDING APR 18.00%)**.

B. Except in PR, 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 calculated as follows: the greater of (i) the Prime Rate plus 26.40%, times 1/365; or (ii) **.08192% (APR 29.90%)**. As of June 2, 2014, this Penalty Rate was **.08192% (APR 29.90%)**. 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. There is no Minimum Finance Charge in PR.

D. Except in PR, 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. In all states except PR, 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.

In PR, we figure the balance subject to Finance Charge using the "Average Daily Balance" calculation method. Each day we take the beginning balance of your Account, and subtract any payments, other credits applied to that balance that day, and any unpaid Finance Charges. We also add any new Purchases and other charges assessed that day. This gives us the Daily Balance. Then we add up all the Daily Balances in the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance. Any Average Daily Balance of less than zero will be treated as zero. Late Payment Fees, Returned Check Fees and insurance premiums, if any, are not included in the Daily Balance.

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 (\$0 in PR). 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 (\$0 in PR) 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.

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 notice of any terms change as required by applicable law.

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

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

The Program and the ability to receive Cash Back Checks (as described below) are only available to Sam's Club members.

"**Eligible Purchases**" means net purchases (less credits, returns and adjustments) of goods and services made using the Card Account.

Category Percentages for Eligible Purchases

5% CASH BACK ON FUEL AT SAM'S CLUB AND GAS STATIONS

For each Reward Period, you will earn 5% Cash Back on your first \$6,000 spent on Eligible Purchases of fuel at U.S. and Puerto Rico Sam's Club and Walmart fuel stations, and at Gas Stations located in the U.S. and Puerto Rico (excluding fuel stations located at or that are part of warehouse clubs and certain supercenters and supermarkets). Thereafter you'll earn 1% on these 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.samsclub.com/credit or call the phone number on the back of your Card.

3% CASH BACK AT RESTAURANTS AND TRAVEL PURCHASES

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.

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

Travel merchants are generally merchants identified by their MCC in categories such as airlines, rental cars, hotels, passenger rail travel, bus lines, cruise lines, timeshares, travel agencies, travel sites and tour operators.

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

1% CASH BACK ON OTHER ELIGIBLE PURCHASES

You will earn 1% Cash Back on all other Eligible Purchases.

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**", "**Restaurants**" or "**Travel**" 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.

Excluded Transactions

Eligible Purchases **DO NOT include any of the following transactions:**

- Fees or interest charges;
- Cash advances;
- Balance transfers;
- Traveler's checks;
- Reloading or purchase of prepaid 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 amount 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 Checks

Cash Back earned during a Reward Period is paid out in the form of a check made out to Sam's Club as the payee ("**Cash Back Check**"), that is distributed annually via U.S. Mail in your February Card Account statement of the following year. **Unredeemed Cash Back Checks will expire 180 days from the check issue date.**

Exclusions to Issuance of Cash Back Checks

No Cash Back Checks will be issued, and you will forfeit any Cash Back rewards otherwise earned for a Reward Period if any of the following occurs:

- Your Card Account is not in good standing (i.e. is delinquent with more than two payments past due) when Cash Back Checks are issued;
- The Cash Back amount earned is less than \$5.00;
- You are no longer a Sam's Club member (either by you or by Sam's Club) as of the applicable issuance date for Cash Back Checks ; or
- Your Card Account is cancelled or closed on or before the issuance of the Cash Back Check.

No Cash Back Checks are issued on amounts less than \$5; and amounts earned in a Reward Period, but for which no Cash Back Check is issued, will be forfeited and not roll over to a subsequent Reward Period.

Redeeming Cash Back Checks

You may only redeem your Cash Back Check at any U.S. or Puerto Rico Sam's Club. Cardholders who are no longer Members of Sam's Club after they receive their check may redeem their Cash Back Check by obtaining a one-day pass at Sam's Club. **You must present the Cash Back Check prior to its expiration in person at a Sam's Club with proper government issued photo identification.** You may not transfer the check to anyone else, and only the primary cardholder on the Card Account may redeem the Cash Back Check. You acknowledge that the Program is a promotional program as to which no consideration has been paid by you. You further acknowledge that no Cash Back reward is earned and no right, title, or interest in the Cash Back reward has been earned until all conditions precedent, including presentment of the Cash Back Check at a Sam's Club location prior to the expiration date, are met. Nothing herein requires Sam's Club to accept a Cash Back Check 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.

Sam's Club® Business Revolving Credit Application

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

Sam's Club Business Membership Number (Required)

★ Please Read

By applying you agree that, if approved, Synchrony Bank may provide you with a Sam's Club® Business MasterCard^{††} or a Sam's Club Business Credit card.

Do not consider me for the Sam's Club Business MasterCard. Consider me only for the Sam's Club Business Credit card.

Please tell us about your business.

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					
Business Established Year			Monthly Estimated Spend		
Number of Employees	Type of Business <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other	Dun & Bradstreet #	Purchase Orders Required? <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.

PLEASE DETACH AT THE PERFORATION AND RETAIN FOR YOUR RECORDS

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 the account contacting me about the account, including using any contact information or cell phone numbers I provide, and I consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting me, even if I am charged for the call under my phone plan.

PLEASE SEE THE ATTACHED 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 the 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.

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

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

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



Personal Guarantor Information (Not required if preapproved)

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 Net 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 the account contacting me about the account, including using any contact information or cell phone numbers I provide, and I consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting me, even if I am charged for the call under my phone plan.

Personal Guarantor's Signature _____ Date _____



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)

FOR CLUB
USE ONLY

Select Type of State Issued Photo ID Driver's License State ID State: ____ (2 character state abbreviation)
 ID # _____ Expiration/Issue Date _____
 Verify Member's Major Credit Card Type MasterCard Visa American Express Discover Credit Card/Loan
 Record the first six digits of the account number _____
 Credit Line _____ Date _____ Card Issued _____



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