

writing. Written stop payment requests should be sent to the address for inquiries shown on your billing statement.

Research Fee

A Research Fee may be assessed to the Account for each copy of a sales slip, billing statement or other document requested.

Additional Fees

See the Additional Disclosure Statement for any other fees that may be applicable to your Account.

ACCOUNT RENEWAL, CLOSURE AND TERMINATION

Card Renewal

Cards are issued with an expiration date. We have the right not to renew your Card for any reason.

Closing Your Account

You can close your Account by notifying us in writing or by telephone. Your Account balance will continue to accrue Finance Charges and other fees and your Account will remain subject to all the terms and conditions of this Agreement. We will not honor any credit card check written on your Account or authorize any transactions after your Account is closed and you must destroy your Card(s) and any unused credit card checks. Send your written request to close your Account to the inquiry address shown on your billing statement or you may call us at the telephone number listed on your billing statement.

Account Closure

We may close your Account, suspend your credit privileges, or reduce your credit limit at any time and for any reason, subject to the requirements of applicable law. In any of these events, your Account balance will continue to accrue Finance Charges and fees and will remain subject to all the terms and conditions of this Agreement. If we close your Account, you agree to destroy your Card(s) and any unused credit card checks. If your Account has been closed, or your credit privileges are suspended, you may not use your Card or credit card checks.

Default

You will be in default under this Agreement if: (a) you fail to make at least the Minimum Payment (or, if applicable, the Current Payment Due) in time to be credited to your Account as of the Payment Due Date; (b) you violate any other provision of this Agreement; (c) you become deceased; (d) you become subject to bankruptcy or insolvency proceedings; (e) you supply us with misleading, false, incomplete or incorrect information; (f) we receive information from third parties, including credit reporting agencies, which indicate a serious delinquency or charge-off with other creditors; (g) you fail to provide us a physical address; (h) you exceed your credit limit; (i) your payment is returned unsatisfied by your bank or other financial institution for any reason; or (j) any credit card check is returned unpaid by us. Upon default, we have the right to close your Account, to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. If you do not pay us, your Account balance will continue to accrue Finance Charges and fees until paid in full and will remain subject to all the terms and conditions of this Agreement. If we sue you, or if we hire a third party to collect your Account balance, you will pay our court costs, reasonable attorneys' fees

and other collection costs related to the default to the extent permitted by law in the state in which you reside, and we will apply your payments first to attorneys' fees and other costs and then to principal and unpaid Finance Charges.

SECURITY INTEREST

If you have not completed a Security Credit Card Deposit Account Agreement for your Account, we are extending you an unsecured line of credit.

If you have completed an application and a Security Credit Card Deposit Account Agreement for a secured account, the terms and conditions contained within this paragraph apply to your Account. As Security for your performance under this Agreement, including but not limited to the repayment of all credit extended under this Account and any replacement secured credit card account, you assign, pledge, and grant to us a first priority security interest in all money now and hereafter in the deposit account ("Deposit Account") with Intermountain Community Bank. You authorize us to restrict withdrawals from your Deposit Account until such time as this Account is closed and all your indebtedness is fully satisfied or until this Account is otherwise modified by us. If you exceed your credit limit, or otherwise default under the terms of this Agreement, or if this Agreement is cancelled by you or us for any reason, we may at any time thereafter and without advance notice to you, apply all or part of your Deposit Account to the payment and satisfaction of any and all amounts owed under this Account and any replacement secured credit card account. In addition, we may use any other remedies permitted or otherwise available to us. If the amount in your Deposit Account is not sufficient to retire all obligations incurred related to your Account, you agree to pay the amount owed to us immediately.

CREDIT CARD FRAUD

Lost or Stolen Credit Card or Account Checks

You agree to notify us immediately if your Card or credit card checks are lost or stolen or your Account number is compromised. You may notify us by calling us at the phone number listed on your billing statement.

Liability for Unauthorized Use

You should retain copies of all charge slips until you receive your billing statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given either by writing us immediately upon learning of the loss, theft or possible unauthorized use or calling us at the telephone number listed on your billing statement. You will not be liable for any unauthorized use of your Account when you notify us immediately by phone or in writing. In any case, your liability for unauthorized use of your Card will not exceed \$0. To notify us of unauthorized use of your Card, you may call or write to us at the telephone number or inquiries address shown on your billing statement.

PERSONAL INFORMATION

Change of Name, Address, Telephone Number or Employment

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment.

Updated Financial and Other Information

Upon request, you agree to promptly give us accurate financial and other information about yourself.

Credit Reporting

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to credit reporting agencies. If any specific information related to your Account transactions or credit experience with us is inaccurate, you may notify us to correct the inaccurate information (after confirmation of the alleged error) reported to any credit reporting agency by writing to us at P.O. Box 98706, Las Vegas, NV 89193.

Certain Privacy Practices

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to amend, cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You agree that the Department of Motor Vehicles may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other cardmembers. For additional information regarding our privacy practices, please refer to our Privacy Statement.

ADDITIONAL TERMS

Change of Terms (Including Finance Charges)

WE MAY CHANGE OR TERMINATE ALL OR ANY PART OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, INCLUDING WITHOUT LIMITATION ADDING OR INCREASING FEES, INCREASING YOUR PERIODIC PAYMENT, INCREASING THE RATE OR AMOUNT OF FINANCE CHARGES, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED, AMONG OTHER THINGS, WE MAY INCREASE YOUR APR, FEES, AND TOTAL COST OF CREDIT BASED ON A CHANGE IN YOUR CREDIT HISTORY, AN INCREASE IN YOUR CREDIT OBLIGATIONS, ACCOUNT PERFORMANCE, USE OF YOUR CREDIT LINES WITH US OR ANOTHER CREDITOR, OR OUR FINANCIAL RETURN. THESE RATE CHANGE PROVISIONS DO NOT APPLY TO ROUTINE VARIABLE RATE ACCOUNT ADJUSTMENTS WHICH ARE SET FORTH ON THE ADDITIONAL DISCLOSURE STATEMENT. ANY CHANGES WILL BE IN ACCORDANCE WITH THIS AGREEMENT AND APPLICABLE LAW. WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW, UNLESS OTHERWISE STATED, CHANGES APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

OTHER INFORMATION

Assignment of Account

We may sell, assign or transfer your Agreement and Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account. If we assign your Account, the assignee shall have the same rights as we do under this Agreement.

Waiver

We may choose to delay enforcing or waive any of our rights under this Agreement in certain situations. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.

Severability

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.

Applicable Law

This Agreement and your Account will be governed by federal law and, to the extent state law is applicable, the laws of the state of Nevada, whether or not you live in Nevada and whether or not your Account is used outside Nevada. This Agreement is entered into in Nevada, your Account is maintained in Nevada, and all credit under this Agreement will be extended from Nevada.

YOUR BILLING RIGHTS

What To Do If There's An Error In Your Bill

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

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

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us (on a separate sheet) at the address listed on your bill. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

Please include the following information in your letter:

- Your name, account number and signature;
- The dollar amount of the suspected error; and
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about. If you have authorized us to pay your Account bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we didn't make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you, and you write to us within ten days telling us you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to.

Upon settlement of the dispute, we must tell everyone we report you to that the matter has been settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

SPECIAL RULES FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or if not, within 100 miles of your current mailing address.
- (b) The purchase price must have been more than \$50.

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

HSBC Card Services Inc. and/or HSBC Card Services (II) Inc. provide processing services for HSBC Bank Nevada, N.A.

You may write to us at the inquiries address shown on your billing statement or HSBC Bank Nevada, N.A., 1111 North Town Center Drive, Las Vegas, Nevada 89144.



Patrick Burke
Managing Director and Chief Operating Officer

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April 1, 2009

CARDMEMBER AGREEMENT AND DISCLOSURE STATEMENT

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This document and accompanying Additional Disclosure Statement make up your Cardmember Agreement and Disclosure Statement and throughout this document are referred to as the "Cardmember Agreement" or "Agreement." The Additional Disclosure Statement contains important Account information including your Annual Percentage Rates ("APRs") and the amount of any fees. Please take the time to familiarize yourself with your Agreement and retain it for future reference.

Thank you for being an HSBC Cardmember. We appreciate your business.

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AGREEMENT TO TERMS AND DEFINITIONS

This Cardmember Agreement and Additional Disclosure Statement as presently set forth, and as they may be amended, govern the open end line of credit we have established for you (your "Account"). We refer to these documents jointly as your "Cardmember Agreement" or "Agreement." You and "you" refer to all persons who applied for the Account or are contractually liable through any other means. "We," "us," and "our" refer to HSBC Bank Nevada, N.A. "Card" means any credit card, your assigned Account number and any other access devices issued under this Agreement. "Network" means Visa International, MasterCard International Incorporated, Discover Financial Services LLC, American Express or other governing credit card network, as applicable.

You and we are bound by this Agreement from the earlier of the time you receive it or from the date of the first transaction, including, without limitation, the placement or posting of any Annual Fee or Periodic Membership Fee on your Account. You may close your Account before using it without paying any Annual Fee, or Periodic Membership Fee if applicable to your Account, when you call us within 90 days of your Account open date at the customer service number on the back of your Card.

USING YOUR ACCOUNT

Account Use Restrictions

You agree to use your Account only for personal, family, household, or charitable purposes. You agree not to use your Account to make payments to us or to any of our affiliates. You agree to use your Account only for valid and lawful purposes. If your Account is used for any other purposes, you are responsible for such use and may be required to reimburse us and the Network for all resulting amounts and expenses. You are not authorized to use your Account for any internet gambling transactions, even if otherwise lawful and enforceable.

Types of Account Transactions

You can access your Account using your Card or by other means approved by us to make purchases or receive cash advances. We may limit the dollar amount and/or frequency of any type of transaction without notice to you.

Additional Cards

You may request additional Cards on your Account for yourself or others and you may permit authorized users to have access to the Card or Account number. You are personally responsible for each use of each Card issued on your Account according to the terms of this Agreement. If you permit authorized users to have access to your Account, you must pay us for all charges incurred by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke an authorized user's permission to use your Account. If you do so, we may close your Account and issue a new Card or Cards with a different Account number. You are responsible to recover from that authorized user and destroy any Cards, checks and other devices that can be used as a means of accessing your Account.

YOUR CREDIT

Credit Limit

The Card must be signed to be used. Whether you sign the Card or not, you are fully responsible for complying with all the terms

of this Agreement. We will advise you of the total credit limit on your Account when we first send you your Card. All or a portion of your total credit limit is available for cash advances. Your total credit limit and cash advance limit may change from time to time. We will notify you of any such changes through your billing statement or by sending you a separate notice. If no separate cash advance limit is listed on your billing statement, then the amount of your credit limit available for cash advances is your total credit limit.

You agree not to allow your unpaid balance (including Finance Charges and other charges) to exceed your total credit limit. We may elect not to extend credit if you have exceeded your total credit limit or if the amount requested would cause you to exceed your total credit limit. If you exceed your total credit limit, you agree to pay us that excess amount immediately.

Your available credit for purchases and your available credit for cash advances may not reflect your payments for up to 14 days.

Credit Authorizations

Some transactions may require our prior authorization and you may be asked by the merchant to provide identification. We may not be able to authorize a transaction, even if you have sufficient available credit. We may refuse to authorize any transactions at our sole discretion. We will not be liable to you if any of these events happen. We are not responsible for refusal or failure by any merchant to accept or honor your Card, or if a transaction cannot be completed for technical or other reasons.

PAYMENT

Promise to Pay

You promise to pay according to the terms of this Agreement for all: (a) credit we extend on your Account; (b) Finance Charges, and other fees and charges; and (c) collection costs and attorneys' fees to the extent permitted by applicable law.

If your Account is a joint Account, each joint Account holder is jointly and individually responsible for all amounts due under this Agreement regardless of death, divorce, other legal proceedings or any agreement that may affect liability between you. If any joint Account holder requests to not be liable for future transactions, we may close the Account.

Payment

Each periodic billing statement you receive from us will identify a Minimum Payment and Current Payment Due. The method used to calculate these amounts is set forth below.

Minimum Payment

The Minimum Payment is calculated as follows:

- (1) If your New Balance is not more than \$15, your Minimum Payment is the New Balance.
- (2) If your New Balance is more than \$15, your Minimum Payment is the greater of:
 - (a) 1% of the New Balance shown on your billing statement plus the following amounts:
 - any periodic Finance Charges posted to your Account during the billing cycle,
 - any Late Payment Fee posted to your Account during the billing cycle,

- any Overlimit Fee posted to your Account during the billing cycle,
- an amount equal to 1/12 of the Annual Fee, if applicable, and

- any additional amounts disclosed on the Additional Disclosure Statement, or

- (b) \$15

Current Payment Due

The Current Payment Due is the greater of:

- (1) your Minimum Payment plus any amount past due, or
- (2) the greater of:
 - (a) 1% of the New Balance shown on your billing statement plus the following amounts:
 - any periodic Finance Charges posted to your Account during the billing cycle,
 - an amount equal to 1/12 of any Annual Fee, if applicable, and
 - any amount over your credit limit, or
 - (b) \$15 plus any amount over your credit limit.

Your Minimum Payment and Current Payment Due will be rounded up to the nearest dollar, unless doing so will cause the resulting value to exceed the New Balance.

If a different payment calculation is applicable to your Account, it will be disclosed on the Additional Disclosure Statement.

Recurring Transactions

If you authorize a third party to bill charges on a recurring basis to your Account, we may (but are not required to) provide such third party with your current Account status, Account number and/or expiration date to permit that party to continue billing your Account. We may take such steps even if your Account number changes or if we issue a renewal or replacement Card. To withdraw authorization for a recurring charge in such a case, you must notify the third party. If you default, if a Card is lost or stolen, or if we change your Account or Account number for any reason, we may refuse or suspend recurring charges; in such case you will be responsible for making arrangements to reinstate the recurring charge arrangement and/or for making other payment arrangements.

Timing and Form of Payments

You agree to pay at least the Minimum Payment or, if applicable, the Current Payment Due if it is greater than the Minimum Payment, in time to be credited to your Account as of the Payment Due Date. Instructions for making payments are on your billing statement. For a payment to be credited to your Account as of a particular day, we must receive your payment by the date and time and in the manner specified in those instructions. If your Account is delinquent, you can avoid an additional late fee by paying at least the Minimum Payment plus any past due amount in time to be credited to your Account as of the Payment Due Date; however, if you cannot pay this amount, you must pay at least the Minimum Payment in time to be credited to your Account as of the Payment Due Date to avoid progressing to the next stage of delinquency. You may pay more than the Minimum Payment, or if applicable, the Current Payment Due, and you may pay the entire New Balance at any time.

All payments must be in U.S. dollars. Except for disputed payments, if you pay by mail the payment must be sent to the address shown on your billing statement. If you pay by negotiable instrument, such as a money order or check, it must be in a form that is acceptable to us and must be drawn on a U.S. financial institution. Any check, money order or other instrument tendered as an accord and satisfaction, or which includes a condition, restrictive endorsement or any statement to the effect that acceptance of such instrument shall constitute full or partial satisfaction of a disputed or undisputed debt (collectively, a "Condition") must be sent to the inquiry address shown on your billing statement. You must note conspicuously on the face of the payment instrument that it is tendered for this purpose. We reserve the right to refuse to accept any payment that is subject to a Condition. If the payment does not comply with the foregoing and we process it, we will not be bound by the Condition.

By sending us a check for payment on your Account, you authorize us to initiate an electronic funds transfer from your bank or other financial institution account according to the terms of the check. This means that your check will be converted to an electronic transaction and your original check will not be returned to you by your bank. Your original check will be destroyed. Your checking or other financial institution account may be debited the same day we receive your check. If you do not want your checks to be converted to an electronic funds transfer, please call customer service at the phone number on the back of your Card. When you use our optional payment by phone service, you authorize us to initiate an electronic funds transfer from your designated bank account or to process the payment as a check transaction. You authorize the amount and timing of each payment. Please retain this authorization for your records.

Skip Payment and Strike Skip Payment
To qualify for a skip payment ("Skip Payment"), you must meet our qualifications for creditworthiness at the time the Skip Payment is requested. In addition, your Account must be open and current, and you must not have breached the Default section of the Cardmember Agreement. If you qualify, you may skip two payments in a rolling twelve month period. However, Skip Payments will not be approved for any two consecutive months, or if Finance Charges assessed could result in your Account exceeding its credit limit. If you qualify, strike skip payment ("Strike Skip Payment") is available to use when you are on a union-sanctioned strike. **Strike Skip Payment is only available to union members in good standing of eligible unions and is not available to union family member Cardmembers.** To qualify for a Strike Skip Payment, your Account must be open and current and you must not have breached the Default Section of the Cardmember Agreement. Strikes existing prior to the opening of your Account do not qualify for Strike Skip Payments. The strike must be in effect for at least 30 days before you are eligible for a Strike Skip Payment. You may have four Strike Skip Payments in a rolling twelve month period. However, Strike Skip Payments or a combination of Strike Skip Payments and Skip Payments will not be approved for more than three consecutive months before a Minimum Payment is required, or if Finance Charges assessed could result in your Account exceeding its credit limit.

Skip Payment and Strike Skip Payment

To qualify for a skip payment ("Skip Payment"), you must meet our qualifications for creditworthiness at the time the Skip Payment is requested. In addition, your Account must be open and current, and you must not have breached the Default section of the Cardmember Agreement. If you qualify, you may skip two payments in a rolling twelve month period. However, Skip Payments will not be approved for any two consecutive months, or if Finance Charges assessed could result in your Account exceeding its credit limit. If you qualify, strike skip payment ("Strike Skip Payment") is available to use when you are on a union-sanctioned strike. **Strike Skip Payment is only available to union members in good standing of eligible unions and is not available to union family member Cardmembers.** To qualify for a Strike Skip Payment, your Account must be open and current and you must not have breached the Default Section of the Cardmember Agreement. Strikes existing prior to the opening of your Account do not qualify for Strike Skip Payments. The strike must be in effect for at least 30 days before you are eligible for a Strike Skip Payment. You may have four Strike Skip Payments in a rolling twelve month period. However, Strike Skip Payments or a combination of Strike Skip Payments and Skip Payments will not be approved for more than three consecutive months before a Minimum Payment is required, or if Finance Charges assessed could result in your Account exceeding its credit limit.

If you qualify, strike skip payment ("Strike Skip Payment") is available to use when you are on a union-sanctioned strike. **Strike Skip Payment is only available to union members in good standing of eligible unions and is not available to union family member Cardmembers.** To qualify for a Strike Skip Payment, your Account must be open and current and you must not have breached the Default Section of the Cardmember Agreement. Strikes existing prior to the opening of your Account do not qualify for Strike Skip Payments. The strike must be in effect for at least 30 days before you are eligible for a Strike Skip Payment. You may have four Strike Skip Payments in a rolling twelve month period. However, Strike Skip Payments or a combination of Strike Skip Payments and Skip Payments will not be approved for more than three consecutive months before a Minimum Payment is required, or if Finance Charges assessed could result in your Account exceeding its credit limit.

You are responsible for requesting all Skip Payments and Strike Skip Payments. During authorized Skip Payment and Strike Skip Payment months, no Minimum Payment will be required; however, periodic Finance Charges and any applicable charges, costs, and fees will continue to accrue. The requirement that you

make a Minimum Payment each month will resume following any skipped payment(s).

Application of Payments

We apply payments to lower APR balances before higher APR balances. This means balances subject to higher APRs will not be reduced before balances subject to lower APRs, such as Introductory or Promotional APRs, are paid off. The application of payments and Minimum Finance Charge may reduce the duration and benefit of any Introductory or Promotional rate offer.

INTEREST RATES AND FINANCE CHARGES

Interest Rates

The APRs on your Account are either fixed or variable rates as indicated on the Additional Disclosure Statement. The APR is divided by 365 and rounded to the next highest hundred thousandth of a percentage point to determine your Daily Periodic Rate. The Daily Periodic Rate is used to determine the amount of periodic Finance Charges (see Finance Charges). Variable rates are determined by adding a specified amount ("Spread") to an Index (described below).

Index For Variable Rate Accounts

Monthly Index For each billing cycle, the Index is determined in the calendar month prior to the calendar month in which the billing cycle ends. In that prior calendar month, the highest (U.S.) "Prime Rate" published in the Money Rates table of *The Wall Street Journal* is selected (the "Index"). If the Index has changed, the new variable rates will take effect as of the first day of the first billing cycle that ends on or after the first day of the calendar month following the Index change.

If a different Index is applicable to your Account, the Index will be disclosed on the Additional Disclosure Statement.

An increase in the Index will increase your applicable Daily Periodic Rates which may increase the Finance Charge due on your Account and may increase the Minimum Payment and Current Payment Due. Each time any APR changes, we will apply it to any existing balances, excluding any fixed rate Promotional or Introductory APR.

Purchase APR

For credit card purchases, the Spread (for variable rates), APR and corresponding Daily Periodic Rate are disclosed on the Additional Disclosure Statement.

Cash APR

For cash advances, the Spread (for variable rates), APR and corresponding Daily Periodic Rate are disclosed on the Additional Disclosure Statement.

Default APR

The Spread (for variable rates), APR and corresponding Daily Periodic Rate for your Default APR are disclosed on the Additional Disclosure Statement. Unless otherwise disclosed on the Additional Disclosure Statement, your Purchase APR will increase to your Default APR if any of the following circumstances occur: 1) your payment is not received until three or more days after the Payment Due Date on two occasions in a rolling 12 month period, 2) you exceed your credit limit twice in a rolling 12 month period, 3) your payment is not received until three or more days after the Payment Due Date, and you exceed your credit limit once in a rolling 12 month period or, 4) you exceed your credit limit once and your payment is not received by the Payment Due Date twice in a rolling 12 month period. Your Default APR takes effect as of the first day of the billing cycle in

which a circumstance of default outlined above occurs. Your Default APR will remain in effect until you make each Current Payment Due by the Payment Due Date and do not exceed your credit limit for 6 consecutive billing cycles. At that time, your Default APR will return to your Purchase APR.

Promotional or Introductory APR

At our discretion, we may offer you a Promotional or Introductory APR for any type of transaction. The Promotional or Introductory APR, corresponding Daily Periodic Rate, period of time for which the Promotional or Introductory APR applies, and conditions by which the Promotional or Introductory APR will be lost or be shortened are disclosed in the offer or on the Additional Disclosure Statement, if applicable. Certain promotional offers may or may not be subject to Cash Advance Fees. Any Promotional or Introductory APR offer will be subject to the terms of the offer and this Agreement.

Finance Charges

All Finance Charges will be added to the purchase balance, unless otherwise specified.

Please see the Additional Disclosure Statement for the amount of the following Finance Charges.

(a) **Minimum Finance Charge.** A Finance Charge that is assessed in lieu of a lesser periodic Finance Charge in any billing cycle in which a periodic Finance Charge is payable. The Minimum Finance Charge will be allocated to each category of transactions containing balances subject to a Finance Charge.

(b) **Periodic Finance Charges.** Periodic Finance Charges are computed by multiplying the Average Daily Balance for each category of transactions shown on the billing statement (e.g., purchases, balance transfers, cash advances) by the applicable Daily Periodic Rate and then multiplying the result by the number of days in the billing cycle. To calculate the Daily Balances, we take the beginning balance for each category of transactions each day, add any new transactions, any previous day's periodic Finance Charges, any assessed fees and charges, and subtract any payments and/or credits and we make any necessary adjustments. If a transaction posts after the beginning of a billing cycle, but the transaction occurred prior to the beginning of that billing cycle, the applicable Daily Balance and any related Finance Charge calculations may be adjusted retroactively to include the transaction amount as of the transaction date. Then, for each transaction category, we add the Daily Balances for the billing cycle together and divide the total by the number of days in the billing cycle. This is the Average Daily Balance for each transaction category. We may use mathematical formulas which produce equivalent results (including rounding or truncation) to calculate the Average Daily Balance, Finance Charge, and related amounts. For example, we may utilize computer programs or other computational methods that are designed to produce mathematically equivalent results while using fewer and/or simpler computational steps than are described in this Agreement. If the balance for any day is less than zero, we treat it as zero.

(c) **Cash Advance Fee Finance Charges.** Cash advances include all advances to get cash over the counter, through an ATM, balance transfers (if available), credit card checks (if available), or other "cash-like" transactions (such as purchasing a money order, traveler's check, casino betting chip, or a lottery ticket) as determined by us. A Cash Advance Fee Finance Charge will be assessed on the amount of each cash advance as of the date of the transaction and will be added to the cash balance.

(d) **Foreign Transaction Fee Finance Charge.** A Foreign Transaction Fee Finance Charge may be assessed on the U.S. dollar amount of transactions made in a foreign currency, as of the transaction date. The Foreign Transaction Fee assessed on purchases will be added to the purchase balance, and the Foreign Transaction Fee assessed on cash advances will be added to the cash balance. If you make a transaction in a foreign currency, the transaction will be converted by the Network, into a U.S. dollar amount in accordance with its operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, Network regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate, or (2) a government-mandated rate in effect on either (i) the applicable central processing date, or (ii) one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction or posting date. The Network may change the procedures, from time to time, at its own discretion.

(e) See the Additional Disclosure Statement for any additional Finance Charges that may be applicable to your Account.

The application of any Finance Charge, other than a periodic Finance Charge, may cause the APR on the billing statement on which this Finance Charge first appears to exceed the Nominal APR (annualized amount of periodic Finance Charges).

statement, periodic Finance Charges will not be imposed on new credit card purchases during the next following billing cycle, provided the New Balance for that next following billing cycle is paid in full by the Payment Due Date for that billing cycle. In other circumstances the Grace Period will not apply. See the Additional Disclosure Statement for the Grace Period.

(2) **Grace Period for Other Transactions** (including cash advances, balance transfers and credit card checks). Periodic Finance Charges begin to accrue on the date of the transaction and continue to accrue until payment in full is credited to the Account. There is no Grace Period on other transactions.

(3) Periodic Finance Charges will be calculated using the Daily Periodic Rate in effect on the billing statement closing date.

(4) Any request to change your billing cycle date is subject to our approval. You agree that changes based on your request may shorten any Grace Period you may have or increase the time period for which periodic Finance Charges may accrue.

(c) **Cash Advance Fee Finance Charges.** Cash advances include all advances to get cash over the counter, through an ATM, balance transfers (if available), credit card checks (if available), or other "cash-like" transactions (such as purchasing a money order, traveler's check, casino betting chip, or a lottery ticket) as determined by us. A Cash Advance Fee Finance Charge will be assessed on the amount of each cash advance as of the date of the transaction and will be added to the cash balance.

(d) **Foreign Transaction Fee Finance Charge.** A Foreign Transaction Fee Finance Charge may be assessed on the U.S. dollar amount of transactions made in a foreign currency, as of the transaction date. The Foreign Transaction Fee assessed on purchases will be added to the purchase balance, and the Foreign Transaction Fee assessed on cash advances will be added to the cash balance.

If you make a transaction in a foreign currency, the transaction will be converted by the Network, into a U.S. dollar amount in accordance with its operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, Network regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate, or (2) a government-mandated rate in effect on either (i) the applicable central processing date, or (ii) one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction or posting date. The Network may change the procedures, from time to time, at its own discretion.

(e) See the Additional Disclosure Statement for any additional Finance Charges that may be applicable to your Account.

The application of any Finance Charge, other than a periodic Finance Charge, may cause the APR on the billing statement on which this Finance Charge first appears to exceed the Nominal APR (annualized amount of periodic Finance Charges).

ACCOUNT FEES

Please see the Additional Disclosure Statement for amounts of the following fees. All fees will be added to the purchase balance, unless otherwise specified.

Annual Fee/Periodic Membership Fee

If your Account is subject to an Annual Fee or Periodic Membership Fee, you agree to pay this fee each year (or other periodic assessment if indicated on the Additional Disclosure Statement) your Account is open, or closed with a balance. You agree that this fee will be charged to your Account.

If you close your Account within the first 90 days your Account is open, the Annual Fee/Periodic Membership Fee(s) are refundable so long as you have not used the Account. The Annual Fee/Periodic Membership Fee compensates HSBC Bank Nevada, N.A. in part, for Cardmember services provided or made available to you throughout the membership year.

Late Payment Fee

A Late Payment Fee may be assessed for each billing cycle in which at least the Minimum Payment, and any amount past due, is not paid in time to be credited to the Account by the Payment Due Date.

Overlimit Fee

An Overlimit Fee may be assessed if the Account balance exceeds the total credit limit at any time during a billing cycle. We may impose this fee even if we authorize any transactions or impose any charges that cause your balance to exceed the credit limit.

Other Fees and Charges

Returned Payment Fee

A Returned Payment Fee may be assessed to the Account each time a payment check, automatic payment deduction, or other payment method is not honored or is returned unsatisfied by your bank or other financial institution. Any payment returned unsatisfied for any reason may be reposted to any type of transaction (i.e. cash advance, purchases, etc.) and Finance Charges may be reinstated back to the payment date at the APR being charged for that transaction.

Returned Check Fee

A Returned Check Fee may be assessed to the Account each time a credit card check, balance transfer check (if available), electronic check or other Account access device is returned unsatisfied by us for any reason.

Payment By Phone Fee

A Payment by Phone Fee may be assessed to the Account each time a payment is made by telephone, even if the payment is made by someone other than you. The amount of this fee will be disclosed at the time such payment is requested.

Stop Payment Fee

A Stop Payment Fee may be added to the cash advance balance when a payment of a credit card check is stopped at your request. Payment may be stopped on a credit card check by notifying us in writing or by calling us at the telephone number listed on the Account billing statement, so long as such check has not already been processed. A stop payment request must include the check number, payee, amount, and date of the credit card check on which payment is to be stopped. If a stop payment is requested by telephone, the call must be confirmed in writing within 14 days. A written stop payment will remain in effect for six months unless renewed in

Pricing Addendum

INTEREST RATES AND FINANCE CHARGES

The Annual Percentage Rates ("APR"s) on your Account are either fixed or variable rates. The APR is divided by 365 and rounded to the next highest hundred thousandth of a percentage point to determine your Daily Periodic Rate. The Daily Periodic Rate is used to determine the amount of Periodic Finance Charge. Variable rates are determined by adding a specified amount ("Spread") to an Index (described below).

Index for Variable Rate Accounts

Monthly Index Information. For each billing cycle, the Index is determined in the calendar month prior to the calendar month in which the billing cycle ends. In that prior calendar month, the highest (U.S.) "Prime Rate" published in the Money Rates table of *The Wall Street Journal* is selected (the "Index"). If the Index has changed, the new variable rates will take effect as of the first day of the first billing cycle that ends on or after the first day of the calendar month following the Index change.

Specific Rates and Fees may be determined based on your creditworthiness.

Member Purchase APR

Variable APR Accounts: Prime plus 6.74% - 19.99%; Maximum APR: 19.99%
Non-Variable APR Accounts: 18%

Balance Transfer APR

Variable APR Accounts: Prime plus 6.74% - 19.99%; Maximum APR: 19.99%
Non-Variable APR offers: 18%

Cash APR

Prime plus 15.99% - 21.74%
Minimum APR: None or 15.99%; Maximum APR: None or 19.99%

Default APR

Variable APR offers: Prime plus 21.74%
Non-Variable APR offers: 24.99%

Default APR: Your Purchase and Balance Transfer APR will increase to your Default APR if any of the following circumstances occur: 1) your payment is not received until three or more days after the Payment Due Date on two occasions in a rolling 12 month period, 2) you exceed your credit limit twice in a rolling 12 month period, 3) your payment is not received until three or more days after the Payment Due Date, and you exceed your credit limit once in a rolling 12 month period or, 4) you exceed your credit limit once and your payment is not received by the Payment Due Date twice in a rolling 12 month period.

Your Default APR takes effect as of the first day of the billing cycle in which a circumstance of default outlined above occurs. Your Default APR will remain in effect until you make each Current Payment Due by the Payment Due Date and do not exceed your credit limit for 6 consecutive billing cycles.

FINANCE CHARGES

Minimum Finance Charge: A minimum **Finance Charge** of \$1.00 will be assessed for each billing cycle in which a Finance Charge is payable.

Grace Period: 25 days after the close of the previous billing cycle on new credit card purchases, provided you paid your previous balance in full. There is no grace period on cash advances or balance transfers.

Balance Transfer Fee: 3% (\$5 minimum) – 4% (\$10 minimum) of each balance transfer

Cash Advance Fee: 4% of each cash advance (\$10 minimum).

Foreign Transaction Fee: 1% of the U.S. dollar amount on transactions made in a foreign currency, as of the transaction date.

ACCOUNT FEES

Annual Fee: \$0 - \$39

Late Payment Fee: \$15 if your balance is \$100 or less; \$29 if your balance is more than \$100 up to and including \$1,000; or \$39 if your balance is greater than \$1,000.

Overlimit Fee: \$39

Returned Payment Fee: \$35

Required insurance, debt cancellation or debt suspension coverage: None

BALANCE COMPUTATION METHOD

Average Daily Balance (including new transactions).

To calculate the Daily Balances, we take the beginning balance for each type of transaction every day, add any new transactions, any previous day's periodic Finance Charges, any assessed fees and charges, and subtract any payments and/or credits and make any necessary adjustments. Then, for each transaction category, we add the Daily Balances for the billing cycle together and divide the total by the number of days in the billing cycle. This is the Average Daily Balance for each transaction category.

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This is part of your Cardmember Agreement and Disclosure Statement ("Agreement") for your credit card Account. Please keep this with your important records.

ADDITIONAL DISCLOSURE STATEMENT

If you are no longer a current union member in good standing of an eligible union, a retired union member, a family member of a current union member in good standing, or a member of Working America, you are not eligible for this pricing and your Account may be repriced and you may not be eligible for certain benefits.

INTEREST RATES AND FINANCE CHARGES

Index for Variable Rate Accounts

Monthly Index applies to your Account.

Effective February 17, 2010, the Prime Rate (Index) will be determined in the month prior to the beginning of your billing cycle.

Annual Percentage Rate ("APR")

Specific Rates and Fees may be determined based on your creditworthiness.

	<i>Daily Periodic Rate ("DPR") and APR</i>	<i>Spread</i>
Member Purchase APR	Applies to credit card purchases, balance transfers and cash advances made by credit card check.	
	<u>Variable Rate Accounts:</u> .02736% - .05477% DPR (corresponding 9.99% - 19.99% APR); Maximum .05477% DPR (corresponding 19.99% APR)	6.74% - 19.99%
	<u>Non-Variable Rate Accounts:</u> .04932% DPR (corresponding 18% APR)	N/A
Cash APR	Applies to cash advances, excluding balance transfers and cash advances made by credit card check.	
	.05271% - .06573% DPR (corresponding 19.24% - 23.99% APR); Minimum: none to .03481% DPR (Corresponding 15.99% APR); Maximum: None or .05477% DPR (corresponding 19.99% APR).	15.99% - 21.74%
Default APR	<u>Variable Rate Accounts:</u> .06847% DPR (corresponding 24.99% APR)	21.74%
	<u>Non-Variable Rate Accounts:</u> .06847% DPR (corresponding 24.99% APR)	N/A

Finance Charges

a) Minimum Finance Charge	\$1.00
b) Periodic Finance Charge (1) Grace Period	25-day grace period on new credit card purchases, provided you paid your previous balance in full.
c) Cash Advance Fee Finance Charge	4% of cash advance amount (\$10 minimum), unless otherwise disclosed; none or 3% (\$5 minimum) - 4% (\$10 minimum) cash advance fee for balance transfers, if applicable, will apply, unless otherwise disclosed.
d) Foreign Transaction Fee Finance Charge	1% of the U.S. dollar amount on transactions made in a foreign currency, as of the transaction date.

Account Fees

Annual Fee / Periodic Membership Fee	\$0 - \$39
Late Payment Fee	The Late Payment Fee will vary based on the amount of your total outstanding balance on your Payment Due Date, and will be: \$15 if your balance is \$100 or less; \$29 if your balance is more than \$100 up to and including \$1,000; or, \$39 if your balance is greater than \$1,000
Overlimit Fee	\$39
Returned Payment Fee	\$35
Returned Check Fee	\$35
Stop Payment Fee	\$29
Research Fee	\$5 for each sales slip copy (if you request more than one) \$2 for each statement cop (if you request more than one) \$0 for each application copy