

IMPORTANT INFORMATION ABOUT THE WALMART BUSINESS CREDIT ACCOUNT

Variable Annual Percentage Rate for Purchases	16.30%
Delinquency Rate*	24.99%
Variable Rate Information	Your Annual Percentage Rate ("APR") will vary. The APR applied in any billing period will be equal to the total of (i) the highest bank prime loan rate as published in <i>The Wall Street Journal</i> in its Money Rates Section ("prime rate") on the last business day of the calendar month preceding the first day of such billing period and (ii) 11.55%.
Grace Period for Repayment of the Balance for Purchases	26 days if no previous balance or full payment is made; otherwise none.
Method of Computing the Balance for Purchases	Average daily balance (including new purchases)
Minimum Finance Charge	\$1.00 (\$0 in Puerto Rico)

Late Payment Fees: \$15 if the New Balance at the time the delinquent Minimum Payment was calculated is less than \$50.00 and \$29.00 for a New Balance of \$50.00 or more. (\$0.00 in Puerto Rico.)

*The Delinquency Rate will apply if you do not make your required Minimum Payment by the Payment Due Date two times in any six consecutive billing periods.

The information about costs of the card described above is accurate as of May 1, 2018. To find out what information may have changed, write to us at Walmart Business Credit Services, Business Credit Program, P.O. Box 965022, Orlando, FL 32896-5022. The terms of the Agreement may be changed by us as provided in the Agreement.

CONSENT TO ELECTRONIC COMMUNICATIONS

By (i) submitting an application online or (ii) registering for online or mobile services for your Account, you hereby agree to the following and this will constitute your consent for us to send you electronic communications about your Account. When you successfully consent through the online or mobile site, you have successfully demonstrated that you are able to access information we have posted on such online or mobile site.

Categories of Communications. You consent to receive communications relating to your Account in electronic form. The communications covered by your consent may include, but are not limited to, (i) the initial disclosure statement or agreement governing your Account, (ii) any disclosure required by federal, state or local law, including disclosures under the federal Truth in Lending Act, the federal Fair Credit Reporting Act, the federal Equal Credit Opportunity Act and the financial privacy provisions of the Gramm-Leach-Bliley Act, (iii) your billing statement, if you have signed up to receive electronic statements, (iv) letters, notices or alerts regarding your Account and any changes to your Account and, (v) other disclosures, notices or communications in connection with the application for, the opening of, maintenance of or collection of your Account. These electronic communications may include your name and some information about your Account, including your balance or the due date; however, we will not include your full account number or social security number. Electronic communications may be reviewed by any party with access to your Account, the e-mail account you have provided to us for delivering these communications, or the hardware or software you use to view your Account information or your e-mail account.

How to Withdraw Your Consent. You may not apply online for an Account and you may not register your Account for online services (including electronic statements or mobile alerts), unless you also provide your consent to receive electronic communications. If you have registered for online services (such as electronic statements or mobile alerts) and you wish to withdraw your consent to receive future electronic communications, you must un-enroll from each service you have elected to receive to completely withdraw your consent to receive electronic communications. Additionally, you may call customer service at the number on your credit card or billing statement to withdraw your consent.

We will not impose any fee to process the withdrawal of your consent to electronic communications. However, you will not be able to receive your billing statements electronically if you do not consent to receive electronic communications or withdraw your consent. Any withdrawal of your consent to electronic communications will be effective only after we have a reasonable period of time to process your withdrawal request.

How to Update Your Records. You agree to promptly update your e-mail address if a change occurs by updating your information through the Walmart website at www.walmart.com/creditlogin or the website listed on your billing statement or by calling customer service.

Hardware and Software Requirements. In order to access and retain electronic communications, you must have the following:

- For personal computers:
 - o Access to the Internet via dial-up, DSL, cable modem, wireless access protocol or equivalent
 - o SSL-enabled web browser that supports JavaScript
 - o Sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software
- For mobile devices (phones, tablets, eReaders, or other mobile devices with Internet browsing capabilities):
 - o Access to the Internet via dial-up, DSL, cable modem, wireless access protocol or equivalent
 - o SSL-enabled web browser that supports HTML 5, JavaScript, and CSS3
 - o Sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software

Paper Copies of Communications. Upon your request we will provide you with a paper copy of a communication that we provide you electronically. If you would like a paper copy of any material please write to us at: Synchrony Bank, P.O. Box 965022, Orlando, FL 32896-5022 or call us at the phone number listed on the back of your billing statement. There will be no charge for a paper copy of any material we have sent you electronically.

Communications in Writing. All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download a copy of this consent, the Account agreement and any other electronic communication that is important to you for your records.

Electronic Signatures. You acknowledge that by clicking on the "Submit" or similar button, you are indicating your intent to sign up for electronic communications and that this shall constitute your signature.

Federal Law. You acknowledge and agree that your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business and communicate with you by electronic means.

IMPORTANT TERMS FOR ELECTRONIC STATEMENTS

In addition to the above, if you have elected to receive electronic statements, the following information applies:

1. **Statement Inserts.** Any inserts that would be included with a statement sent by U.S. mail may also be sent to you electronically. If an insert contains legally required material, to ensure that you receive the necessary material, we may send you a paper copy of your statement in addition to making the statement available to you electronically. Any legally required insert that would not be available electronically will be sent to you by U.S. mail.
2. **Payment Information.** When you elect to stop paper statements, you must still pay at least your Minimum Payment and have it received by us by 5 p.m. (ET) on the Payment Due Date. You can do this through an electronic bill pay service (whether through this website or using a third party servicer or bank) or by mailing your payment to us at the address shown on the electronic statement. Please note, if you do not pay us electronically, the crediting of your payment may be delayed by up to five days after receipt.
3. **Returned E-mails.** If e-mails advising you of the availability of statements are returned to us, we may cancel your enrollment for electronic statements and resume sending you paper statements in the mail. If this happens, you will need to re-enroll to receive electronic statements with updated information.
4. **SPAM Filters.** We will make every effort to ensure our e-mail notifications are properly listed with all SPAM filter agencies. However, you are responsible for ensuring that any SPAM filters recognize e-mail originating from us. If you fail to receive e-mail notifications from us after enrolling for electronic statements, please check with the provider of your e-mail account and/or the SPAM filter associated with your e-mail account.
5. **Account Delinquency.** We reserve the right, at any time and without notice, to stop providing you with electronic statements and provide you with paper statements, if your account is not maintained in good standing.
6. **Cancellation.** We reserve the right, at any time, to stop providing you electronic statements and provide you with paper statements. If we do so, we will provide you with prior notice, except in the case of account delinquency. Reasons for cancellation include, but are not limited to, not viewing your last three electronic statements.

Definitions used in this consent:

- "You" and "your" mean the primary applicant or accountholder;
- "We," "us" and "our" mean Synchrony Bank;
- "Account" means your Walmart® Business Credit Card account; and
- "Billing Statement" means the billing statement for your Account.

All other terms used in this consent shall have the meanings given to them in the Account agreement.

WALMART BUSINESS REVOLVING CREDIT ACCOUNT AGREEMENT

1. DEFINITIONS: In this Agreement, the words “you” and “your” refer to the person or entity that signs the Application or on whose behalf the Application is signed. “We,” “us” and “our” refer to Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020 and any Assignee to which this Agreement and/or the indebtedness hereunder is assigned. “Account” means the Business Revolving Credit Account with us established by this Agreement and which shall be used for the purchase of merchandise and/or services from Wal-Mart Stores, Inc., and any affiliates and subsidiaries of the preceding companies (referred to herein as “Seller”) for your business use. “Credit Card” means the plastic card that you requested we issue to you under this Agreement to pay for purchases you may make from Seller from time to time under your Account.

2. PROMISE TO PAY: You may buy from the Seller merchandise (including any related services) described in the sales invoice(s) for the cash price(s) shown on such invoice(s). By signing this Agreement (if applicable), you have requested that we establish this Business Revolving Credit Account for your business use and that we permit you to finance your purchase from the Seller on credit under the terms of this Agreement. Any other terms set out in your purchase order or in any other or different form will not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a purchase. If you elect to make purchases (including mail order, Internet, catalogue and phone order, if any) under this Account from time to time, you agree to pay for all purchases charged to your Account a time/price differential (herein referred to as “Finance Charge”) and all other charges mentioned below, according to the terms of this Agreement. You understand that we will be unable to determine whether any given purchase charged on your Account was in fact authorized by and for the benefit of the business in whose name the Account is established. You agree that your promise to pay, as contained in this section of this Agreement, will apply to all purchases made by any of you whether or not the purchase was in fact authorized by and for the benefit of that business. Any person signing the Application on behalf of a business attests that the Buyer is a valid business entity or a qualified religious, educational, or other non-profit entity, or a governmental agency or instrumentality; and that the Buyer has authorized (a) the execution of the Application, and (b) the person signing the Application to execute the Application on its behalf.

3. BUSINESS PURPOSE: You agree that this Account shall be used only for purchases for commercial or business purposes, and not 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.

4. FINANCE CHARGE:

A. The Finance Charge for a billing period is calculated by applying the Periodic Rate to the Account balance subject to Finance Charge for the billing period. Except in PR, there is a minimum **FINANCE CHARGE of \$1.00** for a billing period in which a Finance Charge is assessed.

B. The Periodic Rate for your Account is the Standard Rate, unless the Delinquency Rate applies as described below. The Standard Rate for a billing period is 1/12 of the total of the Prime Rate plus 11.55%. 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 the billing period. As of May 1, 2018, the Standard Rate was **1.358% (ANNUAL PERCENTAGE RATE 16.30%)**.

C. When the Standard Rate applies, the Periodic Rate and corresponding Annual Percentage Rate may vary. If the Prime Rate increases, the Periodic Rate and corresponding Annual Percentage Rate may increase, and as a result the Finance Charge, Minimum Payment and number of payments also may increase. Any change in the Standard Rate will apply to your entire Account balance. We may select a new interest rate index if the Prime Rate is not available.

D. If you do not make your required Minimum Payment by the Payment Due Date two times in any six consecutive billing periods, the next Statement you receive will reflect the Delinquency Rate (rather than the Standard 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. The Delinquency Rate is a rate of **2.082% (ANNUAL PERCENTAGE RATE 24.99%)** and will apply to the entire Account balance. Once the Delinquency Rate applies, if you make any required Minimum Payment by the Payment Due Date in six consecutive billing periods, the next Statement you receive will reflect the Standard Rate (rather than the Delinquency 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.

5. BALANCE SUBJECT TO FINANCE CHARGE: The balance subject to Finance Charge is the Average Daily Balance of the Account. However, there is no balance subject to Finance Charge for a billing period if there is no Previous Balance on your Account for that billing period or the sum of your payments and credits on your Account during the billing period is at least equal to the Previous Balance. To determine the Account balance subject to Finance Charge, we take the beginning balance of your Account each day, which includes any unpaid Finance Charges (except in PR), and add any new Purchases and other debits for that day and subtract any payments and other credits applied that day. Late Payment Fees and Returned Check Fees are not included. This gives us the “Daily Balance” of the Account. To determine the Average Daily Balance of the Account, we add together the Daily Balances for each day in the billing period and divide the total by the number of days in the billing period. Any Average Daily Balance of less than zero will be treated as zero.

6. WHEN FINANCE CHARGES BEGIN TO ACCRUE: If there is no Previous Balance for the billing period or the sum of your payments and credits for the billing period 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 for the billing period is not at least equal to that Previous Balance, new Purchases and other charges in that billing period 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.

7. MINIMUM PAYMENT CALCULATION: You must pay at least the Minimum Payment on your Statement by 5:00 p.m. (ET) on the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. Your Minimum Payment will be: (a) the greater of: (i) \$50, (ii) the New Balance shown on your Statement times 1/12, rounded to the next highest dollar, (iii) the Minimum Payment shown on your previous month’s Statement, or (iv) the sum of the Finance Charge, the late fee and 1% of your New Balance; plus (b) any past due amounts. When your New Balance for which a Minimum Payment is due is \$50 or less, you must pay that balance, plus any past due amounts, instead of the amount resulting from the calculation described above. Under this method, the Minimum Payment will not decrease as the New Balance decreases, but it will increase if a new Purchase or other charge to your Account increases the New Balance subject to Minimum Payment above a previous high. **You may at any time pay your entire balance in full or more than the Minimum Monthly Payment.** All payments, except Disputed Payments, must be mailed or delivered to us at the address shown on your Statement (the “Payment Address”). Any payments received after 5:00 p.m. (ET) on any business day, or on any day other than a business day, will be credited on the next business day. Credit to your Account may be delayed up to five days if payment is (a) not received at the Payment Address, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., or (c) not accompanied by the top portion of your Statement.

All written communications concerning disputed amounts, including any check or other payment instrument that (a) indicates that the payment constitutes “payment in full” or is tendered as full satisfaction of a disputed amount, or (b) is tendered with other conditions or limitations, must be mailed or delivered to us at the address for billing inquiries shown on the Statement, not the Payment Address.

8. LATE PAYMENT FEE: We may impose 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. 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 \$15 for a New Balance of under \$50 and \$29 for a New Balance of \$50 or more. No Late Payment Fee will be imposed in PR.

9. RETURNED CHECK FEE: We may impose a Returned Check Fee of \$25 (\$10 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.

10. SECURITY INTEREST: To secure your obligation to us, we retain a security interest, except in PR, 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 a part thereof.

11. TERMINATION/CHANGE IN TERMS: You may at any time terminate this Agreement. We may, at any time and subject to applicable law: (a) terminate this Agreement; (b) terminate your right to make future purchases; (c) change your credit limit; or (d) change any term or condition of, or add new terms to, this Agreement relating to your Account. Unless prohibited by applicable law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to any future balances created after that date. When required by applicable law, we will mail a notice of any change(s) or addition(s) to you. Upon any termination of this Agreement you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of, this Agreement. No change to any term of this Agreement will affect your obligation or the obligation of any Personal Guarantor of this Agreement to pay, in full, all amounts owing under this Agreement or otherwise perform the terms and conditions of the Agreement or any related guaranty.

12. DEFAULT: Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you: (a) fail to make at least the Minimum Payment when due; (b) violate any other term of this Agreement; (c) become the subject of bankruptcy or insolvency proceedings; or (d) exceed the credit limit on your Account. After your default, and subject to the limitations of applicable law, we have the right to: (i) reduce your credit limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment owing on your Account is received, including Finance Charges which we will continue to impose to the date of full payment; (iii) require immediate payment of your entire Account balance, all accrued but unpaid Finance Charges (if applicable), and all fees and other charges listed in this Agreement; and (iv) bring an action to collect all amounts owed. If, after your default, we refer your Account for collection to an attorney who is not our salaried employee, we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorney's fees.

13. LIABILITY FOR UNAUTHORIZED USE: Any Credit Card issued on the Account to you by us is issued at your request and you agree to surrender it to us upon demand. You may be liable for the unauthorized use of the Credit Card. You agree to promptly notify us if your Credit Card is lost or stolen or of possible unauthorized use of your Credit Card by writing to P.O. Box 965022, Orlando, FL 32896-5022 or by calling us at 1-877-294-7548. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use and, in any case, your liability for unauthorized use will not exceed \$50. If you orally give us notice concerning loss or theft, you agree to confirm it in writing. You agree that unauthorized use does not include use by a person whom you have given authority to use the Account or Credit Card and that you will be liable for all use by such a person. To terminate that authority, you must notify us at 1-877-294-7548.

14. CREDIT REPORTS AND ACCOUNT INFORMATION: The credit of your business and the personal credit of any Personal Guarantor will be used in making credit decisions. You authorize us to investigate the creditworthiness of your business by obtaining credit reports and making other inquiries as we deem appropriate. Any individual signing the Application, including any Personal Guarantor, authorizes us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of businesses where his/her accounts are maintained. In the event that this Account is not paid as agreed, we may report the liability of your business and the Personal Guarantor, and the status of this Account, to credit bureaus and others who may lawfully receive such information.

15. INFORMATION WE USE: Because your Account is a business account, you understand and agree that all information relating to you and/or your Account, including without limitation, the purchases you make on

your Account, your application information, and your balance and payment information, may be shared with Wal-Mart Stores, Inc. for use in connection with the Walmart Business Revolving Credit Account program, including to create and update their customer records, to assist them in better serving you, and to provide you with special promotions, and that you should have no expectation that this information will remain private from Walmart. We may also share information about you and your Account with our affiliates (companies related to us by common ownership or control) or with service providers who assist us in delivering services in connection with your Account. Finally, we may share information as otherwise permitted by law.

16. TELEPHONE MONITORING: We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees and you agree to any such monitoring.

17. ADDRESS/PHONE CHANGE: You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address or any phone number.

18. CONSENT TO COMMUNICATIONS: You consent to us, as well as any other owner or servicer of your account, contacting you through any channel of communication and for any purpose, as permitted by applicable law. For informational, servicing or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you.

19. NO WAIVER BY US: We reserve the right, at any time and in our sole discretion, not to impose part or all of any fee or other amount imposed pursuant to this Agreement or not to exercise any of our other rights under this Agreement and, should we do so, we will not waive our right to impose such fee or other amount or exercise the right as set forth in this Agreement in the future. Without limiting the foregoing, we may, at our option: (a) accept late or partial payments or checks or money orders marked "payment in full" or tendered with other conditions or limitations, (b) agree to extend the due date of any payment due under this Agreement for any length of time, (c) release any security interest we have in connection with this Agreement, and/or (d) release any other person responsible under this Agreement, without notifying you or any Personal Guarantor and without releasing you or any Personal Guarantor from your obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement. You and any Personal Guarantor understand and agree that your obligation and the obligation of any Personal Guarantor to pay all amounts owing under this Agreement and otherwise to perform the terms and conditions of this Agreement and any related guaranty are absolute and unconditional.

20. CHANGE OF ADDRESS: You will notify us promptly if you change your address. We may send Statements and other notices to your address in our records until we have a reasonable opportunity to update our records with any new address for you. You agree that when we are notified that you have a new address, the terms of this Agreement specifically applicable to businesses located in your new state will apply to the entire balance of your Account.

21. CANCELLATION: We and you have the right to cancel this Agreement/Account as it relates to future purchases. You agree to return all Credit Cards to us upon notice of cancellation. You remain obligated to pay for all purchases made prior to cancellation.

22. CREDIT APPROVAL: This Account and all purchases made under it are not binding on us until your credit is approved. This Agreement will be considered approved when we give notice of approval to you.

23. GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW), AND APPLICABLE FEDERAL LAW. THE LEGALITY, ENFORCEABILITY AND INTERPRETATION OF THIS AGREEMENT AND THE AMOUNTS CONTRACTED FOR, CHARGED AND RECEIVED UNDER THIS AGREEMENT WILL BE GOVERNED BY SUCH LAWS.

24. ASSIGNMENT: We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you.

You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.

25. SEVERABILITY: If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall be valid and enforceable.

26. ENTIRE AGREEMENT: This Agreement, together with any application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

• What claims are subject to arbitration

1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or Wal-Mart Stores, Inc. if it relates to your account, except as noted below.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

• No Class Actions

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

• How to start an arbitration, and the arbitration process

1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN, ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.

3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.

4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

• Governing Law for Arbitration

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

• How to reject this section

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section.

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.

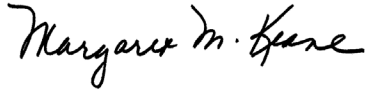
OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with 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 965022, Orlando, FL 32896-5022.**

NOTICE TO BUYER: (1) DO NOT SIGN THIS BUSINESS REVOLVING CREDIT ACCOUNT APPLICATION/AGREEMENT 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 THIS AGREEMENT. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (3) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE OUTSTANDING UNDER THIS AGREEMENT. (4) ANY PERSON SIGNING THE APPLICATION/AGREEMENT ATTESTS THAT (1) THE BUYER IS A VALID BUSINESS ENTITY IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION OF ITS ORGANIZATION, OR A QUALIFIED RELIGIOUS, EDUCATION, OR OTHER NON-PROFIT ENTITY, OR A GOVERNMENTAL AGENCY OR INSTRUMENTALITY; (2) PURCHASES MADE HEREUNDER WILL BE FOR OTHER THAN PERSONAL, FAMILY, OR HOUSEHOLD USE AND (3) THE BUYER HAS AUTHORIZED (A) THE EXECUTION OF THE

**CREDIT APPLICATION/AGREEMENT, AND (B) THE PERSON SIGNING
THE CREDIT APPLICATION/AGREEMENT TO EXECUTE THE CREDIT
APPLICATION/AGREEMENT ON ITS BEHALF.**

**WALMART BUSINESS REVOLVING
CREDIT ACCOUNT AGREEMENT**

A handwritten signature in black ink that reads "Margaret M. Keane". The signature is written in a cursive, flowing style.

Margaret Keane
President and CEO
Synchrony Bank