

SUMMARY OF RATES AND TERMS – SIMMONS BANK FOUNDATION VISA®

| Simmons Bank Foundation Visa® Card                                 |                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| INTEREST RATES AND INTEREST CHARGES                                |                                                                                                                                                                                                                                                                                                   |
| Annual Percentage Rate (APR) for Purchases                         | <b>28.24%</b><br><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                                  |
| APR for Balance Transfers                                          | <b>28.24%</b><br><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                                  |
| APR for Cash Advances                                              | <b>29.24%</b><br><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                                  |
| How to Avoid Paying Interest on Purchases                          | Your due date is at least 25 days after the close of each billing cycle. We will not charge interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances, balance transfers, and convenience checks on the transaction date. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .                                              |
| FEES                                                               |                                                                                                                                                                                                                                                                                                   |
| Annual Fee                                                         | <b>\$0</b>                                                                                                                                                                                                                                                                                        |
| Transaction Fees                                                   |                                                                                                                                                                                                                                                                                                   |
| Balance Transfer                                                   | <b>\$0</b>                                                                                                                                                                                                                                                                                        |
| Cash Advance                                                       | Either <b>\$4</b> or <b>3%</b> of the amount of each cash advance, whichever is greater.                                                                                                                                                                                                          |
| Foreign Transaction                                                | <b>2%</b> of each transaction in US dollars.                                                                                                                                                                                                                                                      |
| Penalty Fees                                                       |                                                                                                                                                                                                                                                                                                   |
| Late Payment                                                       | Up to <b>\$39</b> .                                                                                                                                                                                                                                                                               |
| Returned Payment                                                   | Up to <b>\$39</b> .                                                                                                                                                                                                                                                                               |

**How we will calculate your balance:** We use a method called “average daily balance (including new purchases).”

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the Credit Card Agreement that will be provided to you before you can begin using your new card.

**Late Payment Fee:** The Late Payment Fee is \$25 if you were not charged a Late Payment Fee during any of the prior six statement cycles. Otherwise, it is \$39. The amount of your Late Payment Fee will never be higher than your Minimum Payment Due.

**Variable Rates:** To determine your rate, we use the US Prime Rate published in the Wall Street Journal. The Prime Rate of 8.50% last published on July 27, 2023. To determine the rate offered, we apply the following formula, depending on your creditworthiness:

|                              |                                           |                          |
|------------------------------|-------------------------------------------|--------------------------|
| <u>Account Type</u>          | <u>Purchase and Balance Transfer Rate</u> | <u>Cash Advance Rate</u> |
| Simmons Bank Foundation VISA | 19.74% + Prime Rate                       | 20.74% + Prime Rate      |

TERMS AND CONDITIONS

Monitoring/Recording of Telephone Calls

You consent and agree that we, any of our affiliates, and any other persons that we authorize in accordance with applicable law, may monitor and/or record any and all telephone communications with you without any additional notice of such monitoring or recording, unless expressly required by applicable law.

Minimum Payment

The minimum payment is calculated as (i) 1% of the new balance plus all finance charges, late fees, and past due amounts OR (ii) \$10, whichever is greater.

Military Lending Act

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36%. This rate must include, as applicable to the credit transaction or account; the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; and any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees of a credit card account). Federal law requires that these disclosures be provided to you both in writing and orally. To receive the required oral disclosures, please call 800-272-2102 and select the option for Military Lending Act oral disclosures.

Consent to Our Communication

By providing a telephone number for cellular telephone or other wireless device in your application, you expressly consent to receiving communications at the number from us and our agents or designated representatives, regardless of the purpose of the communications and in any form possible and not expressly prohibited by law (including, but not limited to, prerecorded or artificial voice messages calls, text messages, and calls made by an automatic telephone dialing system). You agree that this express consent applies to any combination at each such telephone number that you provide to us now or in the future. You understand that you may incur access fees from your cellular provider in connection with these calls and message.

### Security Agreement

As a condition for the credit card account, you grant Simmons Bank a security interest in all funds in a Simmons Bank Foundation Savings Account ("Deposit Account"), as defined and outlined in the Security Agreement portion of the Simmons Bank Visa Credit Card Agreement for the Foundation Card ("Credit Card Agreement"), and deposit and maintain funds of at least 100% of the credit limit for the Simmons Bank Foundation Visa Card in the Deposit Account so long as there is a balance owed on the Simmons Bank Foundation Visa Card. You also authorize Simmons Bank to, and you must agree that Simmons Bank may, apply all of the funds in the Deposit Account to the outstanding Simmons Bank Foundation Visa Card balance if you do not pay the balance due on the Simmons Bank Foundation Visa Card as required by the Credit Card Agreement, or otherwise default under the Credit Card Agreement. Please refer to the Credit Card Agreement for additional terms and conditions governing the security interest granted to the Deposit Account.

### Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### Information Sharing

We and our Simmons Bank Affiliates may share information about you among affiliates for everyday business purposes and may share this information with other financial companies for joint marketing purposes. For more information about our information handling policies, visit us on the web at: [www.simmonsbank.com/privacy-security/privacy-policy](http://www.simmonsbank.com/privacy-security/privacy-policy).