

SUMMARY OF TERMS

See below for a summary of the rates, fees and other costs of this credit offer. The Cardmember Agreement, to be sent with the card, contains all Account terms. We may change the terms on your Account. This may include changing, adding, or removing terms. We may do this in response to the legal, business, competitive environment or other reasons not listed here. Changes to some terms may require at least 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Account.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	16.99% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	16.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	24.99% This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you make a late payment. How Long Will the Penalty APR Apply? If your APRs are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .
Fees	
Annual Fee	\$20
Transaction Fees	<ul style="list-style-type: none"> • Balance Transfer: Either \$10 or 4% of the amount of each transfer, whichever is greater. • Cash Advance: Either \$10 or 4% of the amount of each cash advance, whichever is greater.
Penalty Fees	<ul style="list-style-type: none"> • Late Payment: Up to \$35 • Returned Payment: Up to \$25

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases)”

IMPORTANT INFORMATION

The Union Plus Secured MasterCard is a secured credit card. Any credit extended under this credit card is secured by a deposit account with HSBC Bank USA, N.A. The Union Plus Secured MasterCard requires a minimum deposit of \$250 for a minimum \$250 line of credit. You must maintain a deposit account as security for this credit card account, and shall grant us a security interest in the deposit account.

If you are not a current union member in good standing of an eligible union, or a retired union member, you are not eligible for this pricing and your Account may be repriced and you may not be eligible for certain benefits. Once you become a Cardmember, if later you are no longer a current union member in good standing of an eligible union, or a retired union member, your Account may be repriced and you may not be eligible for certain benefits.

The Union Plus Secured MasterCard gives you the opportunity to build your credit through responsible use. Keep in mind that while using credit wisely can help build your credit, making late payments, exceeding your credit limit or your performance on other accounts can have a negative impact on your credit rating.

How We Apply Payments: We apply the amount of your payment equal to the Minimum Payment Due at our discretion and generally to lower APR balances before higher APR balances. We apply any payment in excess of the Minimum Payment Due on your Account to higher APR balances before lower APR balances.

Penalty APR: If you do not make your Minimum Payment Due by the Payment Due Date on two occasions in a rolling 12-month period, we may increase your APRs on future transactions to the Penalty APR.

If this occurs:

- we will provide advance notice before the Penalty APR goes into effect.
- once the Penalty APR goes into effect, if you make your Minimum Payment Due by the Payment Due Date for six consecutive billing cycles, your rates will return to the non- Penalty APRs that apply to your Account.

The information about the costs and benefits of the card described in this application is accurate as of 05/01/2012.

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Application *Please print all information*

For Bank Use Only Union Code: 014-154-7L6-33

International Union Name/Acronym		Your Union Local Number		Member Since: Year	
First Name	Middle Initial	Last Name	Jr./Sr.	Social Security No.	Date of Birth
Mailing Address		Apt. No.	City	State	Zip
If your mailing address is a PO Box, a street address is required to process your application.					
Street Address:			City/State/Zip:		
Years at Address			Home Phone	Business Phone	
<input type="checkbox"/> Own		<input type="checkbox"/> Rent		<input type="checkbox"/> Other	
Your E-Mail Address (optional)		Current Employer		Occupation	Years at Job
Applicant's Annual Salary	Other Annual Income*	Source of Other Annual Income	Monthly Housing Payment	Mother's Maiden Name (for security purposes)	

*Alimony, child support and separate maintenance income need not be disclosed if you do not wish to have them considered as a basis for repaying this obligation.

Check Here: Retired Self-Employed Citizen of: United States Other _____
(Country of Citizenship)

Credit Line/Deposit

*Required only to open the Deposit Account. This information will not be used to open the credit card account.

I have enclosed a (please select one) Cashier's Check Money Order Personal Check^{††} for a deposit of \$ _____ to open my savings account. Amount must be between \$250 and \$5,000.

(Please make check payable to HSBC Bank USA, N.A. DO NOT SEND CASH. ^{††}Allow 20 business days for processing personal check.)

All deposits are subject to verification. All items received for purposes of collection. All credits for items are provisional and accepted subject to the rules and regulations of HSBC Bank USA, National Association, and applicable law, including the Uniform Commercial Code. HSBC Bank USA, N.A., reserves the right to hold funds deposited in accordance with the Deposit Account opening disclosures that will be mailed to you.

Please make check payable to HSBC Bank USA, N.A. Complete, sign and mail with your deposit check to the following address:
Union Plus® Credit Card Program, HSBC Bank USA, N.A., P.O. Box 4045, Buffalo, NY 14240

Yes, send a second card at no charge for*: _____
Name of authorized user

*If you designate an authorized user, a credit card will be issued in that person's name. You will be solely responsible for all charges and transactions made by the authorized user and the authorized user will have no liability to the credit card issuer for those charges and transactions.

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 information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

NOTICE FOR CALIFORNIA RESIDENTS: California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply for credit in your own name.

NOTICE FOR DELAWARE RESIDENTS: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

NOTICE FOR FLORIDA RESIDENTS: You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

NOTICE FOR HAWAII RESIDENTS: An increase in the Prime Rate will increase the Interest Charge due on the Account and may increase the Minimum Payment Due. Interest begins to accrue as of the transaction date, subject to any grace period disclosed.

NOTICE FOR MAINE RESIDENTS: We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

NOTICE FOR NEW YORK RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report. New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department: 1-800-522-3330.

NOTICE FOR 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.

NOTICE FOR VERMONT RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes, or court order under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time the 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. If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

NOTE: This is a confidential application from Capital One, N.A. for review of your credit qualifications. The union has no involvement in credit review. This offer valid only for current union members in good standing of an eligible union or retired union members who reside in the United States, GU, PR, or VI.

Please send in the postage-paid application to Union Plus® Credit Card Program, HSBC Bank USA, National Association, PO Box 4045, Buffalo, NY 14240-4045.

Everything I have stated is correct, to the best of my knowledge. I understand that I must be at least the age of majority and provide a physical address to be eligible, and that Capital One, N.A. will retain this Application. I understand that by signing and returning this Application, I authorize Capital One, N.A. to obtain current credit bureau reports on me and to verify the information on my Application including my employment history, my signature and other information. This includes an evaluation of my ability to pay based on factors such as my income and/or assets and my debts and obligations.

I understand that, by applying for a Union Plus® Secured MasterCard, I will be granting a security interest to Capital One, N.A., in my Deposit Account with HSBC Bank USA, N.A., governed by the Secured Credit Card Deposit Account Control Agreement, which I will be asked to sign. I understand, based on Capital One, N.A.'s review, I will receive a credit line equal to the amount of my deposit, ranging from \$250 to \$5,000. I agree that this security interest includes and gives the exclusive right to Capital One, N.A. to redeem and collect and withdraw any part or the full amount of the Savings Account as provided by the Cardmember Agreement and Disclosure Statement, which will be sent to me with my card. In returning this signed application, I am requesting a Union Plus® Secured MasterCard Credit Card account be issued to me by Capital One, N.A., and if a credit card is issued to me, by signing, using or permitting another to use my credit card Account or credit card check, I agree to be bound by the terms and conditions of the Cardmember Agreement and Disclosure Statement, including any amendments. I also certify that I am a current union member in good standing or a retired union member. This application is a contract only when accepted by Capital One, N.A.

This Application and the Cardmember Agreement and Disclosure Statement will be governed by federal law and the laws of Commonwealth of Virginia, even if the credit card is used outside the Commonwealth of Virginia.

Please see the SUMMARY OF TERMS within this brochure for IMPORTANT INFORMATION ABOUT RATES, FEES, AND OTHER COSTS.

BY SIGNING BELOW, I agree to these terms and I agree to open a savings account with HSBC Bank USA, N.A. for at least \$250 up to a maximum deposit of \$5,000. I acknowledge that the Savings Account will not be established until all completed documents are received by HSBC Bank USA, N.A. and processed. I understand the Savings Account number will not be assigned until the Savings Account is opened.

I understand and agree that I will be granting a security interest to Capital One, N.A. in my deposit account with HSBC Bank USA, National Association.

Applicant's Initials

X
Applicant's Signature Jr. Sr. Date

Don't forget to initial, sign and enclose your check.