

VISA® BUSINESS CARDHOLDER AGREEMENT

IMPORTANT: The enclosed First Bank & Trust Business Card was issued to you at the request of your Employer. Before you sign or use the Business Card, please read this Agreement thoroughly, since it governs use of the Business Card. Please save it for future reference. To avoid unauthorized use of your Card, please sign the back of your Card immediately.

This Agreement is effective when you use the Card or the Account or if you fail to cut your Card in half and return it to us within 30 days after the date it is issued to you.

- 1. Definitions.** In this Business Card Cardholder Agreement ("Agreement"), the following definitions apply:

"Account" means the Account established in connection with the Business Card to which Charges are made.

"Billing Cycle" means the period of time covered by the Statement.

"Business Card" means the business purpose credit card designed for use by Cardholder to charge purchases of Employer-defined goods and services that are primarily for or incidental to the business of Employer, and which is issued by First Bank & Trust to Cardholder on behalf of Employer in accordance with the terms of this Agreement.

"Cardholder", "You", and "Your" refer to the individual named on the Business Card who has been authorized by Employer to be issued a Business Card, make Purchases, and incur Charges to the Account of such Business Card on behalf of the Employer in accordance with the terms of this Agreement.

"Cash Advance" means an advance of cash that, if permitted by the Employer, is charged to the Account with or in connection with a Business Card. Any cash equivalents obtained with the Card will also be treated as Cash Advances. Cash equivalent transactions include but are not limited to wire transfers, money orders, travelers checks, tax payments, gold bullion purchase, and gaming transactions or services.

"Charge" is any Account activity that has a debit value.

"Due Date" means the date that payment is due for Debt on an Account as reference on the Statement (the date printed on the Statement below the words "Payment Due Date").

"Debt" means all amounts charged to an Account, including without limitation, Purchases, Charges, and Fees, that are due and owing to First Bank & Trust.

"Employer" means the organization that authorized First Bank & Trust to issue the Business Card to you on behalf of the organization.

"Fees" means all fees that are posted to an Account and due and payable to First Bank & Trust which are associated with any Business Card. See the section entitled Fees for a description of the Fees associated with this Card.

"First Bank & Trust", "we", "us", "our", and "Bank" mean, First Bank & Trust, Brookings, South Dakota, the creditor and issuer of Business Cards and related Accounts.

"Legitimate Business Charge" is any Charge that directly or indirectly benefits your Employer.

"Purchase" means a purchase of goods or services (or both) that is charged to the Account with or in connection with a Card or Central Account.

- 2. Your Acceptance of the Agreement.** By accepting, signing, or using the Business Card or the Account established in connection with it, you are agreeing to the terms of this Agreement. If you do not agree to the terms of the Agreement,

you agree to cut the Business Card in half and return the pieces to First Bank & Trust.

- 3. Ownership of the Business Card.** The Business Card remains the property of First Bank & Trust. First Bank & Trust can revoke your right to use the Business Card at any time. First Bank & Trust can do this with or without cause and without giving you notice. You must surrender the Business Card to your Employer or to First Bank & Trust at their request.

- 4. Using Your Card.** First Bank & Trust provides charging privileges on the Business Card pursuant to an agreement with your Employer. Your Employer has authorized the issuance of the Business Card to you, which is to be used only by you and only for Legitimate Business Charges, as defined to you by your Employer. Charging privileges will be withdrawn upon: (i) abuse of Charge privileges by you (including, but not limited to, the failure of your obligation to use the Business Card for Legitimate Business charges, making illegal Purchases, failure of your obligation to make payment to First Bank & Trust, and failure of any other obligation as provided by this Agreement); (ii) termination of your employment or affiliation with your Employer; (iii) termination or suspension of the agreement between First Bank & Trust and your Employer.

You may use your Card or Account to make Purchases wherever the Card is honored. You may also use the Card to obtain Cash Advances from any financial institution that accepts the Card. If you use your Card or Account, you agree to us paying the amount owed to each merchant or financial institution which honored your Card.

If you give your Account number to make a Purchase or obtain a Cash Advance without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if the Card itself was used by you.

If we, at our option, give you a Personal Identification Number (PIN), you may use your Card to obtain a Cash Advance from any Automated Teller Machine (ATM) that bears the VISA® logo. All ATM transactions are treated under terms of this Agreement the same as Cash Advances. We have the right to restrict your access to any qualified ATM at any time. You should not keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures under the heading "Lost or Stolen Card."

- 5. Credit Line.** Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly billing statement. You agree not to make any Purchases or obtain any Cash Advances that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we demand that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement.

- 6. Billing Statements.** We will promptly send a Monthly Billing Statement ("Statement") at the end of each monthly billing cycle if your Account has a debit or credit balance greater than \$1.00. The Monthly Billing Statement will show the Previous Balance, Purchases and Cash Advances posted during the billing period, any Interest Charges, and all payments, debits, and credits to your Account through the Billing Cycle Closing Date. It will also show, among other things, your New Balance, the Minimum Payment Due, and the Payment Due Date (which will be at least 25 days after the Billing Cycle Closing Date).

- 7. Your Responsibility to Make Payment.** Your obligation to make payment to First Bank & Trust is due and payable upon the Due Date referenced on your Statement. You are liable to First Bank & Trust for payment of all Charges and Fees incurred on the Account or otherwise authorized by you, independent of any agreement or program for reimbursement that may exist between you and your Employer. In certain circumstances, unless prohibited by law, your Employer may

decide to pay First Bank & Trust directly for business-related Charges made to your Business Card, but you are still liable for all Debt associated with the Account. Certain Charges may be billed directly to your Employer and will appear on your Statement as a memorandum item only. In the event that your Employer refuses to pay these Charges and/or Debt and they are later billed to your Account, you agree to pay such Debt in full.

- 8. Irregular Payments and Delay in Enforcement, Waivers and Releases.** We can accept late payments, partial payments, checks and money orders marked "paid in full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them and can waive or delay enforcing a right against one of you without waiving or delaying it as to the other. No waiver by us of any default shall be effective unless in writing nor operate as a waiver of any other future default. We can release you in whole or in part without affecting your obligations under this Agreement.

- 9. Minimum Payments.** You may pay your New Balance each month, or you may pay in monthly installments. If you decide to pay in monthly installments, you must pay at least the Minimum Payment Due shown on your Statement by the Payment Due Date. The Minimum Amount Due will also include any amount past due and any amount by which your Account exceeds its credit limit. You may pay more than the Minimum Payment Due and may at any time pay your total balance due. We will apply payments to amounts owed on your Account based on applicable laws.

If your New Balance is greater than \$20.00, then the Minimum Payment Due will be the greater of \$20.00 or 3% of your total outstanding balance, plus any Late Fee, and any amount that is delinquent. If the New Balance is less than \$20.00, you pay only the New Balance. When we calculate the Minimum Payment Due, it will be rounded to the next highest \$5.00 increment.

Your Account is not in good standing if at any time we do not receive at least the Minimum Payment Due by the 60th day after the Payment Due Date shown on the Statement.

- 10. INTEREST CHARGES.** Your Account is subject to the following Interest charges, each of which will be charged to your Account as a Purchase:

Periodic Interest Charges. An **INTEREST CHARGE** is imposed on Purchases beginning on the date the Purchase is posted to your Account. No **INTEREST CHARGE** will be imposed on your Purchases if the Previous Balance shown on your Statement is zero and you pay your New Balance in full by the Payment Due Date shown on your Statement. An **INTEREST CHARGE** is imposed on Cash Advances beginning on the date they are obtained and continues until the balance of your Account is paid in full. There is no time in which you can pay the balance of Cash Advances in order to completely avoid an **INTEREST CHARGE**.

THE **INTEREST CHARGE** is determined by multiplying the Average Daily Balance for Purchases and for Cash Advances outstanding during the monthly billing cycle by the monthly Periodic Rate. The monthly Periodic Rate for Purchases and Cash Advances is 1.158%, which is equivalent to an **ANNUAL PERCENTAGE RATE** of 13.9%.

The Average Daily Balance is computed by taking the beginning balance of your Account on each day, calculated separately for Purchases and Cash Advances, adding new Purchases and Cash Advances and subtracting any payments and credits. Any resulting credit balance is treated as a zero (\$0.00) balance. This gives us the daily balance. The daily balances are then added together and divided by the number of days in the billing cycle to get the Average Daily Balance.

Minimum Interest Charge. The minimum Periodic **INTEREST CHARGE** each billing cycle, based on the Periodic Rate, is \$5.00.

Cash Advance Fee. In addition to the **INTEREST CHARGE** on Cash Advances calculated by application of the Periodic Rate, there is an **INTEREST CHARGE** of 3% (minimum \$5.00), whichever is greater, for each Cash Advance posted to your Account that month.

Replacement Card Fee. If at any time you request a replacement credit card due to loss, damage, theft, or destruction of your current credit card, you may be charged a Replacement Card Fee of \$5.00. No replacement Card will be allowed on the third lost or stolen Card. This fee is an **INTEREST CHARGE**.

11. **FEES.** Your Account is subject to the following fees, each of which will be charged to your Account as a Purchase:

Pay by Phone Fee – Pay By Phone is an Optional Payment Service. You may pay your account online or you may request to make your payment by phone using our optional telephone payment service. Each time a representative of ours helps expedite your payment, you agree to pay us \$5.00. Our representatives are trained to tell you this amount if you decided to use this optional telephone payment service.

Rush Card Fee. If you request a rush delivery of your Card, you may be charged \$30.00.

Late Fee. If we do not receive a payment from you in at least the amount of your Minimum Payment Due by the Payment Due Date shown on any Monthly Billing Statement, you may be charged a Late Fee equal to the amount of the Minimum Payment Due up to a maximum of \$25.00.

Returned Payment Fee. If you make a payment on your Account and your check or other payment instrument is not honored for any reason or cannot be processed, we may charge a Returned Payment Fee equal to the amount of the Minimum Payment Due up to a maximum of \$25.00.

Account Handling Fee. If you are in default of this Agreement and it is necessary for us to place restrictions on your Account, you may be charged an Account Handling Fee of \$25.00. If these restrictions cause your Card to be retained and returned to us, you agree to pay all charges associated with recovering your Card.

Reinstatement Fee. If we close your Account due to your default and we later reinstate your Account at your request, you may be charged a Reinstatement Fee of \$25.00.

Statement Copy Fee. If you request a copy of a Monthly Billing Statement, you may be charged a Statement Copy Fee of \$2.50 per page.

12. **Default/Collection Costs.** Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice, if: (a) your Minimum Payment Due is not received by the Payment Due Date; (b) you make Purchases or obtain Cash Advances in excess of your credit line; (c) you become insolvent or are a party to a bankruptcy proceeding; (d) in the case of an Account with co-obligors where either of you request termination of the other; (e) you or a co-obligor dies; (f) you provide false information to us, misuse the Account or Card or violate any term of this Agreement; (g) any judgment or lien is filed against you; or (h) we reasonably believe that your ability to repay your obligations to us has been materially impaired. We shall also have the right to all remedies provided by law including, without limitation, closing or refusing to renew your Account and demanding return of your Card(s). If we refer your Account for collections to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney and, whether an attorney is retained, all court and other collection costs (including and amounts actually incurred by us in recovering your Cards(s)).

13. **Refusals to Honor Card.** We are not responsible for refusals to honor your Card. And, except as otherwise required by law or regulations, we will not be responsible for merchandise or services purchased through use of your Card.

14. **Termination.** We may terminate your privileges under the Agreement or cancel or limit your privileges to make Purchases or obtain Cash Advances at any time, with or without cause, without notice or liability. If we ask, you must return your Card(s) to us, cut in half. You agree that you will not try to make any Purchases or obtain Cash Advances after you have been notified that your privileges to use your Account have been cancelled. You may cancel this Agreement by returning all Cards issued on your Account to us, cut in half. Your or our termination or cancellation will not affect your existing obligations under this Agreement.

15. **Notices.** We will send statements and any other notices to you at the address shown in our files. You promise to inform us promptly in writing of any change in your address. In determining your last known address, we can accept address corrections received from the U.S. Postal Service.

16. **Changes in Agreement Terms.** We can change any term of this Agreement, including the rate at which or manner in which interest charges are calculated, at any time upon such notice to you as is required by law. At our option, any change will apply both to your new activity and to your outstanding balance when the change is effective. If you do not wish to be subject to the change, you must notify us in writing within 25 days of the effective date of the change and close your Account. Use of the Card after the effective date of the change is deemed acceptance of the new terms.

17. **Exchange of Information Between First Bank & Trust and Your Employer.** First Bank & Trust may furnish information concerning your use of the Business Card, including any delinquency, to your Employer, which may include your direct supervisor. Your Employer may furnish information about your use of the Business Card and the Account, and any pertinent information about any reimbursement of Charges received by you from your Employer, Cardholder delinquency information, Cardholder employment status and location and any other related Cardholder tracking information to First Bank & Trust. By participating in international programs or transactions, you and your Employer agree that First Bank & Trust may transfer and use such transaction information to process international transaction requests by the Employer or Cardholder to merchants, processors, and service providers. You consent to such use and transfer of such information.

18. **Arbitration.** "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any controversy or claim of any type or nature between you (or any co-signer, co-obligor, guarantor, joint user or authorized user) and us or our employees, officers, directors, attorneys, and other representatives and agents, arising out of or in any way relating to this agreement, including this arbitration agreement. You agree that this is a contract involving interstate commerce which is subject to the Federal Arbitration Act and that any Dispute shall be settled by binding Arbitration in accordance with the applicable rules and procedures of the American Arbitration Association ("AAA"), except as modified herein with the sole exception of collection actions by us relating to your Account. You and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between the parties. You further agree to waive any claim for punitive damages to the extent permitted by law. The arbitrator otherwise has the ability to award all remedies otherwise available by statute, at law or in equity to the prevailing party including the recovery of reasonable attorneys' fees and the costs of arbitration, as determined by the arbitrator. Judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. **YOU UNDERSTAND THAT YOU WILL NOT HAVE THE RIGHT TO GO TO COURT, TO HAVE A JURY TRIAL, TO ENGAGE IN PRE-ARBITRATION DISCOVERY (EXCEPT AS PROVIDED FOR IN THE ARBITRATION RULES), OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS**

PERTAINING TO ANY DISPUTE. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION. If any portion of this Arbitration Agreement is subsequently deemed unenforceable, the enforceability of any other provision of this Arbitration Agreement shall not be affected and the unenforceable term shall be amended such that it is enforceable to the maximum extent permitted by law.

19. **Venue and Jurisdiction.** You consent to be subject to the jurisdiction and venue of the Circuit Court for the Third Judicial Circuit, State of South Dakota, and agree that such court shall be the sole and exclusive jurisdiction and venue of all court actions of disputes or claims arising from or relating to this Agreement or the Account relationship.

20. **Applicable Law.** This Agreement is entered into in the State of South Dakota where the decision to grant credit is made and in which payments will be received. Therefore, this Agreement will be governed by the laws of the State of South Dakota without giving reference to its conflict of law provisions. If there is any conflict between any of the terms and conditions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with the law. The other provisions of the Agreement shall not be affected.

21. **Foreign Currency Transactions.** If you effect an international transaction at a merchant that settles in a currency other than U.S. dollars the rate used to determine the transaction amount for such transactions is generally either a government mandated rate or a wholesale rate determined by Visa® for the processing cycle in which the transaction is processed, and may be increased by an adjustment factor established from time to time by Visa®, The rate used on the processing date may differ from the rate that would have been used on the purchase or cardholder statement posting.

If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, VISA® will convert the charge into a U.S. dollar amount. Visa® will use its currency conversion rate used to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by Visa® for the processing cycle in which the adjustment factor established from time to time by Visa®. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase or cardholder statement posting date.

For each purchase transaction in a foreign currency that has been converted into a U.S. dollar amount by Visa, we may pass along the Foreign Transaction Fee in the amount provided to us by Visa.

23. **Lost or Stolen Card.** 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 through our agent at 1-800-259-0112 orally of the loss, theft, or possible unauthorized use. You may also notify us in writing of loss, theft, or possible unauthorized use at CARD SERVICES PO Box 6000, Brookings, SD 57006. You should also notify your Employer in accordance with your Employer's instructions.

24. **Error Resolution.** You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 14 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will only re-credit your account for errors or problems as required by law. Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in this agreement. If you tell us orally, we

may require your complaint or question in writing within 14 business days. If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances. You may ask for copies of the documents that we used in our investigation.

**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 us [on a separate sheet] at the address listed on your bill. Write to 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.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- 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 credit card 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 Interest 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 Interest charges related to any questioned amount. If we didn't make a mistake, you may have to pay Interest 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 that it is due.

If you fail to pay the amount that 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 that 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. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that 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 your home state, within 100 miles of your current mailing address; and
- (b) The Purchase price must have been more than \$50.00.

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

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	13.9%
APR for Balance Transfers	13.9%
APR for Cash Advances	13.9%
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 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 \$.50.

Fees	
Annual Fee	None
Transaction Fees	None Up to 1% of each transaction converted to U.S. dollars. Either \$5 or 3% of the amount of each cash advance, whichever is greater.
<ul style="list-style-type: none"> • Balance Transfer • Foreign Transaction Fee • Cash Advance 	
Penalty Fees	Up to \$25 Up to \$25
<ul style="list-style-type: none"> • Late Fee • Returned Payment 	
Other Fees	\$25 -If it is necessary to place restrictions on account \$2.50 per page \$5 \$25 \$30 \$5
<ul style="list-style-type: none"> • Account Handling Fee 	
<ul style="list-style-type: none"> • Statement Copy Fee • Pay By Phone Fee • Reinstatement Fee • Rush Card Fee • Lost/Stolen Replacement Card Fee 	

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement

The information about costs of the card described in this application is accurate as of 11/21. The information may have changed after this date. To find out what may have changed, write us at: PO Box 6000, Brookings, SD 57006.