

BUSINESS CREDIT CARD AGREEMENT

This BUSINESS CREDIT CARD AGREEMENT (“**Agreement**”) and the Account-Opening Disclosure accompanying this Agreement contain the credit and payment terms and conditions for the credit card (“**Card**”) issued to you by the issuing financial institution. It replaces any previous terms provided to you for your Card. Please note that some terms vary depending on the Card type and on the issuing financial institution and those terms are controlled by the Account-Opening Disclosure. 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. The words “**we**,” “**us**” and “**our**” refer to the issuing financial institution, its successors and assigns.

You will be deemed to have accepted the Card and the terms and conditions of this Agreement if you sign the back of the Card or use the Card or authorize an employee to use the Card. Any person signing the application for the Card on behalf of a business attests that the business is a valid business entity, a qualified non-profit entity or a governmental agency or instrumentality; and that the entity has authorized (a) the execution of the application and entering into this Agreement and (b) that such person has authority to execute the application and enter into this Agreement on behalf of the entity.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND KEEP THEM FOR FUTURE REFERENCE.

1. BUSINESS PURPOSE. By entering into this Agreement, you have requested that we establish your business credit card account (“**Account**”) for business use. You agree that the Account will be used only for commercial or business purposes, and not for personal, family or household purposes. In this respect, you understand that your agreement not to use the Account for personal, family or household purposes means that important duties imposed on us, and important rights conferred on consumers, 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 Card transaction conforms to a “business purpose”. You agree that a breach by you of this “business purpose” representation will not affect our rights to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy available to us even if that remedy would not have been available had the Account been established as a consumer account.

2. USING YOUR CARD. You may use your Card to obtain goods or services everywhere it is accepted (each a “**Purchase**”). You agree to use the Card only for purchases that are lawful and are permitted under this Agreement. Even if you use the Card for an illegal or impermissible transaction, you will be responsible for all amounts and charges incurred in connection with the transaction.

GAMBLING TRANSACTIONS PROHIBITED: You may not use your Card to initiate any type of gambling transaction.

INTERNET GAMBLING TRANSACTIONS PROHIBITED: You may not use your Card to initiate any type of electronic gambling transaction through the Internet.

You may have outstanding balances owed on other business credit cards transferred to the Card (each a “**Balance Transfer**”). A transaction fee may be assessed on Balance Transfers. If you are assessed a transaction fee, it will be added to other amounts which are subject to an INTEREST CHARGE, as described below, in the same manner as Purchases.

You may also use your Card to obtain a loan from your Account by presenting it to any institution that accepts the Card for that purpose or you may use your Card to make a withdrawal of cash at an automated teller machine (**ATM**). Each of these transactions is treated as a “**Cash Advance**” on your Account. Card usage at ATMs will require use of a personal identification number (**PIN**). We may in our discretion consider certain transactions to be the equivalent of Cash Advances, and we reserve the right to treat them as Cash Advances under this Agreement. Those transactions may include: using the Card or Account to purchase wire transfers, money orders, money orders that are not issued by a financial institution or are not in U.S. currency, traveler’s or convenience checks, lottery tickets, and similar instruments we consider to be the equivalent of cash, and tax payments. A transaction fee may be assessed on transactions considered Cash Advances. If you are assessed a transaction fee or an access fee or surcharge at an ATM to perform a Cash Advance with your Card, these fees will be added to other amounts which are subject to an INTEREST CHARGE, as described below, in the same manner as Cash Advances.

We are not responsible if anyone refuses to honor the Card or for any failure of an ATM to process a Cash Advance request. We will have no responsibility for merchandise or services purchased with the Card, unless purchased from us.

3. PROMISE TO PAY. In return for our extending credit to you on this Account from time to time, you promise to pay us in U.S. dollars the total amount of all Purchases, Balance Transfers, Cash Advances, INTEREST CHARGES, and other fees or charges that may be due as shown on your Periodic Statement. If you pay in other than U.S. dollars, except where prohibited by applicable law, we may refuse to accept the payment or we may charge your Account the costs to convert your payment to U.S. dollars. Payment by check must be drawn on funds on deposit in the U.S. To the extent permitted by applicable law, we can accept late payments, partial payments, or checks and money orders marked “Payment in Full” without losing any of our rights under this Agreement, and you agree to our reservation of rights under such circumstances. Payments received by 5:00PM CT at the address shown on the Periodic Statement on a business day will be credited to your Account on the date received. Payments received after 5:00PM CT or on a non-business day (Saturday/Sunday/Holiday) will be credited to your Account on the next business day.

We will be unable to determine whether any Card transaction charged on the Account was in fact authorized by and for the benefit of the business for which the Account was established. You agree that your promise to pay will apply to all Purchases, Balance Transfers and Cash Advances on the Card whether or not the transaction was in fact authorized by and for the benefit of your business.

4. CREDIT LIMIT. Your credit limit is stated on the Card carrier you received with the Card and will be disclosed on the Periodic Statement. The total amount of all Cash Advances on your Account may be limited by a cash advance limit, which may be smaller than the total credit limit on your Account. We may increase or decrease your credit limit and/or cash advance limit anytime, and will provide notice to you if required by applicable law.

We will only permit you to use your Account for more than your credit limit if we authorize the transaction. You will still be responsible for paying us the amount over your credit limit without limiting any of our rights under this Agreement. We may charge you an over limit fee, as described below.

5. PERIODIC STATEMENT. Each month that there is an outstanding balance on the Account, we will send you a Periodic Statement as of the closing date of your billing cycle. The Periodic Statement will include transactions for all Cards issued to employees. Purchases, Balance Transfers, Cash Advances, payments, INTEREST CHARGES and other fees and charges, and any adjustments or credits posted to your Account since the closing date of your previous statement will appear on your Periodic Statement. You must pay at least the Minimum Payment Due by the Payment Due Date shown on the statement. The Payment Due Date is the same day of each month, at least 25 days after the closing date of the billing cycle appearing on the Periodic Statement.

You must notify us immediately of any change in the mailing address to which we send Periodic Statements.

You may view transactions on your Card periodically at www.bancardservicesonline.com.

6. MINIMUM PAYMENT DUE. You may pay all or any part of your outstanding balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date reflected on each Periodic Statement, even if you paid more than the Minimum Payment Due in any previous month. In all cases, the Minimum Payment Due will be rounded to the next highest whole dollar amount and reflected as such on each Periodic Statement. Any past due amount and/or any amount exceeding your credit limit may be included in the Minimum Payment Due.

7. INTEREST CHARGES. We will impose an INTEREST CHARGE on each balance within each Account type (Purchases, including Balance Transfers, and Cash Advances) by applying a Monthly Periodic Rate (MPR) to the "Average Daily Balance", which is shown on your Periodic Statement, and by assessing certain fees that are explained below. We may charge interest at different rates for our two types of Account transactions: Purchases (including Balance Transfers) and Cash Advances. The MPR and the Interest Rate, expressed as an Annual Percentage Rate (APR), appear on the Account-Opening Disclosure.

PURCHASES AND BALANCE TRANSFERS. An INTEREST CHARGE will be imposed on Purchases, including current transactions and Balance Transfers, if you did not pay in full the Previous Balance as shown on your current Periodic Statement by the Payment Due Date. No INTEREST CHARGE will be imposed on Purchases and Balance Transfers in the next billing cycle if you pay in full the New Balance by the Payment Due Date as shown on your current Periodic Statement. If imposed, all INTEREST CHARGES are computed for current transactions from the date of posting. We figure the INTEREST CHARGE on the Purchases and Balance Transfers on the Account by applying the Purchase Interest Rate to the Average Daily Balance of Purchases and Balance Transfers on your Account (including current transactions).

CASH ADVANCES. An INTEREST CHARGE is imposed on all Cash Advances, including current transactions, from the posting date of each Cash Advance transaction. There is no grace period for payment of Cash Advances. The INTEREST CHARGE is imposed as long as any Cash Advance remains unpaid. We figure the INTEREST CHARGE on the Cash Advances on your Account by applying the Cash Advance Interest Rate to the Average Daily Balance of Cash Advances on your Account (including current transactions).

AVERAGE DAILY BALANCE. To get the "Average Daily Balance" we take the beginning balance of your Account type each day, add any new transactions made that day and any debit adjustments, then subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance", including current transactions. We make this calculation separately for Purchases (including Balance Transfers) and for Cash Advances. There will be a Minimum INTEREST CHARGE of \$.50 in any billing cycle in which the INTEREST CHARGE resulting from application of the MPR would be less than \$.50.

INTEREST RATE. For the first six (6) months after the Card is issued, there may be an introductory Interest Rate for Purchases and Balance Transfers as shown on the Account-Opening Disclosure. After six (6) months, the Interest Rate for Purchases and Balance Transfers changes to a fixed or variable rate as described below and as shown on the Account-Opening Disclosure. There is no introductory Interest Rate for Cash Advances.

If your Account has a fixed Interest Rate, it will be shown as such on the Account-Opening Disclosure. If it has a variable Interest Rate, that is determined by adding a margin to the highest Prime Rate reported in the Money Rates Section of the Midwest Edition of the Wall Street Journal (WSJ) on the date provided on the Account-Opening Disclosure. Depending on your Card, these adjustments may be monthly or quarterly (January, April, July, and October of each year), semi-annually or annually. The margins we apply are disclosed in the Account-Opening Disclosure provided to you with your Card. The margins are generally lower for Purchases and Balance Transfers than for Cash Advances.

If the Prime Rate increases, the MPR and corresponding APR will increase accordingly on variable rate Cards, or, if the Prime Rate decreases, the MPR and corresponding APR will decrease accordingly. Any such increase or decrease will take effect at the start of the full Periodic Statement billing cycle during which the rate change occurred. Any balance outstanding prior to the current cycle is subject to the rate in effect when the interest is calculated. An increase in the APR will result in increased INTEREST CHARGES. The increase may result in an increase to your Minimum Payment Due.

COMPOUNDING INTEREST. To the extent permitted by applicable state law, on a monthly basis, unpaid INTEREST CHARGES will be compounded and unpaid INTEREST CHARGES and other unpaid charges will be consolidated into your Account balance. In this way, unpaid INTEREST CHARGES and other unpaid charges from prior billing cycles will be subject to and included in, the calculation of the new INTEREST CHARGES.

8. AUTHORIZATION FOR ELECTRONIC DEBIT. When you provide a check for payment, you authorize us to use information from your check to make an electronic fund transfer from your checking account or to process the payment as a check

transaction. If we process your check electronically, funds may be withdrawn from your bank account as soon as the same day we receive your check.

9. LOST OR STOLEN CARDS. If you notice the loss or theft of your Card or a possible unauthorized use of your Card or Account, you should write to us immediately at: **BANCARD Center, PO Box 3038, Evansville, Indiana 47730-3038** or call us at **309-736-3740** or **1-877-954-0190**. You will not be liable for any unauthorized use that occurs after you notify us. You may be liable for unauthorized use that occurs before your notice to us. In most cases your liability will not exceed \$50.

However, if ten (10) or more Cards are issued on your Account for use by your employees at your request, you will be liable for all unauthorized use of your Cards or Account before notification to us unless your liability is limited or increased by Visa or MasterCard liability rules. You may only impose liability on your employees for unauthorized use of a Card as authorized by federal law and regulation.

You may authorize others to use your Account. Unauthorized use does not include use of a Card by an authorized user in an unauthorized manner. You promise to pay for all Purchases, Balance Transfers and Cash Advances made by anyone you authorize to use your Account with or without a Card, whether or not you notify us that he or she will be using the Account and whether or not he or she exceeds any limits imposed by you on his or her use of the Card. If another person has use of your Account and you want to end that person's privilege, you must notify us in writing. In order to avoid unauthorized use, you should recover and return to us cut in half, any Card in that person's possession.

10. DEFAULT. We may consider your Account in default if any of the following events occur: (a) you fail to make a required payment when due or when delinquent as determined by applicable state law; (b) you use this Account or Card in excess of the credit limit; (c) you make any material representation to induce us to extend credit which proves untrue; (d) if you are a natural person, you die; (e) if you are an organization, you cease to exist; (f) if you are an organization, you change your legal structure so that the person obligating the organization to this Agreement is no longer authorized to bind it to legal agreements; (g) you breach any of the terms of this Agreement; or (h) your bankruptcy, insolvency, fraud or misrepresentation. If we determine that an event of default has occurred, we shall have such rights and remedies as are available to a creditor under any applicable federal or state law, including but not limited to the right to close your Account, revoke the privileges attaching to any or all cards, accelerate payment and demand the total outstanding balance to be paid. We do not have to notify you or demand payment to take these actions, unless applicable law requires that we give notice of a right to cure your default.

11. COSTS OF COLLECTION. You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorneys fee, as permitted by applicable state law.

12. SECURITY INTEREST. If you give a security interest in your deposit account(s), your deposit account(s) will secure your Account. You may not withdraw amounts that have been specifically pledged to secure your Account until we agree to release all or part of the pledged amount. You authorize us to apply the balance in your deposit accounts to pay any amounts due on your Account if you should default. Collateral securing other loans you have with us may also secure this loan, except that a dwelling will never be considered as security for this Account, notwithstanding anything to the contrary in any other agreement.

13. AMENDMENTS AND CHANGE IN TERMS. We have the right to change the terms of this Agreement and the attached Account-Opening Disclosure from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law, the change will apply to your existing Account balance as well as to future transactions.

14. CHANGING OR TERMINATING AUTHORIZED USERS. Upon your request, we may issue additional cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your Account. Your letter must include the name of the authorized user and your Account number and/or any subaccount number issued to the authorized user along with the authorized user's Card. If you cannot return the authorized user's Card, please contact us immediately.

15. ANNUAL MEMBERSHIP FEE. An Annual Membership Fee may be charged to your Account for the privilege of having the Card as shown on the Account-Opening Disclosure. Any such charge would be subject to an INTEREST CHARGE in the same manner as Purchases. The Annual Membership Fee is payable whether or not you use the Card.

16. SERVICE FEES. We may charge you a reasonable charge for photocopies and reprints of Account and transaction documents which you may request and for other special services as allowed by law. We may assess a charge not to exceed \$20 per hour, or for any portion thereof, for research performed on your account per your request, whether performed by us or our service provider. Any such charge would be subject to an INTEREST CHARGE in the same manner as Purchases.

17. CURRENCY CONVERSION RATE. When making Purchases, including Balance Transfers, receiving Cash Advances, or making payments in foreign currency, the exchange rate will be the rate of the processing bank on the day it is processed by them, and this exchange rate may not necessarily be the same rate quoted to you by the merchant on the date of Purchase. Your Periodic Statement will reflect the exchange rate applied.

18. OVER LIMIT, RETURNED CHECK, LATE PAYMENT, AND OTHER FEES. The following fees may be assessed as specified below. The amounts are disclosed in the Account-Opening Disclosure provided to you with your Card. If any such fee is imposed, the unpaid amount may be subject to an INTEREST CHARGE in the same manner as Purchases.

OVER LIMIT. For any billing cycle in which you exercise the right to exceed your credit limit, you may be charged, and you agree to pay us, an Over Limit Fee. You owe this fee even if we authorize the transaction which causes your Account to exceed its credit limit. Any Over Limit Fee, and the amount exceeding your credit limit, will be added to your Account balance, and the amount exceeding your credit limit may be added to the Minimum Payment Due for the current billing cycle. The Over Limit Fee will only be

imposed once per billing cycle and, if your Account remains over the credit limit, once in each of only 2 subsequent billing cycles, unless you have obtained an additional extension of credit in excess of your credit limit, in which event, similar fees may be imposed.

RETURNED CHECK. We will charge you a Returned Check Fee each time you pay us with a check that is returned unpaid. This fee will also apply if a debit transaction to a deposit account from which you have authorized us in writing to periodically deduct all or a part of an amount you owe us under this Agreement is returned unpaid.

LATE PAYMENT. For any Minimum Payment Due that is not paid by the Payment Due Date shown on your Periodic Statement, or not paid by the end of a grace period shown on your Periodic Statement as may be required by applicable law, you may be charged, and you agree to pay us, a Late Payment Fee, which will be added to your Account balance. You will not be charged a penalty INTEREST CHARGE.

OTHER FEES. We may assess a fee if you request a replacement card.

19. CREDIT INFORMATION. The credit of your business and the personal credit of any guarantor will be used in making credit decisions. You authorize us to investigate your credit record in connection with your application for credit. We may examine your credit record in association with any update, renewal, extension, change in credit limit, and collection action of the Account.

You agree that we may release information in our records regarding you and your Account in order to comply with any properly served subpoena or similar request issued by any state or federal agency or court. Furthermore, we may share our credit experience on your Account with credit reporting agencies and other creditors who we reasonably believe are doing business with you. You agree that we may provide Account information to any third party who we reasonably believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act and/or applicable state law.

If you fail to fulfill the terms of your credit obligations under this Agreement, you understand that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency. If you believe we are inaccurately reporting information related to this Account to the credit bureau, you may notify us by writing to **BANCARD Services, PO Box 3038, Evansville, Indiana 47730-3038**.

20. CARDHOLDER LIABILITY. All persons who use the Card are individually and together responsible for any outstanding balance. If two or more persons are responsible to pay for any outstanding balance, we may refuse to release any of them from liability until all of the unexpired Cards outstanding under the Account have been returned to us and the outstanding balance has been paid in full. Even though the Card and your Account are revoked or terminated, you agree that your obligations and our rights under this Agreement will remain in effect until all balances on your Account incurred before or after revocation or termination are paid in full. You may cancel your Account by notifying us in writing at **BANCARD Services, PO Box 3038, Evansville, Indiana 47730-3038** and returning every Card to us cut in half. You will still be responsible to pay any amount you owe us according to the terms of the Agreement.

21. GOVERNING LAW. Unless otherwise stated, all transactions are final only when accepted by us. Transactions and this Agreement are and shall be construed as contracts subject to applicable federal law and the laws of Iowa or Illinois where our main office is located.

22. BILLING ERRORS. You agree to accept Periodic Statements that we mail you as being correct unless you notify us in writing of alleged errors within the time prescribed by law. If you have notified us that an amount is in dispute, you need not pay that amount until the dispute is resolved. However, you must pay at least the required Minimum Payment Due unless the entire statement balance is in dispute.

23. NOTIFICATION OF CHANGE IN LEGAL STRUCTURE, OFFICERS OR OWNERS. If you are an organization, you agree to notify us within 10 days of any change in your legal structure or any change in your officers or owners.

24. PREAUTHORIZED PAYMENTS ON ACCOUNT. When you completed your credit card application with us, you may have authorized us to perform pre-authorized transfers from a checking or savings account maintained by you to make periodic payments to your Account. Your written authorization would have indicated whether a checking or savings account should be used for making such automatic payments. As you authorized, we will generate an automatic payment on the payment due date or the Friday before the payment due date if that date is a Saturday or Sunday from the specified account for: (1) the amount of the unpaid billed Minimum Payment Due when your Account cycles; (2) the New Balance as shown on the applicable Periodic Statement; or (3) the set amount you designated to be paid as an automatic payment. Under number 3, you understand that if the Minimum Payment Due for any billing cycle is greater than the fixed amount you designated, the automatic payment amount will be the Minimum Payment Due. You authorize us to debit the designated checking or savings account for the Minimum Payment Due amount rather than the fixed amount under these circumstances. Under number 3, you also agree that if the designated fixed payment amount is greater than the New Balance, the automatic payment amount will be New Balance amount rather than the designated fixed amount. In any case, you have the right to stop payment of any pre-authorized transfer of funds to pay on your Account by notifying us orally or in writing at least five (5) business days before the scheduled date of the transfer. We may require you to provide written confirmation of a stop payment order within 14 days of your oral notification. If so, we will inform you of this requirement and the address where confirmation must be sent when you provide us with oral notification of a stop payment. Any oral stop payment you provide us ceases to be binding after 14 days if you fail to provide the required written confirmation as we may request. The Periodic Statement concerning your Account constitutes written notice to you of the amount of funds and date of transfer for each such pre-authorized payment on your Account.

25. DISCLAIMER OF WARRANTIES. You specifically disclaim all warranties of any kind, express or implied, arising out of or related to the Card, including any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

26. INDEMNIFICATION. You agree to indemnify and hold us harmless from and against any and all losses, claims, damages, liabilities, judgments or amounts paid in settlement (or actions, suits, proceedings or investigations in respect thereof) including reasonable attorneys' fees, resulting from, relating to or arising out of this Agreement except to the extent such losses result from our gross negligence or willful misconduct.

27. DISPUTE RESOLUTION. Any controversy or claim between us arising out of or relating to this Agreement, other than collection by us of amounts due under this Agreement, shall be determined by binding arbitration. You agree and understand that there is no right to trial by jury and the arbitrator will have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages. The arbitration will be conducted (a) in the metropolitan area where the Account is held; (b) before one arbitrator designated by you and us, or if we cannot agree on the designation of an arbitrator within 60 days of a request by either party for binding arbitration, by an arbitration association; (c) in accordance with the United States Arbitration Act (Title 9 of the United States Code), notwithstanding any choice of law provision in this Agreement; and (d) under the arbitration rules in effect at the time of the filing of the demand for arbitration. The arbitrator's award will be final and in writing and will include a statement of the reasons for the award. Judgment upon the award may be entered in any court having jurisdiction.

28. MISCELLANEOUS.

- (a) If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable;
- (b) We can choose not to exercise or to delay enforcement of our rights without losing any of them;
- (c) We may send Account materials (Cards, Periodic Statements and notices) to any person listed on your Account, and that person will be responsible for delivering those materials to the other person authorized to use your Account. Notice to any one of you will be considered notice to all of you;
- (d) Cards are issued with an expiration date. We have the right not to renew your Account. Without limiting our rights provided in the section of this Agreement entitled "Default," we have the right to revoke the privilege attached to any or all cards, cancel the Cards and terminate this Agreement as to future Purchases, Balance Transfers or Cash Advances at any time for any reason. All Cards are our property. You agree to immediately surrender all Cards to us or our designee upon demand;
- (e) We may sell, assign or transfer your Account or any portion of it without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent;
- (f) If there is a credit balance on your Account or you make an overpayment which creates a credit balance, we will apply it to future amounts owed. If you ask, we will refund any credit balance greater than \$1.00, and in any event we will refund any credit balance greater than \$1.00 no later than 180 days from the date the credit balance was created; and

Information contained in this Agreement is current as of the printing date shown, and is subject to change. You may write to us at **BANCARD Services, PO Box 3038, Evansville, Indiana 47730-3038** for changes since this document was printed.