

Subject to Interest”), and then add together the resulting “interest” from each category. We determine the average daily balance separately for the Purchase, Cash Advance and Balance Transfer categories. To get the average daily balance in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of each of those Account categories (including any billed but unpaid interest, fees and other charges), add any new interest, fees and other charges, and subtract any payments or credits applied against the Account balances that day. We add Purchases, Cash Advances, and Balance Transfers to the appropriate balances for those categories on the applicable transaction dates. Billed but unpaid interest on Purchases, Cash Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Cash Advance transaction fees are added to the Cash Advance balance of an Account on the transaction date. Any billed but unpaid fees on Purchases and other charges are added to the Purchase balance of an Account on the date they are charged to the Account. Billed and unpaid interest, fees and other charges will be included in the average daily balance of all Accounts that accrue interest (the “Amount Subject to Interest”) and will reduce the amount of credit available. If the average daily balance of any category of Purchase, Cash Advance or Balance Transfer is at least \$0.01 in any billing cycle, an Account will be subject to a minimum FINANCE CHARGE of \$0.50 in that cycle.

(h) You will not pay interest on the amount of any Purchase appearing on an Account Statement for the first time if all Debt shown on that Account Statement is paid in full by that Account Statement’s Due Date, and all Debt shown on the preceding Account Statement was also paid in full by that preceding Account Statement’s Due Date. There is no grace period for transactions that post to an Account as Cash Advances or Balance Transfers. Those transactions are subject to interest from the date they are made until the date they are paid in full.

(i) We may, at our option, offer you limited time introductory or promotional interest rates for all or part of the Purchase, Cash Advance, or Balance Transfer balances in an Account. We will tell you the introductory or promotional rate and the period of time during which it is in effect in the offer. Unless an offer states otherwise, an introductory or promotional rate will generally remain in effect until the last day of the billing cycle in which the introductory or promotional rate expires, the date an Account is closed to future transactions, or the date an Account becomes past due because a Minimum Payment is not received in full on or before its Due Date, whichever occurs sooner. Any introductory or promotional rate that applies to New Balances or outstanding balances will increase to the standard rate that would otherwise apply, or when appropriate under the terms of this Agreement, a Delinquency Rate will be applied if we do not receive at least the Minimum Payment due by the Due Date shown on an Account statement in any month.

(j) In addition to the “interest” portion of the FINANCE CHARGES, for each Account you agree to pay the following FINANCE CHARGES, as well as the other fees and charges listed below:

- (i) A FINANCE CHARGE in the form of a Promotional Transaction Fee for each Promotion received during a billing cycle – the fee will be in the amount set forth in any Promotional Discount offer extended by us and will be charged to the Purchase, Cash Advance, or Balance Transfer balance of each Account as set forth in the Promotional Discount offer;
- (ii) A Late Payment Fee in the amount of \$20.00 – the fee will be charged to the Purchase balance of an Account if the Minimum Payment for that Account is not received by us by the end of business 5 days after the Due Date shown on the Account Statement;
- (iii) An Over-limit fee of \$20.00 – the fee will be charged to the Purchase balance of an Account if the outstanding Debt on the Account exceeds the Credit Limit established for the Account at any time during the Account’s billing cycle;
- (iv) An Annual Fee of \$39.00 – the fee will be charged to the Purchase balance of an Account on the first anniversary of the account opening and every year thereafter;
- (v) A Returned Payment Fee of \$20.00 – the fee will be charged to the Purchase balance of an Account if any payment is not honored or if we must return it to you because it cannot be processed;
- (vi) A Returned Convenience Check Fee of \$20.00 – the fee will be charged to the Purchase balance of an Account or the Cash Advance balance of an Account depending on how the Convenience Check is being posted;
- (vii) A Convenience Check Stop-Payment fee of \$20.00 – the fee will be charged to the Purchase balance of an Account or the Cash Advance balance depending on how the Convenience Check is being posted; and
- (viii) A Convenience Check copy fee of \$20.00 – the fee will be charged to the Purchase balance of an Account for each copy of a returned convenience check;
- (ix) A Document copy fee of \$15.00 – the fee will be charged to the Purchase balance of an Account for each copy of a monthly statement, sales slip, refund slip, or Cash Advance slip that you request (there will be no charge for documentation requests made in connection with a billing error notice, if our investigation indicates a billing error occurred);
- (x) Research fee of \$15.00 / hour – the fee will be charged to the Purchase balance of an Account for time we spend to research an item regarding your

account at your request (there will be no charge for documentation requests made in connection with a billing error notice, if our investigation indicates a billing error occurred);

- (xi) A Rush PIN fee of \$10.00 – the fee will be charged to the Purchase balance of an Account if you or a Cardmember request a PIN rush-delivered via Fed Ex;
- (xii) A Credit Card Replacement fee – we may add a fee to the Purchase balance of an Account if you or a Cardmember request a replacement card. This fee is based on the delivery type requested. If you or a Cardmember request a replacement via standard mailing the fee is \$5.00. If you or a Cardmember request a replacement which is shipped 2 business days after the request is received the fee is \$25.00. If you or a Cardmember request a non-emergency delivery shipped via Fed Ex 1 day after the request is received the fee is \$65.00. If you or a Cardmember request an emergency card replacement which is shipped at the time the request is received the fee is \$105.00;
- (xiii) A photo card fee of \$5.00 – the fee for each customized image a Cardmember requests be printed on their card.

**16. Security Interest.** Under this Agreement, no security interest is retained in your property to secure the Debt; provided, however, if we are permitted by law to retain a security interest in your property to secure the Debt and a security interest is retained or may in the future be retained by us in a separate security agreement or other agreement which references this Agreement or your obligations to us in general, then that security interest shall secure the Debt. To the extent any one or more Persons are identified in our records as being a Guarantor, or to the extent we consider one or more Persons as being a Guarantor, then, in such event, this Agreement and the Debt is secured by the unconditional, joint and several guaranty of each Guarantor as set forth in this Agreement.

**17. Changes in Interest Rates, Fees, and Charges to this Agreement.** We may change the interest rates, transaction fees, late fees, and other fees or charges for each Cardmember’s Account and this Agreement periodically. We may also change other terms and conditions of this Agreement periodically. You will be given at least thirty (30) days’ prior written notice of each change, directed to your address last appearing on our records. If we have not received written notice of your desire to opt out of the change prior to the effective date of the change, it will mean that you have agreed to the change. If you opt out of the change prior to the change becoming effective, all Accounts will be closed and you will have the right to continue to pay the Debt in the same manner and under the same terms and conditions as then in effect under this Agreement.

**18. Card Cancellation/Revocation or Suspension of Use.** You may cancel a Cardmember’s Account and Card for any reason (including, without limitation, the death of the Cardmember) by providing us with written notice of cancellation of that Account and Card. Subject to Section 12, you will be liable to us for all Debt, howsoever and by whosever incurred. If the Debt outstanding in a Cardmember’s Account exceeds the Credit Limit at any time, we may suspend, without notice, the Cardmember’s right to use the Cardmember’s Account and Card and all services we provide to the Cardmember under this Agreement until such time as that excess is paid to us in full.

We may cancel and revoke a Cardmember’s right to use the Cardmember’s Account and Card at any time without notice. The Cardmember must also promptly surrender the Cardmember’s Card to us at our request or at your request.

#### 19. Termination.

- (a) You or we may terminate this Agreement at any time by giving written notice of termination to the other. We must direct our written notice to your address last appearing on our records. Your written notice must be directed to us at our address, P.O. Box 14542, Des Moines, IA 50306-3542.
- (b) The occurrence of any one of the following events has the effect of putting you in default and we may terminate this Agreement at once without giving you any notice, if:
  - (i) you become insolvent or bankrupt;
  - (ii) someone files a petition in bankruptcy against you;
  - (iii) you make an unauthorized assignment for the benefit of your creditors;
  - (iv) you institute, or someone else institutes, any proceedings for the dissolution, liquidation or winding-up of your affairs;
  - (v) you institute, or someone else institutes, any other type of insolvency proceeding involving your assets under the U.S. Bankruptcy Code or otherwise;
  - (vi) you cease or give notice of your intention to cease to carry on business or make or agree to make a bulk sale of your assets without complying with applicable laws, or you commit an act of bankruptcy;
  - (vii) you fail to pay any Debt or to perform any other obligation to us as required under this Agreement;
  - (viii) you make any statement or representation to us that is untrue in any material respect when made;
  - (ix) there is, in our opinion, a material adverse change in your financial condition; or
  - (x) any Guarantor terminates such Guarantor’s guaranty of the Debt.
- (c) Upon termination of this Agreement under this Section 19, you must pay all Debt for each Account to us at once, without our having to make demand on you for payment, and you must ensure that each Cardmember destroys the Cardmember’s Card. If you gave the financial institution guaranteeing your Account a security interest or other

deposit, we may use the deposit amount to pay any amount you owe.

- (d) On termination of this Agreement under this Section 19, interest shall continue to accrue on all Debt and it will accrue at the ANNUAL PERCENTAGE RATE described in Section 15 as the “Delinquency Rate” until the Debt is paid in full. Also, termination of this Agreement under this Section 19 shall not terminate:
  - (i) your obligations to us on all transactions and other matters under this Agreement that occur prior to the date of such termination;
  - (ii) all interest and all fees and other charges as shall have accrued or as shall continue to occur or accrue to us with respect to such transactions;
  - (iii) the indemnity provided by you in Section 23 of this Agreement, the arbitration provisions in Section 24, the waiver of jury trial provision of Section 25 and any other provisions intended by their terms to survive termination.
- (e) In addition to your other liabilities to us under this Agreement, if you fail to comply with your obligations to us under this Agreement, you will be liable to us for: (i) all court costs and reasonable attorneys’ fees and expenses we incur through any legal process to recover any Debt, and (ii) all costs and expenses we incur in reclaiming any Card.

#### 20. Problems with a Purchase.

Subject to Section 33:

- (a) we are not responsible for any problem a Cardmember has with any Purchase; and
- (b) if the Cardmember has a problem or dispute with a merchant regarding a Purchase, you must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant.

We will not be responsible if a Card is not honored by a merchant at any time and, subject to Section 33, for any other problem or dispute a Cardmember may have with a merchant. As well, we reserve the right to deny authorization of any Purchase, Balance Transfer, or Cash Advance at any time.

**21. Settling a Disputed Balance - Payment in Full.** If you want to settle a disagreement with us about any amount you owe by sending a check on which you have written “Payment in Full” or similar language, you must send us a written explanation of the disagreement or dispute and any such check to P.O. Box 14542, Des Moines, IA 50306-3542. (See “Your Billing Rights” in Section 33 for complete details.) This address is different than the address you use to make scheduled payments on the Debt. Writing “Payment in Full” or similar language on the check will not be enough to resolve the dispute. If we collect a check or any payment instrument marked “Paid in Full” that you sent to an address other than the one provided in this Section (such as the address at which you normally make payments), we will not have waived our right to collect any remaining amount you owe us under the terms of this Agreement.

**22. Disclaimers of Warranties and Liabilities.** You specifically disclaim as to us, MasterCard U.S.A., Inc., and MasterCard International all warranties of any kind, express or implied, arising out of or related to the Card or any core service or supplemental services provided in connection therewith, including, but not limited to, any warranty of MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE or NONINFRINGEMENT, each of which is expressly waived.

**23. Indemnification.** You shall indemnify and hold harmless us and our affiliates, as well as our and their respective shareholders, directors, officers, members, managers, employees, and agents, from and against any and all losses, claims, damages, liabilities, judgments, or amounts paid in settlement (or actions, suits, or proceedings, or investigations in respect thereof), including reasonable attorneys’ fees (collectively, “Losses”) resulting from, relating to or arising out of this Agreement except to the extent such Losses solely result from, arise out of or relate to the gross negligence or willful misconduct of us, our affiliates, or our or their respective shareholders, directors, officers, members, managers, employees, or agents.

**24. Arbitration.** All irresolveable disputes or claims concerning this Agreement (excluding termination of this Agreement by us as provided in this Agreement) will be decided by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association (“AAA”) and Title 9 of the U.S. Code. Arbitration hearings will be held in Des Moines, Iowa, or such other location as mutually agreed upon. A single arbitrator will be appointed by the AAA and will be a judge or attorney with experience or knowledge in banking transactions. The arbitrator will award the filing and arbitrator fees to the prevailing party. A judgment on the award of the arbitrator may be entered by a court. All disputes or claims regarding any matter which is the subject of this Agreement shall be brought within one year from the date of the accrual of the cause of action. You agree that we shall be entitled to temporary or permanent injunctive relief from any court of competent jurisdiction to enforce the provisions of and to restrain or prevent any breach, default or further violation by you under this Agreement, without being required to post any bond or other security whatsoever. In the event of arbitration or litigation regarding the term, performance or subject matter of this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys’ fees.

**25. Waiver of Jury Trial.** To the extent permitted by applicable law, you expressly and irrevocably waive any and all rights you may have to a trial by jury in any action, suit or proceeding of any nature resulting from, arising out of or related to this Agreement. You

acknowledge that the foregoing waiver is knowing and voluntary.

#### 26. Exchange of Information Between You and Us.

- (a) Information about a Cardmember’s use of the Cardmember’s Account and Card, and pertinent information about any reimbursement of Debt received by the Cardmember from you, Cardmember employment status and location, and any other related Cardmember tracking information may be exchanged between you and us.
- (b) You understand that by providing your mailing address, e-mail address, telephone number or facsimile number to us, you are consenting to receiving from us and other members of TMG Financial Services, Inc. (defined in Section 27(e) below) communications sent by or on our behalf, or by or on the behalf of any member of TMG Financial Services, Inc., via regular mail, e-mail, telephone, facsimile or other form of communication or delivery of a communication.

**27. Account and Card Ownership, and Assignment.** We are the owner of each Account and Card. Neither a Cardmember nor you have the right to assign or transfer this Agreement, any Card or any Account to anyone else, and any transfer or attempted transfer shall be null and void. We may assign this Agreement to any affiliated Person or to any other Person who is a bank, financial institution or other creditor. We may also assign or delegate certain of our rights and responsibilities under this Agreement to third party service providers, and such third party service providers may do the same.

**28. Notice.** All notices under this Agreement shall be given in the following manner: Unless otherwise specified in this Agreement, all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given if sent by personal delivery, mail, telegram, or facsimile, addressed, in the case of notice to us, to P.O. Box 14542, Des Moines, IA 50306-3542 and in the case of you, to your address as shown on our records.

**29. Complete Agreement, etc.** This Agreement constitutes the complete agreement between you and us with respect to the subject matter hereof. No failure on our part to exercise, and no delay by us in exercising, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by us of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by us under this Agreement.

**30. Equal Credit Opportunity Disclosure.** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the legal capacity to enter into a binding contract), because all or part of the applicant’s income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. If you believe you have been discriminated against, you should send your complaint to: P.O. Box 14542, Des Moines, IA 50306-3542.

**31. Credit Bureau Disputes.** If you believe we inaccurately reported credit history information about you or any of the Accounts to a credit bureau, you may telephone us using the Cardmember Services number on the Account Statement or write us at P.O. Box 14542, Des Moines, IA 50306-3542. We will promptly investigate the matter and if we agree with you, we will contact each credit reporting agency to which we reported and request a correction. If, after our investigation, we disagree with you, we will inform you in writing or by telephone how to submit a statement to those agencies for inclusion in your credit report.

#### 32. Our Billing Rights.

THE FOLLOWING SETS FORTH YOUR BILLING RIGHTS AND YOU WILL KEEP THIS NOTICE FOR FUTURE USE

In case of errors or questions about a transaction, you will notify us in writing at P.O. Box 14542, Des Moines, IA 50306-3542. You will write to us as soon as possible, but no later than sixty (60) days after we sent the first Account Statement where the error or problem appeared.

You will write to us on a separate sheet of paper and will not send the notice on the Account Statement or other material that accompanied the Account Statement. You also can telephone us using the Cardmember Services number on the Account Statement, but doing so will not preserve your legal rights under this Section or applicable law. In your letter to us, you will include the following information:

- (i) your name and the Cardmember’s name and the number of the Account on which there is an error or question;
  - (ii) the dollar amount of the suspected error;
  - (iii) the date the transaction occurred (if possible); and
  - (iv) a description of the error and an explanation in as clear terms as possible of why you believe there is an error, or if you need more information, you will describe the information you need.
- (v) your signature

If you have authorized us to pay your Account Statement automatically from a deposit account, you can stop the payment on any amount you believe is wrong. To stop the

payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

We must acknowledge your letter within thirty (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 statement was correct. After we receive your letter, we cannot try to collect any amount you questioned or report the Account as delinquent. We can continue to bill you for the amount you questioned, including Finance 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 the Account that are not in question.

If we find that we made a mistake on your Account Statement, you will not have to pay any Finance Charges related to the questioned amount. If we did not make a mistake, you may have to pay Finance 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 (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your Account Statement. 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.

We may use a microfilm, electronic, or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish your liability for the Debt. Upon request, we will provide you with a microfilm, electronic, or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt.

#### Special Rules for Credit Card Purchases:

If you have a problem with the quality of property or services that are purchased with a Card issued pursuant to this Agreement and you have tried in good faith to correct the problem with the merchant, under certain circumstances you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right and both must apply: (i) the purchase must have been made in the Cardmember’s home state or, if not within the Cardmember’s home state, within one hundred (100) miles of the Cardmember’s current mailing address, and (ii) the purchase price must have been more than \$50. The forgoing two conditions do not apply if we own or operate the merchant or if we mailed the advertisement for the property or services to the Cardmember. This paragraph does not apply to the use of a check guarantee card or a debit card in connection with an overdraft credit plan, or to a check guarantee card used in connection with cash advance checks. This paragraph only applies to a transaction that would be considered a consumer credit transaction under applicable law.

**33. Guaranty Agreement.** Each Guarantor, jointly and severally (if more than one), unconditionally guarantees the payment, when due, to us, or any holder, assignee or transferee of this Agreement or any Account, of all Debt (no matter how it is incurred, for what it is incurred or who has incurred it) from time to time owing under this Agreement or any Account and the payment upon demand of the entire amount of Debt owing under this Agreement or any Account in the event of default in payment by any Person or Persons obligated thereon.

Each Guarantor, to the extent not prohibited by law: (i) waives notice of acceptance of this guaranty; (ii) waives notice of, or any right of prior approval or consent with respect to, or any defense or claim arising out of or relating to any extensions in time of payment or other indulgences or concessions granted or extended to any Person or Persons obligated under this Agreement or any Account; and (iii) waives all other notices and rights to which each Guarantor is otherwise entitled by law or in equity; and each Guarantor agrees to pay all amounts owing hereunder, upon demand, without requiring any action or proceeding against any Person or Persons obligated under this Agreement or any Account, or any of their property. This guaranty is a present guaranty and it shall continue until thirty (30) calendar days after the date of receipt by us of a written termination of guaranty executed by any Guarantor so terminating such Guarantor’s guaranty, such notice to be given to us at P.O. Box 14542, Des Moines, IA 50306-3542. If this guaranty is terminated by a Guarantor as provided in the preceding sentence, such termination shall apply only to credit extended by us after the end of said thirty (30) day notice period and such termination shall not apply to any other Debt. Termination of this guaranty by one Guarantor shall not terminate the guaranty of any other Guarantor. If suit is brought to enforce this guaranty agreement, each Guarantor agrees to pay our reasonable attorneys’ fees, or those of any holder, assignee or transferee of this Agreement. The consideration for this guaranty agreement is our agreement to extend credit as set forth in this Agreement and this guaranty agreement is being given to enhance your credit, and has been offered by each Guarantor to us and accepted by us for such purpose and to further secure and ensure payment of all of the Debt owing from time to time under this Agreement or any Account.

**34. Application.** This Agreement is incorporated in and has been made a part of the application for credit you gave us at the time you applied for the credit to be extended by us under or pursuant to this Agreement.



## Business MasterCard Agreement and Disclosure Statement

## ATIRACredit Business MasterCard Agreement and Disclosure Statement

In this Agreement, please remember that “we,” “our,” and “us” mean TMG Financial Services, the issuer of this account; and “you” and “your” mean the Member.

This Agreement sets out your responsibilities and obligations, those of each Cardmember and Guarantor, and our responsibilities and obligations with respect to the Cards, the Accounts and all Debt charged to each Account.

### ACCEPTANCE OF AGREEMENT

Any one or more of the following acts or actions shall signify that you have read and understand, and that each Cardmember and Guarantor has read and understands the terms and conditions of this Agreement, and shall constitute your agreement, as well as the agreement of each Cardmember and each Guarantor, to be fully bound by the terms and conditions of this Agreement: (i) the acceptance by you or any Cardmember of a Card; (ii) the use of any Card or Account by you or any Cardmember; or (iii) the accessing of any Card or Account by you or any Cardmember.

### NOTICE TO CARDMEMBERS

Each Cardmember shall be individually liable for the payment of, and shall pay on our demand all Debt which may be owing from time to time from or on account of any and all use by a Cardmember, or anyone who has actual, implied or apparent authority, of any usage which is not authorized under this Agreement (i.e., a use not primarily for or incidental to your business). The liability of the Cardmember shall be in addition to and not in lieu of your liability and the liability of each Guarantor, which liability shall continue for any and all uses as provided in this Agreement.

### TERMS AND CONDITIONS

**1. What the Words Mean.** In this Agreement, please remember that:

“**Account**” means the ATIRACredit Business MasterCard account we have opened in a Cardmember’s name to which Debt is or will be charged;

“**Account Statement**” means our written statement of the Account that we prepare for a Cardmember about every three (3) or four (4) weeks;

“**Aggregate Credit Limit**” means the maximum aggregate amount of Debt that can remain outstanding and unpaid at any time in the Accounts of all Cardmembers under this Agreement;

“**Agreement**” means this ATIRACredit Business MasterCard Agreement and Disclosure Statement, together with (i) your application given to us when you applied for the Cards, Accounts, your welcome letter, and all this ATIRACredit Business MasterCard Agreement and Disclosure Statement, and (ii) all supplements, addenda, amendments, modifications, changes, renewals, extensions, substitutions, and replacements to this ATIRACredit Business MasterCard Agreement and Disclosure Statement;

“**Application**” shall have the meaning given to such term in Section 34 below and the Application shall be and the same is one of our “records” as such term is used in the definition of “Member” and the definition of “Guarantor”;

“**Authorized Person**” means any Person you have designated as being authorized to ask us to open an Account and issue a Card to a Cardmember under this Agreement and to perform administrative duties for you under this Agreement;

“**Balance Transfers**” means the transfer of outstanding balances by a Cardmember to the Cardmember’s Account from credit accounts issued by Persons other than us or any of our affiliates;

“**Card**” means any MasterCard Business credit card we issue to a Cardmember on an Account in the Cardmember’s name at the request of an Authorized Person under this Agreement, and all renewals of and replacements for that credit card;

“**Cardmember**” means an individual for whom we have opened an Account and to whom we have issued a Card on that Account at the request of an Authorized Person under this Agreement;

“**Cash Advance**” means an advance of cash that is charged to a Cardmember’s Account with or in connection with the Cardmember’s Card (or any other eligible Account access card we have issued to the Cardmember), including, without limitation, cash-like transactions, which are transactions similar to cash, e.g., money orders, wire transfers, travelers’ cheques, Convenience Checks and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, and lottery tickets);

“**Consolidated Pay Account**” means an account where one monthly statement is provided to the guarantor listing the transactions made and payments due for all authorized users on the account;

“**Convenience Checks**” means drafts that look like other checks, but are drawn on credit available in a Cardmember’s Account;

“**Credit Limit**” means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Cardmember’s Account under this Agreement;

“**Debt**” means all amounts charged to a Cardmember’s Account from time to time and at any time with or in connection with the Cardmember’s Card, including Purchases, Cash Advances, Balance Transfers, Convenience Checks, Finance Charges, annual fees, transaction fees, late fees, attorneys’ fees, and other fees or charges;

“**Due Date**” means the date indicated as such on an Account Statement;

“**Guarantor**” means the Person, if any, identified in our records as the Person who has guaranteed payment of all Debt charged to each Account, or whom we consider as being the Person who has guaranteed such payment, and with respect to our records regarding the identity of such Person or our understanding regarding such identity, our records or understanding shall be conclusive; and if there is more than one Person who has guaranteed payment of all Debt, such Persons shall be jointly and severally liable to us for all Debt.

“**Individual Pay Account**” means an account where each Cardmember on the account receives a monthly statement listing only that Cardmember’s transactions made and payment due;

“**Member**” means the Person identified in our records as the Person who is primarily liable for the payment of all Debt charged to each Account, or whom we consider as being the Person primarily liable, and with respect to our records regarding the identity of such Person or our understanding regarding such identity, our records or understanding shall be conclusive; and if there is more than one Person who is primarily liable for the payment of all Debt charged to each Account, or whom we consider as being the Person primarily liable, such Persons shall be jointly and severally liable to us for all Debt.

“**Minimum Payment**” means the amount indicated as such on an Account Statement, which will be the greater of \$40 or 2% of the total outstanding balance, unless the New Balance is less than \$40 in which case the Minimum Payment will be the amount of the New Balance;

“**New Balance**” means the amount indicated as such on an Account Statement;

“**Periodic Rate**” means the percentage of Finance Charge that is applied to the average daily balance of Cash Advances, Balance Transfers, and Purchases for a period. A “monthly” Periodic Rate is used in this Agreement. The monthly Periodic Rate will be equal to 1/12th of its corresponding ANNUAL PERCENTAGE RATE and the monthly Periodic Rate will vary when the ANNUAL PERCENTAGE RATE varies.

“**Person**” means firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations, not-for-profit organizations, municipality entities and other organizations, including public and quasi-public bodies, as well as individuals (i.e., natural persons);

“**Personal Identification Number**” means the personal identification number that a Cardmember has selected in our prescribed manner;

“**Purchase**” means a purchase of goods or services (or both) that is charged to a Cardmember’s Account with or in connection with the Cardmember’s Card;

“**Statement Date**” means the date indicated as such on an Account Statement; and

“**Unauthorized Use**” means the use of a Card or a Convenience Check by a Person, other than a Cardmember, who does not have actual, implied, or apparent authority for such use, and from which neither you nor a Cardmember receives any benefit. Unauthorized Use does not include or mean the use of a Card by you or any Person who has an ownership interest in you, or by a Cardmember or a Person authorized by a Cardmember, or by any other Person with an interest in or authority to transact business on the Account. Unauthorized Use also does not include or mean the use of a Card by a Cardmember for a purpose which is not primarily for or incidental to your business.

**2. General Terms of Agreement.** This Agreement applies to each Account and Card. This Agreement replaces all prior Business MasterCard agreements, if any, between you and us for each Account and Card.

You must promptly give us up-to-date credit and financially-related information about you and about each Guarantor, if any, when we ask for it, as well as any other information we may request regarding your business and its operations.

You have the power and authority to perform and take all actions contemplated by this

Agreement, and this Agreement is a valid, binding, and enforceable agreement against you in accordance with its terms. You will provide us upon request such documents or other information as we may deem necessary to verify your power and authority.

The section headings in this Agreement appear only for ease of reference purposes. They shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa.

This Agreement is governed by the laws of the State of Iowa, without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

**3. Authorized Person.** One or more individuals will be designated by you from time to time as an Authorized Person to assist you in the administration of this Agreement. The Authorized Person will be responsible for performing, on your behalf, such administrative duties as we may request and you have agreed to from time to time.

**4. Account Opening/Card Issuance and Renewal.** We will open an Account for, and will issue a Card on that Account to, a Cardmember at the request of an Authorized Person made on a fully completed request form that we have prescribed for this purpose.

Subject to our rights under the terms of this Agreement to cancel, revoke, or suspend a Cardmember’s Account and Card, we will issue renewal and replacement Cards to each Cardmember before the expiration date indicated on the Card last issued to each of them. We will continue to issue renewal and replacement Cards to each Cardmember in this way until you tell us to stop; the Cardmember tells us to stop; we cancel, revoke, or suspend the Cardmember’s Account or Card; or this Agreement is terminated. An emergency replacement Card will be issued by us to a Cardmember when required according to our customary operating procedures.

**5. Account and Card Use.** The use of each Account and Card is governed by this Agreement. A Cardmember may use the Cardmember’s Account and Card primarily for or incidental to your business to obtain advances of money from us through Purchase transactions, Cash Advance transactions, Balance Transfer transactions, Convenience Checks and other transactions we permit from time to time. An Account and Card may only be used by the Cardmember in whose name it has been opened or issued. A Card may not be used for any unlawful purpose. A Card may not be used in any country that is subject to economic sanctions imposed by the U.S. government, and any attempted use of a Card in such countries will be blocked. A Card may not be used in connection with online gambling or to fund any account that is set up to facilitate online gambling. A Cardmember must not use the Cardmember’s Card after the expiration date shown on it, or after the cancellation, revocation, or suspension of the Cardmember’s Account or Card or the termination of this Agreement. It is your responsibility to inform each Cardmember of the appropriate use of the Cardmember’s Card, and the use of a Card by a Cardmember in a manner which is not permitted under this Agreement shall not affect or limit your liability to us for all Debt charged to each Account.

**6. Foreign Transactions.** Outside the 50 states of the United States, a Cardmember may use a Card for Purchases from merchants or to receive a Cash Advance (other than a Convenience Check) in either a foreign currency or in U.S. dollars. MasterCard International will convert to U.S. dollars any charge or credit made to a Cardmember’s Account in currency other than U.S. dollars. The conversion will be pursuant to applicable MasterCard regulations in effect from time to time. Currently, the exchange rate between the transaction currency and the billing currency used for processing international transactions is (i) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. In addition to the exchange rate, we will charge a processing fee of 1% of the transaction amount after its conversion into U.S. Dollars of each out of country Purchase or Cash Advance, regardless of whether the Purchase or Cash Advance is made in a foreign currency or U.S. dollars. We will post to the Cardmember’s Account the total amount of the transaction in U.S. dollars. The exchange rate may differ from the rate in effect on the date of the transaction.

**7. Automated Banking Machines.** We may from time to time permit Cardmembers to use Cards at automated banking machines and terminals (“ATM”). If such use is permitted, each Cardmember will be issued a Personal Identification Number (“PIN”) to use with the Cardmember’s Card to make transactions on the Cardmember’s Account at those ATMs, subject to the Cardmember’s agreement with us governing the use of the Cardmember’s PIN at ATMs. There is no charge for issuing a PIN for use with an account when it is sent via standard postage.

### 8. Debt Incurred Without a Card or Through Convenience Checks.

(a) If a Cardmember incurs Debt without having presented the Cardmember’s Card to a merchant (such as for mail order, internet, or telephone Purchase), the legal effect will be the same as if the Cardmember had used the Cardmember’s Card and signed a Purchase or Cash Advance draft.

(b) From time to time, we may supply Convenience Checks for use by Cardmembers. We may, based on the particular offers we make from time to time, provide Convenience Checks that will post and be treated as a Cash Advance. Convenience Checks must be written in U.S. dollars and may only be used by Cardmembers in accordance with the terms of this Agreement.

We may return a Convenience Check used by a Cardmember unpaid if: (i) the credit available under the Cardmember’s Credit Limit is less than the Convenience Check amount; (ii) the Cardmember’s Account is in default or the Cardmember’s Card use or Account has been cancelled, revoked, or suspended; (iii) the Convenience Check is improperly signed, has expired, or otherwise fails to conform to our regularly accepted standards for check payment; or (iv) this Agreement has been terminated.

The ability to process a stop payment request for a Convenience Check will depend on whether a check has cleared. After a Convenience Check has been processed, an opportunity to act on a stop payment request may no longer exist. If you desire to stop any payment, you must contact us by writing us at P.O. Box 14542, Des Moines, IA 50306-3542 or by calling the Cardmember Service telephone number listed on the Account Statement. Although every reasonable effort will be taken to accommodate your request, we will not have any liability for failing to do so. You may be required to present your stop payment request in writing to us within fourteen (14) days of you notifying us by telephone.

Convenience Checks, Balance Transfer checks, and other promotional programs may not be used to pay any of the Debt or any obligation either you or a Cardmember owes us or our affiliates. We reserve the right to decline any standard Annual Percentage Rate Balance Transfer transactions (including Balance Transfer checks) on your account. We will not have any responsibility or liability to you or any other Person if a Convenience Check is not honored or accepted by a merchant or any other Person. If we fail to properly or timely process a Convenience Check, or we improperly return a Convenience Check, we will ensure that the designated payee receives the amount of the Convenience Check and that such charge is added to your account balance, but will in no way be liable to you for any consequential, incidental or exemplary damages caused by the failure to properly or timely process the Convenience Check, or our improper return of the Convenience Check.

**9. Limits.** We will set an Aggregate Credit Limit for all Accounts, and we may change it from time to time by providing written notice of the change to you. We will tell you what the initial Aggregate Credit Limit is in writing in the welcome letter or before the time an Account is opened for a Cardmember under this Agreement. A portion of your Aggregate Credit Limit, called the cash advance limit, is available for Cash Advances. We disclose your cash advance limit in the welcome letter. You will not permit the Debt you owe to us at any time to exceed the Aggregate Credit Limit. However, we may (but are not required to, even if we have done so before) permit that Debt to exceed the Aggregate Credit Limit we set from time to time.

We will set a Credit Limit for each Cardmember’s Account, and we may change the Credit Limit for a Cardmember’s Account periodically. You will ensure that each Cardmember observes the Cardmember’s Credit Limit. You will not permit the Debt you owe to us in respect to an Account at any time to exceed the Credit Limit for that Account. However, we may (but are not required to, even if we have done so before) permit that Debt to exceed that Credit Limit we set from time to time.

Without further notice and as allowed by applicable law, we may place limits on or stop the ability of you or any Cardmember to make Cash Advances and/or Balance Transfers on any Account.

**10. Account Statements and Verification.** We will send an Account Statement to the Guarantor for Consolidated Pay Accounts and/or to the Authorized Person for Individual Pay Accounts, directed to the Cardmember’s address last provided to us by the Authorized Person. Changes in a Cardmember’s address must be received by us no later than five (5) days before the date a billing cycle closes in order for us to provide the Account Statement to the new address. You will ensure that each Cardmember promptly examines all of the Cardmember’s Account Statements and each entry and balance recorded in them. If we deem your account uncollectable or institute collection proceedings through an outside agency or attorney, we may stop sending you Account Statements. Periodic finance charges and fees may continue to accrue even if we stop sending Account Statements.

**11. Liability for Debt.** Except as specifically provided to the contrary in this Agreement, you will be liable to us for all Debt charged to each Account and shall pay to us all Debt charged to each Account, no matter how it is incurred, for what it is incurred (e.g., a Purchase by a Cardmember which is not primarily for or incidental to your business) or who has incurred it, and even though we may send Account Statements to Cardmembers

and not to you. However, we will provide Account Statements or other information about that Debt to you at your request.

Each Cardmember shall be individually liable for the payment of, and shall pay on our demand all Debt which may be owing from time to time from or on account of any and all use by a Cardmember, or anyone who has actual, implied or apparent authority, of any Card or Account which is not authorized under this Agreement (i.e., a use not primarily for or incidental to your business). The liability of the Cardmember shall be in addition to and not in lieu of your primary liability and the liability of any Guarantors, which shall continue for any and all uses as provided in this Agreement.

Any Guarantors shall be jointly and severally liable to us for all Debt charged to each Account, no matter how it is incurred, for what it is incurred (e.g., a Purchase by a Cardmember which is not primarily for or incidental to your business) or who has incurred it. The liability of any Guarantors shall be in addition to and not in lieu of your primary liability, which shall continue for any and all uses as provided in this Agreement.

**12. Unauthorized Use of Card or Convenience Check – Limitation of Liability.** You must tell us or the Cardmember must tell us at once if the Cardmember’s Card or a Convenience Check is lost or stolen, if you suspect or the Cardmember suspects the Card or a Convenience Check is lost or stolen, if there has been an Unauthorized Use of the Cardmember’s Card or a Convenience Check. You may do this or the Cardmember may do this by telephoning us immediately at the Cardmember Services number on the Account Statement. You will follow such notice with a written confirmation if we request you to do so. We may require you to provide certain information in writing to help us find out what happened and to comply with our investigation. You must identify for us the charges that were not made by you or the Cardmember, or someone not authorized by you or the Cardmember, and from which you received no benefit.

Except as provided below in this paragraph, you will not be liable to us and a Cardmember will not be liable to us for any Debt resulting from an Unauthorized Use of a Card or Convenience Check, provided you tell us or the Cardmember tells us about the Unauthorized Use of the Card or Convenience Check within sixty (60) calendar days of the mailing date of the first Account Statement showing the Unauthorized Use. If you do not tell us or the Cardmember does not tell us about the Unauthorized Use within such sixty (60) calendar day period, or if we reasonably determine, based on substantial evidence, that you or the Cardmember were grossly negligent (which may include delay for an unreasonable time in reporting an Unauthorized Use) or fraudulent in the handling of the Card or the Account, you will be liable for the Unauthorized Use. Subject to the exceptions below in this paragraph, your liability, however, for any Debt resulting from an Unauthorized Use of a Card or Convenience Check will be limited to the lesser of \$50 or the amount of money, property, labor, or services obtained by the Unauthorized Use before notification to us of the Unauthorized Use, unless you or the Cardmember are determined to have been fraudulent in the handling of the Card or Account, or ten (10) or more Cards are issued by us under this Agreement to Cardmembers at the request of an Authorized Person. If we determine that you or the Cardmember have been fraudulent in the handling of the Card or the Account, or ten (10) or more Cards are issued by us under this Agreement to Cardmembers at the request of an Authorized Person, then your liability will be unlimited. Subject to any limitations on liability under applicable law or any agreements with us governing the use of PINs or ATMs, your liability will also be unlimited if the Unauthorized Use involved an ATM or PIN transaction that was not processed by MasterCard.

You will not be liable to us for any Debt resulting from an Unauthorized Use that is incurred after the time you tell us or the Cardmember tells us about the loss, theft or Unauthorized Use of the Card or Convenience Check.

### 13. Payment of Debt.

(a) Subject to Sections 13(b), 13(c) and Section 19, you may pay the Debt you owe to us in respect to each Cardmember’s Account in full or in part at any time.

(b) Subject to Section 13(c) and Section 19, you must make one of the following payments of the Debt shown on each Account Statement by the Due Date shown thereon in order to keep the Account up-to-date:

- a payment in full of the New Balance shown on the current Account Statement if that New Balance is less than \$40.00; or
- a payment of not less than the Minimum Payment shown on the current Account Statement if the New Balance shown on that Account Statement is \$40.00 or more.

(c) You must also pay the amount of any Debt that exceeds the Credit Limit for a Cardmember’s Account at once to keep that Account up-to-date. You must pay this excess even though we may not have yet sent an Account Statement to the Cardmember on which that excess appears.

(d) You must keep each Cardmember’s Account up-to-date at all times even when we

are delayed in or prevented from sending, for any reason, any one or more Account Statements to Cardmembers. You must contact us by telephone using the Cardmember Services number on the Account Statement at least once a month during such a delay or interruption to obtain any payment information you do not have and need to know in order for you to comply with your obligations under this Section.

(e) If any payment made by you in respect of a Cardmember’s Account is not honored, or if we must return it to you because it cannot be processed, the applicable fee will be charged under Section 15 and Card privileges may be revoked or suspended by us under Section 18.

14. Application of Payments. We may allocate payments on the Debt in the manner we, in our sole discretion, deem appropriate, unless applicable laws mandate a specific order for application of payments. Unless we otherwise agree, any payment must be made in U.S. dollars.

### 15. ANNUAL PERCENTAGE RATE, FINANCE CHARGES and Other Fees.

(a) FINANCE CHARGES reflect the cost of credit to you. Your FINANCE CHARGES for any billing cycle will equal the total of (i) the amount of FINANCE CHARGES constituting “interest” and (ii) the amount of transaction fees and other fees or charges that are considered FINANCE CHARGES.

(b) The “interest” portion of the FINANCE CHARGES is computed through use of the monthly periodic rates (monthly “Periodic Rate” or monthly “Periodic Rates”) and their corresponding ANNUAL PERCENTAGE RATES. Each monthly Periodic Rate for transactions posting as Purchases, Cash Advances or Balance Transfers will be equal to 1/12th of its corresponding ANNUAL PERCENTAGE RATE. Subject to the provisions of Section 15(f), the monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE for transactions posting as Purchases is a variable rate that may change from time to time based on changes to an Index identified below.

(c) The monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE for transactions posting as Purchases may increase or decrease from time to time according to the movements up or down of the following index (“Index”): the “Prime Rate,” as published in The Wall Street Journal up to three business days prior to the Account Statement closing date for that period. If The Wall Street Journal does not publish the Prime Rate, we may substitute a similar published rate. Any variable rate adjustment based on an Index change will be effective as of the beginning date of the Billing Cycle for which we calculate the ANNUAL PERCENTAGE RATE. We apply the new applicable rate to all existing Debt, including New Balances, outstanding balances and other transactions, subject to that variable rate. Any increase in the Index may result in an increase in the FINANCE CHARGES, Minimum Payment, New Balances and the Debt.

(d) Subject to the provisions of Section 15(f), the interest rate for transactions posting as Purchases will be determined by adding to the Prime Rate a margin as shown on the welcome letter, resulting in a daily Periodic Rate and a corresponding ANNUAL PERCENTAGE RATE also as shown on the welcome letter and statement. Subject to the provisions of Section 15(f), the ANNUAL PERCENTAGE RATE for transactions posting as Cash Advances may vary monthly. We will assess a transaction fee for ATM and bank Cash Advances and for use of Convenience Checks and other credit instruments or devices intended for use in obtaining Cash Advances. For each Cash Advance, we will add a FINANCE CHARGE equal to 4% of the Cash Advance amount, but not less than \$10.00.

(e) Subject to the provisions of Section 15(f), the ANNUAL PERCENTAGE RATE for transactions posting as Balance Transfers may vary monthly and will be the same as the ANNUAL PERCENTAGE RATE and corresponding monthly Periodic Rate used for Cash Advances.

(f) Upon the occurrence of an “Adjustment Event,” each monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE in effect for all Debt, including New Balances, outstanding balances, and other transactions, will increase from their standard, non-delinquency rates or any introductory or promotional rates as set forth or referenced in this Section 15 to a “Delinquency Rate.” The Delinquency Rate will take effect and apply to all Debt, including New Balances, outstanding balances and other transactions, as of the first day of the billing cycle in which the Adjustment Event occurs. An Adjustment Event occurs whenever a Minimum Payment is thirty (30) days past due. An “Adjustment Event” for introductory or promotional rates occurs on the first date of delinquency. Any introductory or promotional rate will expire upon an Adjustment Event and will be changed to the Delinquency Rate. The Delinquency Rate may vary monthly. The Delinquency Rate for all Debt will remain in effect until the closing date of the sixth consecutive billing cycle that you are “current” on all payments (that is, no Minimum Payments past due). On the first day of the billing cycle following your sixth consecutive current cycle, the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE for all Debt will decrease to their standard, non-delinquency rates, but not any introductory or promotional rates.

(g) We calculate the periodic rate or “interest” portion of the FINANCE CHARGE by multiplying the applicable monthly Periodic Rate by the average daily balance (including new transactions) of the Purchase, Cash Advance, and Balance Transfer categories subject to the “interest” portion of the FINANCE CHARGE (“Amounts