

Summary of Visa Account Terms:

Interest Rates and Interest Charges	
Introductory Period Annual Percentage Rate (APR) for purchases, balance transfers and cash advances	A fixed 0% APR for six months from the date account is open ⁽¹⁾
Annual Percentage Rate (APR) for purchases and balance transfers after the introductory period	VISA Classic ScoreCard 9.99% ⁽²⁾ VISA Platinum ScoreCard-Merchandise 9.99% ⁽²⁾ VISA Platinum ScoreCard-Cash Back 9.99% ⁽²⁾
Cash Advance APR	14.99% ⁽²⁾
Method of Computing Balance for Purchases	Average daily balance including new purchases
How to avoid paying interest on purchases	The account balance is paid in full within 25 days after the statement closing date ^(5,4)
Minimum Finance Charge	None ⁽⁴⁾
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Fees	
Annual Membership Fee	VISA Classic & VISA Platinum ScoreCard-Merchandise: None VISA ScoreCard-Cash Back: \$30
Transaction Fees <ul style="list-style-type: none"> Balance Transfer Cash Advance Foreign Transaction 	None \$3 1% of the converted transaction amount
Penalty Fees <ul style="list-style-type: none"> Late Payment Over-the-Credit Limit Returned Payment 	\$7.80 None None
Other Fees	Replacement Card Fee: \$10 if card is replaced more than once in any 12 month period Expedited Card Delivery Fee: \$20

These Account Terms are true as of 7/6/2020. Terms are subject to change after the date of printing. Should you have any questions regarding changes after printing date, please contact us.

How We Will Calculate Your Balance: We use a method called "average daily balance", including new purchases.

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

(1) **INTRODUCTORY INTEREST RATE (for new purchases, balance transfers and cash advances)** – From the account-opening date, the introductory interest rate will be 0% APR FIXED FOR SIX MONTHS. Thereafter the rate will be the APR disclosed in the above "ACCOUNT TERMS" for the type of Visa credit card you obtain, based on the terms and conditions in the application. See full details of Account conditions and terms in the Bank Credit Card Agreement ("Agreement") provided separately from the application and/or credit card at account opening.

(2) Visa Classic ScoreCard, Visa Platinum ScoreCard-Merchandise and Visa Platinum ScoreCard-Cash Back are subject to a FINANCE CHARGE of .83%, which is equal to an APR of 9.99%.

(3) WHEN INTEREST RATES BEGIN TO ACCRUE. All cash advances are subject to a FINANCE CHARGE from the date of the cash advance.

(4) **How We Will Calculate Your Balance** – Purchases are subject to a finance charge from the date they are posted to the account; however, no interest is imposed on purchases if the account balance is paid in full within 25 days after the statement closing date. If you elect not to pay the entire new balance shown on your previous monthly statement within that 25-day period, a finance charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire new balance is paid in full or until the date of payment if more than 25 days from the closing date. The finance charge for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid finance charges.

Changes: We may add, change, or delete any of the terms of your account and the corresponding Credit Card Agreement (including, but not limited to, Annual Percentage Rate and other significant changes) in accordance with the agreement and applicable laws.

ScoreCardSM Bonus Point Program

Complete ScoreCard Bonus Point Program rules will be sent with your first statement. Rewards begin to accumulate after you have received and activated your new card. Points accrued will expire five years after the expiration date. March 31 is the expiration date for points not redeemed within the previous five year period. For example, if a purchase is made March 1, 2019, the points will not expire until March 31, 2024.

Important Information About Opening A New Account

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

BANK CREDIT CARD AGREEMENT

MERCHANTS BANK, NATIONAL ASSOCIATION

BANK CREDIT CARD ACCOUNT:

This Agreement governs the Borrower's Bank Credit Card Account ("Account") with the Lender. PLEASE READ CAREFULLY. The Account establishes a line of credit for Borrower with Lender. The Account is secured by the security identified below. Borrower may request loan advances up to the amount of the credit limit indicated above. Lender agrees to make such advances unless Borrower fails to comply with the terms of this Agreement or any accompanying document executed in connection with this Agreement. Borrower may be asked to sign other documents in order to grant Lender a security interest in the collateral that is pledged.

ACCESS TO THE ACCOUNT:

Borrower may access this account in the following manner:

- request in person that you be advanced directly an amount up to the availability on the account at any given time.
- use the credit card we supply to make purchases or receive cash loan advances.

HOW THE LOAN IS ADVANCED:

When you request a loan, we will, subject to any limitations contained in this Agreement, give you the exact amount you request or the minimum advance amount whichever is greater. Depending on how we agree to make the advance, we will either deposit the money into your transaction account, give the money directly to you, or pay any third person or account you tell us to pay. We will record the advance as a loan in your loan account.

HOW TO REPAY YOUR LOANS:

On or before each payment date, you must make a minimum payment to reduce your debt. The minimum payment equals the total New Balance as shown on your monthly billing statement if the amount is less than or equal to \$15.00. If the New Balance exceeds \$15.00, the minimum payment is 3% (rounded up to the next dollar) of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$15.00, whichever is greater. You may prepay this debt in whole or in part at any time.

SECURITY:

To secure the payment and performance of obligations incurred under this Agreement, Borrower grants Lender a security interest in, and pledges and assigns to Lender, all of Borrower's rights, title, and interest, in all monies, instruments, savings, checking and other deposit accounts of Borrower's, (excluding IRA, Keogh and trust accounts and deposits subject to tax penalties if so assigned) that are now or in the future in Lender's custody or control. Upon default, and to the extent permitted by applicable law, Lender may exercise any or all of its rights or remedies as a secured party with respect to such property, which rights and remedies shall be in addition to all other rights and remedies granted to Lender including, without limitation, Lender's common law right of set off. [] If checked, the obligations under this Agreement are also secured by a lien and/or security interest in the property described in the documents executed in connection with this Agreement as well as any other property designated as security now or in the future.

CHANGE OF TERMS: LENDER HAS THE RIGHT TO CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT AT ANY TIME IN ACCORDANCE WITH STATE AND FEDERAL LAW. THESE CHANGES MAY AFFECT BOTH EXISTING BALANCES AND FUTURE

TRANSACTIONS, THE ANNUAL PERCENTAGE RATE, THE MANNER IN WHICH THE FINANCE CHARGE IS CALCULATED AND BILLED, THE TIMING AND METHOD OF PAYMENTS, THE TYPE OR AMOUNT OF MINIMUM CHARGES, THE AMOUNT OF A MINIMUM PAYMENT, THE PAYMENT SCHEDULE, AND OTHER TERMS OF THIS AGREEMENT. LENDER WILL GIVE BORROWER PRIOR WRITTEN NOTICE OF ANY CHANGE AS REQUIRED BY LAW.

Either of us can cancel this Agreement at any time, by giving written notice. Cancellation of this Agreement does not end your obligation to repay all sums due under this Agreement.

LATE FEES:

A LATE FEE OF \$7.80 ON THE AMOUNT PAST DUE WILL BE ASSESSED 10 DAYS AFTER THE STATEMENT DATE.

CREDIT INFORMATION:

Borrower authorizes us to make or have made any credit inquiries we feel are necessary. Borrower also authorizes the persons or agencies to supply Lender with the information requested.

TERMS AND CONDITIONS:

- PROMISE TO PAY:** Borrower promises to pay to Lender the full amount of all advances under this Account plus finance charges and all other fees, collection costs, attorneys' fees as allowed by law and all other charges imposed by Lender.
- CREDIT LIMIT:** Lender may review Borrower's Account and may increase or decrease the Credit Limit upon written notice to the Borrower. Borrower agrees not to request loan advances on the Account that would cause the unpaid principal balance to exceed the Credit Limit. Although Lender may honor a loan advance request that exceeds the Credit Limit from time to time, Lender shall have no obligation to make such advances. But if we do: (1) the amount we advance will be covered by this Agreement; (2) it does not mean we have to do so again; and (3) it does not mean we have permanently increased your Line of Credit. If Borrower exceeds the Credit Limit under this Agreement, Borrower will be in default and will be subject to all of the default remedies describe in this Agreement, and any accompanying document executed in connection with this Agreement.
- SECURITY AGREEMENT:** If so designated under Security above, Borrower grants to Lender a security interest in the personal property identified in the documents executed in connection with this Agreement. The obligations under this Agreement shall additionally be secured by the collateral securing any other present or future obligation of Borrower to Lender, its subsidiaries or affiliates. However, this cross-collateral language shall have no effect if the operation of the language would violate any applicable state or federal laws, or would result in Lender obtaining a non-purchase money security interest in Borrower's household goods or dwelling.
- PROPERTY INSURANCE:** Borrower is required as a condition of this Agreement to maintain insurance on the property securing the Account, if any. The requirements for the insurance are detailed in the security agreement or other documents executed in connection with this Agreement. This insurance may be obtained through a responsible insurer of Borrower's choice.
- FEES:** All fees required to establish this Account have been disclosed above. Any annual fee indicated above will be charged to the Account as a loan advance on the first anniversary date of the account opening and at the same time during each succeeding year until the Account is closed. The amount of the

annual fee may be adjusted in the future. Lender's current fee for processing returned or insufficient funds items will be charged to the Account as a loan advance if Borrower's payment instrument is not honored or cannot be processed.

6. **INFORMATION ABOUT THE BORROWER:** Borrower agrees to provide to Lender, upon request, the financial and credit related information necessary to establish this Account. Borrower understands that Lender will open the Account and make loan advances under this Account in reliance on that information. Borrower promises that all information provided to Lender either now or in the future will be true and complete. Borrower agrees to notify Lender immediately of any adverse change in Borrower's financial or credit condition. Information concerning the Account may be reported to credit reporting agencies and will be made available when requested by proper legal process.
7. **PERIODIC STATEMENTS:** Each billing cycle Lender will forward to Borrower, at the address indicated on the Application, a statement of the Account. The statement will include a summary of all transactions on the Account during the billing cycle, the previous balance, advances, payments and credits, finance charges, the ending balance, and will specify the minimum payment amount and date that payment is due.
8. **DEFAULT:** Borrower will be in default if Borrower or any guarantor or any other third party (a) fails to make any payment when due; (b) violates the terms in this Agreement, the accompanying security agreement or any other agreement with Lender; (c) exceeds the stated credit limit; (d) provides false or misleading information to Lender with respect to this Account; (e) becomes the subject of any voluntary or involuntary proceeding under the Bankruptcy Code or under any other statutory or judicial proceeding for the rehabilitation of debtors; (f) dies or becomes legally incompetent; (g) permits the entry or service of any garnishment, judgment, tax levy, attachment or lien against Borrower or any of Borrower's property; or (h) causes or permits any act or event which Lender in good faith believes will impair the collateral or adversely affect Borrower's ability to repay any of the obligations under this Agreement.
9. **LENDER'S RIGHTS UPON DEFAULT:** Upon the occurrence of default, Lender may terminate Borrower's rights under this Agreement and (a) declare the unpaid balance of the Account, including finance charges, unpaid principal and fees, immediately due and payable; (b) refuse to honor additional loan advance requests; (c) take possession as permitted by law of any property or collateral securing this or any other obligation, and sell or apply the property to reduce or satisfy the obligations; and (d) exercise any and all remedies which may be available to Lender as a secured creditor under applicable law. Lender shall also have the right to hold or apply funds in Borrower's deposit accounts against all funds due and owing to Lender. Lender's remedies are in addition to those available at common law, such as setoff.
10. **DEMAND FEATURE:** If this Agreement contains a demand feature, Lender's right to demand payment, at any time, and from time to time, shall be in Lender's sole and absolute discretion, whether or not any default has occurred.
11. **RESTRICTIVE ENDORSEMENT:** If Borrower marks any check payable to Lender as "Paid in Full" or words to that effect, Borrower will still be responsible for repaying any balance that remains due on the Account and Lender shall not lose any of its rights under this Agreement.
12. **TERMINATION:** Lender, in its sole discretion, may terminate the Account by notifying Borrower or upon borrower's default. Upon an event of default or termination of the Account, Lender's obligation, if any, to honor loan advance requests against the

Account shall cease. Borrower shall continue to be obligated to pay all amounts due to Lender pursuant to the terms of this Agreement at the time of default or termination. Lender shall notify Borrower of termination in writing at the address indicated on the Agreement. Borrower may terminate this Agreement by notifying Lender in writing at the address indicated on the Agreement. Borrower's obligation to pay all amounts due to Lender shall continue until all amounts due and owing have been paid.

13. **COLLECTION EXPENSE:** If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Borrower agrees to pay Lender's reasonable attorneys' fees and collection costs to the extent permitted by law.
14. **JOINT ACCOUNT:** If this Account is a joint Account, each Borrower shall be individually and jointly liable for payment of the debt. This liability exists regardless of which Borrower creates the debt, and in spite of any divorce, legal proceedings or agreement that may affect liability between the Borrowers. This joint and several liability shall continue until all obligations are paid in full. A release of one joint Borrower or a release of any collateral securing this Agreement shall not operate as a release of any other joint Borrower.
15. **MODIFICATION AND WAIVER:** The modification or waiver of any of Borrower's obligations or Lender's rights under this Agreement must be contained in writing signed by Lender. Lender may perform any of Borrower's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Borrower's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any co-borrower or guarantor or any of its rights against any co-borrower, guarantor or collateral.
16. **ASSIGNMENT:** Borrower may not assign this Agreement. Any such assignment of its rights under this Agreement and any attempted assignment will be null and void. Lender has the right to sell or transfer the Account at any time.
17. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and insure to the benefit of Borrower and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees. The term "Lender" shall mean the Lender specified in this Agreement, its successors and assigns, and subsequent holders of this Agreement.
18. **NOTICE:** Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may be designate in writing from time to time.
19. **SEVERABILITY:** If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain in full force and effect.
20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the state of Minnesota. Borrower consents to the jurisdiction and venue of any court located in the state of Minnesota in the event of any legal proceeding under this Agreement.
21. **SIGNATURES:** The signature of the Borrower on the Application shall indicate that the Borrower agrees to the terms and conditions of the Agreement.
22. **MISCELLANEOUS:** Borrower will provide Lender with current financial statements and other information upon request. Borrower and Lender agree that time is of the essence.

Borrower waives presentment, demand for payment, notice of dishonor and protest. If Lender obtains a judgment for any amount due under this Agreement, interest will accrue on the judgment at the judgment rate of interest permitted by law. All references to Borrower in this Agreement shall include all of the parties on the Application. If there is more than one Borrower, their obligations will be joint and several. This Agreement and any related documents represents the complete and integrated understanding between Borrower and Lender.

Borrower agrees that the Credit Card covered by this Agreement will not be used for any illegal transaction as defined by local, state, federal or any other law.

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three days before the automatic payment is scheduled to occur.

YOUR BILLING RIGHTS

This notice tells you about your rights and responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at the address shown on your monthly billing statement.

In your letter, give us the following information:

- **Account Information:** Your name and account number
- **Dollar Amount:** The dollar amount of the suspected error
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing (or electronically). You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days after receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement and we may continue to charge your interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay

the amount in question along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount in question, even if your bill is correct.

Your Rights if You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at the address shown on your monthly billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

LIABILITY FOR UNAUTHORIZED USE OF A CREDIT CARD

You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us at the address listed below, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.

INQUIRIES OR QUESTIONS

You may address any inquiries or questions which you have about your Account to: Merchants Bank Credit Card Department, P.O. Box 248, Winona, MN 55987, or you may call us at 1-800-944-6285.

 Merchants Bank



Member FDIC