Credit Card Cardholder Agreement

This Cardholder Agreement ("Agreement") and the documents listed in the next sentence ("Cardholder Documents") govern the use of your credit card account ("Account"), which is issued by BMO Harris Bank N.A. ("Bank"). The Cardholder Documents include the Agreement and:

- The card carrier ("Card Carrier") we send with your credit card or cards ("Card");
- The Supplemental Credit Terms ("Supplement") we provide on or with the Card Carrier; and
- The application or solicitation ("Application") you signed or otherwise submitted to request the Account.

The Card Carrier, Supplement and Application are part of this Agreement. Please read and keep the Cardholder Documents for your records.

1. PARTIES, ADDRESSES AND SIGNATURES. In this Agreement, "you," "your" and "cardholder" mean each person who applied for an Account approved by the Bank. "We," "us" and "our" mean the Bank or any person or entity to which the Bank sells or gives your Account. These terms have the same meanings when used in your monthly billing statement ("Statement").

Unless you tell us otherwise, we will assume that you live at the address (1) on your Application or (2) where you have told us to send Statements (see paragraph 7 below). You agree to tell us right away of any change in your address. Our address is BMO Harris Bank N.A., Customer Service, P.O. Box 84048, Columbus, GA 31908-4048.

Your handwritten, electronic or digital signature on any document you sign in connection with the use of your Card or Account is part of this Agreement. Such documents include, but are not limited to, your Card, Application or any accepted sales slip.

2. USING YOUR ACCOUNT. You can use your Account to make three types of transactions:

- Balance Transfers: You can transfer balances from other credit card accounts to this Account. You can use an Easy Balance Transfer Form or other method we may offer from time to time. For purposes of this Agreement, we treat Balance Transfers like Cash Advances;

- Purchases: You can purchase goods or services from any merchant that accepts your Card. Purchases of items that you can trade right away for cash (for example, casino chips) will be Cash Advances instead of Purchases (see paragraph 14 below); and

- Cash Advances: You can get cash loans as explained in paragraph 14 below.

If your Account is a joint Account, each of you may use the Account.

3. ILLEGAL TRANSACTIONS. You agree that your Card or Account will not be used for any transaction that may be illegal under applicable law. Such transactions include, for example, Internet gambling transactions.

4. PROMISE TO PAY. By using your Card or Account, you agree to the terms in this Agreement. You specifically promise to pay all amounts you owe. If you let another person use your Account, you promise to pay all amounts owed because of that person's transactions. If you have a joint Account, we can ask any one or all of you to pay any or all amounts. It does not matter which one of you charged the amounts to the Account.

5. CHANGES IN TERMS. Subject to the requirements and limitations of applicable law, we may change any of the terms of this Agreement. Such changes may include revising or removing existing terms and adding new terms. The terms changed may include, for example, periodic rates, fees and this Changes in Terms provision. We will give you notice of any change as required by applicable law.

6. CREDIT AND CASH LIMITS. We will set a maximum amount of credit for your Account (your "Credit Limit"). The maximum amount of credit for Cash Advances and Balance Transfers ("Cash Limit") will be a percentage of your Credit Limit. We will print that percentage on the Supplement. We will print the dollar amount of your Credit Limit on the Card Carrier and each Statement.

You agree not to use your Account for any transaction that would cause the total unpaid balance of your Account to go over your Credit Limit. You may not get a Cash Advance or Balance Transfer if it would cause the total unpaid balance of Cash Advances (including Balance Transfers, Interest, Cash Advance Fees and Balance

Transfer Fees) to go over your Cash Limit. We may ask you to pay right away any amount over your Credit Limit or Cash Limit.

We may change the amount of available credit from time to time. This means we may increase, decrease or remove your Credit Limit and/or Cash Limit. We also may set a limit for other types of transactions, such as Balance Transfers. We may change the amount of available credit without telling you first unless applicable law requires us to do so. Reasons for changes include, for example, your credit history with us and/or your default under this Agreement (see paragraph 18.B below). Other reasons include prevention of fraud and changes to this credit card program or Bank policy. Although we credit your payments as described in paragraph 13.C or D below, we may not make credit available on your Account in the amount of your payment right away.

7. YOUR STATEMENT. We will send you a Statement for each monthly billing cycle in which:

- You owe us or we owe you more than $1 on the last day of the cycle;
- We impose Interest or a fee;
- There is any other activity on your Account; or
- Applicable law requires us to send a Statement.

The Statement will show important information about your Account, such as:

- The unpaid balance of your Account at the beginning of the cycle;
- Payments or other credits to your Account during the cycle;
- Transactions, Interest, fees, and any other amounts charged to your Account during the cycle;
- The total unpaid balance of your Account on the last day of the cycle ("New Balance");
- The minimum payment you must make (the "Minimum Payment Due") and the date that it is due (the "Payment Due Date"); and
- Your Credit Limit and the dollar amount of credit and cash available ("Available Credit" and Available Cash").

We will send Statements and any other notices to (1) the address on your Application or (2) a different address you give us. If your Account is a joint Account, each one of you agrees that any one of you can pick the address.

8. INTEREST. We will calculate interest on your Account each cycle by multiplying a monthly periodic rate by the balance subject to the interest rate of your Account ("Interest") as described in paragraph 10 below. We will charge a minimum Interest charge in the amount shown on the Supplement in any billing cycle that you owe Interest.

9. PERIODIC RATES. We will use one or more periodic rates to determine how much Interest you owe. The periodic rate is the annual percentage rate ("APR") divided by 12. The Supplement shows the periodic rates and APRs that apply to your Account.

- **A. Purchase Rate.** The rate for Purchases ("Purchase Rate") will be the rate shown on the Supplement.
- **B. Cash Advance Rate.** The rate for Cash Advances ("Cash Advance Rate") will be the rate shown on the Supplement.
- **C. Balance Transfer Rate.** The rate for balance transfers ("Balance Transfer Rate") will be the rate shown on the Supplement.
- **D. Variable Rates.** The applicable rate for each billing cycle will be an index rate ("Index Rate") plus a percentage we select ("Margin").

The Index Rate is the Prime Rate published in The Wall Street Journal on the last day of the month just before each Statement date. If there is no published Prime Rate, we may pick a similar rate. We will tell you what rate we pick.

Different Margins may apply to different transactions. For example, we may give you one Margin for Purchases ("Margin for Purchases"). We may give you a different Margin for Cash Advances ("Margin for Cash Advances")

and for Balance Transfers ("Margin for Balance Transfers"). We will print the Margins for your Account on the Supplement.

Variable rates may increase if the Index Rate increases. If the Index Rate increases, we will change your variable rates for the billing cycle that begins in the next calendar month. The increased variable rates will apply to new transactions and existing balances. If any variable rate increases, the amount of Interest and the Minimum Payment Due may increase.

10. BALANCE SUBJECT TO INTEREST RATE. The balance subject to Interest is the average daily balance of your Account. We calculate the average daily balance on your Account in three categories: (1) Purchases, (2) Cash Advances, and (3) Balance Transfers. To get the "average daily balance" for each category, we take the beginning balance of your Account for that category each day. We then add any new transactions in that category. We then subtract any new payments or credits. We also subtract unpaid Interest and/or unpaid fees. This gives us the daily balance for each category. We then add up all the daily balances for each category for the billing cycle. We then divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Purchases, the Average Daily Balance for Cash Advances, and the Average Daily Balance for Balance Transfers.

11. WHEN INTEREST BEGINS. You will have at least a 21-day grace period ("Grace Period") on some transactions. This means you have at least 21 days from the Closing Date on your Statement to pay for new Purchases before we charge Interest on them. The Grace Period applies only if you had no balance left over from the past billing cycle. This could happen two ways. You could have had no New Balance (or a credit balance) on the Statement for the past cycle. Or, you could have paid the New Balance for the past cycle in full by the Payment Due Date. When the Grace Period does not apply, Interest on Purchases begins on the date we post the transaction to your Account.

The Grace Period does not apply to Cash Advances or Balance Transfers. Interest on Cash Advances and Balance Transfers begins on the date we post the Cash Advance or Balance Transfer to your Account.

12. FEES.

A. Fees Shown on Supplement. We may charge the following fees. If a fee applies to your Account, we will print the amount of the fee on the Supplement.

1. An **Annual Fee** due on or after the date we open your Account and annually thereafter;
2. A **Late Payment Fee** if we do not receive at least the Minimum Payment Due by the Payment Due Date. The Late Payment Fee will be $25 ($35 if a payment is late again within six billing cycles) or the minimum payment due when the payment was late, whichever is less;
3. A **Cash Advance Fee** for each Cash Advance (not to exceed $10 for any Cash Advance you get under any overdraft protection program we may offer (see paragraph 14 below));
4. A **Balance Transfer Fee** for each Balance Transfer; and
5. A **Foreign Transaction Fee** for any transaction you makeoutside the United States (except Puerto Rico or the U.S. Virgin Islands).

B. Fees Disclosed at Time of Request. We also may charge the following fees. If a fee applies to your Account, we will tell you the amount of the fee at the time you request the service:

1. A **Replacement Card Fee** if you request a replacement Card;
2. An **Expedited Delivery Fee** (in addition to the Replacement Card Fee) if you ask us to send a replacement Card by expedited delivery;
3. An **Electronic Payment Fee** if you use our electronic payment services to pay your Account; and
4. A **Dual Statement Fee** if you ask us to send your Statements in both paper and electronic form.

13. YOUR PAYMENTS.

A. Minimum Payment. Each billing cycle you must pay at least the Minimum Payment Due by the Payment Due Date. We explain how we calculate your Minimum Payment Due on the Supplement. You may at any time pay more than the Minimum Payment Due or the full unpaid balance without any extra charge.

B. How to Make Payments. Make your payment by check, money order or similar instrument in U.S. dollars. If you write a check, the check must be from a financial institution in the United States. Do not send us cash. You may not use a Convenience Check to pay us (see paragraph 14 below). Mail your payment to the address on your Statement or deliver it in person to a Qualifying Branch (see paragraph 13.D below). With your payment, include your payment coupon, which is a part of your Statement. If you do not include your payment coupon, we may delay crediting the payment to your Account. A Late Payment Fee and additional Interest may be charged if crediting is delayed.

C. When We Credit Payments and How We Apply Payments. If we receive your payment by mail by 5:00 p.m. Central Time on any business day, we will credit the payment to your Account on that day. Otherwise, we will credit the payment on the next business day. If you make a payment at any location other than the address on your Statement or a Qualifying Branch (see paragraph 13.D below), we may delay crediting that payment. We may use payments up to the required Minimum Payment to pay down the balances of your Account in any order we decide. This may include paying balances subject to lower rates of Interest before balances subject to higher rates. For any payment amount over the Minimum Payment we will allocate such amounts to pay balances subject to higher rates of Interest before paying balances subject to lower rates.

D. Alternative Payment Option for Cardholders. If you have a BMO Harris-branded card, you may deliver your payment during normal business hours to a Customer Service Representative at any bank branch identified by the BMO Harris name, brand or logo ("Qualifying Branch"). We will credit such payments on the day we receive them.

E. Disputed Payments. You agree not to send us disputed payments. By disputed payment, we mean a payment of less than the amount due marked "paid in full," "without recourse" or similar language. If you send a disputed payment, we may take it without losing any of our rights. If you want to tell us about a disputed payment, send a letter and/or disputed payment to the address listed in paragraph 1 above and not the address on your Statement.

14. GETTING CASH ADVANCES. You can get a Cash Advance by taking your Card to a financial institution and asking for cash (see paragraph 6 above). You also can get a Cash Advance in one of the following ways:

- Convenience Checks: We may send you Convenience Checks from time to time. You can use a Convenience Check like a personal check. We may charge a Convenience Check to your Account at the time we receive it, even if it (1) is post-dated, (2) is stale or (3) will cause you to go over your Credit Limit or Cash Limit. (By "post-dated," we mean the date of the check is in the future. By "stale," we mean a bank is not required to pay the check because the date of the check is too far in the past.) You can ask us to stop payment on a Convenience Check. Call or write us at the telephone number or address on your Statement. We cannot guarantee stop payment on Convenience Checks. We will not owe you anything if we fail to stop payment.

- ATM Cash Advances: You can get an ATM Cash Advance by using your Card at an automated teller machine ("ATM"). The ATM must be on the Cirrus network or accept Cirrus ATM cards. You must use the correct Personal Identification Number ("PIN"). You can request a PIN by calling the customer service number on the back of your Card. Any terms, conditions or limitations of the ATM network you use will apply to ATM Cash Advances. We may limit the number or amount of ATM Cash Advances you can get in one day. We explain any limitations that apply to your Account on the Supplement. We may stop you from getting ATM Cash Advances if we reasonably believe there is unusual activity on your Account. We also may stop you from getting ATM Cash Advances if you are in default under this Agreement (see paragraph 18.B below).

- Overdraft Protection Advances: If you have a checking or demand deposit account ("DDA") with us now or in the future and you have enrolled in an available overdraft protection program, we may offer you an automatic Cash Advance to transfer money from your Account to your DDA. The automatic Cash

Advance feature of our overdraft protection program may not be available on all Accounts. The amount of the Cash Advance will be the amount of the overdraft rounded up to the nearest $100, not to exceed your Cash Limit. By overdraft, we mean the total amount by which checks, payments, charges and other items properly chargeable to your DDA exceeds the balance of your DDA. You must be enrolled in the overdraft protection program at the time of the overdraft. The terms and conditions of the overdraft protection program also apply to this type of Cash Advance. We will give you those terms and conditions when you enroll in the program.

- Quasi-Cash Transactions: Purchases of items that you can trade right away for cash ("Quasi-Cash Transactions") will be Cash Advances instead of Purchases. Quasi-Cash Transactions include purchases of casino gaming chips, money orders, deposits, wire transfer money orders, travelers checks, foreign currency and similar items.

- Balance Transfers: Balance Transfers will be Cash Advances. We may allow you to make Balance Transfers by using an Easy Balance Transfer Form or other method we may offer from time to time.

15. CURRENCY CONVERSION. You can make transactions in currencies other than U.S. dollars. If you do, MasterCard will convert the amount of the transaction to U.S. dollars. MasterCard uses either (1) a rate MasterCard selects from the range of rates available in wholesale currency markets for the applicable central processing date, or (2) a rate set by a government for the applicable central processing date. The conversion rate may be different from the published rate in effect on the day that you made the transaction or that we posted the transaction to your Account.

16. AUTHORIZATION OF TRANSACTIONS. We do not promise to authorize every transaction you request. We may limit the number or amount of transactions we authorize on your Account in any one day. We may refuse to authorize any illegal transaction. We may refuse to authorize any transaction that would cause you to go over your Credit Limit or Cash Limit. We may refuse to authorize transactions if your Account is closed or in default (see paragraph 18 below). We will not pay for any harm these actions may cause you, except as required by applicable law. In addition, we will not owe you anything if a merchant or financial institution does not let you make a transaction on your Account. We also will not owe you anything if there is a problem with goods or services you purchase using your Account, except as explained in Your Billing Rights below.

17. UNAUTHORIZED USE. If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at the address listed in paragraph 1 above, or call us at 1-866-522-7030. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50.

18. CLOSING YOUR ACCOUNT.

A. How You Can Close Your Account. You can close your Account at any time by calling us or writing us at the telephone number or address on your Statement. We will close your Account right after we receive your notice. If you close your Account, you must stop using your Account right away unless you and we agree otherwise.

B. When We Can Suspend or Close Your Account; Default. We can suspend or close your Account at any time. We will not tell you first unless applicable law requires us to do so. We may suspend or close your Account for any reason. One of the reasons may be your default under this Agreement. We may decide you are in default if:

- You do not pay any Minimum Payment Due by the Payment Due Date;
- You die or become bankrupt, insolvent or incompetent;
- Someone tries to get your assets, wages or property by filing a legal action against you;
- We believe any information you gave us is false, misleading or incomplete;
- You go over your Credit Limit or Cash Limit;
- You break any promise you make in this Agreement;
- You are in default under any other loan or security agreement you have with us;
- You move to, or you live in, a place where we do not, or no longer, offer Accounts (including any location outside the United States).

However, we will not decide you are in default for a reason prohibited by applicable law.

C. After You or We Close Your Account. If you or we close your Account, you must pay the full amount you owe us. The full amount includes amounts you owe that we have not yet billed to you. If we close your Account, we may ask you to pay the full amount right away. We will not ask you to pay right away if applicable law prohibits it or you and we agree that you do not have to. Until you pay us in full, we may continue to charge Interest on the amount you owe us. We also may continue to report the amount you owe us to consumer reporting agencies and other proper parties. You must destroy your Card if we ask you to.

19. COLLECTION COSTS. If we refer your Account to an attorney for collection after your default, we may charge you our collection costs. Collection costs may include court costs and reasonable attorneys' fees. We will charge these costs only when and as permitted by applicable law.

20. SECURITY. We may ask you to give us something valuable to secure payment of amounts you owe under this Agreement. We will not take as security any household goods or real property.

21. OTHER SERVICES. From time to time, third parties may offer you services. These services may include credit card registration, emergency cash service, address change service and other related services. If you purchase a service, we will charge the fee to your Account. If you have a problem with a service, you must contact the third party to resolve it. We will not owe you anything for a claim related to the service. You agree to hold us harmless to the fullest extent possible from any such claims, unless otherwise prohibited by applicable law. These services may be discontinued or the terms of the services changed at any time without advance notice. If you have a Premier World MasterCard, the primary cardholder will receive a membership in "LOUNGE CLUB™", an airport lounge access program. This membership includes a limited number of complimentary airport lounge visits for the primary cardholder. If there is more than one cardholder on your Account, we will consider the first person listed in our records to be the primary cardholder

LOUNGE CLUB™ will charge a lounge visit fee to your Account for each airport lounge visit by the primary cardholder that exceeds the maximum number of complimentary airport lounge visits and for each guest accompanying the primary cardholder to an airport lounge. The primary cardholder will receive separate documentation that contains additional information about LOUNGE CLUB™ membership benefits, including details on complimentary airport lounge visits and fees. As a member of LOUNGE CLUB,™ you agree to abide by the LOUNGE CLUB™ Terms and Conditions, which can be found in the lounge directory included with your membership credentials or at **www.loungeclub.com**.

22. SPECIAL PROGRAMS. From time to time, we may offer Special Programs. A Special Program will have some terms that are different from the terms in this Agreement. We will tell you the terms when we make the offer. If you accept the offer, you agree to those terms. Except where the Special Program terms are different, the terms in this Agreement continue to apply to Special Program transactions. The terms in this Agreement also continue to apply to transactions that are not Special Program transactions. We may use your payments up to the required Minimum Payment to pay down Special Program balances before other balances on your Account. This may reduce the time that any Special Program applies to your Account. This also may increase the amount of Interest you will owe on the other balances. Special Programs may include, for example:

- Introductory Rate: A lower rate ("Introductory Rate") will apply to your Account or to certain transactions on your Account (for example, Purchases) for a certain period of time ("Introductory Period"). However, the Introductory Period may end sooner. It will end sooner if you do not pay the full Minimum Payment Due within 60 days of the Payment Due Date. After the Introductory Period ends, the rate(s) will increase to the rate(s) that applies at that time. If your Account has an Introductory Rate, we will print the Introductory Rate and Introductory Period on the Supplement. The Supplement also will explain the transactions to which the Introductory Rate applies.

- Promotional Rate: A different rate ("Promotional Rate") will apply to your Account or to certain transactions on your Account for a certain period of time ("Promotional Period"). However, the Promotional Period may end sooner. It will end sooner if you pay the balance subject to the Promotional Rate before the Promotional Period ends. Except during the first year your Account is open, it also will

end sooner if you do not pay the full Minimum Payment Due by the Payment Due Date. During the first year your Account is open, it also will end sooner if you do not pay the full Minimum Payment Due within 60 days of the Payment Due Date. After the Promotional Period ends, the rate(s) will increase to the rate(s) that applies at that time. If your Account has a Promotional Rate, we will print the Promotional Rate and Promotional Period on the Supplement or Special Program offer. The Supplement or Special Program offer also will explain the transactions to which the Promotional Rate applies.

23. INFORMATION ABOUT YOU.

A. How We Use and Share Your Credit Information. When you applied for an Account, you gave us information about yourself. You also agreed that we could request information about your creditworthiness and employment from others (including requesting your consumer report from consumer reporting agencies). We use this information when considering your Application and for any other lawful purpose. These purposes include (1) any updates, renewals or extensions of credit and (2) reviewing or collecting your Account. If you write to us at Credit Card Marketing, P.O. Box 2035, Milwaukee, WI 53201-2035, we will tell you the name and address of each consumer reporting agency that gave us your consumer report. We may give information about you and your Account to consumer reporting agencies and other proper parties.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

B. Tell Us About Inaccurate Information. Tell us if we have inaccurate information about you. Also tell us if we reported inaccurate information about you to a credit reporting agency. Write to us at the address listed in paragraph 1 above. Include in your letter the specific information you think is inaccurate.

C. Emergency Card Services. We may share your personal information with MasterCard International, MasterCard International contractors and service providers, and our contractors and service providers, for the purpose of providing Emergency Card Replacement and Emergency Cash Disbursement services to you.

D. LOUNGE CLUB™ Enrollment. If you have a Premier World MasterCard we will provide personal information about the primary cardholder to LOUNGE CLUB™ in order to enroll the primary cardholder in the LOUNGE CLUB™ membership program.

24. TELEPHONE MONITORING AND SOLICITATION. We treat all customer calls as confidential. For quality control purposes, you agree that we may listen to or record telephone calls between you and us. You agree that we may use automated telephone equipment or prerecorded messages to contact you about your Account and available products and services. We will not contact you in these ways if prohibited by applicable law.

25. GOVERNING LAW. This Agreement and your Account are governed by federal law applicable to a national bank and, to the extent not preempted by federal law, the laws of Illinois, without regard to its conflicts of law provisions. We have accepted this Agreement in Illinois.

For Maryland residents only, to the extent federal law and the laws of the state of Illinois do not apply, this Agreement is governed by Title 12, Subtitle 9 of the Maryland Commercial Law Article.

26. ARBITRATION PROVISION. Either you or we can ask the other to resolve a Claim by binding arbitration. By "Claim," we mean any claim, dispute or controversy (whether in contract, tort or otherwise) at any time arising from or relating to your Account or this Agreement. We intend the term Claim to have the broadest possible meaning. Claim includes, by way of example and without limitation:

- Claims arising from your Application for or issuance, use, terms, change in terms or addition of terms, closing or collection of your Account or this Agreement;
- Claims arising from advertisements, promotions or oral or written statements related to your Account, including any Claims regarding information we got from you or we reported to you, credit reporting agencies or others;
- Claims related to the goods or insurance or other services purchased under your Account;

- Claims between you and our parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers, directors or representatives arising from your Account or this Agreement; and

- Claims regarding the validity, enforceability or scope of this Arbitration Provision or this entire Agreement.

However, the term Claim does not include any Claim relating to the validity and effect of any class action, consolidation and/or joinder waiver.

Arbitration is different from a lawsuit in many ways. If you or we ask for arbitration of a Claim, neither you nor we could get a court or jury to decide the Claim. There may be limits on the amount of information you and we could get from each other before the arbitration. You could not be part of a class of people with similar complaints after you or we ask for arbitration. Except as explained below, the arbitrator's decision will be final and binding. Other rights available to you in court may not be available in arbitration.

The American Arbitration Association ("AAA") or JAMS will conduct any arbitration between you and us. The rules for arbitrations will be those of either AAA or JAMS ("Rules") in effect when you or we file the Claim. If something in the Rules is different from something in this Arbitration Provision, we will follow this Arbitration Provision. You can get the Rules and other forms by calling the AAA at 1-800-778-7879, visiting the AAA's website at www.adr.org or writing to the AAA at 1633 Broadway, 10th Floor, New York, New York 10019, or by calling JAMS at 1-800-352-5267, visiting the JAMS website at www.jamsadr.com or writing to JAMS at 1920 Main Street, Suite 300, Irvine, VA 92614. If for any reason either the AAA or JAMS cannot, will not or ceases to be an arbitration administrator, we will pick another administrator with similar rules.

If you want to arbitrate a claim, send us notice at the address listed in paragraph 1 above. Then contact either the AAA or JAMS to find out how to file a Claim. If needed, we will meet for an arbitration hearing in the federal judicial district where you live or some other place we all agree is convenient.

Arbitration fees can be more expensive than court fees. After you have paid arbitration fees equal to the fee to file an action in your local state or federal court, you can ask us in writing for help. We will advance up to $325 toward the filing, administrative and/or hearing fees for any Claim you file against us. At the end of the arbitration, the arbitrator will decide who should pay the arbitration fees. You may have to pay us back some or all of the money we advanced. Unless applicable law requires otherwise, each party has to pay for its own attorneys', experts' and witness fees, no matter who wins the arbitration.

No Claim can be arbitrated on a class action basis. An arbitration can decide only your or our Claims. You cannot have a joint arbitration with any parties other than persons who use your Account. You also cannot bring together any Claims other than those relating to you and persons who use your Account. A court with proper jurisdiction and not an arbitrator will determine whether this provision prohibiting class actions, joinder and/or consolidation is valid and effective.

This Arbitration Provision relates to a transaction involving interstate commerce. It will be governed by the Federal Arbitration Act ("FAA"), as amended, even if different laws apply to other parts of this Agreement. The arbitrator will apply applicable substantive law consistent with the FAA. The arbitrator will apply applicable statutes of limitations. The arbitrator also will honor claims of privilege recognized at law. Whoever wins the arbitration can get a judgment on the arbitration award in any court having jurisdiction. Judgments include, for example, garnishment, attachment, foreclosure or other post-judgment remedies.

The arbitrator's decision generally will be final and binding. If there is a right of appeal under the FAA, however, any party can appeal the award. A group of three arbitrators from either AAA or JAMS will hear the appeal. The group will review all over again any part of the initial award that the party who appeals requests. The party who appeals must pay for the appeal no matter what happens at the end.

This Arbitration Provision will apply even after you repay your Account and after your Account is closed. If a court decides that any part of this Arbitration Provision is invalid or unenforceable under the FAA, the other parts still apply. However, if a court decides that the part prohibiting class actions, consolidation and/or joinder is invalid or unenforceable, then this Arbitration Provision will not apply.

You can opt out of this Arbitration Provision if you write to us within 30 days after we open your Account. Send a letter that says you do not agree to the Arbitration Provision. The letter must include your name, address and Account number. Mail the letter to BMO Harris Bank N.A., Arbitration Opt-out, P.O. Box 84048, Columbus,

GA 31908-4048. This is the only way you can opt out of the Arbitration Provision. If you opt out of the Arbitration Provision, all other parts of the Agreement still apply to your Account.

27. TRANSFER AND ASSIGNMENT. You cannot give or sell your rights or duties under this Agreement, your Account or your Card to any other person or company. We may give or sell our rights or duties under this Agreement, your Account or your Account balance to any other person or company, with or without telling you first.

28. NO WAIVER BY US; SEVERABILITY. We may delay enforcing or give up any of our rights under this Agreement in certain situations. If we delay enforcing or give up any of our rights, this does not affect our other rights. If we give up a right in one situation, we do not give up the same right in other situations. If a court with proper jurisdiction decides that any part of this Agreement is unenforceable, all the other parts of this Agreement still apply.

29. ENTIRE AGREEMENT. The Cardholder Documents are the entire agreement between you and us relating to your Account. The Cardholder Documents replace any other agreement relating to your Account that you and we made earlier or at the same time. If any of the other Cardholder Documents has any information that is not the same as information in this Agreement, we will follow this Agreement unless the other document says we should follow that document.

NJ RESIDENTS: Certain provisions of this Agreement are subject to applicable law. As a result,they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our 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:

BMO Harris Bank N.A.
Customer Service
P.O. Box 84048
Columbus, GA 31908-4048

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**. 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 of 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 any 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 you 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 that 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 you 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* at:

BMO Harris Bank N.A.
Dispute Resolution
P.O. Box 84048
Columbus, GA 31908-4048

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.

Supplemental Credit Terms

This Supplement is part of the accompanying Credit Card Cardholder Agreement. See the Agreement for more information, including definitions.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**4.99%** to **9.99%** introductory APR for six months based on your creditworthiness; after that, your APR will be **8.24%** to **13.24%** based on your creditworthiness -- for BMO Harris Bank MasterCard. **9.24%** to **13.24%** based on your creditworthiness -- for BMO Harris Bank Rewards MasterCard and BMO Harris Bank Premier Rewards MasterCard **14.24%** to **16.24%** based on your creditworthiness -- for BMO Harris Bank Select World MasterCard **11.24%** to **13.24%** based on your creditworthiness -- for BMO Harris Bank Premier World MasterCard This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	**14.24%** This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**22.24%** This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $0.50.
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 Fee	**$0** for BMO Harris Bank MasterCard and BMO Harris Bank Rewards MasterCard **$49** after the first year for BMO Harris Bank Premier Rewards MasterCard **$75** for BMO Harris Bank Select World MasterCard **$250** for BMO Harris Bank Premier World MasterCard
Transaction Fees	
• Balance Transfer	Either **$10** or **3%** of the amount of each balance transfer, whichever is greater
• Cash Advance	Either **$10** or **3%** of the amount of each cash advance, whichever is greater
• Foreign Transaction	**2%** of each transaction in U.S. dollars for BMO Harris Bank MasterCard, BMO Harris Bank Rewards MasterCard, BMO Harris Bank Premier Rewards MasterCard and BMO Harris Bank Select World MasterCard; **None** for BMO Harris Bank Premier World MasterCard.

Fees	
Penalty Fees • Late Payment	Up to **$35**

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

Loss of Introductory APR: We may end your introductory APR and apply the APR for purchases if you make a late payment -- for BMO Harris Bank MasterCard.

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

Cash Limit: Your Cash Limit is 50% of your Credit Limit.

Margins and Periodic Rates with Corresponding APRs:

	Purchase Rate	Balance Transfer Rate	Cash Advance Rate
Margin	4.99% to 12.99%	10.99%	18.99%
Periodic Rate (as of 12/31/2014)	0.6866% to 1.3533% (corresponding APR of 8.24% to 16.24%)	1.1866% (corresponding APR of 14.24%)	1.8533% (corresponding APR of 22.24%)

Annual Percentage Rates (APRs): Your Purchase, Balance Transfer and Cash Advance Rates will vary with the market based on the Prime Rate. APRs may increase if the Prime Rate increases. If the Prime Rate increases, we will change your variable rates for the billing cycle that begins in the next calendar month. The increased variable rates will apply to new transactions and existing balances. If any variable rate increases, the amount of Interest and the Minimum Payment Due may increase.

Minimum Payment Due: Your Minimum Payment Due will be the sum of (1) any past due amount, (2) any amount over your Credit Limit and (3) the greater of 2% of your New Balance or $25 (or your entire New Balance if it is less than $25) – for BMO Harris Bank Select World MasterCard and BMO Harris Bank Premier World MasterCard. Your Minimum Payment Due will be the sum of (1) the greater of 2% of your New Balance or $25 plus (2) the greater of any past due amount or any amount over your Credit Limit -- for BMO Harris Bank MasterCard, BMO Harris Bank Rewards MasterCard and BMO Harris Bank Premier Rewards MasterCard.

Limits on ATM Cash Advances: You may make no more than three cash withdrawals per day with a combined total of no more than $500, subject to your available Cash Limit.