make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations.

You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having an apparent legitimate business need for such information.

TERMINATION. Either You or We may cancel Your Account, at any time, whether or not You are in default You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of Ohio except to the extent that such laws are inconsistent with controlling federal law.

OWNERSHIP. Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and to discontinue its use immediately upon Our request.

ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER. We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

EFFECT OF AGREEMENT. Even though the sales, cash advance, credit or other slips You may sign or receive when using Your Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

UNAUTHORIZED USE. You may be liable for the unauthorized use of Your Card, You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us at (866) 757- 2720 or by writing to Us at P.O. Box 9215, Old Bethpage. NY 11804. In any case, Your liability will not exceed $50.

REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS. We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

FOREIGN TRANSACTIONS. For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government mandated rate in effect for the applicable central processing date. In each instance, plus 1.00% of the settlement amount.

GAMING AND WAGERING TRANSACTIONS. This Account is not to be used for any gaming or wagering transactions, including transactions for casino chips, bets, wagers, Internet gambling or any other gaming or wagering transaction. We will decline transactions for casino chips, bets, wagers, Internet gambling or any other gaming or wagering transaction.

TRANSACTION SLIPS. Your monthly statement will identify that merchant, electronic terminal or Financial Institution at which transactions were made, but sales, cash advances, credit or other slips cannot be returned with the statement.

LOST CARDS OR CONVENIENCE CHECKS. To report lost or stolen Credit Cards or Convenience Checks, You will immediately call Us at (866) 757-2720 or write to Us at P.O. Box 9215, Old Bethpage, NY 11804.

CREDITS. If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us a Slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will apply this credit against any future purchases and cash advances that You may make. If the credit is $1.00 or more, We will refund it within seven business days from receipt of Your written request. For any credit balance of $1.00 or more remaining in Your account for more than six months, We will refund the credit to You by check or credit to a deposit account that You have with Us.

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about Your rights and Our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT.

If You think Your statement is wrong, or if You need more information about a transaction on Your Statement, write to Us on separate sheet, at P.O. Box 9215, Old Bethpage. NY 11804. Write to Us as soon as possible. We must hear from You no later than 60 days after We sent You the first statement on which the error or problem appeared. You can telephone Us, but doing so will not preserve Your rights.

In Your letter, give Us the following information:

- Your Name and Account number.
- Dollar amount of the suspected error.
- Describe the error and explain, if You can, why You believe there is an error. If You need more information, describe the item You are not sure about.

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

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE.

We must acknowledge Your letter within 30 days, unless We have corrected the error by then. Within 90 days, We must either correct the error or explain why We believe the statement is correct. After We receive Your letter, We cannot try to collect any amount You question, or report You as delinquent. We can continue to bill You for the amount You question, including Interest Charges, and We can apply any unpaid amount against Your Credit Limit. You do not have to pay any questioned amount while We are investigating, but You are still obligated to pay the parts of Your statement that are not in question.

If We find that We made a mistake on Your statement, You will not have to pay any Interest Charges related to any questioned amount. If We didn't make a mistake, You may have to pay Interest Charges, and You will have to make up any missed payments on the questioned amount, In either case, We will send You a statement of the amount You owe and the date that it is due.

If you fail to pay the amount that We think you owe, we may report as delinquent. However, if our explanation does not satisfy You and You write to Us within 10 days telling us that you still refuse to pay, We must tell anyone that we report You to that You have a question about Your bill. And, We must tell You the name of anyone We reported You to. We must tell anyone We report You to that the matter has been settled between Us when it finally is. If We don't follow these rules, We can't collect the first $50 of the questioned amount, even if Your statement is correct.

CONTACTING YOU ABOUT YOUR ACCOUNT. If You provide a cell phone number, You agree that We, and Our service providers, may contact You using pre-recorded messages and automated dialing systems.

SPECIAL RULE FOR CREDIT CARD PURCHASES. If You have a problem with the quality of property or services that You purchased with a Credit Card, and You have tried in good faith to correct the problem with the merchant, You may have the right not to pay the remaining amount due on the property or services, There are two limitations on this right:

a. You must have made the purchase In Your home state, or, if not within Your home state, Within 100 miles of Your current mailing address; and

b. The purchase price must have been more than $50.

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

EQUAL CREDIT OPPORTUNITY ACT NOTICE

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 the applicant has the 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. The federal agency that administers compliance with this law concerning this lender is the Ofce of the Comptroller of the Currency, 400 7th Street SW, Suite 3E-218, Washington, D.C. 20219

IMPORTANT INFORMATION ABOUT PROCEDURES FOR 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.

What this means for you: 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 also ask to see a form of identification with your photograph or other identifying documents.

IDENTIFICATION THEFT. To protect our accountholders, we will verify the accountholder's identity during the account opening process (as required by the U.S. Patriot Act) or at other times that we deem reasonable. If we are not able to form a reasonable belief as to the accountholder's identity, or if we have reason to suspect potential identity theft, we will notify the accountholder of the needed information:

(A) At the accountholder's current address; or

(B) By any other means of communication that we and the accountholder have previously agreed to use. If you have any questions regarding our procedures, please notify us by calling our customer service center (1-866-757-2720).

PRIVACY. Please refer to the Nationwide Bank Notice of Privacy Policy concerning information collection and sharing, a copy of which can be obtained on our website at www.nationwidebank.com or by calling us at 877-422-6569.

One Nationwide Plaza
Columbus, Ohio 43215

BKN-0589AO.1

G-15215

# CREDIT CARD
## Agreement and Disclosure

THIS IS YOUR CREDIT CARD AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, VISA AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA CREDIT CARD AND ANY ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

DEFINITIONS. In this card Agreement. The reference to "We", "Us", "Our" and "Bank" mean NATIONWIDE BANK. The words 'You' and "Your" mean each person who accepts this Agreement or uses the VISA Credit Card. The words "Card" and "Credit Card" mean any VISA Credit Card issued to You by Us and any duplicates or renewals. The word "Account" means the credit available to You under the terms of this Agreement. Convenience Checks mean the special Account access devices that We may provide for Your use from time to time. If this is a joint Account, read singular pronouns in the plural.

PROMISE TO PAY. You, as the Borrower, under a Credit Card Agreement and Disclosure, understand that the following terms and conditions constitute Our Agreement with You. Your Account may be accessible through a variety of means which could include vouchers, checks, charge slips, convenience checks, Credit Cards and the like. Regardless of the access means, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Interest Charges and other fees or charges described herein.

USE OF YOUR CARD. You may use Your Card to buy goods and services in any place that It is honored and to get cash advances at participating financial institutions. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

SECURITY. Collateral (other than household goods or any dwelling) given as security for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

LINE OF CREDIT LIMITS. You will be notified of each specific Credit Limit for each Credit Card for which You are approved. Unless You are in default, any Credit Limits established for You will generally be self-replenishing as You make payments (except to the extent that payments credited to your Account may not replenish Your Credit Limit for a period of 10 calendar days following the date such payment is received). You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

JOINT ACCOUNTS. Each Borrower will be responsible, jointly and severally, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN) is requested and approved, You understand that any such account access device(s) will be mailed only to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE). Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay at any time without penalty. You also understand that You will only be charged periodic Interest Charges to the date that You repay Your entire balance. You may make larger payments without penalty. Any partial payment or prepayment will not delay Your next schedule payment. All payments to Us must be in lawful money of the United States.

Payments made in excess of the Total Minimum Payment Due will be applied to the balance with the highest Annual Percentage Rate and any remaining portion to the other remaining balances in descending order based on the applicable Annual Percentage Rate. Your Payment Due Date will remain the same day of the month and will be at least 25 days from the close of the billing cycle. Any unpaid portion of the Interest Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Interest Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Interest Charges.

Minimum Monthly Payments will be an amount equal to 2.50% of Your new unpaid balance at the end of each billing cycle, subject to the lesser of $50.00 or Your balance, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your approved Credit Limit. You may, by separate agreement, authorize Us to charge Your payment directly to Your savings or checking account.

INTEREST CHARGES. In the case of any transactions under Your Account, the balances subject to the periodic Interest Charge are the average daily transactions balances outstanding during the month (new and previous). To get the average daily balance, We take the beginning balance of Your Account each day, add any new purchases. cash advances, insurance premiums, debit adjustments or other charges and subtract any payments, credits and unpaid Interest Charges. This gives Us the daily balance. Then We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Interest Charge for a billing cycle is computed by multiplying the average daily balance subject to an Interest Charge by the Monthly Periodic Rate. You can avoid Interest Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to an Interest Charge. Cash advances are always subject to an Interest Charge from the later of the date they are posted to Your Account or from the first day of the billing cycle in which the cash advance is posted to Your Account.

VARIABLE RATE: Upon the expiration of any Introductory Rate, all transactions described in the Pricing Document are subject to a Variable Rate that is based on the highest Prime Rate as published in the Money Rates section of The Wall Street Journal in effect on the 15th day of each month of each year ('Index') plus Our Margin. The Index plus the Margin equals the Interest Rate. An increase or a decrease in the Index will cause a corresponding increase or decrease in Your Variable Interest Rate on the first day of the billing cycle of the month immediately following any such change in the index.

An increase in the index means that You will have a higher interest Rate and have a higher Minimum Payment Due. If the Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, at our sole discretion, substitute another index. Your Interest Rate will never be greater than 24.99% and will apply to Your remaining principal balance.

For the applicable Margin, Index, Monthly Periodic Rate and corresponding Annual Percentage Rate, refer to the accompanying Pricing Document that We have enclosed with and made a part of this Agreement.

DEFAULT ANNUAL PERCENTAGE RATE. A default APR may be applied to your account if you:

1. Make a late payment
2. Go over your credit limit twice in a six-month period;
3. Make a payment that is returned; or
4. Do any of the above on another account that you have with us.

Should any of the above events occur, the Margin, Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to Your entire balance existing at that time and in the future may immediately increase to the levels described in the accompanying Pricing Document that We have enclosed with and made a part of this Agreement. This Penalty Rate will remain in effect until you make each total Minimum Payment Due by its payment due date and do not exceed your credit limit for 6 consecutive billing cycles starting with the first billing cycle after the Penalty Rate is in effect. Once You have made the 6 consecutive payments as described above, We will return your Annual Percentage Rate to its prior margin.

FEES AND CHARGES. You will be charged certain fees and charges associated with the use of Your Card. For a complete list of those fees refer to the accompanying Pricing Document that We have enclosed with and made a part of this Agreement.

OVERDRAFT PROTECTION. We may transfer funds in multiples of $100 (or in such increments as We may from time to time determine) to Your checking account by an advance on Your VISA Account, subject to this provision, to clear any Overdraft on Your checking account. Whether or not such transfers occur will be controlled by this Agreement. In any event, You hold Us harmless for any and all liability which might otherwise arise if the transfer does not occur. Overdraft Protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.

PERIODIC STATEMENT. On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when an Interest Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. Each statement is deemed to be a correct statement of account unless You establish a billing error pursuant to the Federal Truth-In-Lending Act.

GRACE PERIOD. Your due date is at least 25 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 (balance transfers may be subject to any introductory APR period) on the on the transaction date.

CREDITING PAYMENTS TO YOUR ACCOUNT. We will credit payments as of the date received if the payment is:

- For mailed payments, received by 5 p.m. on a normal business day at the address designated for mailed payments contained in your billing statement instructions.
- If in person, received at one of our branches, by 4p.m. on a normal business day
- Paid in U.S. dollars by cash, money order, draft, check or other similar instrument in properly negotiable form drawn on a U.S. financial institution, or by electronic fund transfer if Nationwide Bank and the borrower have so agreed. Only your payments sent via mail must be either a check or money order.
- Sent in the return envelope with only the remittance portion of your statement included with the payment. (Do not fold the enclosed check or remittance portion. Do not include paper clips, staples, tape or other correspondence or more than one payment in the envelope.)

Payments that do not meet these requirements, such as payments erroneously sent to other Nationwide P.O. Boxes addresses, will be credited not more than 5 business days after the date of receipt and interest charges may accrue for the period between receipt and crediting of payments.

OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS. We are under no obligation to honor Your Convenience Checks if:

(1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

DEFAULT. You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) Go over your credit limit twice in a six-month period; or (c) Make a payment that is returned; or (d) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (e) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (f) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us: and/or (g) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence. If You are in default, We may, without prior notice or demand and to the extent permitted by law, cancel Your rights under this Agreement, declare the entire unpaid balance of Your Account immediately due and payable, and require the return of all access devices.

COLLECTION COSTS. In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any collateral.

ENFORCEMENT. We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full' without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly if You move or otherwise have a change of address. As part of our processes to protect our cardholders, we will verify all address change requests so that we may form a reasonable belief that only authorized address changes are processed. As one of our safeguards, we will not issue a card or other access device until we have successfully verified any requested address changes. In accordance with our policies and procedures, and for the purpose of assessing the validity of requested address change, we will notify the cardholder of the address change request:

(A) At the cardholder's former address; or

(B) By any other means of communication that we and the cardholder have previously agreed to use.

If your address changes, we have an incorrect address for you, or if you have any questions regarding our procedures, please notify us by calling our customer service center (1-866-757-2720).

CHANGE IN TERMS. We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances. If a Change in Terms to this Agreement gives You the opportunity to reject the change, and if You reject the change in the manner provided in any such Change in Terms, We may terminate Your right to receive credit and may ask You to return all credit devices as a condition of Your rejection. We may replace Your card with another card at any time.

INTEGRATED DOCUMENTS. Any separate sheet of paper, which is delivered together with this Agreement or at a later date, becomes an integrated part of this Agreement.

CONSENT TO AGREEMENT. You acknowledge receipt of a copy of this Agreement. By signing the application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

UPDATING AND DISCLOSING FINANCIAL INFORMATION. You will provide facts to update information contained in Your original Account application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary,