

your revolving credit line. We then add the largest of the following:

- The New Balance on the billing statement if it is less than \$40.00;
- \$40.00, if the New Balance is at least \$40.00;
- 3% of the New Balance (rounded to the nearest dollar).

The Minimum Amount Due never exceeds the New Balance. In calculating the Minimum Amount Due, we may subtract from the New Balance certain fees added to your account during the billing period.

Application of Payments: Each billing period, to the extent your payments exceed the Minimum Payment Due shown on your current billing statement, we will apply these excess amounts in order of the APR applicable to the balance of each transaction category generally from highest to lowest, beginning with the balance subject to the highest APR. Otherwise, we will apply payments and credits at our discretion, including in a manner most favorable or convenient for us. In all cases, we will apply payments and credit in accordance with applicable law.

Payment Instructions: Payments are credited in accordance with the payment instructions on the billing statement. Payments received in proper form online, in branch, or at our processing facility by 5PM local time on any day will be credited as of that day. Payments received online, in branch, or at our processing facility after 5PM local time will be credited as of the next day. You must pay us in U.S. dollars using a check, similar instrument, or automatic debit that is drawn on and honored by a financial institution in the U.S. Do not send cash. We can accept late or partial payments, and payments that reflect “paid in full” or other restrictive endorsements, without losing our rights. We reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate at our discretion and credit your account in U.S. dollars after deducting any costs incurred in processing your payment, or we may bill you separately for such costs.

Foreign Currency Conversion Procedures: If you make a transaction in a foreign currency, other than a cash advance made at a branch or ATM of one of our affiliates, MasterCard converts the amount into U.S. dollars as follows: MasterCard complies with its foreign currency conversion procedures then in effect. MasterCard currently uses a conversion rate in effect one day prior to its transaction processing date. Such a date is either a wholesale market rate or the government-mandated rate.

The foreign currency conversion rate in effect on the applicable processing date for a transaction may differ from the rate in effect on the Sale or Post Date on your billing statement for that transaction.

If a transaction is converted by a third party prior to such transaction being processed by MasterCard, the foreign

currency conversion rate for that transaction will be the rate selected by that third party.

CREDIT REPORTING

We may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may appear on your credit report. If you request cards on your account for others, we may report account information in the names of those other people as well. We may also obtain follow-up credit reports on you (for example, when we review your account for a revolving credit line increase). If you wish to know which agencies we contacted, write us at the Cardmember Services address on the billing statement.

If you think we reported erroneous information to a credit reporting agency, write us at the Cardmember Services address on your billing statement. We will promptly investigate the matter and if we agree with you, we will contact each credit reporting agency to which we reported and request a correction. If, after our investigation, we disagree with you, we will tell you in writing or by telephone how to submit a statement to those agencies for inclusion in your credit report.

CHANGES TO THIS AGREEMENT

Upon proper advance notice, we may change the rates, fees, and terms of this Agreement at any time for any reason, as permitted by law. Further, we may be compelled to change the rates, fees, and terms of this agreement if you change your state of residence. These reasons may be based on information in your credit report, such as your amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. Changing terms includes adding, replacing, or deleting provisions relating to your account and to the nature, extent, and enforcement of the rights and obligations you or we have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 60 days prior to the date the change becomes effective. Your continued use of the account shall be deemed acceptance of the new terms.

DEFAULT

You default under this Agreement if you fail to pay the Minimum Amount Due by its due date for sixty (60) days, pay by a check or similar instrument that is not honored or that we must return because it cannot be processed, pay by automatic debit that is returned unpaid, file for bankruptcy, or default under any other Card Agreement you have with us. If you default, we may close your account and increase the minimum payment up to twice the existing minimum payment due. If you gave the financial institution guaranteeing your account a security interest or other deposit, we may use the deposit amount to pay any amount you owe.

REFUSAL OF THE CARD, CLOSED ACCOUNTS, AND RELATED PROVISIONS

Refusal of the Card: We do not guarantee approval of transactions and are not liable for transactions that are not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges until we can verify the activity.

Preauthorized Charges: If you default, if the card is lost or stolen, or we change the account for any reason, we may suspend automatic charges with third party vendors. If preauthorized charges are suspended, you are responsible for making direct payment for such charges until you contact the third party to reinstate the automatic charges.

Lost or Stolen Cards, Account Numbers, or Convenience and Balance Transfer Checks: If any card, account number, or check is lost or stolen, or if you think someone used or may use them without permission, call us immediately at the Cardmember Services number on the billing statement. We may require you to provide certain information in writing to help us find out what happened and to comply with our investigation. You must identify for us the charges that were not made by you, or someone not authorized by you, and from which you received no benefit.

Closing Your Account: You may close your account by notifying us in writing or calling us toll-free at the Cardmember Services number shown on the billing statement or on the back of your credit card but must still repay the total balance in accordance with this Agreement. We may close your account or suspend account privileges at any time for any reason without prior notice. We may also reissue a different card at any time. You must return any card to us upon request.

Security Interest for Secured Accounts: If your account is a secured account, you gave your financial institution a security interest or other deposit to secure payment of your account. If you withdraw your funds from the account set up to secure your credit account, the financial institution will notify us and we will close your account.

WHAT TO DO IF THERE IS AN ERROR IN YOUR BILL
Your Billing Rights. Keep This Notice for Future Use. This notice contains important information about your rights and our responsibilities under the Fair Credit Reporting Act.

Notify Us in Case of Errors or Questions About Your Bill. If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) as soon as possible at the address provided in the Billing Rights Summary portion on the back of your statement. 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.
- The 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 unsure about.
- Please sign your letter.

If you authorize us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, you must tell us at least 3 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 your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name and address of to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct.

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:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and
- 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.

DISPUTE RESOLUTION

Any dispute, controversy or claim arising under or otherwise in connection with this Agreement (including any breach, termination, validity or enforceability of any provision hereof) (a “Dispute”) shall be resolved as follows: Either Party may submit the Dispute to non-binding mediation in the State of Iowa, in accordance with the Rules of Arbitration then prevailing of the American Arbitration Association (the “Rules”). The Parties will mutually agree upon the mediator. If the Parties are unable to agree upon the mediator, the mediator will be selected by the Des Moines, Iowa office of the American Arbitration Association. If the Dispute is not resolved through mediation within ten (10) business days after the conclusion of the Hearing (as defined below), the Dispute may be submitted to arbitration in Des Moines, Iowa for resolution by final and binding arbitration by a sole arbitrator under the Rules, upon written notice of demand for arbitration by the Party seeking arbitration, setting forth the specifics of the matter in controversy or the claim being made.

“Hearing” means a hearing before the mediator during which each Party presents its position regarding the Dispute.

APPLICABLE LAW AND ENFORCING OUR RIGHTS

Applicable Law: The terms and enforcement of this Agreement shall be governed by federal law, the law of your state of residence, and the law of Iowa, where we are located.

Change of State of Residence: If you change your state of residence, please notify us by either calling 888-4-ATIRA-1 (888-428-4721) or by writing us at P.O. Box 14542, Des Moines, IA 50306-3542. We may be compelled to change the terms of this Agreement.

Enforcing this Agreement: We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

Collection Costs: If we refer collection of your account to a lawyer who is not our salaried employee, you are liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action, to the extent applicable by law.

Assignment: We may assign any or all of our rights and obligations under this Agreement to a third party.

For Wisconsin Residents: If you are married, please contact us immediately upon receipt of this Agreement at 888-428-4721 and provide us with the name and address of your spouse. We are required to inform your spouse that we have opened a credit account for you.

FOR FURTHER INFORMATION

Call the toll-free Cardmember Service number shown on your billing statement or on the back of your card. You can also call local or toll-free Directory Assistance to get our telephone number.



Cardmember
Agreement

CARD AGREEMENT

This Card Agreement, which includes your card carrier and welcome letter, is your contract with us and governs the use of your card and account. The welcome letter contains important account information, including your annual percentage rates. Please read and keep these documents for your records.

DEFINITIONS

We, Us, and Our: TMG Financial Services, Inc., the issuer of your account

You, Your, and Yours: the person who applied to open the account and any other person responsible for complying with this agreement, including the person to whom we address the billing statements

Account: the relationship established between you and us by this card agreement

APR: annual percentage rate

Card: one or more cards or other account access devices, including convenience checks and account numbers, that we issue to you to obtain credit under this Card Agreement

FACTS ABOUT RATES AND FEES

For complete information about these facts, please see the related sections in this Card Agreement.

TRANSACTION FEES – FINANCE CHARGES

Transaction Fees and APRs: If you are assessed a transaction fee for a purchase made in a foreign currency or a cash advance, the transaction fee may cause the APR on the billing statement on which the transaction first appears to exceed your normal APR.

Annual Fee: None.

Balance Transfer Fee: None.

Foreign Currency Conversion Fee: 1% of each transaction amount after its conversion into U.S. dollars. For each purchase made in a foreign currency we add an additional FINANCE CHARGE of 1% of the purchase amount after its conversion into U.S. dollars.

Cash Advance Fee: Fee ranges from \$0.25 to 4% of each cash advance with a \$10 minimum. You obtain a cash advance if you obtain funds through an automated teller machine (ATM), convenience check, home or online banking site, or financial institution; make a wire transfer; obtain a money order, traveler’s check, lottery ticket, casino chip, or similar item; or engage in a similar transaction. For each cash advance, we add an additional **FINANCE CHARGE** ranging from \$0.25 to 4% of the amount of the cash advance, but not less than \$10.00.

OTHER FEES

Some fees vary by state and are disclosed below. Specific fee amounts that apply to your account will be disclosed as part of your welcome letter.

Late Fee: We may add a late fee as outlined below to the standard purchase balance for each billing period you fail to pay the Minimum Amount Due by its due date. \$5.00 for KY, WY, MS, and SD; \$10.00 for CA; \$15.00 for AK, AL, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, TN, TX, UT, WI, WV, VA, VT, WA, AE, AA, and AP.

Returned Payment Fee: We may add a fee as outlined below to the standard purchase balance if a payment check or similar instrument is not honored or returned because it cannot be processed, or if an automatic debit is returned unpaid. We assess this fee every time your check or payment is not honored. \$0.00 for OK and IN; \$10.00 for NV; \$15.00 for MS, SD, and TX; \$20.00 for AK, AL, AR, AZ, CA, CO, CT, DE, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NY, OH, OR, PA, RI, SC, SD, TN, UT, VA, VT, WA, WI, WV, WY, AE, AA, and AP.

Returned Convenience Check Fee: We may add a \$20.00 fee to the standard purchase balance if we decline to honor a convenience check. We may decline to honor these checks if, for example, the amount of the check would cause the balance to exceed the cash advance limit or revolving credit line, if you default, if you did not comply with our instructions regarding the check, or if your account has been closed. Returned convenience check fees do not apply to CO.

Stop Payment on Convenience Check Fee: We may add a \$20.00 fee to the standard purchase balance if we honor your request to stop payment on a convenience check. To stop payment on a convenience check, write us at P.O. Box 14542, Des Moines, Iowa, 50306-3542, or call the Cardmember Service number on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order remains in effect for 6 months unless renewed in writing. Stop payment fees do not apply to the following states: CO, OK, and IN.

Credit Card Replacement Fee: We may add a fee to the standard purchase balance if you request a replacement credit card. This fee is based on the delivery type you request. The fee is: \$25.00 if you request the standard replacement which is shipped 2 days after your request; \$65.00 if you request a non-emergency delivery shipped via FedEx 1 day after your request; or \$105.00 if you request an emergency card replacement which is shipped at time of request. Card replacement fees do not apply to the following states: CO, OK, and IN.

Rush PIN Fee: There is no charge for issuing you a Personal Identification Number (PIN) for use with your credit card when it is sent via standard postage. We may add a \$10.00 fee to the purchase balance if you request your PIN rush-delivered to you via Fed Ex. Rush PIN fees do not apply to the following states: CO, OK, and IN.

Document Copy Fee: We may add a \$15.00 fee to the standard purchase balance if you request a copy of a sales

slip, refund slip, cash advance slip, or travel and entertainment (T & E) draft. Document copy fees do not apply to the following states: CO, OK, and IN.

Check Copy Fee: We may add a \$20.00 fee to the standard purchase balance if you request a copy of a returned convenience check. Check copy fees do not apply to the following states: CO, OK, and IN.

Statement Copy Fee: We may add a \$5.00 fee to the standard purchase balance if you request a copy of a billing statement. Statement Copy fees do not apply to the following states: CO, OK, and IN.

Research Fee: We may add a fee to the standard purchase balance for time we spend to research an item regarding your account at your request. The fee is \$15.00 per hour. Research fees do not apply to the following states: CO, OK, and IN.

Rates, fees, and terms may change: Upon notice to you, we may change the rates, fees, and terms of your account at any time for any reason, as permitted by law. These reasons may be based on information in your credit report, such as amounts owed to other creditors, the number of credit cards outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. If we make a change for any of these reasons, you will receive advance notice and a right to opt-out in accordance with applicable law.

We will, to the extent required by applicable law, periodically review your Account to determine if any of your APRs should be reduced. Any reduced APRs on new and existing balances may be different and may be higher than your previous standard APR for purchases, balances and/or cash advances or any promotional rate.

YOUR ACCOUNT

You agree to use your account in accordance with this Agreement. This Agreement is binding on you unless you have not used or authorized use of the card. You must pay us for all amounts due on your account as specified in this Agreement. Your account must only be used for lawful transactions.

Authorized Users: You may allow authorized users to use your account. You may request additional cards for authorized users. You must pay us for all charges made by authorized users, even if you did not intend to be responsible for those charges. You must notify us to revoke any permission you give to an authorized user to use a card or to use your account.

Revolving Credit Line: Your initial revolving credit line appears on the card carrier and your welcome letter. The full amount of your revolving credit line is available to buy or lease goods or services where the card is honored. Part of your revolving credit line, called the cash advance limit, is available for cash advances. Your cash advance limit appears on your welcome letter. We may change your revolving credit line or cash advance limit at any time for any

reason. We will notify you of any change, but the change may take effect before you receive the notice. We may permit you to incur charges that cause your New Balance to exceed your revolving credit line. These charges will be evaluated based on account performance, information contained on credit bureau reports we review periodically, and other credit accounts with us. If we authorize these charges, you must pay, as part of your minimum amount due, the amount by which your New Balance exceeds your revolving credit line, including amounts due to purchases, cash advances, finance charges, fees, or other charges.

Billing Statement: Your billing statement shows the total balance, periodic finance charges, fees, minimum amount due, and payment due date. It also shows your current revolving credit line and an itemized list of current charges, payments and credits; a rate summary; and other important information. We deliver a statement to only one address. You must notify Cardmember Services of a change in address. If we deem your account uncollectible or institute collection proceedings through an outside agency or attorney, we may stop sending you statements. Periodic finance charges and fees may continue to accrue even if we stop sending statements.

The total amount you owe us appears as the New Balance on the billing statement. To determine the New Balance we begin with the total balance at the start of the billing period. We add any purchases or cash advances and subtract any credits or payments credited as of that billing period. We then add any periodic finance charges or fees and make other adjustments.

APRs

APRs Based on Prime: We calculate any APR based on the U.S. Prime Rate (“Prime Rate”) by adding a premium to the Prime rate, these rates are variable and may vary. For each billing period, we use the Prime Rate published in *The Wall Street Journal* up to 3 business days prior to the Statement Closing Date for that period. If *The Wall Street Journal* does not publish the Prime Rate, we may substitute a similar published rate. A change in the APR due to a change in the Prime Rate takes effect as of the first day of the billing period for which we calculate the APR. We apply the new applicable APR to any existing balances, subject to any promotional rates that may apply.

Penalty Rate: Each time you do not make the Minimum Payment Due within 60 days of the Payment Due Date, we may, in accordance with applicable law:

Terminate the availability of any promotional APRs on new transactions; and

Increase your APRs for new transactions to variable Penalty Rates. Your new variable Penalty Rate for a new transaction is determined by adding the additional penalty percentage points disclosed in your welcome letter to the otherwise applicable APR and will vary based on any changes in the Prime Rate. When we first determine the variable Penalty Rates, we use the Prime Rate effective for the billing period in which you pay late. We will base your Penalty Rate on

your creditworthiness and other factors such as your current APRs and your Account history. The variable Penalty Rates are determined in accordance with the Periodic Finance Charges section.

If we increase any of your APRs to a Penalty Rate, we will send you a notice, in accordance with applicable law, advising of the date the new Penalty Rate will apply (the “Penalty Rate Effective Date”), the type of new transaction to which it will be applied (note: the new Penalty Rate will not apply to any other transactions), and your right to reject the new Penalty Rate. New transactions are those transactions which either have a transaction date, as shown on your billing statement, of more than 14 days after we mail or deliver the notice to you, or if permitted by applicable law, were posted to your Account after the current Penalty Rate Effective Date.

If your Annual Percentage Rate for purchases, balance transfers or cash advances was increased to a Penalty Rate, we will, to the extent required by applicable law, periodically review your Account to determine if any of your APRs should be reduced. Any reduced APRs on new and existing balances may be different and may be higher than your previous standard APR for purchases, balances and/or cash advances or any promotional rate.

PERIODIC FINANCE CHARGES BASED ON APRs

Periodic Finance Charges: Periodic finance charges are finance charges that are added to your account when we apply the applicable APR to the balances on your account. We calculate periodic finance charges separately for each balance subject to different terms; for example, standard purchases, standard cash advances, and each promotional offer. The total periodic finance charge for the billing period equals the daily periodic finance charges for each balance for each day in the billing period. This method of calculating periodic finance charges results in daily compounding of finance charges.

When Periodic Finance Charges Begin to Accrue:

Periodic finance charges begin to accrue on purchases, cash advances, balance transfers, transaction fees, other fees, and any minimum finance charges from the date it is added to the daily balance, and continue to accrue until payment in full is credited to your account. You can avoid periodic finance charges on purchases that appear on your billing statement if you pay the New Balance on your statement in full by the payment due date. If you made a balance transfer, you may be unable to avoid periodic finance charges on new purchases, as described in the balance transfer offer.

Calculation of Periodic Finance Charges: For each balance, we multiply the daily balance by the applicable daily periodic rate. We do this for each day in the billing period. A daily periodic rate is the applicable APR divided by 365. A billing period begins on the day after the Statement Closing Date of the previous billing period and includes the Statement Closing Date of the current billing period.

To get the daily balance, we take the beginning balance every day, (including unpaid periodic finance charges from the previous billing periods), add any new charges, and any periodic finance charges on the previous day’s balance, subtract any credits or payments credited as of that day, and make other adjustments. A credit balance is treated as a balance of zero.

We add a charge to the daily balance as follows: We add a purchase to the appropriate balance as of the Sale Date on the billing statement. We add a balance transfer or cash advance to the appropriate balance as of the date on the statement. We add any transaction fees for purchases or cash advances to the same balance as the transaction as of the same date the transaction is added to the daily balance. The Post Date is the date we receive a request that we complete a balance transfer or cash advance, including a request that we complete a balance transfer or cash advance convenience check for a specific amount. If you send a balance transfer or convenience check directly to someone, the Post Date is the date we receive the check for payment. To get the total periodic finance charge, we add up all of the daily periodic finance charges for each balance for each day in the billing period.

For each balance, the Balance Subject to Finance Charge on the statement is the average of the daily balances during the billing period. If you multiply this figure for each balance by the number of days in the billing period and by the applicable daily periodic rate, the result is the periodic finance charges assessed for that balance, except for minor variations caused by rounding.

Effect of APR Increases: If the APR on your account increases in accordance with this Agreement and as permitted by law, periodic finance charges increase and your minimum payment may increase.

Minimum Finance Charge: If the periodic rate finance charge would otherwise be less than \$0.25, we assess a minimum **FINANCE CHARGE** of \$0.25. We add the amount to any balance that is assessed a finance charge.

Balance Transfer Checks and Convenience Checks: Each check must be in the form it was issued and used according to any instructions we give. The checks must not be used to pay an amount owed us under this or any other Card Agreement that you have with us. We do not certify these checks or return any such checks that have been paid.

PAYMENTS

Minimum Amount Due: Each month your statement balance is greater than \$0, you must pay at least the Minimum Amount Due by the payment due date. The sooner you pay the new Balance, the less you will pay in periodic finance charges.

To calculate the Minimum Amount Due, we begin with any past due amount and add any amount in excess of