

**CREDIT CARD CONTRACT
AND INITIAL DISCLOSURE STATEMENT**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	15.00%
APR for Cash Advances	15.00%
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date. You cannot avoid paying interest on Cash Advances.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard

Fees	
Annual Fee	None
Transaction Fees	
Cash Advance	Either \$5 or 2% of the amount of each cash advance, whichever is greater.
Foreign Transaction	2% of each transaction in US Dollars
Penalty Fees	
Late Payment	Up to \$25
Returned Payment	Up to \$25

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including new purchases)" as defined in Paragraph 9.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in Paragraph 15 of this Contract.

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Please read this Contract carefully. Your credit card account is governed by this Contract. In the Contract, "Bank," "we," "our" and "us" refer to First National Bank (Ft. Pierre, SD) and we are the creditor named in the application you signed. "You," "your" and "applicant" are the person(s) who applied to us for the Credit Account. "**Contract**" means the terms and conditions outlined in this Contract that governs the use of your Credit Account and Card. "**Credit Account**" or "Account" means the credit card account we open for you, which is used to record transaction activity made by you when you access or otherwise utilize the line of credit we extend to you. "**Credit Limit**" means the maximum amount of credit which may be outstanding at any time on the Credit Account.

1. **Your Responsibility for the Account:** You are responsible for the balance on the Account and you agree to pay the balance under the terms of this Contract. You need to sign the back of the Card. You need to protect and control the Card by not letting any other person use it. If you let another person use it, you agree to be responsible for any charges they make. We may permit you to add an Authorized User to your account. An Authorized User is any person you authorize to use the Card or your Account to obtain credit. If you add an Authorized User, you agree to pay for any charges they make as well as any related fees or interest. If you do not pay for the Authorized User charges, we may have rights to collect directly from them at our option. If you want to remove an Authorized User from your account, you need to get the card from them and notify us. If you cannot get the card, contact us immediately and we will close the account to try to stop further charges. The Cards remain our property and you agree to return them upon our request or we have the right to have a merchant keep the card and return it to us. If your card is lost or stolen or you suspect unauthorized use of your Account, you agree to notify us immediately.
2. **Using your Account to Obtain Credit:** You can use the Card and your Account to make charges. We can close or suspend the account at any time for any reason. We also can limit the number or amount of charges you can make on the Account. You may be assigned a PIN (Personal Identification Number) or you may request a PIN to use ATM's to obtain Cash Advances. The minimum Cash Advance is \$20.00 or more. Your Card and Account cannot be used for illegal charges.
3. **Your Credit Limit:** The Credit Limit is printed on the Card Carrier and on your Statements. You may not exceed your Credit Limit at any time. If your balance is more than your Credit Limit, you must pay the amount over your Credit Limit immediately and we may suspend your account.
4. **Monthly Billing Statements:** We will send you a statement every month with the account activity, fees and interest. It will also show your balance, interest, fees charged, minimum payment and payment due date.
5. **Payments:** Payments should be sent to the address on the Payment Coupon with your billing statement. If you send a payment to any other address, there may be a delay in crediting it to your account. We do not lose any of our rights to collect the full balance if we accept late payments, partial payments or checks or money orders marked "payment in full" or similar language. Do not send us postdated checks. If you do, we may deposit them immediately and we will not have any liability. We will post payments upon receipt but your available credit may be limited for up to thirty (30) days. If your payment is returned unpaid from your bank, we may re-present it electronically. If this occurs, your check will not be sent to your bank but they can get a copy of it at your request.
6. **Minimum Payment:** You may pay your entire balance at any time, without penalty. If there is a balance on your account, you must pay at least the Minimum Payment each month. The Monthly Minimum Payment is the greater of: \$25.00; 2% of your balance; and is rounded to the nearest whole dollar. The Minimum Payment is your current Monthly Payment plus any past due Monthly Payments plus the amount your balance is over your Credit Limit. If your New Balance is less than \$25.00, you must pay the full balance. Your payment must be received by the Payment Due Date. The Payment Due Date will be twenty-five (25) days from the Closing Date. The Closing Date is the last day of the billing cycle.
7. **Applying your Payments:** In general, the payment will be applied in the following order: Unpaid Interest, Unpaid Fees and other Charges; and then principal balance. Payments applied to the principal balance will first be paid to balances at the highest Annual Percentage Rate (APR) and then to balances at lower APR's.
8. **Payment Methods:** All payments must be made in U.S. dollars and drawn on a financial institution located in the United States. Do not send cash through the mail.

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9. **When Interest is Charged** Interest will be charged on Purchases if you did not pay the previous balance in full by the Payment Due Date. For Cash Advances, Interest is imposed from the date the Cash Advance is made until it is paid in full and there is no way to avoid Interest. We will charge interest on the Average Daily Balance (including New Transactions). This balance is figured by adding the outstanding balance (including new transactions and deducting payments and credits) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. We divide the Annual Percentage Rate (APR) by 12 months to determine the Monthly Rate. The Average Daily Balance (including New Purchases) multiplied by the Monthly Rate equals the Interest Amount.
10. **Account Fees:** You agree to pay us the following fees which will be billed to your account as a purchase and will accrue interest:
- a. Late Fee: You will be billed up to \$25 if your payment is not received by your payment due date.
 - b. Returned Payment Fee: You will be billed up to \$25 if your payment is returned for any reason.
 - c. Cash Advance Fee: You will be billed \$5 or 2%, whichever is greater, for each cash advance
 - d. Foreign Transaction: You will be billed 2% of each transaction in U.S. dollars.
11. **Lost or Stolen Cards:** If your Card is lost, stolen or being used without your permission, call us toll free (800) 423-7503, 24 hours a day. You should also write to us. Do not use the Card or Account after you have notified us. You will not be responsible for paying for any unauthorized use after you notify us of the loss, theft or unauthorized use.
12. **If Card is Refused:** We are not responsible, and have no liability if your Card or Account is not accepted for a charge. Although you may have the credit available, we may be unable to authorize credit due to system difficulties or mistakes.
13. **Cardholder Privacy:** We will send you a Privacy Notice annually. Your telephone calls with our representatives may be recorded for quality and other purposes. We may use automated telephone equipment or pre-recorded telephone calls to contact you at any number you provide to us or that we obtain, including any cellular telephone number. You agree that we will not be responsible for the release of information to anyone who has gained possession of a Card or Identification Number, Credit Account Number or Social Security Number.
14. **Calls and Text Messages to Your Cellular Phone:** If you provide us with your cellular phone number or contact us from your cellular phone, you are providing this phone number for us, our affiliates or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your account and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options for text messages or other electronic communications that may be received or accessed from your cellular phone and you agree that by enrolling in these services, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment.
15. **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: First National Bank, PO Box 5097, Sioux Falls, SD 57117-5097. In your letter, give us the following information: Your name and account number; the dollar amount of the suspected error; a description of the 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; 1) Within 60 days after the error appeared on your statement and 2) If you have enrolled in automatic payment, at least 3 business days before the 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.
- When we receive your letter, we must do two things:** 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. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.
- While we investigate whether or not there has been an error:** We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue

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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 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: These limitations do not apply 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: First National Bank, PO Box 5097, Sioux Falls, SD 57117-5097. 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.

16. **Delay in Enforcement:** We can delay enforcing or fail to enforce any of our rights under this Contract without losing them.
17. **Credit Reports:** You authorize us to obtain credit reports about you for any legitimate business purpose. We may obtain a credit report for reviewing, modifying the terms, renewing the account or collection. 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. You and each Authorized User agree that we may report account information to credit reporting agencies in the names of both you and the Authorized User.
18. **Change in Terms of your Credit Account:** We may change any term of this Contract at any time upon such notice to you as is required by law. You may have the right to reject the change in terms, depending on the type of change, and if you do, your account will be closed and you will be able to pay off the balance under the terms in effect at that time.
19. **Law Governing this Contract:** This Contract is entered into in the State of South Dakota where the decision to grant credit will be made. Therefore, this Contract will be governed by the laws of the State of South Dakota applicable to contracts, and by applicable Federal law.
20. **Severability:** If any provision of this Contract is invalid or unenforceable under any law, rule or regulation, it shall not affect the validity or enforceability of any other provision of this Contract.
21. **Default:** You will be in default of this Contract if any of the following occur:
 - a. If you do not make a Minimum Payment on your Account on or before the Payment Due Date;
 - b. If you die or become legally incompetent;
 - c. If you become insolvent or bankrupt;
 - d. If you exceed or attempt to exceed your Credit Limit;
 - e. If you provide us with or have provided us with false or misleading information or signatures at any time;
 - f. If you fail to comply with this Contract;
 - g. If you request an excessive number of replacement Cards; or
 - h. We reasonably deem the prospect of repayment of your Account to be in jeopardy for any reason.

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If you are in default, we may immediately cancel your Account and we do not have to give you notice of cancellation. We can also require that you pay us the balance on your Account. You agree that you will return the Card(s) to us. Even if an account is in default, you agree to pay Interest and Fees as defined in this Contract until your balance is paid in full. If your Account is in default and you try to make charges, we can use any legal means to recover the Card(s) including listing your Account in warning bulletins and offering rewards for the return of the cards. If you resolve a default situation, we can still declare the same or another default later on your Account.

22. **Cancellation:** You may cancel your Account at any time by notifying us in writing at the address on your monthly Statement and returning all Cards issued on your Account (cut in half). Even if your Account is closed, you agree to pay the balance on the account under the terms of this Contract. We can suspend your Account privileges or cancel your Account at any time, for any reason. We will notify you after we do so, unless you are in default at that time. We will have no obligation to notify you prior to suspending your charging privileges or cancelling your Account. If you cancel your Account within 30 days after the Contract is first mailed to you and if you have not used your Account for any charges, all initial fees billed to your Account will be credited back to your Account.
23. **Collection Costs:** Unless prohibited by applicable law, if we start collection proceedings to recover amounts you owe us by reason of this Contract, you agree to pay reasonable attorney's fees and other collection costs.
24. **Headings:** The headings used in this Contract are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of this Contract.
25. **State Notices:**
 - a. **California Residents:** A married applicant may apply for a separate account. As required by law, you are hereby notified that negative credit reporting may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the Account up to the limit of the Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.
 - b. **Kentucky Residents:** You may pay the unpaid balance of your Account in whole or in part at any time.
 - c. **Maine Residents:** Payment Protection provided herein is voluntary and you have the right to cancel such protection at any time.
 - d. **New York Residents:** Consumer reports may be requested in connection with the processing of the application and any resulting account. Upon your request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with such reports. New York residents may contact the New York State Banking Department to obtain a comparative list of credit card rates, fees and grace periods. New York State Banking Department 1-800-518-8866.
 - e. **Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.