Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**36.0%**
APR for Cash Advances	**36.0%**
Paying Interest	Your due date is at least 27 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 on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00.
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	
Set-up and Maintenance Fees	
• Program Fee	**$55.00** (one-time fee)
• Annual Fee	**$79.00** for first year After that, **$49.00** annually
• Monthly Fee	**$96.00** for the first year (introductory) ($8.00 per month) After that **$124.80** annually ($10.40 per month)
Transaction Fees	
• Cash Advance	Either **$8.00** or **5%** of the amount of each cash advance, whichever is greater.
• Foreign Currency	**3%** of each transaction in U.S. dollars.
Penalty Fees	
• Late Payment	Up to **$39.00**
• Return Item Charge	Up to **$39.00**

How We Will Calculate Your Balance: We use a method called 'average daily balance (including current transactions).' See your Account Opening Disclosures for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Card Contract and on the back of your Statement.

ONLINE COPY

Fee Definitions (Account Opening Disclosures)

Program Fee: We require a one-time up front Program Fee of $55.00 to be paid in full before the Credit Account is opened to offset the risk associated with the Credit Account. Refer to the Refund Disclosure for additional information.

Available Credit Limitations: Once the entire Program Fee has been paid in full your Credit Account will be opened and you will have access to your initial Available Credit.

FEES AND INTEREST CHARGES:

FEES AND INTEREST CHARGES: The amount of required fees assessed on your Credit Account during the first year after account opening will not be more than 25% of your initial Credit Limit. Your Credit Account is subject to the following fees and **INTEREST CHARGES**, each of which will be billed to your Credit Account as a Purchase.

Periodic INTEREST CHARGES: INTEREST CHARGES are imposed when you obtain a Cash Advance and when a Purchase is posted to your Credit Account. **INTEREST CHARGES** are imposed from the time a Purchase is posted until it is paid in full. However, if you pay your previous balance in full on or before the Payment Due Date of each Billing Cycle, you will have a grace period on Purchases of at least 27 days from the start of each Billing Cycle and your current Purchases will not be subject to periodic **INTEREST CHARGES** to the extent you pay the current Statement balance in full on or before the Payment Due Date applicable to that Billing Cycle. There is no grace period for transactions that post to your Credit Account as Cash Advances. These transactions are subject to **INTEREST CHARGES** from the date of the transaction.

How we calculate INTEREST CHARGES: We use the **Average Daily Balance** (including current transactions) method to calculate the **INTEREST CHARGE** for each billing cycle. We calculate the **INTEREST CHARGE** separately on the Purchase balance and Cash Advance balance that is subject to an APR. We figure the **INTEREST CHARGE** on the Purchase balance and the Cash Advance balance by multiplying the **Average Daily Balance** for each balance by the **Daily Periodic Rate** that applies to that balance. We then multiply that amount by the number of days in the Billing Cycle. The result is the **INTEREST CHARGE** for that balance.

How we calculate Average Daily Balance and Daily Periodic Rate: We calculate the **Average Daily Balance** as follows: 1) we start with the previous day's balance (which may include unpaid interest), 2) add new Purchases to the Purchase balance and Cash Advances to the Cash Advance balance as of the post date shown on your statement for those transactions, 3) add any interest accrued on the previous day's balance (this is daily compounding of interest), 4) subtract any payments or credits as of the post date shown on your statement, and any other adjustments as of the day they are credited to the account. We figure the **Average Daily Balance** (shown as the Balance Subject to Interest on your statement) separately for Purchases and Cash Advances for each Billing Cycle. We do this by 1) adding up the **Daily Balances** for each balance type, and 2) dividing the result for each balance type by the number of days in the Billing Cycle. This gives us the **Average Daily Balance.** If a **Daily Balance** is negative, we treat it as zero.

To determine the **Daily Periodic Rate**, we divide the APR by 365. The daily "Periodic Rate" for Purchases is 0.0986% and for Cash Advances is 0.0986%. This is equivalent to an **ANNUAL PERCENTAGE RATE** of 36.0% for Purchases and 36.0% on Cash Advances. **The APR applicable to Purchases will be applied to fees assessed to your Credit Account.**

Minimum INTEREST CHARGE: The minimum **INTEREST CHARGE** is $1.00 for each Billing Cycle during which an **INTEREST CHARGE** based on a periodic rate is imposed. During the first 12 months your Credit Account is open, any interest assessed on the Credit Account will be equal to the actual accrued interest.

Annual Fee: We impose an Annual Fee on your Credit Account of $79.00 for the first year, and $49.00 for each subsequent year. The Annual Fee will be charged once the Credit Account is opened, and in about the same Billing Cycle of each following year. Refer to the Refund Disclosure for additional information.

Monthly Fee: Your Credit Account will be charged a Monthly Fee of $8.00 per month ($96.00 annually) the first year (introductory) your Credit Account is open and $10.40 per month ($124.80 annually) each month thereafter. This fee will be billed until your Credit Account is closed and the balance is $20.00 or less. Refer to the Refund Disclosure for additional information.

Cash Advance Fee: In addition to the periodic **INTEREST CHARGE** on Cash Advances, there is an additional fee of $8.00 or 5% of the amount of each Cash Advance, whichever is greater.

Foreign Currency Transaction Fee: 3% of the Transaction Amount in U.S. dollars.

Late Payment Fee: We will charge a Late Payment Fee if we do not receive a payment at least equal to the Minimum Payment plus the Past Due Amount shown on your Statement by 5 pm Central Time (the payment cutoff time) on your Payment Due Date. This payment cutoff time applies to payments you make by mail, by bill payment service, by phone, online, or by any other method. The first time you do not pay at least the Minimum Payment plus Past Due Amount by the cutoff time on your Payment Due Date, we will charge a Late Payment Fee of $28.00. If you do not pay at least this amount on time again in the next six billing cycles, we will charge a Late Payment Fee of $39.00 each time. The Late Payment Fee will never be more than the Minimum Payment plus Past Due Amount due in that Billing Cycle.

Return Item Charge: If a payment you make is returned unpaid, we will charge you a Return Item Charge of up to $28.00. If another payment is returned in the next six billing cycles, we will charge a Return Item Charge of up to $39.00. The Return Item Charge may be imposed even if we elect to re-present the item and it is paid upon our re-presentment.

OTHER CHARGES AND IMPORTANT INFORMATION:

Additional Card Fee: If you authorize us to issue an additional Card on the Credit Account there is an Additional Card Fee of $29.00 imposed annually for each additional Card.

Credit Limit Increase Fee: Each time your Credit Account is eligible for and approved for an unsecured credit limit increase, a Credit Limit Increase Fee in the amount of 25% of the amount of the credit limit increase will be assessed to your Credit Account. For example: If approved for a $100.00 credit limit increase, a $25.00 Credit Limit Increase Fee will be assessed to your Credit Account, which will result in an additional available credit of $75.00 on your Credit Account. This fee is automatically assessed upon approval of your credit limit increase, which could be as soon as your Credit Account has been open for 13 months. Refer to the Refund Disclosure for additional information.

Credit Insurance: Disability and loss of income insurance is not required.

Express Delivery Fee: We impose a $35.00 fee for the express delivery of your Card. This service is only available for lost, stolen, or replacement Cards.

Wire Transfer Fee: $5.00 per Transaction.

Total Minimum Amount Due: Means the total minimum amount due you must pay each Billing Cycle. We calculate the Total Minimum Amount Due as follows: If your New Balance is less than $30.00, your Total Minimum Amount Due is equal to the New Balance. If your New Balance is $30.00 or more, your Total Minimum Amount Due is equal to the sum of (i) the Minimum Payment (which is 7% of your New Balance rounded up to the next dollar or $30.00, whichever is greater), plus (ii) the Past Due Amount, plus (iii) the Amount Over Limit Due (which is the amount of the New Balance that exceeds your credit limit).

See the Credit Card Contract for further information regarding this Credit Account. Retain these important documents.

SAMPLE COPY

Credit Account for any unlawful purpose or for any gambling transaction, you will be responsible for such use and may be required to reimburse us for all amounts or expenses we pay as a result of such use.

Call Recording: You agree and consent that we will record and may monitor any calls between you and us. This includes both calls to and originated by First PREMIER Bank, PREMIER Bankcard, LLC, our parent corporation, or any of our affiliates, agents, independent contractors or service providers.

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 PREMIER Bank
P.O. Box 5524
Sioux Falls, SD 57117-5524

(You may also contact us on the Web: www.mypremiercreditcard.com.)

In your letter, give us the following information:

• Account information: Your name and Credit 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 three business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

What Will Happen After We Receive Your Letter: When we receive your letter, we must do two things:

(1) Within 30 days 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 the amount in question, or report you as delinquent on that amount.
• The charge in question may remain on your Statement, and we may continue to charge 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 $50.00 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 $50.00. (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 Account do not qualify.
(3) You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing (or electronically) at:

First PREMIER Bank
P.O. Box 5524
Sioux Falls, SD 57117-5524
www.mypremiercreditcard.com

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.

Your Liability for Unauthorized Use of Your Credit Account: You will not be liable for unauthorized use of your Card or Credit Account. However, to protect your rights, you are required to notify us orally or in writing as soon as you are aware that your Card or Credit Account has been lost, stolen or used without your consent. Certain exceptions apply. To notify us of the loss, theft or possible unauthorized use of your Card, call us at 1-800-987-5521, 24 hours a day.

STATE DISCLOSURES

California Residents: A married applicant may apply for a separate Credit Account. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a Consumer 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 Credit Account up to the limit of the Credit Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

Kentucky Residents: You may pay the unpaid balance of your Credit Account in whole or in part at any time.

Maryland Residents: Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

Maine Residents: Credit insurance provided herein is voluntary and you have the right to cancel such credit insurance at any time.

Vermont Residents: First PREMIER Bank may obtain a consumer report for any legitimate purpose in connection with your Credit Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Credit Account. Upon your request, we (First PREMIER Bank) will inform you of the names and addresses of any Consumer Reporting Agencies that have furnished the reports.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that Consumer Reporting Agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement, or court order, or has actual knowledge of that provision.

Washington Residents: A service charge will be computed on the outstanding balance for each month. You may at any time pay your total unpaid balance.

ARBITRATION AND LITIGATION

This Arbitration Provision ("Provision" or "Arbitration Provision") facilitates the prompt and efficient resolution of any disputes that may arise between you and us. Arbitration is a form of private dispute-resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (an arbitrator) for a binding decision. You have the right to opt out of this Arbitration Provision if you follow the instructions set out in the paragraph titled "Right to Opt Out" below.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CREDIT CARD CONTRACT SHALL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY AND/OR TO PARTICIPATE IN OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING, BUT NOT LIMITED TO, CLASS ACTIONS). EXCEPT AS OTHERWISE PROVIDED, ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF YOUR RIGHT TO LITIGATE CLAIMS IN COURT BEFORE A JUDGE OR JURY.

RIGHT TO OPT OUT: To opt out of this Arbitration Provision, you must mail a written notice to us so that it is postmarked no later than 45 days after we mail your first Card to you. Your first Card is the one we mail to you at approximately the time your first Account application is approved. Your right to opt out will not apply when we send you a copy of your Credit Card Contract or this Provision, or when we send you an updated version of your Credit Card Contract or this Provision, or when we send any replacement Card. If you opt out of this Arbitration Provision, you will retain your right to litigate your dispute in a court, either before a judge or jury. The opt out notice must include your name, address, and Account number, must be signed by you (or all of you if there is more than one Account holder) and must be mailed to us at: PO Box 5524, Sioux Falls, SD 57117-5524. If your written notice is not postmarked within 45 days from the date we mail your first Card to you, your right to opt out will terminate, and you agree that the terms of this Provision will apply. Your decision to opt out of this Provision will not affect your other rights or responsibilities under this Credit Card Contract.

If we later amend this Provision, we will let you know if you can opt out of that amendment and, if so, how you can do so.

Parties and Matters Subject to Arbitration: For purposes of this Provision, "we" and "us" include our employees, parent companies, subsidiaries, affiliates, beneficiaries, agents and assigns and other persons and entities you assert a Claim against in connection with a Claim you assert against us. For purposes of this Provision, "Claim" means any claim, dispute or controversy by either you or us, arising out of or relating in any way to this Credit Card Contract, your Credit Account, any transaction on your Credit Account and our relationship. "Claim" also refers to any interaction or communication between you and us that occurred prior to or concurrent with entering into this Credit Card Contract, including those now in existence, regardless of present knowledge. "Claim" shall refer to claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims. All Claims are subject to arbitration, regardless of legal theory and remedy sought, including, but not limited to, claims based in contract, tort (including negligence, intentional tort, fraud and fraud in the inducement), agency, statutory law (federal and state), administrative regulations or any other source of law (including equity). Notwithstanding the foregoing, the word "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof; all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Credit Card Contract as a whole is for the arbitrator, not a court, to decide.

Agreement to Arbitrate: Any Claim shall be resolved and settled exclusively and finally by binding arbitration, in accordance with this Provision. Binding arbitration shall not be required, however, for collection actions we bring in court if you default on your Credit Account as set forth in the Credit Card Contract. Furthermore, both you and we retain the right to pursue in a small claims court (or your state's equivalent court) any Claim that is within that court's jurisdiction, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. For any Claims covered by this Provision, a party who asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim subsequently asserted in that or any related or unrelated lawsuit by any other party.

Class Action Waiver: If a Claim is arbitrated, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with Claims of any other persons. An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No arbitration administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Class Action Waiver shall be determined exclusively by a court and not by the administrator or any arbitrator. Thus, you agree that **UNDER THIS ARBITRATION PROVISION THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE LITIGATED IN COURT OR ARBITRATED ON A CLASS BASIS.** Arbitration will only be conducted on an individual Claim basis and there is no right or authority to consolidate or join any of your Claims with any other Claims. **YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY WAIVING ANY RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION UNDER THIS PROVISION.**

Voluntary Waiver of the Right to a Jury Trial: As a result of this Provision, neither you nor we have the right to litigate any Claim in court or the right to a jury trial on any Claim, except as provided above. **YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY WAIVING ANY RIGHT YOU MAY HAVE TO GO TO COURT OR TO HAVE A JURY TRIAL.**

Governing Law: This agreement to arbitrate is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended. If for any reason the Federal Arbitration Act does not apply, the substantive law of the State of South Dakota shall govern this Provision.

Arbitration Location and Procedure: Any arbitration hearing at which you wish to appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. The party bringing the Claim may file its Claim at the American Arbitration Association ("AAA"), or an arbitration organization mutually agreed upon by the parties. The arbitration organization that is selected will administer the arbitration pursuant to its procedures in effect at the time of filing, subject to this Provision. If you do not agree to file your claim with AAA, and the parties cannot agree on an alternative arbitration organization, an arbitrator will be appointed by a court pursuant to the Federal Arbitration Act. In the event of a conflict or inconsistency between the respective organization's rules and this Provision or the Credit Card Contract, this Provision shall govern. The arbitration will be conducted before a single arbitrator, whose authority is limited solely to individual Claims between you and us. The arbitration will not be consolidated with any other arbitration proceeding. Any decision rendered in such arbitration proceeding will be final and binding on the parties, except for any appeal rights under the FAA, and judgment may be entered in a court of competent jurisdiction. The rules and forms of AAA may be obtained as follows: American Arbitration Association, 120 Broadway, Floor 21, New York, N.Y. 10271, website at www.adr.org.

Arbitrator's Authority: The arbitrator shall apply the applicable substantive law, consistent with the Federal Arbitration Act; shall apply statutes of limitation; and shall honor claims of privilege recognized at law. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. **THE RULES AND PROCEDURES OF THE AAA OR OTHER ARBITRATION ORGANIZATION WILL GOVERN THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY.** Either party may, however, request to expand the scope of discovery. If a request is made, within 15 days of the requesting party's notice, the objecting party may submit objections to the arbitrator with a copy of the objections provided to the party requesting expansion. The grant or denial of a party's request will be in the sole discretion of the arbitrator, who shall notify the parties of the final decision within 20 days of the objecting party's submission.

The Arbitrator's Award: The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts), attorneys' fees and costs and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. No arbitration award between you and us will have any impact on any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award between us and any other person have any impact to an arbitration between you and us.

Expenses: Regardless of who demands arbitration, we will pay all expenses of arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"), to the extent that the Arbitration Fees exceed the amounts you would be required to pay for filing a lawsuit in state or federal court, whichever is less. If you have already paid a court filing fee, you will not be required to pay it again. Throughout the arbitration, each party shall bear his or her own attorney fees and expenses, such as witness and expert witness fees. If you prevail in the arbitration of any Claim against us, we will reimburse you for any fees you paid to the arbitration organization in connection with the arbitration. The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Credit Card Contract, the administrator's rules or applicable law. With respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Provision to be enforced.

Binding Effect and Survival: You and we agree that, except as specifically provided for above, the arbitrator's decision will be final and binding on all parties subject to this Provision. This Provision is binding upon you, us, and the heirs, successors, assigns and related third parties of you and us. This Provision shall survive termination of your account, whether it be through voluntary payment of the debt in full by you, a legal proceeding initiated by us to collect a debt that you owe, a bankruptcy by you or a sale of your Credit Account by us.

Severability: If any part of this Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as follows:

A. The parties to this Provision acknowledge that the provision titled "Class Action Waiver" is material and essential to the arbitration of any disputes between the parties and is non-severable from this Provision. If the Class Action Waiver is limited, voided or found unenforceable, then this Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

B. If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver and/or elsewhere in this Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

First PREMIER Bank
CREDIT CARD CONTRACT AND
ACCOUNT OPENING DISCLOSURES (cont'd)

This Contract explains the terms and conditions of your Credit Account with us, including important provisions relating to arbitration and litigation. **For additional important information on fees and INTEREST CHARGES and other contract provisions that apply to your Credit Account, please review the Account Opening Disclosures printed on the card carrier containing your Card.** Be sure to retain all Contract documents for future reference.

YOUR CONTRACT WITH US

Your Mastercard® or Visa® brand Credit Account is governed by the terms and conditions in this Contract and the Account Opening Disclosures printed on the card carrier containing your Card ("Contract").

Applicable Law: No matter where you live, our Contract with you and the terms of your Credit Account will be governed by the laws of the State of South Dakota and applicable federal law.

Effective Date: Unless you are a resident of the State of New York, this Contract is effective upon the earlier of (1) the first Purchase made or Cash Advance taken on your Credit Account, and (2) the expiration of 30 days from the date we issue the Card to you if you do not provide us written notice of your desire to cancel within this 30 days. If you are a resident of the State of New York, this Contract is not effective until the earlier of (1) the first Purchase made or Cash Advance taken on your Credit Account, and (2) the date you move from the State of New York, unless the date you move from the State of New York is less than 30 days from the date we issue a Card to you, in which case this Contract will be effective on the date that is 30 days from the date we issue a Card to you (and not the date you move from the State of New York) if you do not provide us written notice of your desire to cancel within this 30 days. In all cases, if any fees are required to be paid prior to opening your Credit Account, this Contract will not be effective and your Credit Account will not be opened until such fees are paid in full. You are not obligated to pay any fees or **INTEREST CHARGES** (other than any fees required to be paid prior to opening your Credit Account) until this Contract is effective.

DEFINITIONS USED IN THIS CONTRACT

In this Contract, **"we"**, **"us"** and **"our"** each refer to First PREMIER Bank (the "Bank").

"Authorized User" means any person authorized by you to use the Card or Credit Account.

"Billing Cycle" begins on the day after the Statement Closing Date of the previous Statement and includes the Statement Closing Date of the current Statement.

"Card" means all the plastic credit cards we issue to you or any other person who is authorized to use the Credit Account. In the event we issue other devices by which you can access your Credit Account, those devices will also be "Cards" for purposes of this Contract.

"Closing Date" means the last day of any Billing Cycle.

"Credit Account" means the credit card account that we open for you and the relationship that is established between you and us by this Contract. This Credit Account is used to record transaction activity made by you when you access or otherwise utilize the line of credit we extend to you when you use your Card.

"New Balance" means the outstanding balance of your Credit Account at the end of any Billing Cycle. The New Balance is the sum of the Previous Balance (defined as the New Balance shown on your last Statement) less payments and credits, plus new Cash Advances and Purchases and our charges posted during the Billing Cycle.

"Payment Due Date" means the date we must receive your payment, which is not less than 27 days from the Closing Date.

"Proper Form" means a payment sent by mail or courier that:

- is by check, money order, or cashier's check payable in US dollars (do not send cash)
- is payable to First PREMIER Bank (no third-party checks)
- includes your payment coupon, or includes your name and account number on the check

"Related Credit Account(s)" means any Credit Accounts established using the same Social Security Number.

"Statement" is a summary of your Credit Account activity provided to you at the end of each Billing Cycle.

"Total Minimum Amount Due" means the total minimum amount we request that you pay each month as indicated on your Statement. This amount includes the Minimum Payment, any Past Due Amount and any Amount Over Limit Due, which is the amount by which the New Balance exceeds your Credit Limit. (See the Minimum Payment provisions on the Account Opening Disclosures printed on the card carrier containing your Card for more information on how the "Total Minimum Amount Due" is calculated.)

"You" and **"your"** mean each and every person who is authorized to use the Credit Account, including Authorized Users, joint account holders and other persons you authorize to use the Card.

Other important words used in this Contract begin with capital letters. They are defined throughout this Contract.

USING YOUR CARD

Sign Your Card: Be sure to sign your Card before you use it.

If You Do Not Want the Card: If you do not want the Card and Credit Account, you must contact us by telephone or in writing asking us to close your Credit Account.

Do Not Give Your Card to Others: Cards may not be given to anyone else to use. Other people who want a Credit Account should apply separately.

Your Responsibility for Authorized Users: If another person is given access to your Credit Account with your express or implied permission, notwithstanding the provision above, that person is an Authorized User, even if we did not issue an additional Card in the Authorized User's name. At your request, and if we agree, we may issue an additional Card in the name of an Authorized User with your Credit Account number.

You will be responsible for all charges, Cash Advances, **INTEREST CHARGES**, Purchases and fees incurred by any Authorized User. We are not required to try to obtain payment from any Authorized User before requiring payment from you.

If you wish to remove an Authorized User from your Credit Account you must contact us either by telephone or in writing. You will still be responsible for payment of all Purchases, Cash Advances, **INTEREST CHARGES** and fees incurred or obtained by the Authorized User. We may close your existing Credit Account and issue you a new Card and account number. You and each Authorized User agree that we may report account information to Consumer Reporting Agencies in the names of both you and the Authorized User.

Lost or Stolen Cards: To protect your rights, you must notify us immediately at 1-800-987-5521 if your Card is lost or stolen or if you suspect that it has been used or may be used without your permission. If your Card is reported as lost or stolen or you are claiming unauthorized use of your Credit Account or Card, we may require you to file one or more reports with the appropriate law enforcement agencies and us prior to our removal of possible unauthorized charges made against your Credit Account. You will not be liable for unauthorized use of your Card. Certain exceptions apply.

Refusal to Accept Your Card: We are not responsible if any person or merchant does not accept your Card, or if an ATM or other device fails to properly operate. All transactions, even when you get a receipt, are subject to our final verification.

Cards Are Our Property: You agree to return each Card issued on your Credit Account to us upon our demand.

USING YOUR CREDIT ACCOUNT

Your Promise To Pay: You agree to pay us for all charges, Cash Advances, **INTEREST CHARGES**, Purchases and fees incurred on your Credit Account by you, or by any Authorized User, as well as any other fees imposed by us, as explained in this Contract. If more than one person requests or accepts the Credit Account, each and every person individually and jointly are responsible for payment until the account is paid in full.

Joint Account Holders: If this is a joint Credit Account, each person who signed the application: (1) may obtain Purchases and Cash Advances not to exceed the total credit limit; (2) will be responsible for paying all amounts owed; and (3) can close the Credit Account.

Accessing Your Credit Line: You can use the Card and your Credit Account to make Purchases and obtain Cash Advances. Upon your request, you may be assigned a Personal Identification Number (PIN). If a PIN is assigned to you, you can obtain a Cash Advance at any authorized ATM by using the Card and PIN.

Understanding Your Credit Limit: Your "Credit Limit" is the maximum amount of credit we have approved for your Credit Account. The amount of your Credit Limit is printed on the card carrier containing your Card and on your Statements. Your balance may not exceed your Credit Limit at any time. At our sole discretion, we may honor Purchases or Cash Advances in excess of your Credit Limit without raising your Credit Limit. If we do, we may require you to pay us any amount over your Credit Limit immediately. Decisions on Credit Limit increases may be based on your performance under this Credit Account and other Related Credit Accounts you have with us and other credit criteria. If we have previously allowed your balance to exceed your Credit Limit, it does not mean that we will permit your balance to exceed your Credit Limit again. We reserve the right to approve or deny authorizations or transactions from any merchant at our sole discretion.

Obtaining Cash Advances: You may take Cash Advances on your Credit Account in any of the following ways: By presenting the Card to us or any other participating Mastercard® or Visa® financial institution to obtain cash, by using the Card at an authorized merchant, other non-bank entity, or an Automated Teller Machine (ATM) or other device to obtain cash or cash equivalent, or to make a transfer from your Credit Account to any other deposit or loan account. Even if you use your Credit Account to obtain cash from a non-bank entity, the transaction will be described as a Bank Cash Advance.

You may not take Cash Advances in excess of $500.00 per day. The minimum Cash Advance per transaction is $20.00. For Credit Accounts opened on or after June 1, 2003, your initial Cash Advance limit will be 10% of your assigned Credit Limit. Once your Credit Account has been open and active for a minimum of 90 days, has two consecutive months of current payment history, is not currently delinquent and no payments have been returned for the past 60 days, your Cash Advance availability may be increased to 50% of the assigned Credit Limit. For example, if your Credit Limit is $250.00, your beginning Cash Advance limit will be $25.00 and may increase to $125.00 once the criteria above are met.

RECEIVING STATEMENTS, OTHER INFORMATION AND COMMUNICATIONS FROM US

Where We Send Statements: We will send Statements and any other notices to you at the address shown in our files. If this is a joint Credit Account, we can send Statements and notices to either of you. You agree to notify us promptly of any change in your address. We may accept address changes or corrections from the United States Postal Service. We may also mail Statements and other communications to you at any address we determine to be an address at which you can receive mail. If you elect to receive Statements and other communications electronically, we may send those Statements and communications as directed by you.

When You Receive Your Statements: We will send you a Statement at the end of each monthly Billing Cycle in which your Credit Account has a debit or credit balance of more than $1.00, if an **INTEREST CHARGE** has been imposed or if other account activity has occurred. Your Statements will arrive around the same time each month, however we reserve the right to change the date of your Billing Cycle at any time.

Understanding Your Statement: The Statements we send to you will reflect the activity and our **INTEREST CHARGES** and other charges, costs and fees on your Credit Account during the Billing Cycle. They will also show your Total Minimum Amount Due and Payment Due Date, which is the date by which we must receive payment. The information contained on the Statement will be deemed to be correct unless you advise us in writing of any error within 60 days of the date on which we send your Statement. If there are more than one of you living at different addresses, we will send the Statements only to the person named as the "Applicant" in your application.

Consent to calls and messages using autodialer, prerecorded message and artificial voice. You agree and expressly consent that we and our agents, affiliates, contractors, subcontractors, and assignees may call or contact you at any cellular, mobile, home, work, or other telephone number, electronic mail address, or other digital or electronic communication terminal, link, point or address of any kind whatsoever that (a) you provide or use to contact us, (b) we obtain from a third party such as an employer, friend, family member, another creditor, or person with whom you have done business, or (c) we obtain through any legal means, including without limitation, a caller identification system that captures your number. You expressly consent to receiving calls, text messages and other communications from us, our agents, affiliates, contractors, subcontractors, and assignees on any number that is assigned to a cellular telephone service, wired telephone service, paging service, facsimile machine, specialized mobile radio service, radio common carrier service, internet protocol service, or other electronic, digital or analog service that is placed through or utilizes an automatic telephone dialing system, artificial voice or pre-recorded message, or any other technology, even if you incur a cost when we contact you. You accept responsibility for all costs you incur when contacted through any of these means.

Indemnification: You agree to indemnify us for all damages, costs and expenses, including reasonable attorney fees, we incur when we attempt to contact you at any third party's telephone number that you provide to us, including any number for which you fail to notify us is no longer associated with you as the subscriber.

E-mail: By providing us with your e-mail address, you consent to receive correspondence electronically from us and our affiliates and service providers. You agree that we may communicate with you by e-mail for any lawful reason.

Other Communication Devices: If you provide us with any other form of electronic communication mechanism, you agree that we may communicate with you by that mechanism for any lawful reason.

ABOUT YOUR PAYMENTS

Amount of Payment, Avoiding Late Fees, and Payment Instructions: You must make a payment by the Payment Due Date in each billing cycle that has a New Balance. The amounts you owe are shown in the "Payment Information" box on the first page of your Statement. To avoid a Late Payment Fee, we must receive a payment at least equal to the Minimum Payment plus the Past Due Amount shown on your Statement by 5 pm Central Time (referred to as the payment cutoff time) on your Payment Due Date. You can make a payment by mail, by phone, by bill payment service, or online. Instructions on making a payment and when the payment will be credited to your account are included on your Statement. Generally, credits from merchants are not treated as payments and will not reduce the amount you must pay each Billing Cycle. The Payment Due Date will be at least 27 days from the Statement Closing Date. Your Payment Due Date will be the same date each month. You can pay all or any portion of your balance owed on your Account at any time.

Applying Your Payments: We may apply your payment to whichever balances we choose to the extent it does not exceed the Total Minimum Amount Due shown on your Statement. The amount of your payment in excess of the Total Minimum Amount Due will be applied to balances subject to the highest APR prior to balances subject to lower APRs. We may apply your payment to principal amounts, **INTEREST CHARGES**, fees and other charges in any order we choose, and we may change the order of application of payments from time to time at our discretion.

Availability of Credit: Available credit created as a result of payments posted to your Credit Account may not be available for up to 20 days, or even longer if circumstances warrant an additional hold, or if we deem ourselves at risk for any reason. Your available credit may be limited, from time to time, if you provide your Credit Account number or Card to a merchant that processes advance authorizations, such as hotels, motels and car rental. Such an authorization may limit your ability to make Purchases and take Cash Advances on your Credit Account until the authorization is canceled by the merchant and your available credit is released.

Electronic Check Presentment: When you send us a personal check, you authorize us to either use information from your check to make a one-time electronic transfer from your account, or to process the payment as a check transaction. If your check is processed electronically, your canceled check will not be returned to you by your financial institution. We will retain an image of your electronically processed check(s) as required by law. If requested prior to the time we are allowed by law to destroy electronically processed checks, we will provide you with a copy of your electronically processed check(s) upon your request. Funds may be withdrawn from your bank account as soon as the day your payment is received. We agree to accept your checking account statement as proof of payment. The description on your checking account statement will read: PREMIER CR CARD CHECK-PAYMT, serial number of the check, amount of the payment and date of the transaction. If you choose to opt out of electronic check presentment, please call our Customer Service Department at 1-800-987-5521.

Late Payments: We may accept late payments, partial payments or checks or other payment instruments marked to impose terms or conditions of acceptance such as "paid in full" without waiving any of our rights under this Contract, and no attempt by you to impose any term or condition of acceptance will be effective against us. Satisfaction of a debt for less than the full amount due or imposition of any other term or condition on us requires a written agreement, signed by an authorized Bank representative.

DEFAULT PROVISIONS

Events of Default: You will be in default of this Contract if any of the following occur on this or any Related Credit Account:

- You do not pay at least the Total Minimum Amount Due on your Credit Account on or before the Payment Due Date.
- You die or become legally incompetent.
- You become insolvent or bankrupt.
- You exceed or attempt to exceed your Credit Limit.
- You provide us with or have provided us with false or misleading information or signatures at any time.
- You fail to comply with this Contract.
- You fail to make any payment or perform any promise in any agreement or obligation you have with us.
- Any judgment, lien, attachment or execution is issued against you or your property.
- You request an excessive number of replacement Cards.
- We reasonably believe that you will not pay amounts owed to us for any reason.

If You Are In Default: Upon your default of this Contract, we will have all remedies provided by law including, without limitation, and without prior notice or demand, the right to:

- Deny use of your Credit Account.
- Close or refuse to renew your Credit Account.
- Demand the return of your Card(s).
- Declare your entire balance immediately due and payable.
- Initiate collection activity.
- Not replace your Card(s).

Collection Costs: To the extent permitted by law, you must pay all court and collection costs, including reasonable attorneys' fees, the costs of placing your Credit Account in the Warning Bulletin and the costs of confiscating your Card, that we incur as a result of your default.

CLOSING YOUR CREDIT ACCOUNT

We May Suspend or Close Your Credit Account: We may suspend your Credit Account privileges or permanently cancel and close your Credit Account at any time, for any reason.

You May Close Your Credit Account: You may cancel your Credit Account at any time by notifying us by telephone or in writing. Even after your Credit Account is closed, you remain responsible for paying any amounts you owe on the Credit Account according to the terms of this Contract. If this is a joint Credit Account, either of you may request that the Credit Account be closed and we will honor that request. If your account is billed a Monthly Fee, refer to the Account Opening Disclosures included on the credit card carrier for information about the billing of the fee when the account is closed. If your account is billed an Annual Fee or Monthly Fee, refer to the back of your monthly Statement for information on how to avoid the fees.

Non Use Inactivity Closure: If you have never made a payment or used your Credit Account for a Purchase or Cash Advance, your Credit Account will be automatically closed, and all fees posted to your Credit Account will be reversed, when your Credit Account becomes 50 days delinquent (75 days from the initial Statement Closing Date if you are a resident of the State of New York).

REFUND DISCLOSURE

Initial Fee Refunds: The following describes our policy concerning the refund of the Program Fee and initial fees (those fees that are billed on your first statement):

When we will provide a full refund. We will refund the Program Fee and initial fees if you have not made a Purchase or obtained a Cash Advance and either of the following are true:

- Your account is closed within 11 days following the payment due date shown on your first billing statement; or
- Your account is closed before you pay anything after receiving a billing statement.

When we will provide a partial refund. If your account is closed more than 11 days after the payment due date on your first billing statement, we will refund the unpaid amount of the outstanding fees even if you have made a payment after receiving a billing statement as long as you have not made a Purchase or obtained a Cash Advance. However, we will not refund any amount you have previously paid, including the Program Fee or any other fees billed to your account.

When we will not provide a refund. We have no obligation to refund fees or interest after you make a Purchase or obtain a Cash Advance following receipt of these disclosures.

We will also refund any amount of the Program Fee you have paid if your account is not opened within 85 days after we approve your application.

Credit Limit Increase Fee Refunds: We will refund the Credit Limit Increase Fee if you reject the credit limit increase within 30 days after the date of the billing statement on which the fee is billed. This will result in a reversal of the credit limit increase.

OTHER TERMS AND CONDITIONS

Severability: If any provision of this Contract is invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Contract.

Changing This Contract: We may change this Contract from time to time. For example, we may change your Credit Account number or the Minimum Payment, add new **INTEREST CHARGES** or fees, change the **ANNUAL PERCENTAGE RATE** or change the method of computing the balance upon which we impose **INTEREST CHARGES.** We may also make other changes. We will notify you in writing of any change if required by law. Contract changes will apply to amounts you owe at the time the change is effective and to new transactions on your Credit Account, unless otherwise required by law.

Use of Credit Reports: You authorize us to access and use your credit reports from the consumer reporting agencies for any purpose permitted by law which may include whether to extend, increase, or decrease credit, reviewing, renewing or servicing your Credit Account, or determining whether to offer other products or services to you.

Information Sharing: The following describes your agreement with us with respect to information sharing. By requesting, obtaining or using a Credit Account from us you agree that we may release information in our records regarding you and your Credit Account:

- To comply with any properly served subpoena or similar request issued by a state or federal agency or court.
- To share your credit performance with Consumer Reporting Agencies and other creditors who we reasonably believe are or may be doing business with you on your Credit Account.
- To provide information on your Credit Account to any third party who we believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act.
- To share information with our employees, agents or representatives performing work for us in connection with your Credit Account.
- To communicate information as to our transactions or experiences with you to persons or entities related by common ownership or affiliated by corporate control or with any third party (including non-affiliates).

We may also share information such as: (1) information other than our own transactions with you with persons or entities related to the Bank by common ownership or corporate control; or (2) information on your Credit Account with certain companies to provide or offer you selected products, services or cardholder benefits. You may direct us not to share one or both of these. If this is your request call 1-800-987-5521 or notify us in writing at First PREMIER Bank, P.O. Box 5528, Sioux Falls, SD 57117-5528. Be sure to include your name, address and Credit Account number. You may receive a copy of our information on your Credit Account by writing or calling us at the address or telephone number listed above. By requesting or obtaining a Credit Account, you authorize us to check your credit history. You authorize your employer, bank and any other references listed to release and/or verify information to us and our affiliates in order to determine your eligibility for the Credit Account and any renewal or future extension of credit. If you ask, you will be told whether or not consumer reports on you were requested and the names of the Consumer Reporting Agencies, with their addresses, that provided the reports. If you designate an Authorized User to use your Card, you understand that account information may also be reported to Consumer Reporting Agencies in the Authorized User's name.

No Waiver: Even if we do not exercise any right we may have against you, we do not intend to waive that right. We can exercise it against you in the future.

Binding Effect Upon Death or Incompetency: If we pay a merchant for a Purchase or post a Cash Advance to your Credit Account before we receive actual written notice of your death or incompetence, or if we pay a merchant for a Purchase made by you or post a Cash Advance taken by you prior to your death or incompetence, that transaction will be a valid and binding Credit Account obligation upon you, your estate and your personal representatives.

Our Liability To You: We have no liability to you, other than as placed on us by law. We will meet our duty to care for your Credit Account(s) under reasonable banking procedures. Our mere clerical error or honest mistake will not be considered a failure to perform any of our obligations.

Transactions in Foreign Currencies: If you make a transaction in a foreign currency, it will be converted into U.S. dollars, and you agree to accept the converted amount. Visa USA, Inc. or Mastercard International, Inc. will use its currency conversion procedures in effect when processing the transaction. The currency conversion rate will be a rate selected by Visa or Mastercard, as applicable, from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus a foreign currency transaction fee in the amount disclosed on your Account Opening Disclosures printed on the card carrier containing your Card. This fee will be paid to us and applied to all transactions posted to your Credit Account in a foreign currency, including all Purchase transactions, Cash Advance transactions, ATM transactions and returns and adjustments (e.g., for returned merchandise). The currency conversion rate used on the processing date may be different than the rate that was in effect on the date you conducted the transaction. We do not set the currency conversion rate, and we do not receive any portion of it. We do, however, receive a foreign currency transaction fee as disclosed on your Account Opening Disclosures printed on the card carrier containing your Card.

Prohibition on Gambling and Illegal Transactions: Your Card and Credit Account may not be used in connection with any gambling transaction (whether legal or illegal). Also, your Card and Credit Account may be used only for valid and lawful purposes. If you use, or allow someone else to use your Card or

SAMPLE COPY