

FINGERHUT FRESHSTART® CREDIT ACCOUNT ISSUED BY WebBank INSTALLMENT LOAN AGREEMENT

Arbitration Notice: This Agreement provides that all disputes arising from or related to your Loan may be resolved by arbitration. See "Arbitration" below.

This is the Agreement which covers your installment loan (called your "Loan") from WebBank ("WebBank") to pay for your purchase of goods and services from Fingerhut. Do not enter into this Agreement before you read it or if any spaces intended for the agreed terms are left blank. You are entitled to a copy of this Agreement at the time you sign it. You acknowledge that you have received a copy of this Agreement for your records.

In this Agreement, the words "you" and "your" refer to the borrower who requested the Loan, and the words "we," "us" and "our" refer to WebBank.

Governing Law/Enforceability This Agreement will be governed by federal law, and to the extent state law applies, by the law of Utah, whether or not you live in Utah. If any provision of this Agreement is determined to be void or unenforceable under any applicable law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. Our failure to exercise any of our rights under this Agreement will not be deemed to waive our rights to exercise such rights in the future. This Agreement is a final expression of the agreement between you and us and this Agreement may not be contradicted by evidence of any alleged oral agreement.

Promise to Pay You promise to pay the Principal Amount, which is the purchase price of the goods and services you purchase from Fingerhut less your down payment to Fingerhut, plus interest on the unpaid balance of your Loan at an Annual Percentage Rate of 24.9% (monthly periodic rate of 2.075%). Interest starts on the date your goods are shipped and will continue to accrue on the unpaid balance of your Loan until paid in full. Your initial estimated payment schedule, including the amount and due date of each payment, is set forth in the Truth-in-Lending Disclosure provided to you along with this Agreement.

How We Figure Interest Charges: To calculate the interest charge payable each monthly billing cycle, we multiply the average daily balance times the monthly periodic rate.

Average Daily Balance: To get the "average daily balance" we take the beginning balance of your Loan each day, add any charges and other fees, and subtract any payments or credits. We also add any new merchandise that shipped on that day. This gives us the daily balance. Then, we add up all the daily balances for that billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The actual finance charge you pay may exceed the Finance Charge disclosed in the Truth-in-Lending Disclosure provided to you, if you make your payments later than the scheduled dates or in less than the scheduled amounts. You may prepay all or any part of the amount due under this Agreement at any time without penalty. A partial prepayment will not change or defer your next scheduled payment. Amounts outstanding following the last scheduled monthly installment payment date (and any interest on such amounts) will continue to be billed at the current month's installment rate until billed in full. We can apply your payments to outstanding Finance Charges, your unpaid Principal Amount, or any additional charges in our discretion, subject to applicable legal requirements.

Protections Under the Military Lending Act: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent (a "Covered Borrower") may not exceed an annual percentage rate of 36 percent. This rate must include: the costs of our optional credit protection product, SafeLine, which is not currently offered to our WebBank/Fingerhut FreshStart Credit Account customers. We do not charge application or participation fees.

You are a "Covered Borrower" if at the time of establishing this account you are an active duty service member or an active Guard or Reserve duty member, or you are a qualifying dependent of that member.

If you are a Covered Borrower, the provisions of this WebBank/Fingerhut FreshStart Credit Account relating to arbitration do not apply to this WebBank/Fingerhut FreshStart Credit Account involving consumer credit.

NOTE: If you are a Covered Borrower who graduated from a closed-end WebBank/Fingerhut FreshStart Credit Account prior to October 3, 2017, the Military Lending Act protections will not apply to your open-end WebBank/Fingerhut Advantage Credit Account.

Oral Disclosure: If you are a Covered Borrower, you may obtain information about the account by calling us toll-free at 855-292-6937.

Delayed Shipment In some cases, shipment of some or all of the goods and services you order may be delayed. When shipment is delayed, goods and services are not added to your Loan balance until they are shipped. Your payment schedule will be adjusted to allow you to pay for each subsequent shipment in monthly installments following the shipment. The amount of your payments will be set forth in your monthly billing statements. Delayed shipment may increase the total Finance Charge that you pay.

Approval Your Loan is subject to final approval by us. We may not approve your Loan if we are not able to validate your contact information. We also will not approve your Loan until your down payment is received.

Payments All payments by mail must be made by check or money order. You agree that any payment you make may be returned to you without applying it to your Loan and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numeric and written amounts; (4) contains a restrictive endorsement; (5) is post-dated; (6) is not payable as directed on your statement; (7) is not payable in U.S. dollars; or (8) is not paid upon presentment. You agree to pay any bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed, without losing any of our rights under this Agreement. All payments under the Agreement must be received at the address specified on your billing Statement.

Late Fees If you do not pay at least the payment amount due by a payment due date, you agree to pay a Late Fee of \$4.90 if your balance is greater than \$15 but less than or equal to \$50 at the time the Late Fee is assessed, or \$14.90 if your balance is greater than \$50 at the time the Late Fee is assessed (to the extent permitted by applicable law).

Returned Payment Fee You agree to pay a Returned Payment Fee of \$25 if a payment on your Loan is not honored by a depository institution (to the extent permitted by applicable law).

Credit Card Account You request that we consider you for a revolving Fingerhut Credit Account issued by WebBank that you can use for future purposes, and that we send you a credit card or account number if you are approved. If you pay off your initial purchase within 8 payments or earlier with no instance of late payments, we will issue a WebBank/Fingerhut Credit Account to you. However, if you elect to pay your entire balance due at the same time as your down payment, then this will cancel your Loan and you may not be eligible to be considered for a WebBank/Fingerhut Credit Account. You may not be eligible to be considered for a WebBank/Fingerhut Credit Account if you die, file for bankruptcy, enter a consumer credit counseling service program, make any past due payments, or have any payments returned unpaid, or if you enter any other negative credit status.

We will send you your account agreement and important disclosures about the WebBank/Fingerhut Credit Account when approved. A summary of the key credit terms of the Fingerhut Credit Account follows.

WEBBANK/FINGERHUT REVOLVING CREDIT ACCOUNT SUMMARY DISCLOSURES	
Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	25.65% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest	Your due date is at least 24 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.
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	
Penalty Fees	
• Late Payment:	• Up to \$38.00
• Returned Payment:	• Up to \$38.00

Returned Merchandise Your ability to return any merchandise purchased is governed by Fingerhut's return policy. When you return merchandise, we subtract the return amount from your initial purchase amount; your payment amount will then remain the same, but you will pay off your Loan earlier. However, if a return (or returns) results in a purchase amount of less than \$50, you will no longer be eligible for consideration for a Fingerhut Credit Account issued by WebBank. If a return (or returns) results in a credit balance, we will also refund your credit balance.

Default You will be in default under this Agreement upon: (a) your failure to pay at least the payment amount due by a payment due date; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the object of attachment, foreclosure, repossession, lien, judgment, or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unable to perform the terms and conditions of this Agreement; or (i) your moving out of the U.S. Upon default, we have the right to require you to pay your entire Loan balance (including the unpaid Principal Amount, Finance Charges, and other charges) immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Following any default, any unpaid Principal Amount outstanding under this Agreement will continue to accrue Finance Charges until paid in full and will be subject to all the terms and conditions of this Agreement.

Change of Name, Address, Telephone Number or Employment You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to: Fingerhut Credit Account Services, PO Box 1250, Saint Cloud MN 56395-1250. You may also contact us at 1-800-208-2500. Representatives are available Monday through Friday, 8AM – 8PM CT. Or, you may log in to fingerhut.com/MyAccount.

Consent to Use of Telephone Numbers You expressly consent to receiving calls and messages, including autodialed and prerecorded message calls, from WebBank, Fingerhut, their affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers).

Assignment of Loan We may sell, assign or transfer your Loan or any portion thereof without notice to you. You may not sell, assign or transfer your Loan.

Reporting and Monitoring We may report the status of your account to credit reporting agencies. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record can be submitted to one or more credit reporting agencies. You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other borrowers.

Updated Financial and other Information Upon request, you agree to promptly give us accurate financial and other information about yourself.

CREDIT BUREAU DISPUTES If you believe we inaccurately reported credit history information about you or your Loan to a credit reporting agency, call us at 1-866-734-0342 or write to us at: Credit Bureau Reporting Services, 6250 Ridgewood Road, Saint Cloud MN 56303. Please provide the Loan number along with a copy of your credit bureau report reflecting the information that you believe is inaccurate.

Arbitration By requesting a loan from us and accepting this Agreement, you agree that if a dispute of any kind arises out of this Agreement, either you or we, at our sole discretion, can choose to have that dispute resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire Arbitration provision carefully before accepting the terms of this Agreement. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration provision shall be automatically terminated, but all other provisions of this Agreement shall remain in full force and effect. Any claim, dispute or controversy (whether in contract, regulatory, tort or otherwise, whether preexisting, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to the credit offered or provided to you; the actions of yourself, us, or third parties; or the validity of this Arbitration provision (individually and collectively, a "Claim"), must, after an election by you or us, be resolved by binding arbitration in accordance with the Arbitration provision and the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect when the Claim is filed. There shall be no authority for any Claims to be arbitrated on a class action basis. **IF YOU DO NOT OPT OUT, THEN YOU WILL HAVE WAIVED YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.** An arbitration can only decide your or our Claim and may not consolidate or join the claims of other persons who may have similar claims. You may obtain rules and forms by calling the AAA at 1-800-778-7879. Any arbitration hearing that you attend will take place in the Federal judicial district where you reside. At your request, we will advance the first \$250.00 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether you or we will ultimately pay those fees. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys, experts, and witness fees, regardless of which party prevails in the arbitration. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration provision shall survive repayment of your Loan and termination of this Agreement. This Arbitration provision shall be governed by the Federal Arbitration Act, 9 USC Sections 1 through 16.

All borrowers, including New York/Rhode Island/Vermont Residents You give WebBank (as well as its agents, successors, and assigns) permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing your Loan, taking collection action on your Loan, or for any other legitimate purposes associated with your Loan. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees and grace periods, at 1-800-518-8866.

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.

Married Wisconsin Residents No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

All borrowers, including California and Utah Residents: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

NOTICE: ANY HOLDER OF THIS INSTALLMENT LOAN AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.