

CREDIT CARD AGREEMENT

In the agreement, "Cardholder" means the applicant and joint applicant, if any named on the applicable Credit Card application. "Bank" means CoreFirst Bank & Trust, of Topeka, Kansas. "Credit Card" means the specific credit card account type issued as a result of the Cardholder's application and acceptance of use. "Agreement" means this Credit Card Agreement. Unless otherwise specified by reference to a specific credit card product, the terms described below will apply to all credit card programs the Bank offers. The use of the Credit Card by the Cardholder or anyone authorized to use the Credit Card by the Bank or the applicant(s) is governed by the following terms and conditions:

I/We agree that the use of CoreFirst Bank & Trust or anyone authorized to use the Card constitutes my/our agreement with the Bank, in consideration of the services made available to me/us by such use, and that we agree to and are bound by the following terms and conditions:

1. OWNERSHIP

The Credit Card remains the property of the Bank and may be canceled by the Bank without notice. Cardholder agrees to surrender the Credit Card immediately upon Bank's request.

2. LIABILITY

Cardholder assumes liability for purchases, cash advances and balance transfers, made by Cardholder or any authorized person through the use of the Credit Card and agrees to pay, at such place as the Bank designates; all extensions of credit and charges in accordance with statement billings and current, applicable Credit Card Agreement. Cardholder will be liable for loss, theft, or possible unauthorized use of the Credit Card. Cardholder will not be liable for unauthorized use, which occurs after notifying the Bank orally or in writing, of loss, theft, or possible unauthorized use. In any case, liability shall not exceed the lesser of \$50.00 of the amount of money, property or services obtained by such use prior to the notification of the Bank.

3. FEES

The Bank has elected to charge certain fees for certain activity on Credit Card accounts. Some fees are defined by regulation, such as "**Interest Charges**". As of the date of this printing, the fees are as follows: **Cash Advance Fee:** 5% of the amount of the advance (\$10.00 minimum, \$50.00 maximum). This fee will be charged to your account as **Interest Charge**. **Over Limit Fee:** \$0. **Late Payment Fee:** Up to \$35.00. **Return Check Fee:** Up to \$35.00. **Balance Transfer Fee** for Gold, Classic, and Platinum Cards: 3% of the balance transfer amount (\$10.00 minimum, \$50.00 maximum), CoreCard no balance transfer fee. **Foreign Transaction:** 2% of the transaction amount of any foreign transaction. Fees are subject to change without notice. At application, a current fee schedule will be disclosed. Current customers affected by any fee changes will be notified as required by law of the changes that are applicable.

4. CREDIT LIMIT

Cardholder shall not incur credit in excess of the limit specifically authorized by Bank from time to time. This limit will appear on your monthly billing statement. Cardholder will be required to pay the minimum payment due on the account plus the amount in excess of the Cardholder's current Credit Limit.

5. ENTIRE BALANCE DUE

All obligations shall become immediately due without notice at Bank's option in the event of (a) death, insolvency or bankruptcy of Cardholder, (b) the institution of garnishment or attachment proceedings involving Cardholder, or (c) any breach or default of the Agreement.

6. FOREIGN TRANSACTION FEE

A 2% transaction fee will be assessed on any transaction made in a foreign currency and any transaction made in U.S Dollars that is processed outside of the United States.

7. COSTS OF COLLECTION

If at any time Cardholder defaults under the terms of this Credit Card Agreement and the entire balance shall become due, then Bank may

be entitled to collect reasonable costs of collection, not to exceed 15% of the unpaid debt after default, including but not limited to, court costs, attorney fees, and collection agency fees.

8. GRACE PERIOD

Your due date is at least twenty-five (25) days after the close of each billing cycle. We will not charge you any interest on purchases if you pay the entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.

9. CHANGE OF TERMS

Bank may change the terms of this Agreement at any time. To the extent allowed by law the new terms will affect all outstanding balances. Notice will be provided, as applicable, to current customers.

10. MISCELLANEOUS

You agree that: (a) Bank may refuse to extend credit to you or anyone using your Credit Card, (b) Bank will not be liable or responsible for anyone's refusal to honor your Credit Card, (c) Bank may, at any time, without notice (except that required by law) and without liability to you and without affecting your liability to Bank for credit previously extended, reduce the credit limit on your Credit Card, (d) Bank will not authorize Internet gambling transactions (e) this Agreement shall be governed by the laws of the State of Kansas, and finally, (f) a VISA Card may not be used for any illegal transaction.

11. PURCHASE OF GOODS & SERVICES

Your due date is at least twenty-five (25) days after the close of each billing cycle. We will not charge you any interest on purchases if you pay the entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date. If not paid in full by required date, the Interest Charge for purchases will be determined by applying the periodic rate to the Average Daily Balance of purchases, including new purchases. The Interest Charge is determined by one of the following method: all periodic rates are variable, (e.g. the interest rate will change from time to time). The variable rate is adjusted monthly based on the Wall Street Journal prime rate published on the last business day of the month. Currently, the margin over prime rate for the Classic Card is: Prime Rate plus 8.9%. The rate will not drop below 14.9% or exceed 23.9%. The Gold Card is Prime Rate plus 6.9%. This rate will not drop below 12.9% or exceed 18.9%. The Platinum Card is Prime Rate plus 3.25%. This rate will not drop below 9.25% or exceed 12.0%. The CoreCard is Prime Rate plus 9.0%. This rate will not drop below 12.9% or exceed 21.9%. At this printing the MONTHLY PERIODIC RATES (MPR) and their corresponding ANNUAL PERCENTAGE RATES (APR) are as follows: Classic Card MPR is 1.2417% per month and the APR is 14.90%; Gold Card MPR is 1.075% per month and the APR is 12.90%; Platinum Card MPR is 0.7708% per month and the APR is 9.25%; and the CoreCard MPR is 1.208% per month and the APR is 14.50%. Interest Charges will begin to accrue on the transaction date or the billing cycle date whichever is the latest. From time to time the Bank may elect to offer special rates for Purchases. Please contact the Bank to inquire about these offers.

12. CASH ADVANCES

Interest Charges will begin to accrue on the transaction date until account is paid in full. Interest Charge for cash Advances will be determined by (a) applying the variable periodic rate to the Average Daily Balance of the cash advances, including new advances. (b) We then add any minimum charges and transaction fees that apply to obtain the total Interest Charge. The Interest Charge on all cash advances for all card types will be calculated at a variable rate of interest of Wall Street Journal Prime Rate plus 12.9%; however, the rate will not drop below 18.9% or exceed 23.9%.

13. BALANCE TRANSFERS

Interest Charges will begin to accrue on the transaction date or the billing cycle date; whichever is the latest, until account is paid in full. From time to time the Bank may elect to offer special rates for balance transfers. Please contact the Bank to inquire about these offers. Classic and Gold Card: The Interest Charge will accrue at the same rate as those accruing on purchases. Platinum Card: Introductory APR of 1.9% for six months and after six months will revert to the same rate as is accruing

on purchases. CoreCard: Introductory rate of 0% for 16 months and after 16 months will revert to the same rate as is accruing on purchases. Balance transfers may not be from another account issued by CoreFirst Bank & Trust. Promotional periods and rates begin on the date of the first balance transfer to the card. Additional Card members may not request or authorize balance transfers

14. PENALTY APR

Should your account become sixty (60) days delinquent we will increase your rate to a Penalty Rate for six (6) months. If you maintain your account in good standing for the penalty period we will automatically lower your Interest Rate APR to the current rate. The Penalty Interest Rate APR is a variable rate is the Prime Rate plus 12.9% but will not go below 18.9% nor will it exceed 23.9%.

15. AVERAGE DAILY BALANCES

Here is how we determine each of your Average Daily Balances: (a) For each day in the billing cycle, we take that day's beginning balance for the type of Average Daily Balance being calculated (e.g. either "purchases", "cash advances" or "balance transfers"). (b) We then add any new transactions or debits such as fees; (c) subtract any payments or credits that were applied to that balance as of that day; (d) subtract the unpaid Interest Charges. This gives us the daily balance; (e) we will add a new purchase to the appropriate purchase balance as of the date of the purchase; (f) we will add a new cash advance or balance transfer to the cash advance or balance transfer balances on the date of their respective advances. A credit balance is treated as a balance of zero; (g) we then add the amounts of all daily balances for the billing cycle; and (h) divide the sum by the number of days in the billing cycle. This gives us the Average Daily Balance.

16. PAYMENTS

Payments will be applied as of the date of receipt as follows: first, to previously billed Interest Charges; second to Cash Advances not in dispute; third to Purchase not in dispute; fourth to Balance Transfers; fifth to any remaining Cash Advances; and sixth to any remaining Purchases.

If you decide to pay in monthly installments, you must pay at least the minimum payment shown on your statement. The minimum payment will be as follows: Classic, Gold, Platinum and CoreCard Cards 2%, of your new balance plus any amounts that are past due, plus any amounts that exceed your credit limit or \$10 whichever is greater. If the balance is less than \$10, you must pay the full amount. Interest Charges that accrue after your statement date will appear on the following statement.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

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

Notify Us In Case of Errors or Questions about Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, notify us in writing or electronically at the address below as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill (or other line of credit bill) automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us 3 business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

(Continued)

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Interest Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

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

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

SPECIAL RULES FOR CREDIT CARD PURCHASES

If you have a problem with the quality of goods or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are three limitations on this right: (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 for more than \$50. (2) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accessed your credit card account do not qualify. (3) You must not yet have fully paid for the purchase.

If all of the criteria is met and you are still dissatisfied with your purchase, contact us in writing or electronically at the address listed below. 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 don't pay we may report you as delinquent. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

PRIVACY POLICY FOR CUSTOMERS

CoreFirst Bank & Trust has a long history of safeguarding our customers' private financial information. We are committed to upholding that tradition. We want you to understand what information we collect and how we use it. Our guidelines do protect the privacy of our customers and also help to protect against fraud while serving customer needs for new, better, and less costly financial products and services. The following serves as a standard for all CoreFirst Bank & Trust employees for collection, use, retention, and security of nonpublic personal information.

INFORMATION WE COLLECT

We may collect "nonpublic personal information" about you from the following sources:

- Information we receive from you on applications or other loan and account forms, such as your name, address, social security number, assets and income;
 - Information about your transactions with us, our affiliates, or others, such as your account balance, payment history, parties to transactions and credit card usage; and
 - Information we receive from third parties such as credit bureaus, regarding information such as your credit worthiness and your payment history.
- "Nonpublic personal information" is nonpublic information about you that we obtain in connection with providing a financial product or service to you. For example, nonpublic personal information includes information regarding your account balance, payment history, and overdraft history.

INFORMATION WE DISCLOSE

We are permitted under law to share information about our experiences or

transactions with you or your account (such as your account balance and your payment history with us) with companies related to us by common control or ownership ("affiliates").

We do not share non-experience or non-transactional information about you or your account (such as information we receive from you in applications and information from credit reporting agencies) with our affiliates. We are permitted under the law to disclose nonpublic information about you to "nonaffiliated third parties" in certain circumstances. For example, we may disclose non-public personal information about you to such third parties to assist us in servicing your loan or account with us; to government entities in response to subpoenas; and to credit bureaus. We do not disclose any non-public personal information about you to any other third parties, except as permitted by law. If you decide to close your account(s) or become an inactive customer, we will continue to adhere to the privacy policy and practices as described in this notice.

SECURITY PROCEDURES

We take steps to safeguard customer information. We restrict access to your personal and account information to those of our employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

MARKETING SERVICES AND JOINT MARKETING ARRANGEMENTS

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. Our joint marketing partners include financial service companies. If you have questions or concerns about CoreFirst Bank & Trust's privacy policy, please feel free to contact us at address listed below.

Credit Card Agreement



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If you have questions about your CoreFirst Bank & Trust Credit Card account, please write us at:

3035 SW Topeka Blvd., Topeka, KS 66611
or
electronically at bankcards@corefirstbank.com

You may telephone us at:
785.267-8900 or 1.800.280.0123
But, doing so will not preserve your rights

CoreFirstBank.com