

**Rates and Fees Table – OMB Bank Boost Your Score Secured Credit Card**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>23.00%</b>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 21 days after the close of each billing period. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.

<b>Fees</b>	
<b>Annual Fee</b>	
<b>If your initial credit limit is</b>	<b>Annual Fee will be...</b>
\$1 to \$25	<b>\$0</b> for first year. After that, <b>\$39.99</b>
\$25.01 to \$50	<b>\$6.25</b> for first year. After that, <b>\$39.99</b>
\$50.01 to \$75	<b>\$12.50</b> for first year. After that, <b>\$39.99</b>
\$75.01 to \$100	<b>\$18.75</b> for the first year. After that, <b>\$39.99</b>
\$100.01 to \$125	<b>\$25.00</b> for the first year. After that, <b>\$39.99</b>
\$125.01 to \$150	<b>\$31.25</b> for the first year. After that, <b>\$39.99</b>
\$150.01 to \$175	<b>\$37.50</b> for the first year. After that, <b>\$39.99</b>
\$175.01 to \$200	<b>\$42.00</b> for the first year. After that, <b>\$42.00</b>
\$200.01 to \$225	<b>\$42.00</b> for the first year. After that, <b>\$42.00</b>
\$225.01 to \$250	<b>\$42.00</b> for the first year. After that, <b>\$42.00</b>
\$250.01 to \$275	<b>\$42.00</b> for the first year. After that, <b>\$42.00</b>
\$275.01 to \$300	<b>\$42.00</b> for the first year. After that, <b>\$42.00</b>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Payment</li> </ul>	Up to <b>\$41</b>
<ul style="list-style-type: none"> <li>• Returned Payment</li> </ul>	Up to <b>\$20</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new transactions).” See the Cardholder Agreement for more details.

## OMB BANK BOOST YOUR SCORE SECURED CREDIT CARD

### CARDHOLDER AGREEMENT

**NOTICE: EXCEPT TO THE EXTENT THAT YOU ARE A "COVERED BORROWER" AS THAT TERM IS DEFINED BY 32 C.F.R. § 232.3(G), THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE ARBITRATION TERMS APPEAR AT THE END OF THIS AGREEMENT. SEE THE ARBITRATION TERMS FOR MORE INFORMATION.**

This Cardholder Agreement (this "**Agreement**") is your agreement with us and governs your card account ("**Card Account**"). In this Agreement, "**you**" and "**your**" refer to you, the person who applied for and received the Card Account, and "**Bank**," "**we**," "**us**," and "**our**" refer to OMB Bank, the issuer of your Card Account. Below are certain other defined terms used in this Agreement:

- "**Available Credit**" means the amount of credit you may use without exceeding your Credit Limit. Your Available Credit will be equal to the amount of your Credit Limit, minus the sum of: (a) your then-outstanding Card Account balance, plus (b) any Purchases that we have authorized but that have not yet posted to your Card Account, including authorization holds (see the "Authorization Holds" section below for additional information) plus (c) any payments that have not yet cleared. As provided in this Agreement, your Available Credit will change from time to time based on changes in your Credit Limit, your use of your Card Account for Purchases, and payments you make on your Card Account (including delays to confirm payments clear).
  - "**Billing Cycle**" means the interval between billing statements. Each billing statement shows a closing date. The statement closing date is the last day of the Billing Cycle for that billing statement.
  - "**Business Day**" means every Monday through Friday, excluding Federal Reserve holidays.
  - "**Card**" means the credit card issued to you for your Card Account.
  - "**Credit Limit**" means the maximum amount of credit we have approved for you on your Card Account.
  - "**Minimum Payment Due**" means the minimum amount that we must receive on or before the Payment Due Date, as shown on each billing statement.
  - "**New Balance**" means the total outstanding balance in your Card Account at the end of any Billing Cycle, as shown on your billing statement. To determine the New Balance, we begin with the outstanding balance on your Card Account at the beginning of each Billing Cycle, called the "Previous Balance" on your billing statement. We subtract any payments and credits posted to your Account since the end of the previous Billing Cycle. We then add any Purchases posted to your Card Account since the end of the previous Billing Cycle. We then add the appropriate interest charges and fees incurred on your Account since the end of the previous Billing Cycle.
  - "**Purchase**" means your purchase of goods or services with the use of your Card or Card Account number (including, without limitation, Purchases made in person, on the Internet, through mail order, or over the telephone).
  - "**Security Deposit Account**" means each deposit account opened by the Bank for your benefit, and into which amounts are deposited as security for repayment of your obligations under this Agreement. The Security Deposit Account is FDIC insured and will be held in the name of the Bank for your benefit, which means that you are the beneficial owner of the funds deposited into the Security Deposit Account for your benefit for purposes of FDIC insurance.
1. **Secured Credit Card Account.** Your Card Account is a secured credit card account. The Card Account is secured by the Security Deposit Account that the Bank will establish and maintain with funds deposited into the Security Deposit Account for your benefit in order to open your Card Account with us. If you fail to make your

**required payments on your Card Account or otherwise fail to comply with the terms of this Agreement, you could lose all of the funds held in the Security Deposit Account for your benefit.**

**2. Agreement to Terms.** By applying for a Card Account, signing the Card, or otherwise using or consenting to the use of the Card Account, you agree to the terms and conditions of this Agreement and that this Agreement will govern your Card Account, the use of your Card, and all credit extended under this Agreement. Your Card Account may not be opened if you are in default of your secured closed-end loan with us. In addition, your Card Account will not be opened until you have made at least three scheduled payments in full to your secured closed-end loan with us (including if you have paid the secured closed-end loan in full and including any payments on the secured closed-end loan using funds from the deposit account securing that loan), and we have deposited into the Security Deposit Account for your benefit the amount of principal you have repaid on your secured closed-end loan with us minus the amount of any principal you have repaid on the secured closed-end loan that was used subsequently to pay interest or fees incurred on the secured closed-end loan. See the “Establishing Your Credit Limit” section below for additional information.

**3. Right to Reject Card Account.** You may reject this Card Account, provided that you have not yet used the account or paid a fee after receiving a billing statement. If you reject the Card Account, you are not responsible for any fees or charges. If you fail to make a required payment on your Card Account by the due date for that payment, we may use the funds in your Security Deposit Account to make the payment. Such a payment will terminate your right to reject the Card Account, if the right has not already been terminated by prior use of the Card Account or a prior payment.

**4. Using Your Card Account.**

(a) **Available Transactions.** Subject to your Credit Limit, you may use your Card and your Card Account to make Purchases only, so long as you are not in Default of this Agreement and we have not terminated or suspended your right to use the Card for new transactions. You can use your Card for purchases at U.S. Merchants only. You may use your Card at U.S. Merchants even when you are outside the United States, such as for online transactions. You may not use your Card at non-U.S. Merchants. You may not obtain balance transfers or cash advances from your Card Account or with your Card.

(b) **Limitations on Using Your Card Account.** You agree to use your Card Account only for personal, family, or household purposes. You also promise that your Card Account will not be used for purposes that are illegal under state or federal law, including, without limitation, illegal gambling activity. We reserve the right to deny transactions or authorizations from merchants that appear to be engaged in illegal activities. We are not responsible if anyone does not allow you to use your Card Account or refuses to accept your Card. We may decline any transaction at any time or for any reason, at our sole discretion.

**5. Security Interest. Your Card Account is a secured credit card account.** Your Card Account is secured by the funds deposited into the Security Deposit Account for your benefit. We will establish the Security Deposit Account at OMB Bank or any other FDIC-insured financial institution of our choosing and will deposit funds into the Security Deposit Account for your benefit as a condition to opening and maintaining your Card Account. To secure all of the obligations arising under your Card Account and under the terms of this Agreement, you irrevocably and unconditionally relinquish possession and control over, and you assign, transfer, pledge, and grant a security interest in, and set over to us all of your rights, title, and interest in, and possession and control over, all funds deposited into the Security Deposit Account for your benefit and in all renewals, substitutions of, and additions and proceeds of such funds. We may deposit the amount of principal you have repaid on your secured closed-end loan with OMB Bank into the Security Deposit Account for your benefit in order that the funds so deposited will secure repayment under this Agreement. We may also require you to provide additional funds to us that we will deposit into the Security Deposit Account in the event that we offer to increase your Credit Limit to an amount that exceeds the amount of principal you have repaid under your secured closed-end loan with OMB Bank. In all cases and at all times, the funds held in the Security Deposit Account for your benefit must be equal to your Credit Limit under your Card Account. You will not be able to use the Card to make Purchases until you have provided the required funds for collateral to us and we have deposited the funds into the Security Deposit Account. **If you fail to make your required**

**payments on your Card Account or otherwise fail to comply with the terms of this Agreement, you could lose all funds in the Security Deposit Account held for your benefit. You may not make any withdrawals from the Security Deposit Account.** If there is a conflict regarding the security interest between this Agreement and any other agreement, this Agreement will control. We can exercise our rights against the Security Deposit Account and funds held in the Security Deposit Account for our benefit even if you are no longer liable for the debts incurred under this Agreement because of a statute of limitations or because of other reasons. Until your obligations under this Agreement are fully repaid and you have no further obligations, you subordinate in favor of OMB Bank any right of subrogation and any right to enforce a remedy we now have or may later have.

**6. Our Rights Over the Security Deposit Account.** The security interest in and pledge and assignment of the funds held in the Security Deposit Account for your benefit includes and gives the Bank the right to make settlements or compromises on the funds held in the Security Deposit Account for your benefit; transfer such funds from the Security Deposit Account to the Bank's own name; and/or exercise ownership rights in such funds in the Security Deposit Account. You waive any right to require the Bank to: (a) proceed against you or any other person; (b) proceed against or exhaust any security you have provided to us through other agreements; or (c) pursue any other remedy in our power. We may, without prior notice (except to the extent required by law), and from time to time: (i) renew, compromise, extend, accelerate, or otherwise change the terms relating to the obligations under this Agreement; (ii) take and hold security (other than the funds held in the Security Deposit Account for your benefit) for payment of your obligations under this Agreement and enforce, exchange, and release the security interest in such funds in any manner that the Bank determines is proper; (iii) release or substitute you, any guarantor, or any endorser of the debt secured by our interest in the funds held in the Security Deposit Account for your benefit; and (iv) increase or lower the Credit Limit on your Card Account, and no such action will change the fact that the funds held in the Security Deposit Account for your benefit at all times will be held by the Bank as security for the obligations incurred under this Agreement. You must take any action we request to perfect or protect our first lien position security interest in the funds held in the Security Deposit Account for your benefit, and you waive the benefit of any homestead or other exemptions in such funds.

**7. Closing the Security Deposit Account; Returning the Funds.** You may not close the Security Deposit Account. We may, in our discretion, close the Security Deposit Account at any time. If we close the Security Deposit Account, or if you have paid off your Card Account balance and your Card Account is closed, we may return the funds held in the Security Deposit Account for your benefit by any method of return deemed sufficient by us. This may include, but is not limited to, check, ACH or prepaid card. However, if the balance of funds held for your benefit in the Security Deposit Account is \$1.00 or less, we will not issue a refund to you unless you request it in writing. In addition, you authorize us to use the funds in the Security Deposit Account to pay any balance on your Card Account and to initiate any transfer of funds to do that. We may hold the funds in the Security Deposit Account for as long as 60 days after you have paid off your Card Account balance and your Card Account is closed. If a check we send to you is returned as undeliverable and if we cannot locate you, we will hold the funds from the Security Deposit Account until you either contact us and provide information on how to send the funds to you or until we are required to remit your funds to a state under an applicable unclaimed property law, whichever occurs first. For this reason, it is important that you promptly notify us if you change any contact information you provide to us, including your name, mailing address, email address, and phone number.

**8. Withdrawals from Security Deposit Account.** The funds held in the Security Deposit Account for your benefit serve as the collateral for your Card Account. Such funds may not be used to secure any other loans or credit obligations. You understand and agree that you may not withdraw such funds or exercise any other rights over the Security Deposit Account or the funds held in the Security Deposit Account for your benefit until your obligations under this Agreement have been fully paid and your Card Account has been closed. You authorize us to use the funds in the Security Deposit Account to pay any balance on your Card Account and to initiate any transfer of funds to do that. See also information about additional transfers from the Security Deposit Account described in the "Future Credit Limit Changes" section below.

**9. Non-Interest Bearing Security Deposit Account; No Statements.** No interest will be paid on the Security Deposit Account. We will not send statements for the Security Deposit Account.

**10. Deposits to the Security Deposit Account.** You will not be permitted to make deposits to the Security Deposit Account. You authorize us to initiate credit entries to your Security Deposit Account as may be necessary to correct any errors. See also information about additional transfers to the Security Deposit Account described in the “Establishing Your Credit Limit” and “Future Credit Limit Changes” sections below.

**11. Legal Actions Affecting the Security Deposit Account.** The Security Deposit Account may be subject to legal action, such as a tax levy, third-party garnishment or levy, seizure, or forfeiture. Such legal action is subject to our security interest and right to the funds held as collateral in the Security Deposit Account for your benefit. Fees or expenses we incur in responding to legal action (including without limitation attorneys’ fees and our internal expenses) may be charged against the funds held in the Security Deposit Account for your benefit.

**12. Setoff Acknowledgment.** You acknowledge and agree that independent of any provision included in this Agreement and subject to applicable law, OMB Bank has a right to setoff or offset balances you owe to OMB Bank, in any depository account held at OMB Bank.

**13. Important Information About Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, we obtain, verify, and record information that identifies each person who opens an account. This means that when we open an account for you, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We also may ask to see your driver’s license or other identifying documents.

**14. Establishing Your Credit Limit.** When we open your Card Account, we will establish a Credit Limit for your Card Account. Your Credit Limit is based on the amount we deposit in the Security Deposit Account at the time we open your Card Account, which will be equal to the amount of principal you have repaid on the secured closed-end loan we made to you at the time of, or in connection with, your application for this Card Account minus the amount of any principal you have repaid on the secured closed-end loan that was used subsequently to pay interest or fees incurred on the secured closed-end loan. We may not establish your Card Account, and you may not have access to credit under this Agreement if you are in default of your secured closed-end loan with us, and until you have paid at least three (3) of the scheduled payments on the secured closed-end loan (including if you have paid the secured closed-end loan in full and including any payments on the secured closed-end loan using funds from the deposit account securing that loan), and have demonstrated a reasonable ability to pay obligations incurred under this Card Account. Once the Card Account is established and your Credit Limit is set, we will continue to deposit money in the amount of the principal payments made under the secured closed-end loan into the Security Deposit Account minus the amount of any principal you have repaid on the secured closed-end loan that was used subsequently to pay interest or fees incurred on the secured closed-end loan. Your Credit Limit on your Card Account will increase as the balance of funds held in the Security Deposit Account for your benefit increases, up to a maximum Credit Limit equal to the principal amount of the secured closed-end loan minus the amount of any principal you have repaid on the secured closed-end loan that was used subsequently to pay interest or fees incurred on the secured closed-end loan. Thereafter, we may increase your Credit Limit at our sole and exclusive discretion and can require, if we so choose, you to make additional monetary deposits into the Security Deposit Account to secure any additional credit made available to you. We will notify you of any change in your Credit Limit as may be required by law. Changes to your Credit Limit may take effect before you receive such notice. Your billing statement for your Card Account will disclose your Credit Limit and the amount of your Available Credit as of the closing date of your Billing Cycle.

**15. Future Credit Limit Changes.** If we are satisfied with your ability to repay a higher Credit Limit, we may allow you to increase your Credit Limit by providing additional funds to us which we will deposit into the Security Deposit Account for your benefit. Notwithstanding the foregoing, we may decrease your Credit Limit in our discretion at any time. If you do not have sufficient principal amounts that you repaid on the closed-end loan in the deposit account securing the closed-end loan to pay any subsequent interest or fees that are due on the closed-end loan, we may transfer the amount needed to pay the interest or fees on the closed-end loan from your Security Deposit Account to the deposit account securing the closed-end loan. You authorize us to transfer this amount, and such a transfer will reduce the credit limit on the Card Account by the amount of the transfer. If you want to decrease your Credit Limit, your only option is to close your Card Account. See the “Cancellation and Change in Terms” section below for more information on closing your Card Account and the consequences of doing so. You may not increase

the Credit Limit by unilaterally depositing money into the Security Deposit Account or in any manner or by any other means. Any increases in the Credit Limit are subject to our exclusive discretion and express approval.

**16. Your Credit Limit Obligations.** Your Credit Limit will be shown on your billing statements. You promise not to engage in any transactions that, along with any applicable fees we assess in connection with such transaction, would cause you to exceed your Credit Limit. Notwithstanding the foregoing, interest charges and fees may cause you to exceed your Credit Limit. If you attempt a transaction that would cause you to exceed your Credit Limit, we may, in our discretion, authorize the transaction without increasing your Credit Limit or we may deny the authorization. If we allow you to exceed your Credit Limit at any time, that does not obligate us to do so any other time.

**17. Promise to Pay.**

(a) **General Promise to Pay.** You promise to pay us all amounts you owe on your Card Account, including, without limitation, the total amount of all Purchases, interest charges, and all other charges and fees described in this Agreement. You must make a payment every month that your billing statement reflects a New Balance (the New Balance is the entire amount that you owe us at the close of the Billing Cycle). If we do not receive your Minimum Payment Due by the Payment Due Date reflected on your billing statement it will be considered late and you will be in Default. See the "Our Rights Upon Default" section below for consequences of Default.

(b) **Making Payments.** All payments to us must be made in U.S. dollars. Any payment made by check must be drawn on a U.S. financial institution and be capable of being processed through the Federal Reserve System. In addition, checks must be payable to the Bank and have your Card Account number written on them. If you elected to make your payments electronically, such as by automatic electronic debit (ACH), then your payments under this Agreement will be automatically initiated by us in accordance with the electronic payment authorization agreement. PLEASE NOTE: If you did not elect to make your payments electronically, or you revoke your electronic payment authorization, you are still obligated to pay the amounts owed pursuant to this Agreement. If you elect to mail your payments, all payments must be mailed to: 6320 Brookside Plaza, Suite 524, Kansas City, Missouri, 64113. Please contact us at 800-259-1270 for other payment methods that may be available.

(c) **Minimum Payment Requirement.** Except as otherwise provided in this Agreement, you may pay the entire balance owed at any time, without penalty, or you may pay some lesser amount. At a minimum, however, you must pay the Minimum Payment Due as is reflected on your billing statement, and we must receive that payment on or before the Payment Due Date shown on each billing statement. The Payment Due Date will be the same day of each calendar month, although, for payments by check, if the Payment Due Date is not a Business Day, we will treat any check payment that is received by us by 5:00 p.m. (local time at the address designated for payment on your billing statement) on the next Business Day as having been made on the Payment Due Date. See the "Receipt and Crediting of Payments" section below. If your Minimum Payment Due is not received by your Payment Due Date, you will be charged a Late Payment Fee (see the "Fees" section below).

If the New Balance shown on your billing statement is less than \$10.00, your Minimum Payment Due will be equal to the New Balance. If the New Balance shown on your billing statement is \$10.00 or more, your Minimum Payment Due will be equal to the greater of: (i) \$10.00; or (ii) 2% of the New Balance PLUS any interest and fees that have posted to your Card Account since the end of the previous Billing Cycle that remains unpaid as of the statement date shown on the billing statement PLUS any amount that you are over the credit limit that remains unpaid as of the statement date shown on the billing statement PLUS any past due amounts (if the minimum payment was not paid in any previous billing cycles) that remains unpaid as of the statement date shown on the billing statement. Any credits on your Card Account will not be used to meet the Minimum Payment Due amount.

**18. Receipt and Crediting of Payments.** Mailed payments that conform to the payment instructions set forth in this Agreement or on your billing statement will be credited to your Card Account as of the date we receive it if received by 5:00 p.m. (local time at the address designated for payment on your billing statement). Payments by phone or online will be credited as of the calendar day that we receive it. We may reject, in our discretion, any payments that do not comply with the payment instructions set forth in this Agreement or on your billing statement.

If we accept such a payment, there may be a delay in crediting the payment, which may result in additional interest charges and fees. We can accept non-conforming payments, late payments, partial payments, or conditional checks or any checks marked "payment in full" without losing our rights under this Agreement, including the right to require full payment of all amounts owed under this Agreement.

**19. Application of Payments.** Subject to applicable law, we will apply and allocate payments up to the Minimum Payment Due and any credits on your Card Account among balances and charges in any order and manner determined by us in our sole discretion. You agree that we have the unconditional right to exercise this discretion in a way that is most favorable or convenient to us.

**20. Authorization Holds.** Transactions at some merchants (such as hotels, car rental companies, restaurants, and gas stations) may result in temporary authorizations for amounts greater than the actual Purchase amount. If this happens, it will make less credit available to you on your Card Account until the date the actual Purchase amount is received by us from the merchant or the authorization hold is released.

**21. Electronic Check Re-Presentation Policy:** In the event a check is returned unpaid for insufficient or uncollected funds, we may re-present the check electronically. In the ordinary course of business, the check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.

**22. Check Conversion Notification:** When you provide a check as payment, you agree we can either use the information from your check to make a one-time electronic withdrawal from your Bank Account or to process the payment as a check transaction. When we use information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For questions please call our customer service number, 800-259-1270.

**23. Our Rights Upon Default.**

(a) **Events of Default.** The Bank may, without prior notice except as may be required by law, declare you in default under this Agreement if any of the following occurs (each, a "**Default**"): (i) you fail to make any required payment under this Agreement in full on or before its scheduled due date; or (ii) the prospects of payment, performance or realization upon collateral are significantly impaired, such as, but not limited to, if: (1) you have given the Bank false or misleading information or made misrepresentations; (2) you exceeded your Credit Limit; (3) you die; (4) any government authority takes action that the Bank believes adversely affects your financial condition or ability to repay the obligations under this Agreement; (5) you default on any other account you have with the Bank, including, but not limited to, your secured closed-end loan agreement; or (6) you file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of creditors.

(b) **Our Rights Upon Your Default.** If you Default, the Bank may declare the entire amount you owe pursuant to this Agreement immediately due and payable, subject to any notice and rights to cure you may have under applicable law. If you are a Texas resident, you expressly agree that we do not have to give you notice that we are demanding or intent to demand immediate payment of all that you owe. Upon any Default, we are authorized to exercise all of our rights under the security interest that you have granted to us in the funds held in the Security Deposit Account for your benefit. Without limiting the foregoing, you authorize us to withdraw any funds on deposit and held in the Security Deposit Account for your benefit and apply all or any portion of such funds to repayment of your obligations under this Agreement and our costs in enforcing our rights hereunder. The funds held in the Security Deposit Account for your benefit do not secure any obligations to us other than those incurred under this Agreement. We are irrevocably appointed as attorney-in-fact for the limited purpose of executing any instruments required to satisfy your obligations under this Agreement. In addition, we will require you to pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement, to the extent not prohibited by applicable law.

Our rights stated in this Agreement are in addition to any others the Bank has under the law. If there is a conflict regarding the security interest between this Agreement and any other agreement, this Agreement will control. You

represent that no insolvency proceeding or general assignment for creditors is pending that would affect the Bank's security interest. If the Bank waives or delays exercising a right, it does not forfeit that right or any others. You waive any defense you may have against the Bank.

**24. Authorized Users.** If you give your Card to any other person to use or otherwise authorize any person to use your Card Account, you will be responsible for all charges that such person makes on your Card Account, even if you did not anticipate or specifically approve the charges. You must notify us in writing if you wish to revoke any permission you gave to another person to use your Card Account. We then will take commercially reasonable efforts to comply with your instructions to revoke that authority, which may include replacing your Card with a new Card or changing your Card Account number.

**25. Fees.**

(a) **Annual Fee.** The amount of the annual fee will depend on the amount of your initial credit limit. The Annual Fee will be assessed when your Card is issued, and in the same month each year thereafter if your account is open or if you maintain an account balance, whether or not you have active charging privileges.

(b) **Late Payment Fee.** If your Minimum Payment Due is not received by your Payment Due Date, the Late Payment Fee is **\$30**. If this happens again within the next six Billing Cycles, the Late Payment Fee is **\$41**. However, the Late Payment Fee will not exceed the Minimum Payment Due immediately prior to the assessment of the late payment fee.

(c) **Returned Payment Fee.** For any payment that you make to us that is returned unpaid, we will impose a Returned Payment Fee equal to **\$20**. However, the Returned Payment Fee will not exceed the required Minimum Payment Due immediately prior to the date on which the payment is returned.

(d) **Fees for Other Services.** We may charge you other fees for services associated with your Card Account that you request in accordance with applicable law.

(e) YOU HAVE BEEN ASSESSED FINANCE CHARGES, OR POINTS, WHICH ARE NOT INCLUDED IN THE ANNUAL PERCENTAGE RATE. THESE CHARGES MAY BE REFUNDED, IN WHOLE OR IN PART, IF YOU DO NOT USE YOUR LINE OF CREDIT OR IF YOU REPAY YOUR LINE OF CREDIT EARLY. THESE CHARGES INCREASE THE COST OF YOUR CREDIT.

**26. Interest Charges.**

(a) **When Interest Charges Begin; Grace Periods for New Purchases Only.**

There is a grace period during which no interest charge will be imposed on "New Purchases" ("New Purchases" are those purchases appearing on a billing statement for the first time). Each Payment Due Date will be at least 21 days from the statement closing date. New Purchases will not be subject to an interest charge if:

(i) you either had no balance owed reflected on your immediately prior billing statement or paid the New Balance reflected on your immediately prior billing statement in full by the Payment Due Date shown on that billing statement; and

(ii) you also pay the New Balance reflected on the current billing statement (the statement reflecting the New Purchases) in full by the Payment Due Date reflected on the current billing statement.

If you do not satisfy condition (i) above, New Purchases will be subject to an interest charge from the date they are posted to your Card Account. If you satisfy condition (i) above but do not satisfy condition (ii) above, the balance of the New Purchases that is not paid by the Payment Due Date on the current billing statement will be subject to an interest charge from the first day of the Billing Cycle beginning immediately after the Billing Cycle in which the New Purchases were posted to your Card Account.

(b) **How We Calculate Your Interest on Purchases: Average Daily Balance Method (Including New Transactions).** We calculate the periodic interest charge on your Card Account by applying a Daily Periodic Rate to the "Average Daily Balance" of Purchases. The "Daily Periodic Rate" is determined by dividing the Annual Percentage Rate by 365 (or by 366 in a leap year). The current Daily Periodic Rate for Purchases is 0.049%. To get the Average Daily Balance for Purchases, we take the beginning Daily Balance on the Card Account from the previous day; add any new Purchases, interest, fees, or other charges posted to your Card Account on that day; and subtract any payments or credits posted to your Card Account on that day. This gives us the Daily Balance of Purchases. Then we add together all of these Daily Balances of Purchases for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

(c) **Calculation of Interest Charges.** We calculate periodic interest charges by multiplying the Daily Periodic Rate for Purchases by your Average Daily Balance of Purchases, and then multiply the result by the number of days in the Billing Cycle. This gives us the periodic interest charge for Purchases for the Billing Cycle.

**27. Lost or Stolen Cards; Liability For Unauthorized Credit Card Transactions.** You must contact us IMMEDIATELY if you believe your Card or Card Account information has been lost or stolen or you believe your Card or Card Account information has been used without your permission. You may contact us by calling us at 800-259-1270, or by writing to us at 6320 Brookside Plaza Kansas City, Missouri, 64113. If you choose to write to us, be sure to include your Card Account number, and, if applicable, any information about the alleged unauthorized use, including, but not limited to, an identification of the transaction(s), the dollar amount of the transaction(s), and the identity of the person who used your Card without authorization, if any of this information is known. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

See the "YOUR BILLING RIGHTS" section below for more information concerning your rights and our responsibilities under the Fair Credit Billing Act and your potential liability for transactions that are not covered by this section.

**28. Disputes.** We are not responsible for refusal by any merchant, financial institution, or automated equipment to honor or accept your Card, and we have no responsibility for merchandise or services obtained by you with your Card, except as provided in the "YOUR BILLING RIGHTS" section below. You agree to use your best efforts to resolve any dispute concerning merchandise or services with the applicable merchant.

**29. Cards.** Any Cards that we issue to you belong to us. We, a merchant, or any party acting on our behalf may retain your Card without prior notice to you. You agree to sign your Card in the space provided for authorized signatures before you use the Card. Your Card is issued with an expiration date. We have the right not to renew your Card or Card Account. If we have not closed your Card Account or exercised our right not to renew your Card Account, we will send you a new Card when your prior Card expires.

**30. No Waiver of Rights.** We may delay in enforcing our rights under this Agreement without losing those rights or any other rights. We may waive enforcement of our rights in one or more instances without waiving those rights or any other rights in other instances.

**31. Our Communications With You.** You agree that we (and our affiliates, agents, and contractors contacting you on our behalf) may monitor or record any calls between you and us for quality control or other business purposes. If we need to contact you to service your Card Account or to collect amounts you owe to us, you expressly consent and agree that we (and our affiliates, agents, and contractors contacting you on our behalf) may contact you by written, electronic, and verbal means, except as otherwise provided by applicable law. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails, and automatic telephone dialing systems. This may include (i) calling you during reasonable hours; (ii) contacting you by text message or other wireless communication method on your mobile phone number, (iii) leaving a message with a person or a voice mail service, and (iv) contacting you using autodialers or pre-recorded message, including calls to your mobile phone. Except to the extent prohibited by applicable law, you agree that we may contact you at any number or email address you provided to us. We may contact you on a mobile, wireless, or similar

device, even if you are charged for it by your provider. You agree to promptly notify us if you change any contact information you provide to us, including your name, mailing address, email address, and phone number.

**32. Assignments and Transfers.** Your rights under this Agreement may not be transferred by operation of law or otherwise. However, your obligations under this Agreement will be binding upon your estate or personal representatives. We may sell your Card Account and the funds held in the Security Deposit Account for your benefit and/or assign or transfer this Agreement and such funds along with our related rights and obligations without prior notice to you and without your consent.

**33. Cancellation and Change in Terms.**

(a) **You May Close Your Card Account.** You may close your Card Account at any time by notifying us at 800-259-1270. We will cancel your Card Account after we receive notice from you and have a reasonable opportunity to process your notice. You agree that we are not responsible for any costs, damages, or inconvenience you may suffer as a result of our cancelling your Card Account.

(b) **We May Close Your Card Account.** Even if you are not in Default, we may: (i) close your Card Account, (ii) cancel or suspend your privileges to make Purchases, or (iii) otherwise cancel or suspend any Card Account privileges or benefits (whether or not such privileges or benefits are described or referred to in this Agreement). We may do so for any reason, in our sole discretion. We will provide you with notice of any such action if required to do so by applicable law.

(c) **No More Transactions if Card Account is Closed.** If either you or we close your Card Account, you may not make further Purchases with your Card or Card Account. However, you will remain responsible and must pay for all credit owed to us (extended to you or arising from use of your Card Account prior to or subsequent to cancellation). We also will return to you the funds held in the Security Deposit Account for your benefit only as described in this Agreement.

**34. Changing Terms of Your Card Account.** We may amend the terms of this Agreement, including the amount of any Card Account fees, from time to time in our sole discretion. Depending on the nature of the change, the amendment to this Agreement may, on or after the date on which it becomes effective, apply to all of your then-outstanding unpaid indebtedness to us under your Card Account. If required by applicable law, we will: (a) send notice of the changes to you and (b) give you the right to opt out of the change. If you opt out of the change, you will be unable to initiate any further transactions on the Card Account, and you will be required to repay the amount that you owe us under the terms and conditions of the then-existing Agreement.

**35. Governing Law.** You understand and agree that: (a) this Agreement is subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the State of Missouri; and (b) your Card Account was opened or will be continued after approval by us in the State of Missouri. The Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA") governs the "Jury Trial and Arbitration Clause". If any provision of this Agreement is in conflict with applicable law, that provision will be considered modified to the extent necessary to comply with such law. If any provision of this Agreement is held unenforceable, including any provision of the Jury Trial Waiver and Arbitration Clause, the remainder of this Agreement will remain in full force and effect.

**36. Obtaining Credit Information.** When you applied for your Card Account, you authorized us to make or have made any credit, employment, or other investigative inquiries we deemed appropriate (including, without limit, obtaining a consumer report) prior to extending credit to you. You also authorized us to make such inquiries and obtain consumer reports when renewing, updating, or collecting on your Card Account in the future. Upon your request, we will tell you whether we obtained a consumer report and the names and addresses of any consumer-reporting agencies that provided such reports.

**37. Foreign Currency Transactions.** You can use your Card for purchases at U.S. Merchants only. You may use your Card at U.S. Merchants even when you are outside the United States, such as for online transactions. You may not use your Card at non-U.S. Merchants. If you use your Card to make a Purchase at a U.S. Merchant in a currency

other than U.S. dollars (“**Foreign Currency Transaction**”), the merchant, network, or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then-current policies. The currency conversion rate for Mastercard currently is based on (a) rates observed in the wholesale market or (b) government-mandated rates, where applicable, for the transaction date or the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**38. Disclosure of Information to Third Parties.** By requesting, obtaining, or using a Card Account from us, you agree that we may release information in our records regarding you and your Card Account: (a) to comply with government agency or court orders; (b) to share your credit performance on your Card Account with credit reporting agencies; (c) to provide information on your Card Account to any third party who we believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act; (d) to share information with our employees, agents, or representatives performing work for us in connection with your Card Account; or (e) as otherwise permitted by our privacy policies.

**39. Furnishing Information to Third Parties.** If you believe that we have furnished any inaccurate information relating to your Card Account to any consumer reporting agency, you may notify us at 6320 Brookside Plaza, Suite 524, Kansas City, Missouri, 64113. To help us respond to your notification, you must include the last four digits of your Card Account number, the name of the consumer reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer reporting agency directly.

**40. Negative Credit Reports.** YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING YOUR CREDIT HISTORY WITH US MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR CARD ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

**41. Force Majeure.** We will not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.

**42. Military Annual Percentage Rate Disclosure.**

(a) If you are a “Covered Borrower” as defined by the Military Lending Act (10 U.S.C. § 987) (the “MLA”) and the regulations implementing the MLA (32 CFR part 232), please see this required disclosure.

(b) Federal law provides important protections to active duty 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 may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this same disclosure and for a general description of your payment obligations for this credit card account, call the following toll-free number 800-259-1270.

(c) **The Military Annual Percentage Rate provided by this Agreement is less than 36%.**

(d) **Covered Borrower Savings Clause.** The provisions of this section apply only to a “Covered Borrower” as that term is defined by 32 C.F.R. § 232.3(g). If any contract provision not identified herein is contrary to the rights and protections afforded to you by federal law pursuant to 10 U.S.C. § 987 and its implementing regulations, including, but not limited to 32 C.F.R. § 232.8, then the conflicting provisions or proscribed terms are inoperative and shall have no force and effect. However, all remaining contract terms and provisions not proscribed or prohibited will remain in full force and effect.

**43. State Disclosures.**

**All Card Accounts, 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.

**California Residents:** An applicant, if married, may apply for a separate account.

**Delaware and Oregon Residents.** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.

**Nebraska, Missouri, Utah and Washington Residents:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

**New Jersey Residents:** Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**New York and Vermont Residents:** We may obtain at any time your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing, and collecting on your Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees, and grace periods. New York State Department of Financial Services - (800) 342-3736 or <https://www.dfs.ny.gov/>.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

**Married Wisconsin Residents.** You agree that no provision of any marital property agreement, unilateral statement under the Wisconsin Marital Property Law or court decree will adversely affect our interests unless, prior to the time credit is granted, we are given a copy of the agreement, statement, or decree or we have actual knowledge of the adverse provision.

**44. JURY TRIAL WAIVER AND ARBITRATION CLAUSE: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS.**

**PURSUANT TO 10 U.S.C § 987 AND ITS IMPLEMENTING REGULATIONS, IT IS UNLAWFUL FOR A CREDITOR TO REQUIRE A "COVERED BORROWER," AS THAT TERM IS DEFINED BY 32 C.F.R. § 232.3(G), TO SUBMIT DISPUTES TO ARBITRATION OR TO WAIVE HIS/HER RIGHT TO LEGAL RECOURSE UNDER STATE OR FEDERAL LAW. ACCORDINGLY, THE TERMS OF THIS ARBITRATION NOTICE AND ARBITRATION CLAUSE DO NOT APPLY TO COVERED BORROWERS.**

(a) **Acknowledgment of Arbitration.** Your Card Account is being made available and priced by the Bank on the basis of your acceptance of the following arbitration provision. By requesting your Card Account, you acknowledge that you are giving up the right to litigate Claims (as defined below) if either party elects arbitration of the Claims pursuant to this provision, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

(b) **Arbitration of Claims.** Except as expressly provided herein, any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present, or future), including initial claims, counter-claims, cross-claims, and third-party claims, arising from or relating to: (i) your Card or Card Account; (ii) any service relating to your Card or Card Account; (iii) the marketing of your Card or Card Account; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of this Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which will be for a court to decide); and (v) any other agreement or instrument relating to your Card or Card Account or any related service ("**Claim**") will be decided, upon the election of you or the Bank (or the Bank's agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration. Arbitration replaces the right to litigate a claim in court or to have a jury trial. The American Arbitration Association ("**AAA**") will serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: online at [www.adr.org](http://www.adr.org) or by writing to the AAA at: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.

(c) **Other Claims Subject to Arbitration.** In addition to Claims brought by either you or the Bank, Claims made by or against anyone connected with you or the Bank or claiming through you or the Bank (including a second cardholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) will be subject to arbitration as described herein.

(d) **Exceptions.** We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. This arbitration provision also does not limit or constrain the Bank's right to interplead funds in the event of claims to funds by several parties.

(e) **Individual Claims Only.** Claims may be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing.** However, co-applicants, second cardholders, and authorized users of a single Card and/or related cards are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.

(f) **Arbitration Fees.** If you initiate arbitration, the Bank will advance any arbitration fees, including any required deposit. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. The Bank will also be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

(g) **Procedure.** A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years' experience or who is a former or retired judge. The arbitration will follow the AAA's rules and procedures in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the AAA's rules and procedures and this arbitration provision, in which case this arbitration provision will govern. Any in-person arbitration hearing for a Claim will take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "**FAA**"), and will honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceeding. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator's award. This arbitration provision is made pursuant to a transaction involving interstate commerce and will be governed by the FAA.

#### **45. 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 Billing Statement:**

If you think there is an error on your billing statement, write to us at:

OMB Bank, Suite 524  
6320 Brookside Plaza  
Kansas City, Missouri, 64113

In your letter, give us the following information:

- **Account information:** Your name and Card Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your billing statement, 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 billing statement.
- At least 3 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**. 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 billing statement 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 billing 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 billing statement is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your billing statement 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 Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

To use this right, all of the following must be true:

- (1) The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (Note: 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 Card for the Purchase.
- (3) You must not yet have fully paid for the Purchase.

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

OMB Bank  
6320 Brookside Plaza, Suite 524  
Kansas City, Missouri, 64113

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.