

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>16.9%</b>
APR for Cash Advances	<b>16.9%</b>
Paying Interest	You have until the closing date of the billing cycle to pay your entire balance each month to avoid paying interest on Purchases. This is at least 27 days from the start of each billing cycle. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

Fees	
<b>Set-up and Maintenance Fees</b>  • Annual Fee	NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your Card and will reduce the amount of credit you initially have available. Based on your initial credit limit of \$8,000.00, your initial available credit will be only about \$8,000.00.  You may still reject this plan, provided you have not used the Credit Account or paid a fee after receiving a billing Statement. If you do reject the plan, you are not responsible for any fees or charges.  <b>None</b>
<b>Transaction Fees</b> • Cash Advance • Foreign Currency	Either <b>\$2.00</b> or <b>3%</b> of the amount of each cash advance, whichever is greater (maximum fee: <b>\$10.00</b> ).  <b>3%</b> of each transaction in U.S. dollars.
<b>Penalty Fees</b> • Late Payment • Return Item Charge	Up to <b>\$15.00</b>  Up to <b>\$15.00</b>

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

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

**FEEES AND INTEREST CHARGES:**

**FEEES AND INTEREST CHARGES:** Your Credit Account is subject to the following fees and **INTEREST CHARGES**, each of which will be billed to your Credit Account as a Purchase.

**Periodic INTEREST CHARGES:** **INTEREST CHARGES** are imposed when you obtain a Cash Advance and when a Purchase is posted to your Credit Account.

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

**Computing Periodic INTEREST CHARGES:** The **INTEREST CHARGE** is determined by multiplying the "Average Daily Balance" for Purchases and for Cash Advances outstanding during the monthly Billing Cycle by the monthly "Periodic Rate". The monthly Periodic Rate for Purchases and for Cash Advances is determined by dividing the **ANNUAL PERCENTAGE RATE (APR)** by 12. The Monthly "Periodic Rate" for Purchases is 1.4083% and for Cash Advances is 1.4083%. This is equivalent to an **ANNUAL PERCENTAGE RATE** of 16.9% for Purchases and 16.9% on Cash Advances. **This ANNUAL PERCENTAGE RATE will be applied to fees assessed to your Credit Account as well as Purchases and Cash Advances.**

**Average Daily Balance:** The Average Daily Balance is computed by taking the beginning balance of your Credit Account on each day, calculated separately for Purchases and Cash Advances, adding new Purchases and/or Cash Advances and subtracting any payments or credits to get each day's daily balance. The daily balances are then added together and divided by the number of days in the Billing Cycle to get the Average Daily Balance.

**Minimum INTEREST CHARGE:** The minimum **INTEREST CHARGE** is \$1.00 for each Billing Cycle during which an **INTEREST CHARGE** based on a periodic rate is imposed.

**Cash Advance Fee:** In addition to the periodic **INTEREST CHARGE** on Cash Advances, there is an additional fee of 3% (minimum \$2.00/maximum \$10.00) for each Cash Advance obtained that month.

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

**Late Payment Fee:** We will charge a Late Payment Fee if we do not receive a payment at least equal to the Minimum Payment plus the Past Due Amount shown on your Statement by 5 pm Central Time (the payment cutoff time) on your Payment Due Date. This payment cutoff time applies to payments you make by mail, by bill payment service, by phone, online, or by any other method. The first time you do not pay at least the Minimum Payment plus Past Due Amount by the cutoff time on your Payment Due Date, we will charge a Late Payment Fee of \$15.00. If you do not pay at least this amount on time again in the next six billing cycles, we will charge a Late Payment Fee of \$15.00 each time. The Late Payment Fee will never be more than the Minimum Payment plus Past Due Amount due in that Billing Cycle.

**Return Item Charge:** We impose a Return Item Charge up to \$15.00 when a payment on your Credit Account is returned by the financial institution on which it was drawn for insufficient funds or any other reason. The charge may be imposed even if we elect to re-present the item and it is paid upon our re-presentation.

**OTHER CHARGES AND IMPORTANT INFORMATION:**

**Copying Fee:** If you request a duplicate of any sales draft, Statement, or other document, we will charge you \$3.00 for each copy we provide.

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

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

**Wire Transfer Fee:** \$5.00 per Transaction.

**Total Minimum Amount Due:** Means the total minimum amount due you must pay each Billing Cycle. We calculate the Total Minimum Amount Due as follows: If your New Balance is less than \$30.00, your Total Minimum Amount Due is equal to the New Balance. If your New Balance is \$30.00 or more, your Total Minimum Amount Due is equal to the sum of (i) the Minimum Payment (which is 4% of your New Balance rounded up to the next dollar or \$30.00, whichever is greater), plus (ii) the Past Due Amount, plus (iii) the Amount Over Limit Due (which is the amount of the New Balance that exceeds your credit limit).

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

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

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

YOUR CONTRACT WITH US

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

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

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

DEFINITIONS USED IN THIS CONTRACT

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

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

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

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

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

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

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

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

A JUDGE OR JURY AND/OR TO PARTICIPATE IN OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING, BUT NOT LIMITED TO, CLASS ACTIONS). EXCEPT AS OTHERWISE PROVIDED, ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF YOUR RIGHT TO LITIGATE CLAIMS IN COURT BEFORE A JUDGE OR JURY.

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

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

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

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

**Class Action Waiver:** If a Claim is arbitrated, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with Claims of any other persons. An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No arbitration administrator or arbitrator shall have the power or authority to waive, modify, or fail

to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Class Action Waiver shall be determined exclusively by a court and not by the administrator or any arbitrator. Thus, you agree that UNDER THIS ARBITRATION PROVISION THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE LITIGATED IN COURT OR ARBITRATED ON A CLASS BASIS. Arbitration will only be conducted on an individual Claim basis and there is no right or authority to consolidate or join any of your Claims with any other Claims. YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY WAIVING ANY RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION UNDER THIS PROVISION.

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

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

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

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

**The Arbitrator's Award:** The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts), attorneys' fees and costs and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. No arbitration award between you and us will have any impact on any

(3) You must not yet have fully paid for the Purchase. If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing (or electronically) at:

First PREMIER Bank  
P.O. Box 5524  
Sioux Falls, SD 57117-5524  
[www.mypremiercreditcard.com](http://www.mypremiercreditcard.com)

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent. **Your Liability for Unauthorized Use of Your Credit Account:** You will not be liable for unauthorized use of your Card or Credit Account. However, to protect your rights, you are required to notify us orally or in writing as soon as you are aware that your Card or Credit Account has been lost, stolen or used without your consent. Certain exceptions apply. To notify us of the loss, theft or possible unauthorized use of your Card, call us at 1-800-987-5521, 24 hours a day.

STATE DISCLOSURES

**California Residents:** A married applicant may apply for a separate Credit Account. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a Consumer Reporting Agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the Credit Account up to the limit of the Credit Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

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

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

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

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

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

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

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

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

ARBITRATION AND LITIGATION

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

**PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CREDIT CARD CONTRACT SHALL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE**

YOUR BILLING RIGHTS  
KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

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

(You may also contact us on the Web: [www.mypremiercreditcard.com](http://www.mypremiercreditcard.com).)

In your letter, give us the following information:

• **Account information:** Your name and Credit Account Number.

• **Dollar amount:** The dollar amount of the suspected error.

• **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

• Within 60 days after the error appeared on your Statement.

• At least three business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

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

(1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

(2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

• We cannot try to collect the amount in question, or report you as delinquent on that amount.

• The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.

• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

• We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

• **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.

• **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases:** If you are dissatisfied with the goods or services that you have purchased with your credit Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

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

(1) The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50.00. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

(2) You must have used your credit Card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your Credit Account do not qualify.

