

1. **Agreement.** These regulations govern the possession and use of Visa Business Cards ("Cards or Cards") issued by Farm Bureau Bank FSB ("Issuer"). Each party executing the Acceptance of Terms above through its authorized officer is referred to in these regulations as a Holder. Issuer shall establish an account for each person designated by Holder as an authorized user ("Authorized User"). Holder consents and agrees to these regulations and to the terms contained on the Cards, any sales drafts, credit adjustment memos or Cash Advance drafts signed by or given to Holder or any Authorized User. The provisions of these regulations, as they may be amended from time to time as provided in these regulations, govern Holder's obligations, notwithstanding any additional or different terms contained in the Cards, sales drafts, credit adjustment memos and Cash Advance drafts or any other documents evidencing an account transaction. Holder authorizes an investigation of its credit standing prior to the issuance of Cards and at anytime thereafter, and authorizes disclosure of information to third parties relating to its credit standing. If Holder or Authorized User requests any Visa Business Card Services, Holder or Authorized User consents to the release of Holder's or Authorized User's personal data to VISA USA, Inc. and its member financial institutions and/or their respective contractors for the purpose of providing such services.
2. **Annual Membership Fees.** Farm Bureau Bank does not charge an annual fee to Farm Bureau entities approved for a Corporate Visa.
3. **Use of Card.** Holder represents that Cards will be used exclusively for business, commercial, agricultural or organizational purposes and not for personal, family or household purposes. Credit for purchases ("Purchases") from a merchant or cash advances ("Cash Advances") from a participating financial institution may be obtained by presenting the Card to the merchant or participating financial institution, and if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for Purchases made or cash received. The Card may also be used to obtain Cash Advances from certain automated equipment provided it is used with the correct personal identification number ("PIN"). The amount and frequency of cash withdrawals may be limited. Except as provided below with respect to Holder's liability for the unauthorized use where issuer has issued ten (10) or more Cards at Holder's request, Holder will be liable up to a maximum of \$50.00 for the unauthorized use of a Card or PIN issued at Holder's request for charges that occur before Issuer receives notification orally or in writing of loss, theft or possible unauthorized use of a Card or PIN. If Issuer has issued ten (10) or more Cards at Holder's request, Holder will be liable for any and all unauthorized use of a Card. Unauthorized use is any use by an individual other than Authorized User if without the knowledge or consent of the Holder. Any use of the Card or PIN by an Authorized User or by any other with the knowledge or consent of an Authorized User, or Holder, is authorized use. Lost or stolen Cards or PINs should be reported immediately to Issuer by notifying P.O. Box 3880, Omaha, NE 68105, (800)-556-5678. Holder shall be liable for all charges, fees and other costs that accrue on each account.
4. **Credit Line.** Holder will from time to time be informed of the amount of the approved credit line under each account established for Holder, and Holder covenants not to make, authorize or allow credit Purchases or borrowings in excess of the amount. However, notwithstanding such credit line, Holder is liable for all Purchases and borrowings made with its Cards by it or by anyone authorized to use the Cards.
5. **Payment.** Holder will be furnished at the address identified by Holder, a monthly statement for each account for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. The full amount billed ("New Balance") is due on demand. If Issuer does not demand payment of the New Balance on the monthly billing statement, either (a) the New Balance or, (b) a minimum payment ("Minimum Payment") of the greater \$20 of 10% of the New Balance, shall be paid within 25 days after the Closing Date of that billing statement. Payments must be made at the address listed on the payment coupon. Payments made at any other location may cause delay in crediting the account. Payments received after 10:00 AM on any Monday through Friday, but excluding federal legal holidays, or at any time on any non-banking day will be considered as payments made on the following banking day. Payments may be credited to fees, Finance Charges, Purchases and Cash Advances in the order determined by the Issuer.
6. **Finance Charges.** Finance Charges accrue on Purchases from the date the Purchase is posted to the account. The Holder may avoid paying Finance Charges on the Purchase portion of the New Balance shown on the monthly statement if the New Balance is paid in full by the "Payment Due Date" shown on the statement. The Payment Due Date will be at least 25 days later than the "Closing Date" shown on the statement. If full payment is not made by the Payment Due Date, the Holder will be charged a Finance Charge computed on the "Average Daily Balance" for Purchases for the billing period calculated in this way: (1) start with the previous "Purchase Balance" at the beginning of the current billing period (for this purpose the previous Purchase Balance does not include unpaid Finance Charge on Purchases); and (2) each day of the current billing period subtract payments and credits from, and add new Purchases to, the previous Purchase Balance, resulting in the "Daily Balance" for Purchases. Then add together the Daily Balance for Purchases for each day of the billing cycle, and divide this sum by the number of days in the billing cycle, resulting in the Average Daily Balance for Purchases. Then multiply the Average Daily Balance for Purchases by the number of days in the billing cycle, and then multiply this amount by the applicable "Daily Periodic Rate". The Daily Periodic Rate (and the corresponding Annual Percentage Rate ("APR")) for Purchases is subject to change and may vary in accordance with the variable rate plan described below. Finance Charges accrue on Cash Advances from the day a Cash Advance is made until the Cash Advance is paid in full. The Finance Charge on Cash Advances is computed on the Average Daily Balance for Cash Advances for the current billing period calculated in this way: (1) start with the previous "Cash Advance Balance" at the beginning of the current billing period (for this purpose, previous Cash Advance Balance does not include unpaid Finance Charges on Cash Advances), and (2) each day of the current billing period subtract payments and credits from, and add new Cash Advances to, the previous Cash Advance Balance, resulting in the Daily Balance for Cash Advances. Then add together the Daily Balance for Cash Advances for each day of the billing cycle, and divide this sum by the number of days in the billing cycle, resulting in the Average Daily Balance for Cash Advances. Then multiply the Average Daily Balance for Cash Advances by the number of days in the billing cycle, and then multiply this amount by the applicable Daily Periodic Rate. The Cash Advance Rate is a fixed 18.90% APR.
7. **Variable Rate Plan.** The periodic rate used to compute Finance Charges for Purchases will be determined in accordance with a variable rate plan. The APR applied to the account may vary monthly and will be equal to an index (the "Index") plus a margin (the "Margin"). The Index is the National Prime Rate published in The Wall Street Journal on the last business day of the month immediately preceding the billing date. The initial Margin for the account is 5.70%. An increase in the Daily Periodic Rate (and the corresponding APR) may occur if the Index increases or the Margin increases, but the combined Index and Margin will not exceed the maximum allowable rate by Nevada law. If the Index or Margin changes, the new Daily Periodic Rate (and corresponding APR) will apply to all amounts subject to Finance Charges as of the first day of the billing cycle show on the monthly statement for that billing cycle. The Margin for each account may be changed from time to time. The Issuer will provide notice of the new Margin prior to the effective date of any change.
8. **Additional Fees.** Each account shall be subject to the following additional fees: (1) \$25 late charge if any Minimum Payment is not paid in full on or before the Payment Due Date shown on the monthly statement; (2) a minimum transaction fee equal to a minimum of \$2.50 and a maximum of \$12.50 or 2.5% of each Cash Advance, whichever is greater; (3) \$25 for each time the balance subject to Finance Charges exceeds the credit line for the account on the Closing Date of the monthly statement; (4) \$25 for each return by a bank or depository institution of a dishonored check issued in payment of the account; (5) \$5 for a replacement of a Card; and (6) reasonable charges according to the then current fee schedule for additional copies of monthly statements, drafts and receipts requested. Fees imposed will be posted to the account.
9. **Foreign Transactions.** If a Card is used to effect a transaction in a foreign currency, VISA International will convert the transaction amount to U.S. Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the Account. You agree to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.
10. **Disputes.** Issuer is not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a Card. Issuer has no responsibility for merchandise or services obtained with a Card and any dispute concerning merchandise or services will be independently settled by Holder with the merchant concerned.
11. **Default.** Holder covenants to observe and comply with these regulations and not to permit an event of default to occur. Holder further covenants not to take any action or permit any event to occur which materially impairs Holder's ability to pay when due. Upon the occurrence of any one or more of the following events of default: (a) Holder fails to pay at least the Minimum Payment when due; (b) Holder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings; (c) Holder fails to observe any covenant or duty contained in these regulations; (d) any item in any financial statement delivered by Holder to Issuer is false in any material respect when given; or (e) the occurrence of default under any agreement securing the obligations hereunder; the full amount of Holder's account shall, at Issuer's option become immediately due and payable. Holder agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by the Holder or incident to any action or proceeding involving Holder brought pursuant to the United States Bankruptcy Code).
12. **Setoff.** In addition to the other remedies provided in these regulations but subject to any limitations of applicable federal or state law, upon the occurrence of an event of default Holder hereby grants Issuer a security interest in and a right of setoff against all monies securities and other property of Holder now or hereafter in the possession of or on deposit with Issuer or any member or branch bank of Issuer, whether held in general or special account or deposit, or for safekeeping or otherwise. Every such security interest and right of setoff may be exercised without demand upon or notice to Holder. No security interest right of setoff shall be deemed to have been waived by any act or conduct on the part of Issuer, or any failure to enforce such security interest or to exercise such right of setoff, or by any delay in so doing. Every security interest and right of setoff shall continue in full force and effect until such security interest or right of setoff is specifically waived or released by an instrument in writing executed by Issuer.
13. **Termination.** Holder's consent to these regulations may be terminated at any time by surrendering the Cards issued to Holder or at Holder's request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding at the time of termination. Termination by Holder shall be binding on each Authorized User. Unless sooner terminated, the privilege to use the Cards may be revoked or limited by Issuer to the extent not prohibited by law. The Cards are and shall remain the property of Issuer and Holder agrees to surrender them to Issuer upon demand. Holder agrees to notify Issuer of any cancellation of any Authorized User's charging privileges. Holder shall return to Issuer any Cards issued to Authorized Users whose privileges have been terminated.
14. **Amendments.** Issuer may amend these regulations and may amend the charge terms from time to time and will mail to Holder at Holder's last known address as shown on the record of Issuer. Written notice of any such change will take place not less than 15 days prior to its effective date, or as otherwise required by law. Invalidation of any provision of these regulations shall not affect the validity of any other provisions.
15. **Governing Law.** Holder agrees to be governed by Nevada and federal law with respect to all aspects of the transactions arising under these regulations.
16. **Mandatory Arbitration of Disputes.** Absent a written waiver executed by both the Issuer and the Holder, the parties agree that any "Arbitral Dispute" between the parties shall be settled by arbitration in accordance with the Commercial Arbitration Rules, then obtaining, of the American Arbitration Association. "Arbitral Disputes" shall include any controversy or claim between the parties including any claim based on contract, tort or statute, arising out of relating to the transactions contemplated by this Agreement or any aspect of the relationship of the third parties pursuant to this Agreement.