Cardholder Agreement

This document is our standard form credit card agreement in effect as of **March 1, 2026.** This Agreement, along with any amendments, and the Terms and Conditions (available under the Disclosures section at www.farmbureau.bank) establishes the terms of your credit card account ("Account") with Farm Bureau Bank FSB, Reno, Nevada. Please read it carefully and keep it with your records. You do not need to sign this Agreement, but please sign the back of your credit card (the "Card"), if you have not already done so. All extensions of credit in connection with your Account are being made by Farm Bureau Bank, FSB.

The Card and any Credit Devices are issued by us subject to the terms of this Agreement and are and remain our property. This Card or other Credit Devices must be returned or surrendered upon our request. The Company and Guarantor, jointly and severally, agree to the terms of this Agreement. Retaining, signing, using or permitting others to use the Card, any Credit Device, or the Account is the equivalent of signing this Agreement. You acknowledge that a copy of this Agreement and all required disclosures were received by you before the first transaction under the Account. You understand that all terms of the Account stated in the Terms and Conditions provided upon approval of the Account or other writing submitted to you as terms of the Account, as such terms may be amended, supplemented or substituted from time to time, are expressly incorporated by reference into this Agreement and are part of this Agreement as is fully stated herein.

Definitions. If we use a capitalized term in this document but we do not define the term in this document, the term has the meaning as used in your monthly statement.

"Agreement" means this document, the Terms and Conditions and any changes we make to these documents from time to time.

"Account" means this open-end revolving credit card established pursuant to this Agreement. Charges are posted to the Account from the use of a Card, Credit Device, information from the Card, or any other device or procedure by which the Account can be accessed.

"Applicable State Law" means the law of the state of Nevada, the location of the home office of the issuer.

"Application" means the oral, written or electronically submitted application for credit you completed to request that we extend credit to you under the Account and issue a Card to you based on information you supplied and on which we relied. The Application is not evidence of your indebtedness. You are responsible for the representations made in the Application and for repayment of the credit provided to you.

"Authorized User" means any person you permit to use your Account or who has apparent authority to do so.

"Card Carrier" means the mailing folder that holds the Card delivered to you pursuant to this Agreement.

"Card" means the Credit Card or Cards for which you applied and includes any Credit Device or procedure by which the Account can be accessed.

"**Balance Transfer"** means the use of your Account for a loan obtained by a transfer of funds initiated by us at your request, including the use of a Balance Transfer Check.

"Cash Advance" means any account transaction identified as a Cash Advance on your credit statement, including any ATM, bank, exchange, or other fee charged by the provider of cash or its equivalent, and further including the transaction fee we assess on the cash advance. Cash Advances include, but are not limited to, cash, travelers checks, foreign currency, money orders, wire transfers, gaming chips or similar cashlike items.

"Cash Equivalent" means the use of your Card or account number to obtain money orders, traveler's checks, foreign currency, lottery tickets, gambling chips, wire transfers, person to person money transfers (including but not limited to transfers facilitated over the Internet), or the use of your Account to open a deposit account or to transfer value to a stored value card at a location or through a merchant other than a financial institution and any other transaction that

Mastercard, Visa and/or American Express (as applicable to your Account) may designate as a Cash Equivalent.

"Check" or **"Convenience Check"** means an access check we provide to you to make a Cash Advance or a Balance Transfer as applicable on your Account. A Check can be either a Balance Transfer Check or a Cash Advance Check and will be designated as such by us.

"Credit Device" means a Check, payee-designated check, blank draft, order, or other transaction that accesses the Account, other than a Card.

"Daily Periodic Rate" or **"DPR"** means the applicable APR divided by 365.

"Credit Limit" means the total dollar amount that you may borrow against in accordance with this Agreement.

"Guarantor" means the individual who unconditionally guarantees, or promises to pay, the amounts due on your account even if no demand for payment is first made to you.

"Holder", **"you"** or **"your"** means the Company and Guarantor, jointly and severally.

"Index" means the Prime Rate used in determining the APRs used on your Account each billing cycle and will be the rate published in the Money Rates section of The Wall Street Journal. Any increase or decrease in the Prime Rate will result in a corresponding adjustment to your variable APRs, effective on the first day of the billing cycle beginning 2 months after the rate is published if the rate change occurs on or before the 10th of the month or 3 months after if the rate is changed after the 10th of the month.

"Margin" means the interest rate differential between the Index Rate and the Annual Percentage Rate (APR). The Margin is expressed as a number of percentage points.

"Insert" means any document sent to you with this Agreement that may provide additional information on the terms of the Account.

"Issuer", **"bank"**, **"we"** or **"us"** means Farm Bureau Bank FSB, a Federal Savings Bank with its home office in Sparks, Nevada.

"Purchase" means any account transaction to show payment for goods or services identified as a Purchase on your credit statement.

"Foreign Transaction" means the use of your Card or Account (other than through a Cash Advance) for a transaction with a business or entity located outside of the United States or for a transaction in a currency other than US dollars. Foreign Transactions and the Transaction Fees associated with any Foreign Transaction are considered Purchases for interest calculation purposes.

"Processing Days" means any business day (Monday through Friday), excluding bank holidays.

Use of the Account: You represent that your Account will be used exclusively for business, commercial, agricultural or organizational purposes and not for personal, family or household purposes.

You and any Authorized User may use the Account for Purchases or Cash Advances from anyone that accepts the Card or a Credit Device, provided that such transaction is not illegal. We make no representation that any particular person or entity will accept the Card or Credit Device. If you use your Account number to make a Purchase or obtain a Cash Advance without presenting the Card (such as for a mail order, telephone purchase, or electronic transaction), the legal effect will be the same as if the Card had been used by you and will constitute a Purchase or Cash Advance as the case may be. You must sign the Card before using it.

Visa Business Card holders now have complete liability protection for all Visa Business Card transactions that are processed on the Visa network system. This protection does not apply to ATM transactions. If your Visa Business Card is ever lost or stolen you are protected against fraudulent use of the Card, including transactions made via telephone or on the Internet.

Definition of unauthorized transactions: A transaction on your account initiated by a person other than you without actual authority to initiate the transfer and from which you receive no benefit. "Unauthorized transaction" does not include a transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account.

Liability for unauthorized transactions: You must promptly notify us within (60) calendar days of the mailing date of the first statement showing any unauthorized transactions on your account. We may require you to confirm the complaint in writing. If you properly notify us, then you shall have zero liability for such unauthorized transactions. We will provisionally recredit your account within five business days.

Exceptions to "zero liability": This protection shall not apply to any ATM transactions. Also, in the event an investigation by us finds substantial evidence that a cardholder was grossly negligent in the handling of the Card or Account, then liability may be reimposed.

You promise to pay for all authorized Purchases, Cash Advances, Finance Charges, and Fees as may be due under this Agreement, regardless whether made by you or any other person, except as provided in this Section with respect to limits for certain unauthorized use. You shall be liable for all amounts due from you under this Agreement. You may not use the Card for any illegal purpose.

Lost or Stolen Cards or Credit Devices: Lost or stolen Cards, PINs or Credit Devices should be reported immediately to Issuer by calling the number on the back of your card or visiting our website:
https://www.farmbureau.bank/About/About-the-Bank/Contact-the-Bank

Checks: You may access the Account by writing a Check. Checks will not be subject to any stop payment order and will not be returned to you. You agree that we may impose a charge determined by us if we provide you a copy of any Check. You agree not to postdate any Check. If you do postdate a Check and the Issuer or its agent pays it prior to its date, you agree that neither the Issuer or its agent shall be liable to you for such payment.

Use of Card at ATMs: We may issue a personal identification number ("PIN") for use with your Card in automated teller machines ("ATMs"). Use of a Card at an ATM to obtain cash is a Cash Advance.

Choice of Law: You understand that obligations under this Agreement represented by charges to your Account are contracted and become binding when the sales drafts, Credit Card slips, Checks or other Credit Devices are accepted by us and we cause the holders of the same to be paid. You acknowledge that these events will occur at the home office of the Issuer, and you further agree that this Agreement is governed by Applicable State Law. We make the decision whether to open an Account for you and issue a Card to you from our home office. If any part of this Agreement is determined to be unenforceable, it will not make any other part unenforceable. In case of conflict between the terms of this Agreement and other materials or forms relating to your Account, other than a change in terms notice, the terms of this Agreement shall govern.

Charges to Account; Monthly Statements: When you, or an Authorized User, make Purchases or obtain Cash Advances using the Card or a Credit Device, the amount is added to the outstanding balance, if any, of your Account to determine the "New Balance" as of the Statement date. We will send you a statement each month reflecting all charges and credits to your Account for the prior billing cycle. The statement shall be deemed correct and accepted by you unless you notify us in writing to the contrary within 60 days after we mail the statement to you.

Prior Authorizations: Purchases and Cash Advances may require our prior authorization. We may limit the number of authorizations we will give your Account on any one day. In the event that our authorization system is not fully operational, we may not be able to give our approval for transactions even though they would not exceed your Credit Limit. You agree that neither we nor our authorization agent shall be liable for not giving an authorization in such case.

Purchases: On issuance of your Card, we will establish a category in your Account for Purchases. Finance Charges accrue on Purchases from the date the Purchase is posted to your Account. You may avoid paying Finance Charges on the Purchase portion of the "New Balance" shown on your monthly statement if the New Balance is paid in full by the "Payment Due Date" shown on the monthly statement. The Payment Due Date will be at least 25 days later than the "Closing Date" shown on your monthly statement. If you do not make full payment by the Payment Due Date, you will be charged a Finance Charge computed on the "Average Daily Purchase Balance" for the current billing period. The "Average Daily Purchase Balance" for the current billing period is calculated in this way: (1) we start with your previous "Purchase Balance" at the beginning of the current billing period which includes any periodic Finance Charges calculated on the previous day's balance; and (2) each day of the current billing period we subtract payments and credits from, and add new Purchases to (including any fees that are treated as Purchases), the previous Purchase Balance, giving us the "Daily Purchase Balance". We then add together the Daily Purchase Balance for each day of the billing cycle and divide this sum by the number of days in the billing cycle, giving us the "Average Daily Purchase Balance". We then multiply the Average Daily Purchase Balance 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 APR) for Purchases is subject to change and may vary in accordance with the variable rate plan described in this Agreement.

Cash Advances: Extensions of credit made under this Agreement include Cash Advances. Finance Charges accrue on Cash Advances from the day you receive a Cash Advance until the Cash Advance is paid in full. The Finance Charge on Cash Advances is computed on the "Average Daily Cash Advance Balance" for the current billing period calculated in this way: (1) we start with your previous "Cash Advance Balance" at the beginning of the current billing period which includes any periodic finance charges calculated on the previous day's balance, and (2) each day of the current billing period we subtract payments and credits from, and add new Cash Advances to, the previous Cash Advance Balance, giving us the "Daily Cash Advance Balance". We then add together the Daily Cash Advance Balance for each day of the billing cycle, and divide this sum by the number of days in the billing cycle, giving us the "Average Daily Cash Advance Balance". We then multiply the Average Daily Cash Balance 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 APR) for Cash Advances is subject to change and may vary in accordance with the variable rate plan described in this Agreement.

Minimum Finance Charge: If your monthly statement shows an amount subject to Finance Charges, the Finance Charges will not be less than $0.50.

Variable Rate Plan: We may offer you an Introductory APR for Purchases and/or Cash Advances for an "Introductory Period". The APR(s) and the corresponding Daily Periodic Rate(s) during the Introductory Period will be identified in the Terms and Conditions provided upon approval of the Account.

On the expiration of the Introductory Period, if any, each Daily Periodic Rate used to compute Finance Charges will be determined in accordance with a variable rate plan. The APR applied to Purchases and Cash Advances may vary from month to month and will be calculated by adding the applicable Margin to the applicable Index. The initial Margin(s) for Purchases and Cash Advances are set forth in the Terms and Conditions provided upon approval of the Account. The Terms and Conditions also show the Daily Periodic Rate(s) and APR(s) (using the Index and Margin(s)) that would have applied in the absence of the Introductory Rate. 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 by Applicable State Law. If the Index or Margin changes, the new Daily Periodic Rate(s) (and corresponding APR(s)) will apply to all amounts subject to Finance Charges as of the first day of the billing cycle shown on your next monthly statement. The Daily Periodic Rate(s) for Purchases and Cash Advances in effect for each billing cycle will be disclosed on your monthly statement for that billing cycle. We may change any Margin applicable to your Account from time to time. We will notify you of any new Margin prior to the effective date of any Margin change.

APR for Purchases, Balance Transfers, and Cash Advances: The variable rate equals the Prime Rate plus a margin from **3.99% to 10.99%,** (this corresponds to a current DPR of 0.01093% - 0.03011%).

Minimum APR: Variable APRs are calculated based on the Prime Rate plus the additional amounts shown above. However, these APRs will not be lower than 6.99%. This means if a calculated APR is lower than 6.99%, then that APR will be 6.99%. If the calculated APR is equal to or above 6.99%, then that APR will be that calculated amount.

Maximum APR: Variable APRs are calculated based on the Prime Rate plus the additional amounts shown above. However, these APRs will not exceed 29.99%. This means if a calculated APR exceeds 29.99%, then that APR will be 29.99%. If the calculated APR is equal to or below 29.99%, then that APR will be that calculated amount.

Penalty APR: This fixed rate equals 29.99%.

How the Penalty APR may apply to Your Account: The APRs on your Account may be increased each time you fail to pay at least the Minimum Payment Due when it is due to the Penalty APR. Our notice will specify the balances to which the Penalty APR will be applied. The Penalty APR may continue to apply to these balances indefinitely. However, the Penalty APR will cease to apply to certain existing balances if, after the Penalty APR goes into effect, you make the next six consecutive minimum payments in a row when due.

Transaction Fees. We may charge and you agree to pay each of the following transaction fees:

- If you use your Card or Account to obtain a Cash Advance, we will charge a Cash Advance Fee for each such Cash Advance.
- If you use your Card or Account to do a Balance Transfer, we will charge a Balance Transfer Fee for each such Balance Transfer.
- If you use your Card or Account to purchase Cash Equivalents, we will charge a Cash Advance Fee (sometimes we may refer to this as a Cash Equivalent Fee) for each such transaction.

Balance Transfer Checks and Cash Advance Checks are subject to the same Transaction Fee as Balance Transfers and Cash Advances, respectively. The present amounts of those charges are stated in the Terms and Conditions, located under Disclosures on www.farmbureau.bank.

Account Fees: In addition to the fees listed in the Terms and Conditions, we may also assess the Account Fees listed below.

- **Annual Fee:** Any Annual Fee on the Account will be disclosed in the Terms and Conditions provided upon approval of the Account.
- **Late Payment Fee**: For any payment due under the terms of this Agreement that is not made by its due date, we will assess a delinquency charge.
- **Returned Payment Fee** - If your bank does not honor a check or direct debit you deliver to us, or we must return a check because it is not signed or is otherwise irregular, we may charge you a Returned Payment Fee. The amount of the Returned Payment Fee will be determined in accordance with applicable law. Thus, the fee generally will not exceed the amount of the applicable Minimum Payment Due. The amount of the Returned Payment Fee is described in the Terms and Conditions.
- **Returned Check Fee** - If we return a Convenience Check (which includes a Balance Transfer Check or a Cash Advance Check) unpaid because it exceeds your available Credit Limit at the time it is processed, your Account is closed or otherwise does not have charge privileges, you did not comply with our instructions regarding the Check or your Account is past due, we may charge you a Returned Check Fee. The amount of the Returned Check Fee will be determined in accordance with applicable law. Thus, the fee generally will not exceed the amount of the returned Convenience Check. The amount of the Returned Check Fee is described in the Terms and Conditions.
- **Check Stop Payment Fee** – If we stop payment on a Convenience Check at your request, we may charge you a fee. The Check Stop Payment Fee is described in the Terms and Conditions.
- **Over-the-Limit:** If the balance on your monthly statement exceeds the Credit Limit for the Account on the Closing Date of the monthly periodic statement, we will assess an over-the-limit fee.

Additional Fees: Each Account shall be subject to the following additional fees:

(1) replacement of a Card
(2) check re-orders
(3) 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.

Your Minimum Payment Each Month. Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. We will calculate it as follows:

1. If the New Balance is less than $20, the Minimum Payment Due equals the New Balance shown on your monthly statement.

2. If the New Balance is $20 or more, the Minimum Payment Due equals the greater of $20 or the total of:

   - 2% of the New Balance,

   - Any interest charges billed on the monthly statement (excluding any interest charges that accrued during prior billing cycles on a deferred interest balance that ended during the billing cycle covered by the statement),

   - Any Minimum Interest Charge, and

   - Any unpaid Late Payment, Returned Payment, Cash Advance, Balance Transfer and Convenience Check Fees.

If we so elect, your Minimum Payment Due may also include any amount that, at the time of billing, is past due and/or over your Credit Limit. In certain instances, your Minimum Payment Due may be less than the total fees and interest assessed that billing cycle. At any time, you may pay more than the Minimum Payment Due up to the full amount you owe us. However, you cannot "pay ahead." This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date.

Credit Line: You will from time to time be informed of the amount of the approved credit line under each Account established for you, and you covenant not to make, authorize or allow credit Purchases or borrowings in excess of the amount. However, notwithstanding such credit line, you are liable for all Purchases and borrowings made with the Cards, Checks, or Other Methods by it or by anyone authorized to access the Account. We may honor Purchases and Cash Advances in excess of your Credit Limit at our sole discretion. If we do so, you may be charged an Over-the-Limit fee as provided in this Agreement and you agree to immediately pay the excess. You agree that we may change your Credit Limit or cancel your Account and Credit Card if you exceed the Credit Limit.

Foreign Transactions: If a Card is used to effect a transaction in a foreign currency, the transaction amount will be converted into the U.S. dollar amount by the relevant Card Association (or its affiliate). The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by the relevant Card Association (or its affiliate) from the range of rates available in wholesale currency markets for the applicable central processing date; which rate may vary from the rate the relevant Card Association (or its affiliate) itself receives, or the government mandated rate in effect for the applicable central processing date, plus 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. This 1% adjustment is made for all international transactions regardless of whether there is a currency conversion associated with the transaction. You agree to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

Disputes: We are not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a Card, Check, or Other Access Method. We have no responsibility for merchandise or services obtained with a Card and any dispute concerning merchandise or services will be independently settled by you with the merchant concerned.

Default: You covenant to observe and comply with this Agreement and not to permit an event of default to occur. You further covenant not to take any action or permit any event to occur which materially impairs your ability to pay when due. Upon the occurrence of any one or more of the following events of default: (a) you fail to pay at least the Minimum Payment when due; (b) you die, cease to exist, change residency or principal place of business to another state, become insolvent or the subject of bankruptcy or insolvency proceedings; (c) you fail to observe any covenant or duty contained in this Agreement; (d) any item in any financial statement delivered by you to us 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 your Account shall, at our option become immediately due and payable. You agree 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 you or incident to any action or proceeding involving you brought pursuant to the United States Bankruptcy Code).

Setoff: In addition to the other remedies provided in this Agreement but subject to any limitations of applicable federal or state law, upon the occurrence of an event of default you hereby grant us a security interest in and a right of setoff against all monies, securities and other property of yours now or hereafter in the possession of or on deposit with us or any of our members or branch banks, 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 you. No security interest or right of setoff shall be deemed to have been waived by any act or conduct on our part, or any failure to enforce such security interest or to exercise such right of set off, or by any delay 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 us.

Termination: Your consent that this Agreement may be terminated at any time by surrendering the Cards and Checks issued to you at your request, but such termination shall not affect your obligations as to any balances or charges outstanding at the time of termination. Termination by you shall be binding on each Authorized User. Unless sooner terminated, the privilege to use the Cards shall expire on the date shown on the Cards. At any time or following an annual review without affecting your liability for credit previously extended, your privilege to use the Account or Cards may be revoked or limited by us to the extent not prohibited by law. The Cards and any Credit Device are and shall remain our property and you agree to surrender them to us upon demand. You agree to notify us of any cancellation of an Authorized User's charging privileges. You shall return to us any Cards of Authorized Users whose privileges have been terminated.

Amendments: Issuer may amend these terms and may amend the charge terms from time to time, and will mail to you at your last known address as shown on the record of Issuer written notice of any such change not less than 15 days prior to its effective date, or as otherwise required by law. Invalidity of any provision of these terms shall not affect the validity of any other provisions.

Notices: Notices under this Agreement shall be effective only if given in writing to us at our billing office (P.O. Box 33427, San Antonio, TX 78265-3427), and to you at your last address as shown on our records. You agree to notify us immediately if your address changes from that shown on the Application. We may at our discretion accept address corrections from the United States Postal Service.

Credit Information: We may exchange information with a consumer and/or business credit reporting agency on the Company and/or the Guarantor or other financial providers and the use of this information in connection with your Application, any periodic review, Credit Limit review, sale of your Account to another Lender, or renewal of your account. This account may be subject to an annual review. Additional financial information may be requested prior to the review. Financial Information may or may not include business tax returns and/or personal tax returns and business financial statements and/or personal financial statements. Financial statements include: income statement and balance sheet.

Delay in Enforcement: We can delay enforcing any of our rights under this Agreement any number of times without losing them. The fact that we may honor a Purchase or Cash Advance in excess of your Credit Limit does not obligate us to do so again at a later time.

Credit Card Reissuance: At our discretion, on a Card's expiration, we may decline to reissue any Card unless required by law.

Calls/Electronic Communications: In the regular course of our business, we may monitor and record telephone conversations made or received by our employees, agents or designees. Similarly, we may monitor and record e-mail or conversations on our website between you and our employees, agents or designees. You agree that we will have such right with respect to all telephone conversations, e-mail or conversations between you and our employees, agents or designees, whether initiated by you or any of our employees, agents or designees. We may contact you by telephone in connection with the Account, directly or through an agent or designee – for example, to collect amounts owed on the Account, to notify you of potential fraudulent transactions on your Account or for other account-servicing purposes. If at any time you provide a mobile telephone number at which you may be contacted, you consent to receive calls (including autodialed calls and prerecorded messages) at that mobile number from us, our successors and assigns, and our affiliates, agents and independent contractors, including servicers and collection agents, regarding the Account or your related financial obligations.

Remedies; Venue: You agree that any claim or dispute arising under this Agreement shall be heard in any court having jurisdiction in the state in which you reside.

Website Privacy: Visitors to Farm Bureau Bank's website remain anonymous. Except as described below, we do not collect identifying information about visitors to our site. We may use standard software to collect nonidentifying information about our visitors, such as: date and time our site was accessed, IP address (a numeric address given to servers connected to the Internet), web browser used, city, state and country. Farm Bureau Bank uses this information to create summary statistics and to determine the level of interest in information available on our site. Visitors may elect to provide us with information via E-mail, online registration forms, or our guest book. This information is used internally, as appropriate, to handle the sender's request. It is not disseminated or sold to other organizations.

Inquiries or Questions: You may address any inquiries or questions which you have about your Account to Farm Bureau Bank, FSB, by visiting the website on the back of your Card and sending us an e-mail, writing us at Farm Bureau Bank, FSB, PO Box 33427, San Antonio, TX 78265-3427, or calling us at the number on the back of your Card. If you telephone or email us instead of writing, you may lose certain rights the law gives you to dispute billing errors.

Arbitration. At the election of either you or us, any claim, dispute or controversy ("Claim") by either you or us against the other, arising from or relating in any way to this Agreement or your Account, or their establishment, or any transaction or activity on your Account, including (without limitation) Claims based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law and (except as otherwise specifically provided in this Agreement) Claims regarding the applicability of this arbitration provision or the validity of the entire Agreement, shall be resolved exclusively by arbitration. For purposes of this provision, "you" includes yourself, any authorized user on the Account, and any of your agents, beneficiaries or assigns, or anyone acting on behalf of the foregoing, and "we" or "us" includes our employees, parents, subsidiaries, affiliates, beneficiaries, agents and assigns, and to the extent included in a proceeding in which Farm Bureau Bank, FSB, is a party, its service providers and marketing partners. Any Claims sought to be made or remedies sought to be obtained as part of any class action, private attorney general or other representative action (hereafter all included in the term "class action") shall be subject to arbitration and arbitrated on an individual basis between you and us, not on a class or representative or other collective basis. The arbitrator shall not have any authority to entertain a claim, or to award any relief, on behalf of or against anyone other than a named party to the arbitration proceeding. If any Claim is advanced in a court, arbitration may be elected under this provision instead, and the right to elect arbitration shall not be deemed to have been waived if the election is made at any time before commencement of trial.

Alternatively, you and we may pursue a Claim within the jurisdiction of the Justice of the Peace Court in Nevada, or the equivalent court in your home jurisdiction, provided that the action remains in that court, is made on behalf of or against you only and is not made part of a class action, private attorney general action or other representative or collective action.

The arbitration shall be administered by the American Arbitration Association, www.adr.org, 950 Warren Avenue, East Providence, RI, 02914, 866.293.4053 (the "Administrator"). The Administrator provides information about arbitration, its arbitration rules and procedures, fee schedule and claims forms at its web site or by mail as set forth above. The Administrator will apply the rules and procedures in effect and applicable to the claim at the time the arbitration is filed. The Claim will be heard before a single arbitrator. The arbitration will not be consolidated with any other arbitration proceedings. The Administrator shall resolve each dispute in accordance with applicable law.

If you commence arbitration, you must provide us the notice required by the Administrator's rules and procedures. The notice may be sent to our Operations Center at Farm Bureau Bank, FSB, PO Box 33427, San Antonio, TX 78265-3427. If we commence arbitration, we will provide you notice at your last known billing address. We agree to honor a request by you to remove the action to a Small Claims Court, provided that we receive the request within thirty days of the notice of commencement of arbitration. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 USC. §§ 1-16. No class actions, joinder or consolidation of any Claim with a Claim of any other person or entity shall be allowable in arbitration, without the written consent of both you and us. In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that question shall be resolved by litigation in a court rather than by the arbitrator; and to the extent it is determined that resolution of a Claim shall proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration.

A party can file with the Administrator a written appeal of a single arbitrator's award within 30 days of award issuance, requesting a new arbitration in front of three neutral arbitrators designated by the Administrator. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction. Judgment upon any arbitration award may be entered in any court having jurisdiction.

We will pay, or reimburse you for, all fees or costs to the extent required by law or the rules of the arbitration Administrator. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against us, we will reimburse you for any fees paid to the Administrator in connection with the arbitration proceedings. Under no circumstances will we seek from you payment or reimbursement of any fees that we incur in connection with arbitration. In addition, in any arbitration that you elect to file that could be heard in Small Claims Court in your jurisdiction, we will pay the filing fees and other arbitration fees above the cost of filing in that Small Claims Court. If you are required to advance any fees or costs to the arbitration Administrator, but you ask us to do so in your stead, we will consider and respond to your request.

This arbitration agreement applies to all Claims now in existence or that may arise in the future, and it survives the termination of the Cardholder Agreement and the Account relationship, including your payment in full, and your filing of bankruptcy. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under this Agreement.

ARBITRATION WITH RESPECT TO A CLAIM IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION YOU AND WE WILL NOT HAVE THE RIGHTS THAT ARE PROVIDED IN COURT INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN PROCEEDINGS BROUGHT BY OTHERS SUCH AS CLASS ACTIONS OR SIMILAR PROCEEDINGS. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION. ALL OF THESE RIGHTS ARE WAIVED AND ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION.

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 a mistake on your statement, write to us at:

Farm Bureau Bank
PO Box 33427
San Antonio, TX 78265

You may also contact us on the Web: www.farmbureau.bank.

In your letter, give us the following information:

- Account Information: Your name and 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 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 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 an unpaid amount against your credit limit.

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

1. 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.

2. 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 the rules above, you do not have to pay the first $50 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. (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 card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

Farm Bureau Bank
PO Box 33427
San Antonio, TX 78265
www.farmbureau.bank

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.