

16. AMENDMENTS: Subject to applicable law, we may change or terminate any term of this Agreement or add new terms at any time, without limitation, including adding or increasing fees, increasing your monthly minimum payment and increasing the rate or amount of INTEREST CHARGES, or changing the method of computing the balance upon which INTEREST CHARGES are assessed. Prior written notice will be provided to you when required by applicable law. Changes may apply to new transactions.

17. CANCELLATION: Notwithstanding anything to the contrary in this Agreement, we have the right to cancel this Agreement at any time by sending notice to any of you in writing. You also can cancel or close your Account by calling 1-877-430-2500 or by writing to MidWestOne Bank, 895 Main Street, Dubuque, IA 52001. Your notice becomes effective within five days after we receive it. Outstanding balances will continue to accrue interest and other charges and be subject to this Agreement. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is cancelled.

18. APPLICABLE LAW: This Agreement will be governed by the laws of Iowa (without regard to its conflict of laws principles), whether or not you live in Iowa, and whether or not your Account is used outside of Iowa, and by any applicable federal laws. You agree that: (1) this Agreement is entered into in Iowa; (2) all credit under this Agreement will be extended from Iowa; and (3) all credit extended under this Agreement is subject to, and governed by, Iowa law. All terms and conditions of this Agreement (including the Amendment provision or any other provision herein relating to a change in the terms of this Agreement, this Applicable Law provision, and any of the Interest Charge, Application of Payment and Fee provisions) are deemed to be material to a determination of the INTEREST CHARGE.

19. ASSIGNMENT OF ACCOUNT: We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account. In addition, we may refer the Account to a collection agency or attorney who shall be entitled to enforce this Agreement according to its terms, and any of our rights shall apply to those persons.

20. CREDIT BUREAU REPORTING AND INFORMATION GATHERING: We will report your credit record to a credit reporting agency(ies). If you believe we have inaccurate information about you or have reported inaccurate information about you to a consumer reporting agency, you can notify us at MidWestOne Bank, 895 Main Street, Dubuque, IA 52001. You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen or tape telephone calls between you and our representatives in order to better serve you and other Cardmembers. You agree that we have the right to obtain a current credit report in connection with your Account at any time.

21. SEVERABILITY: If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable.

22. MISCELLANEOUS: MidWestOne Bank may send materials, statements, and other communications to you at any postal or email address we have on file. If more than one person is responsible for an Account, we will provide statements and communications to one of you. By providing us your mobile phone number, you consent your permission to be contacted at that number about all your MidWestOne Bank services and Accounts. We may contact you via text messaging, artificial or pre-recorded voice messages, automated dialing technology for information and/or service calls, but not

for telemarketing calls. Contact may include companies working on our behalf to serve your needs. Carrier message and data rates may apply. We may email any address at which we believe you can be reached to alert you to suspected fraud; to obtain information; for transactions or servicing of your Account; to collect on your account; and to provide you information about bank products and services. Please inform us immediately about changes to your contact information by calling the Credit Card Department at 877-430-2500. You may contact us any time to review or change your information. If you do not consent to communications delivered via any of the methods disclosed in this section please notify us in writing at: MidWestOne Bank, Credit Card Department, 895 Main Street, Dubuque, IA 52001.

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 Account Statement

If you think there is an error on your Account Statement, write to us at: MidWestOne Bank, Cardmember Service Center, P.O. Box 30495, Tampa, FL 33630-3495. You may also contact us by email at creditcardoperations@midwestone.com.

In your communication, 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 Account 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 Account 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 Written or Electronic Communication

When we receive your communication, we must do two things:

1. Within 30 days of receiving your communication, we must tell you that we received it. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your communication, we must either correct the error or explain to you why we believe the Account 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 Account 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 an Account 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 Account 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 Account Statement. 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 Account Statement is correct.

Your Rights If You Are Dissatisfied With Your 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. Purchases made with Cash Advances from an ATM or with a check that accesses your Account do not qualify.
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: MidWestOne, Bank Cardmember Service Center, P.O. Box 30495, Tampa, FL 33630-3495, creditcardoperations@midwestone.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.

Consumer Cardholder Agreement

(retain for your records)



**MidWestOne
Bank®**

*All cards issued and serviced by
MidWestOne Bank*

1004209



Equal Housing Lender

1. ACCOUNT: This is the Agreement (this “Agreement”) that covers your MidWestOne Bank Visa credit card account (called your “Account”) with us. In this Agreement, and in your Account Statements (each, an “Account Statement”), the words “you and “your” refer to all persons named on the credit card application, credit card, or acceptance form, as well as their heirs and executors, and the words “we,” “us,” “and,” “our,” and “Bank” refer to MidWestOne Bank. You can use your credit card (“Card”) to purchase goods and services at participating merchants and to take Cash Advances as described in this Agreement. You agree not to use your Card for any unlawful purpose. If you use, or allow someone else to use, any Card associated with your Account for any other purpose, you will be responsible for such use and may be required to reimburse us and Visa, Inc. (“Visa”) for all amounts or expenses either MidWestOne Bank or Visa pays as a result of such use.

2. PROMISE TO PAY: You promise to pay for (a) credit extended by MidWestOne Bank, to you or to anyone whom you permit to use any Card associated with your Account; (b) INTEREST CHARGES, late charges, and any other fees or administrative charges (e.g., returned check charges) provided in this Agreement; and (c) collection costs and attorneys’ fees as permitted by applicable law if your Account should go into default.

3. CASH ADVANCES: The term “Cash Advance” includes the following transactions: (1) Automated Teller Machine (ATM) transactions; (2) convenience check transactions; (3) money orders, cashier’s checks, traveler’s checks, wire transfers, foreign currency or other in-bank transactions; (4) tax payments; (5) certain permitted gambling transactions; and (6) court costs, bail bonds and fines. Convenience checks are used the same as personal checks and are drawn from your Account and billed on your monthly Account Statement.

4. CREDIT LIMIT: You agree that the Bank, for your convenience, will establish a credit limit and that the purchases and Cash Advances that you charge to this Account, shall at no time exceed your credit limit. Upon receipt of your Card, you will be informed of your credit limit, which will appear in each Account Statement as defined herein. You agree that the Bank may, from time to time, change your credit limit, taking into consideration your previous credit experience or payment history. Should you exceed your authorized credit limit, the Bank will have the right to cancel the Card, require its return or forfeit of the Card and close the Account. Any amount due, in excess of your authorized credit limit, shall be payable immediately. Your minimum payment shall include any excess over your authorized credit limit.

5. INTEREST CHARGES: Monthly INTEREST CHARGES will be computed on all balances on this Account. The INTEREST CHARGE applied to all transactions will be based on a variable Annual Percentage Rate (“APR”). This APR may increase or decrease in accordance with this Cardholder Agreement and shall be adjusted on the first day of the applicable billing period (“Change Date.”). Please refer to your Account Opening Disclosure for the specific APR related to your Account.

The variable APR will be determined by adding the U.S. Prime Rate as published in The *Wall Street Journal* (“Prime Rate”) to a margin. There is no pre-set limit on rate changes. The amount of your margin and current APR is disclosed in your Account Opening Disclosure. An increase in the Prime Rate will cause an increase in your APR, the INTEREST CHARGE and your minimum payment. The U.S. Prime Rate will be the rate in effect on the 15th day of the month immediately preceding the calendar quarter change date as published in The *Wall Street Journal*. If the Prime Rate is not published for any reason, the Bank may use a comparable index and margin to determine its rate at its own discretion.

Interest Charge Calculation Methods and Computation of Balance Subject to Interest Rate. The Interest Charge Calculation Method applicable to your account for Cash Advances and Purchases of goods and services that you obtain through the use of your card is: **Cash Advances** - Average Daily Balance (including current transactions). The interest Charge on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period. **Balance Transfers** - Average Daily Balance (including current transactions). The interest Charge on balance transfer begins from the date you obtained the balance transfer, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period. **Purchases** - Average Daily Balance (including current transactions). To avoid incurring additional Interest Charges on the balance of purchases reflected on your monthly Account Statement and, on any new purchases appearing on your next monthly Account Statement, you must pay the New Balance, shown on your monthly Account Statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date. The Interest Charges for a billing cycle are computed by applying the Periodic Rate to the “Average Daily Balance” of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

6. ANNUAL FEE: If applicable, the annual fee will be reflected on your first Account Statement after the first Card is issued and subsequently on each anniversary of the issuance of the first Card. Please refer to the Account Opening Disclosure for specific annual fee information related to your Account.

7. MINIMUM MONTHLY PAYMENT: The minimum monthly payment is based on your Account balance as of the monthly Account Statement date. You shall pay within 25 days after each Account Statement Closing Date either (a) the full amount billed (“New Balance”) or, at your option, (b) a minimum payment of \$10 or 3% of the New Balance, whichever is greater. We will not impose any late charges or penalty fees if you pay at least the minimum payment reflected on your Account Statement by the specified “Payment Due” date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle. Send payments to MidWestOne Bank, P.O. Box 6818, Carol Stream, IL 60197-6818. **Payments must clearly indicate on their face the Account number to which they are to be applied.** Your payment will be credited as of the day we receive it, subject to any applicable cut off hour. The cut off time for payments received by mail, telephone and other electronic means is 5:00 p.m. Central Time (CT). Payments received by 5:00 pm CT Monday through Friday, will be processed the same day. Online payments received on Saturday, Sunday or a Bank holiday will be processed the next business day. If the payment is made at a Bank branch during business hours and before 5:00 p.m. local time of that branch office will be processed the same day. If the payment is made at a Bank branch during business hours on a Saturday, it will be processed the next business day. If your payment due date falls on a weekend or legal federal holiday, the payment received on that due date will be credited to the Account on the next business day and will not be considered late. If your payment is received after the payment cut off time on the due date or any time thereafter, a late payment fee will be charged to your Account. Please refer to your Account Opening Disclosure for more details regarding the minimum monthly payment and other important terms applicable to your Account. Payment not clearly indicating on their face the Account number to

which they are to be applied may be credited within five (5) business days of receipt.

8. APPLICATION OF PAYMENTS: Minimum payment: All payments will be applied to payment of INTEREST CHARGES in the order of their entry to the Account. , second to additional fees and credit insurance charges, if any, in the order of their entry to the Account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the Account, and then to current cash advances, purchases and other similar charges in the order of their entry to the Account. All payments by mail must be made by check or money order. Payments may not be made by attempting to affect a transfer or by using a convenience check from this Account or from any other MidWestOne Bank credit card Account. You agree that any payment you make may be, but is not required to be, returned to you without applying it to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is missing a signature; (2) is drawn with different numeric and written amounts; (3) contains a restrictive endorsement; (4) is postdated; (5) is not payable to MidWestOne Bank; (6) is not payable in U.S. dollars; (7) is not paid upon presentment; or (8) results from an attempted transfer or (9) is drawn on a convenience check. You agree to pay any Bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments made by mail under this Agreement must be received at the address specified on your Account Statement.

Any conditional check, money order or any other instrument tendered as full satisfaction of a disputed debt or as an accord and satisfaction or containing a restrictive endorsement must be sent to us at MidWestOne Bank, 895 Main Street, Dubuque, IA 52001. You must note conspicuously on the face of the payment that it is tendered for this purpose. If you make a payment in any other manner and we accept it, we will not have waived our rights to collect any amounts owed under this Agreement. Even though your payment may be posted to your Account, we may not restore your available credit or Cash Advance available credit immediately.

9. MONTHLY ACCOUNT STATEMENT: The Bank shall mail to you a monthly Account Statement at the end of each billing period in which you have a balance in excess of \$1. You must notify the Bank, in writing, of any error in the Account Statement, within sixty (60) days, following the date on which the Account Statement was mailed.

10. FEES: Please refer to your Account Opening Disclosure for more details on the applicable charges to your Account. **a. Penalty fee:** A late fee will be added to the standard purchase balance for each billing period you fail to pay by its due date the minimum payment due. Returned payment fees may also be charged.

b. Foreign fees: If you make a transaction in a foreign currency, Visa will convert the charge into a U.S. dollar amount. Visa currently uses a conversion rate in effect one day prior to its transaction processing date. Such rate is either a wholesale market rate or the government-mandated rate. The foreign currency conversion rate in effect on the applicable processing date for a transaction may differ from the rate in effect on the sale or postdate on your billing Account Statement for that transaction. If a transaction is converted by a third party prior to such transaction being processed by Visa, the foreign currency conversion rate for that transaction will be the rate selected by the third party. Please refer to your Account Opening Disclosure for more details on the applicable fees to your Account. **c. Administrative charges:** We may charge you a fee to take advantage of certain optional administrative services we provide our Cardmembers such as copy of Account Statements, additional credit cards or express delivery services. Each time an administrative service is offered and accepted to you, any fee for the service will be reflected on your Account Statement. You agree

to pay the fee disclosed each time you opt to take advantage of an administrative service. These services are optional and are not required to be used by you.

11. DEFAULT AND TERMINATION OF CREDIT PRIVILEGES: You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the date specified on your Account Statement; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) you or your property becoming the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms and conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (j) your moving out of the U.S. After your default, your Account balance will continue to accrue INTEREST CHARGES at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue INTEREST CHARGES until paid in full and subject to all terms and conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, require you to pay your entire Account balance including all accrued but unpaid charges immediately as permitted by law and to sue you for what you owe. You will pay our court, reasonable attorney’s fees and other collection costs related to the default to the extent permitted by applicable law. Upon default, we will apply your payments first to attorneys’ fees and then in the order set forth under Application or Payments. We may continue to impose INTEREST CHARGES after default (including charge-off).

12. CREDIT AUTHORIZATIONS: Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your Card. We can cancel your Account, refuse to allow further transactions, or revoke your Card at any time.

13. CARD RENEWAL: Cards are issued with an expiration date. We have the right not to renew your Card for any reason.

14. LIABILITY FOR UNAUTHORIZED USE: Retain your copies of all charge slips until you receive your Account Statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 833-928-1389 or writing us at MidWestOne Bank, Cardmember Service Center, P.O. Box 30495, Tampa, FL 33630-3495. In any case, your liability for unauthorized use of your Card will not exceed \$50. However, unauthorized use does not include use by a person to whom you have given the Card or authority to use your Account and you will be liable for all use by such a user. To terminate this authority, you must retrieve the Card or Cards from the previously authorized user and return it to us at the aforementioned address along with a letter explaining why you are doing so.

15. LOST OR STOLEN CARDS AND/OR CHECKS: You agree to notify us immediately if your Card(s) or any transfer or convenience checks are lost or stolen. You may notify us by calling 866-839-3485.