

BUSINESS VISA CARDHOLDER AGREEMENT

Blackhawk Bank & Trust

Effective: December 2014

Definitions. "You" and "your" mean the person(s) or company (corporation, partnership, limited liability partnership, limited liability company, sole proprietorship or other business entity) named in the application for this account, who requested the opening of this account or who uses this account. "We" and "us" mean Blackhawk Bank & Trust. "Agreement" means this Card Agreement. "Account" means each credit card account that we establish for you pursuant to this Agreement.

Card Issuance. We agree to issue credit cards to certain employees, as instructed by you from time to time. Cards will be embossed with the company's name and/or the employee's name, as you direct. Cards will be issued with separate account numbers and with separate monthly billing statements. You shall be solely and primarily responsible for all charges to and amounts due on each account.

Using the Account/Agreement. You agree that each account will be used solely for business purposes. You may make purchases and obtain cash advances by using your cards or your account numbers. Using or allowing someone else to use your account means you accept this Agreement. Each time you use your account, you are representing that you intend, and have the ability, to repay all amounts due on your account. Each monthly billing statement is the document that evidences your obligation to pay unless you give us written notice of an error within 30 days after receipt thereof. If you are a partnership or sole proprietorship, you, as the partner or owner of the proprietorship, acknowledge your primary personal liability for all charges made on cards issued at your request (and if there is more than one of you, you will be jointly and severally liable). This Agreement contains our most current terms and supersedes earlier materials you may have received.

Charges by Others. You are responsible for all charges made by anyone you allow to use your account, even if they charge more than you intended. If you ask us to issue a card to someone, you are responsible for their charges until you return their card to us. As between you and us, each employee to whom a card is issued shall be deemed authorized to use the account until that authority is expressly revoked by you and the employee's card is returned to us. As between you and us, all uses of an account by any employee to whom a card is issued (or by any person that employee provides their card to) shall be deemed authorized users and you shall be responsible for all charges thereon regardless of the purpose thereof and regardless of whether the employee violates your rules pertaining to card usage.

Unauthorized Use. Your liability (including the company's or an employee's) for unauthorized use of an account shall not exceed any applicable limit set by law. If unauthorized use occurs, you agree to cooperate with us and law enforcement authorities in identifying the unauthorized user and proving their unauthorized use.

Credit Limit/Authorizations. You agree not to exceed the overall credit limit and individual credit limits for each card we establish for you and agree to immediately pay any amount in excess of your credit limit (whether the overall limit or individual card limits). We may raise or lower your credit limit at our discretion and may restrict the amount of the credit limit available for cash advances (whether the overall limit or individual card limits). You may not use your account for and we may decline authorization for any illegal transaction. We may decline authorization for any Internet gambling transaction. We are not liable for declining authorization for any particular transaction, regardless of our reason.

Payments. You may pay all or part of the balance on an account at any time, but must pay at least the minimum payment by the due date shown on your monthly statement. We may reject payments that are not in U.S. dollars drawn on an U.S. bank. We may accept payments which are marked "payment in full" or with similar markings without losing our right to receive payment in full (partial payments offered in full satisfaction of a disputed amount must be sent to the address for notice of billing errors shown on your statement). Payments received at the address shown on your statement after 2:00 p.m. are processed the following business day.

Application of Payments. Payments to your account will be applied in the following order: Finance Charges, fees, Balance-cash advances and Balance-credit purchases. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance of your account.

Periodic Rate Finance Charges. Periodic Rate **FINANCE CHARGES** will be calculated using daily periodic rates, which correspond to certain **ANNUAL PERCENTAGE RATES**. These rates may be different for purchases, cash advances, and other transactions as specified by us from time to time. Your account will be subject to the Monthly Periodic **FINANCE CHARGE** Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to the Blackhawk Bank & Trust accounts set forth in the Initial Disclosure provided to you by us.

The Periodic Finance Charge on Credit Purchases is calculated as follows:

A **FINANCE CHARGE** will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, a **FINANCE CHARGE** will be imposed on the unpaid average daily balance of such credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date.

The Periodic Finance Charge on Cash Advances is calculated as follows:

A **FINANCE CHARGE** will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of the payment.

The **FINANCE CHARGE** for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account.

Penalty Rates: Your **ANNUAL PERCENTAGE RATES** (including introductory or special rates) for purchases, and balance transfers may increase if you fail to make a minimum payment to us by the due date. During the next six billing cycles after which we become aware of any of these occurrences, we may increase your **ANNUAL PERCENTAGE RATES** on all balances to the Penalty Rates of 19.99%. **ANNUAL PERCENTAGE RATE.** Notification of the Penalty Rate increase will be provided on the billing statement immediately preceding the billing statement in which the rate will become effective. Your account may be eligible for lower **ANNUAL PERCENTAGE RATES** if you have not failed to make a minimum payment when due for six consecutive billing cycles.

Minimum Finance Charge. There will be no minimum finance charge imposed.

Cash Advance Fee Finance Charges. In addition to periodic rate **FINANCE CHARGES**, a cash advance fee will be imposed on cash advances. The charge for each Cash Advance obtained through any ATM of \$40.00 or greater is 3% of the amount of the advance. The charge of each Cash Advance obtained through any other source is 3% of the amount of the advance, but in no event less than \$10.00 or greater than \$50.00.

Annual Fee. If an account has an annual membership fee, it is shown on the card carrier disclosure provided with each card and will be charged to the account as a purchase. If no annual fee is shown, the account has no annual fee.

Other Fees. We may charge additional fees as in effect from time to time. For each minimum payment which is not received by the payment due date or is dishonored for any reason, we may charge you a fee of \$25.00. If any account is over its credit limit when billed, we may charge you a fee of \$25.00. We may charge you a fee of \$2.50 for each additional or replacement card that you request. All these fees will be added to your balance as a purchase.

Immediate Payment/Termination. Subject to applicable law and any right to cure that you may have under that law, we may immediately and without presentment, protest demand or notice terminate your and your employees' credit privileges and/or we may require immediate payment of your entire account balances if: you do not make any payment when due (you may require immediate payment until you fail to make any required payment on two occasions within 12 months); you fail to make a payment to any other creditor when due; you exceed your credit limit; you make a payment that is dishonored for any reason; you die or become insolvent; give us, or authorize a third party to give us, false or misleading information (including, without limitation, in any application, financial statement or report); a petition is filed by or against you in any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt dissolution or liquidation proceeding, or a receiver, liquidator or trustee is appointed for you or any of your property, or you make an assignment of the benefit of creditors, or are generally not paying or have announced that you will not pay your debts as they come due; a breach occurs under any note, loan agreement, or other obligation for borrowed money to which you are a party or by which you or any of your property is not stayed or discharged within 30 days; a material adverse change occurs in your financial, business or other condition; you violate any other agreement you make with us; or if we have reason to doubt your ability to repay us. We may at any time, with or without cause and without advance notice, terminate this Agreement and/or temporarily or permanently suspend your credit privileges. This includes, but is not limited to, situations where you have violated this Agreement or where we have reason to doubt your creditworthiness (for example, if you pay us with insufficient funds checks on more than an occasional basis). If we take any of the preceding action on these accounts, we may do so on all other accounts you have with us. Your obligations under this Agreement continue after your rights to obtain credit have been terminated or suspended. We may delay in enforcing our rights under this Agreement without losing them. No course of dealing hereunder shall operate as a waiver of any of the terms hereof. No waiver hereunder shall be effective unless in writing signed by us. The foregoing remedies are in addition to all our other rights and remedies at law or in equity.

Changes in Terms. We may change the terms of your account at any time. We will provide you with such notice as is required by law by mailing a notice to you at the latest address shown in our records. Subject to applicable law, any change will apply to the current balance of your account, as well as to future balances. In any event, use of your account after the date of the change will confirm that you agree to the change.

Cardmember Benefits. Cardmember benefits are subject to change or termination without notice. Cardmember benefits may be provided by third parties; we are not liable for such benefits or for the actions or omissions of those third parties.

Transactions Made In Foreign Currencies: Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars under the then current regulations of Visa. Those regulations currently provide that the conversion rate maybe either the wholesale market rate or government-mandated rate in effect the day Visa processes the transaction. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Foreign Transaction Fee Finance Charge: If you make a purchase or cash advance in foreign currency, the transaction will be converted into U.S. dollars by Visa. The exchange rate for transactions in a foreign currency will be 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, plus any adjustment determined by your financial institution. All multi-currency transactions in foreign countries will be subject to a 1% conversion or processing fee. All single-currency transactions in foreign countries will be subject to a .8% conversion or processing fee.

Miscellaneous. (a) We may call you (using live operators, automatic dialing devices, or recorded messages) and those calls will not be considered unsolicited. We may monitor or record any calls we make or receive. (b) We may release information to others regarding the status or history of your account. This may affect your personal credit history if you are personally responsible for this account. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us. You also agree to provide us with a financial statement on request. (c) You agree to notify us of any change in your mailing address at least ten days before such change. (d) We may transfer all or part of your account balance, along with our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your rights or obligations under this Agreement. (e) This Agreement and your account are governed by Illinois law, regardless of where you reside. You agree that all terms of this Agreement are material to the determination of interest.