

D.L. EVANS BANK
BUSINESS CREDIT CARD AGREEMENT

1.0: PARTIES TO AGREEMENT AND ACCEPTANCE. This Business Credit Card Agreement ("Agreement") governs the business credit card account ("Account" or "Accounts") that D. L. Evans Bank, an Idaho state chartered bank ("Bank" or "we" or "us") is establishing for use by you (if a sole proprietor) or your business organization (such a sole proprietor or business organization is referred to in this Agreement as "Customer" or "you" or "your"). Your written agreement to be bound by the terms of the Agreement, as amended from time to time, or the use of the Account, D.L. Evans Bank Visa business cards issued on the Account ("Card" or "Cards"), by you or your Administrator(s), or Cardholder(s) (as defined below) shall be evidence of your acceptance of the terms and conditions of this Agreement, including but not limited to applicable Finance Charges and Other Charges. By acceptance, you agree to be bound by and comply with each and every following term and condition of this Agreement.

2.0: CUSTOMER ROLES

2.1: Account Guarantor. An "Account Guarantor" is an individual who signed as a personal guarantor of the business's debt to the Bank. An Account Guarantor will be given the ability to obtain information about the Account from customer service and online banking. An Account Guarantor is personally liable for the entire debt incurred on the Account.

2.2: Administrators. An Administrator is an individual (other than sole proprietors, other business owners or Account Guarantors of an Account) who may perform all of the transactions that you may perform, including but not limited to: obtaining account information via telephone, online or in person banking; establishing and/or closing individual Cardholder account numbers; accessing or transferring funds from the Account; making payments; designating/revoking another Administrator; and closing the Account altogether. Administrators (other than sole proprietors, other business owners or Account Guarantors of the Account) are not personally liable for the Account. You must provide the full name, social security number, birthday, phone number, and email for an Administrator.

You may add or delete an Administrator by contacting us using the contact information below in the section entitled "Service."

2.3 Cardholders. You may request that Cards bearing distinct account numbers be issued for your Account. Each Card will be embossed with the name of the Card holder ("Cardholder") and a distinct account number. Your employees who are Cardholders (other than sole proprietors, business owners, or guarantors of the Account) are referred to as "Authorized Cardholder" and are not personally liable for the charges to the Card issued to them. Authorized Cardholders may use their Card bearing a distinct account number to incur charges to the Account and may perform transactions and obtain information about their own Card, obtain services on their Card by telephone, in writing or via Online Banking. You, or an Administrator, may add Authorized Cardholders or close individual Employee Cardholder accounts by contacting us in writing, by telephone, or via Online Banking (subject to availability of this function) using the contact information below in the section entitled "Service."

3.0: PERMISSIBLE USE. The Account will be used for business purposes only. In no event shall the Account be used for any transaction that is illegal under any applicable law. You represent that you (if a sole proprietor) and your business organization are not a Money Service Business as defined by federal law, or have identified yourself to Bank as such a business and have complied with all applicable laws, rules, and regulations governing such businesses.

4.0: AUTHORIZATIONS. All transactions on an Account are subject to prior approval by Bank ("Authorizations"). Bank reserves the right to block authorizations from certain types of merchants. These may include but are not limited to merchants whose business is selling crypto currencies and online gambling. Bank reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Bank may deny an Authorization if Bank suspects that the Account is being used without your permission. If Bank's Authorization system is not working, Bank may be unable to give an Authorization even though the transaction would not exceed the applicable Credit Limit and the Account is in good standing. For security reasons, Bank cannot explain the details of how the authorization system works. Bank shall not be liable for failing to give any such Authorization. Bank may, but is not required to, authorize transactions that will cause the balance on an Account to exceed the Credit Limit assigned to an Account, and you agree that you are liable for any such transactions as well as the associated Overlimit Fees, Finance Charges, and Other Charges.

4.1: Visa Account Updater. Accounts are automatically enrolled in the Visa Account Updater (VAU) feature required by Visa. This feature enables the electronic exchange of account information between Visa and participating merchants who support VISA is a registered trademark of VISA International Service Association, and is used by D.L. Evans Bank pursuant to a license from VISA U.S.A. Inc.

payment continuity with credential-on-file merchants. Visa will securely provide updated credit card information when your Card is re-issued for any reason or is closed. Updates are not guaranteed before the next billing cycle; the Bank is not responsible for late, missed, or recurring payments. To opt-out of the Visa Account Updater feature for your Account, please contact the Bank by calling the number on the back of your Card. If you give your credit card information to a merchant to bill your account for recurring payments, or to keep it on file for future purchases or payments, and your card number, expiration date, or security code changes, you are responsible for notifying the merchant of your new card information. We cannot tell you which merchant will receive updated card information when your card information changes. You should always provide your new card information to each merchant with whom you do business because some merchants do not subscribe to such network services.

5.0: ACCOUNT FEATURES

5.1: Definitions. In addition to the definitions contained in this agreement, the following definitions will apply to terms used in this section:

Company Credit Limit means the overall credit card limit assigned by Bank to Customer based on a separate credit application submitted by Customer to Bank for initial approval and periodic renewal.

Credit Limit means the established limit assigned to each Cardholder by the Customer and Customer shall not establish card limits such that the sum total limits for all cards controlled by Customer exceed Customer's Company Credit Limit.

Cash Credit Limit means the maximum amount of cash or equivalent of cash as defined or prescribed by Bank, that the Cardholder can withdraw on the Card account. Cash Limit forms a subset of the Cardholder's Credit Limit.

5.2: Credit Limit. The Credit Limit of an Account is shown in separate correspondence provided to you at the time an Account is opened, and on each of the monthly periodic (billing) statements issued for that Account. You shall not use or permit the use of an Account in any way that will cause an Account to exceed its Credit Limit. You are responsible for repaying outstanding advances under the Account, including but not limited to those that exceed its Credit Limit. Bank may, at its option, close the Account, exercise any of its other Remedies under this Agreement, and reduce your Account and/or Company Credit Limit without notice to you, except in those situations where notice is required by law. In addition, Bank may subject your Account to a Cash Credit Limit that may be less than the total Credit Limit. If your Account is subject to a Cash Credit Limit, that amount will be shown on your monthly periodic (billing) statements. Further, the total Company Credit Limit for your Account does not appear on your statement.

6.0: BILLING OPTIONS. Your Account may be established with Individual Billing or Consolidated billing.

6.1: Individual Billing. A separate periodic statement that must be paid individually will be generated for each distinct Cardholder account number. The Cardholder will receive a separate periodic statement every month for the Cardholder's account that has a balance or monetary activity.

6.2: Consolidated Billing. A single account with no Card issued will be established for billing purposes ("Control Account"). Cards established for Cardholders ("Sub-Accounts") will be linked to the Control Account and all transactions from the Sub-Accounts will be transferred to the Control Account for billing. When Consolidated Billing is elected, individual billing statements will not be issued to individual Cardholders, although Sub-Account Memo Statements are optionally available. All payments must be made to the Control Account. Consolidated Billing converts the Authorized Cardholder individual credit limit to a monthly spending limit that is only reset at the billing cycle cut-off. The Monthly Spending Limit can not be reset sooner than the cycle end date regardless of posted payments on the Control Account.

7.0: USING THE ACCOUNT – PURCHASES.

7.1: Point of sale. You will be issued one or more Cards. An Account bearing a distinct account number and Credit Limit will be established for each Card issued for use by a Cardholder. The following services are available, subject to the sublimit, if any, established for the service, and the aggregate Credit Limit established for the Account: **Purchases with a Card.** A Card may be used to purchase goods or services wherever a credit card bearing the Visa logo is accepted.

International transactions. If you use your Account to make a purchase or cash advance in a foreign currency, the transaction will be converted to U.S. Dollars based on a rate selected by VISA U.S.A. Inc. (or any of its affiliates) from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate VISA U.S.A. Inc. itself receives) or the government-

mandated rate in effect for the applicable central processing date. The currency conversion rate used by VISA U.S.A. Inc. (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day you made the transaction or on the day the transaction is posted to your Account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph. See the Application and Solicitation Disclosure or Account Opening Disclosure with this Agreement for international transaction fee details.

Third Party/Mobile Devices and Digital Wallets. We may also permit any Cardholder to load information about your Account onto third party/mobile devices (such as a smartphone, tablet, or any other handheld or wearable communication device that allows a Cardholder to store or electronically present Account information) that would enable the Cardholder to make purchases or engage in credit transactions for an Account without needing to show a Card. You and we agree that any such use of an Account will be subject to all the terms and conditions contained in this Agreement. To the extent a Cardholder does use a third party/mobile device to make a credit transaction on an Account, or load information about an Account onto any such device, you need to be aware that we do not control the device and cannot guarantee the performance of either the device or any third party. You will direct each Cardholder on your Account to carefully protect the security of any devices the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock any such device to help prevent an unauthorized person from using it. You agree to promptly report any loss or theft to both us and the third party. The owner of the device may incur third party fees from us and the third party related to engaging in a third party/mobile device transaction (such as mobile carrier data or messaging charges). Credit transactions made through a third party/mobile device may involve the electronic transmission of information related to you or the Account across wireless or computer networks. Third parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, and software application providers may use and receive information in connection with a credit transaction. Third parties may also receive information about your mobile device when you use it to make a credit transaction.

8.0: USING THE ACCOUNT – CASH.

8.1: Cash advances. Cash may be advanced from an Account by presenting the Card at a financial institution or an automated teller machine ("ATM") that accepts Visa denominated Cards bearing the logo on your Card ("Cash Advances"). Bank may impose limits on the amount and frequency of Cash Advances you may obtain at an ATM. If your Account is subject to a Cash Credit Limit, authorizations for Cash Advances will not be granted if they would cause your cash balance to exceed the Cash Credit Limit. Withdrawals from non-D.L. Evans Bank ATMs may be subject to additional limits placed on them by the ATM operator. If the ATM operator imposes a surcharge or convenience fee in connection with the withdrawal of cash using your Card, the amount of that fee will be included as part of the total Cash Advance amount. You may obtain a Cash Advance and perform balance inquiries using your Card with a Personal Identification Number ("PIN") at all D.L. Evans Bank ATMs, or any ATM which displays any of the logos appearing on the back of your Card.

9.0 REWARDS PROGRAM. Rewards Program is governed by this Agreement and is additionally subject to the Program Terms and Conditions which is the terms and conditions of the UChoose Rewards® website.

9.1: Earning Rewards Points. We will automatically enroll you in the "Rewards Program" when you open a D.L. Evans Bank rewards-based Account. You earn Rewards Program "Points" when you use your Account to make purchases less credits, returns and adjustments each billing cycle. Not all transactions made with your Account will qualify as a purchase for purposes of earning rewards -those restrictions are more fully described later in this document. You earn 1.5 Points for each one dollar (\$1) of eligible purchases. Points are earned on each individual purchase transaction and, therefore, we employ rounding to determine how many Points to award for each Purchase. We round points down to a whole amount when the total is less than or equal to 0.49 and We round up to a whole amount when the total is greater than or equal to 0.50. For example, a \$7.50 purchase will earn 11 points (i.e. $7.50 \times 1.5 = 11.25$), or a \$9.99 purchase will earn 15 points (i.e. $9.99 \times 1.5 = 14.98$). You may be offered opportunities to earn additional Points ("Bonus Points"). Related terms will be provided with the offer. Points earned are estimated based on the authorization amount reported by retailers and are subject to be changed based on returns and retailer adjustments. The following types of transactions do not earn points and are not eligible for purchase redemption credits: balance transfers, cash advances, purchases of travelers checks, money orders, lottery tickets, gambling chips, wire transfers, foreign currency, purchases or reloading of prepaid cards, or purchases of any other cash equivalents, fees, interest charges, disputed and unauthorized or fraudulent charges, account refunds, rebates, and similar credits. Your Points balance will be reduced for returns, credits and adjustments.

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9.2: Redeeming Points. In order to redeem points, you must be registered on the UChoose Rewards® website. Points may only be redeemed by the primary Cardholder, at specified levels, for a variety of Cash Back, gift cards, merchandise, and travel. Specific gift cards, merchandise and travel are subject to availability and additional terms and conditions. You may redeem your points for Cash Back as a statement credit. Account statement credits will reduce your outstanding balance, but you may still be required to make at least your minimum monthly payment.

9.3: Expiration and Forfeiture. As long as the Account remains open and in good standing, your Points will not expire and there is no limit to the number of Points that may be earned. Your Points may be forfeited immediately if your Account is closed due to Default as defined in your Credit Card Agreement. Such reasons for closure may include but are not limited to: (1) Filing for bankruptcy, (2) Delinquency in making payments on your account, (3) Fraudulent activity or misuse associated with your Account or the Rewards Program, (4) If your Account is closed for any other reason, whether by you or by us, your Points will be forfeited.

9.4: Amendments. The Rewards Program may change. We may, at our sole discretion, cancel, modify, restrict, or terminate the Rewards Program or any aspects or features of the Rewards Program at any time. If we materially change or terminate the Rewards Program, we will provide you with 30 days advance notice. Other changes may be made without prior notice by posting an updated copy of the Rewards Agreement on Rewards Program Website.

9.5: Pooling. If you have multiple business cardholders linked to the same Account, then Bank allows you to designate one Cardholder Account to combine (pool) points earned for redemption purposes. If a pooled cardholder account is closed, for any reason, any unredeemed points for that cardholder are removed from the combined points balance and forfeited. In addition, if the account closed is also the designated cardholder, you are responsible for establishing a new pooling relationship if desired.

9.6: Disclaimers and Notices. All interpretations of the Rewards Program shall be at D.L. Evans Bank's sole discretion. In the event of any fraudulent, abusive, or gaming activity related to the Rewards Program or your Account, as determined by us, we may make adjustments to your Points balance, cancel your participation in the Rewards Program, close your Account, or take any other action available to us by law or equity. Points have no cash value until redeemed, are not your property and may not be transferred or assigned by agreement or operation of law. You are responsible for any tax liability, and you may receive an IRS FORM 1099 (or other appropriate form) related to the Rewards Program. Please consult a tax advisor regarding any tax concerns. If any part of this Rewards Agreement is found to be void or unenforceable under applicable law, all other parts of the Rewards Agreement will still apply. The Rewards Program is offered by D.L. Evans Bank and may be administered or serviced by third parties who are not affiliated with D.L. Evans Bank. You agree that D.L. Evans Bank may share information about your Account and Account transactions with such third parties to administer and service the Rewards Program. By participating in the Rewards Program, and accepting and using rewards earned, you or any other beneficiary of the Rewards Program release, discharge and hold harmless D.L. Evans Bank and their respective parent companies, subsidiaries, affiliates, agents, administrators, service providers, employees, officers, directors, successors and assignees from all claims, damages or liability including, but not limited to, physical injury or death, arising out of participation in the Rewards Program or travel taken or use of products purchased in connection with the Rewards Program. The merchants and service providers that participate in the Rewards Program are solely responsible for the quality and performance of any products or services they provide, are not affiliated with D.L. Evans Bank, are not sponsors or co-sponsors of the Rewards Program, and are subject to change without notice. All participating third party service provider names, logos and marks are used with permission and are the property of their respective owners. You may earn points redeemable for specific rewards or cash-back credit through a Business Card Rewards program. Complete program details including program fees (if any) will be provided upon enrollment.

10.0: SPENDTRACK. We may offer use of SpendTrack online access management tool for your Account. If you enroll in SpendTrack, you will be subject to the terms and conditions of the SpendTrack User Agreement. You will be required to appoint an Administrator who will have full access to your Account through SpendTrack. Administrator functions include accessing your cardholder accounts and performing certain functions such as viewing your credit card statements and transaction history, effecting card payments, and conducting card level changes and profile updates. Bank will not oversee or be responsible for the actions of Administrator, or any activity or function of the Administrator. You agree to the authorization of the Administrator and all actions taken, or not taken, by the Administrator. You must notify the Bank immediately if you terminate or change the Administrator. We may change or limit any aspect of SpendTrack at any time with or without prior notice; provided, however, that you will be given prior notice in the event that fees are assessed for the use of SpendTrack.

11.0: FEES. You agree to pay the fees described below or in account disclosure whenever applicable.

Annual Membership Fee. This Card does not have an annual fee.

Cash Advance and Balance Transfer Transaction Fees. We will charge a transaction fee on each cash advance and balance transfer you obtain in the amounts shown in the Application and Solicitation Disclosure or Account Opening Disclosure.

International Transaction Fee. If your Account has an International Transaction Fee, we may impose a fee equal to a certain percentage of the U.S. Dollar amount of an international transaction as shown in the Application and Solicitation Disclosure or Account Opening Disclosure.

Late Payment Fee. The first time we do not receive a required minimum payment when due, we may charge a Late Payment Fee as shown in the Application and Solicitation Disclosure or Account Opening Disclosure.

Returned Payment Fee. We may charge you this fee, as shown in the Application and Solicitation Disclosure or Account Opening Disclosure, each time your financial institution for any reason rejects a payment you make to us, or if the payment cannot be processed.

Research Fee. We may charge you a fee of up to \$25 per hour, plus \$5 for each copy of a Statement or sales draft you request. However, we will not charge you for copies of documents that you request in connection with a billing error/inquiry you may assert against us under applicable law.

Expedited Card Fee. If you request a replacement Card on an expedited basis, we may charge you an Expedited Card Fee of up to \$60.

Replacement Card Fee. We may charge you a fee of up to \$5 for a replacement card request.

12.0: FINANCE CHARGES. Holder shall pay Interest Charges as shown on the periodic statement for each Control Account and Individual Billing Account, for each billing period in which there is a cash advance, or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. For cash advance fees, please see the Application and Solicitation Disclosure or Account Opening Disclosure. We figure the Interest Charges on Your account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The additional charge for cash advances shall not apply to any cash advance obtained under a separate credit agreement with Cardholder and written in connection with this Agreement. The "Balance Subject to Interest Rate" is the "average daily balance," of the account (including current transaction). To get the "average daily balance," We take the beginning balance of the account each day, add any new cash advances, credit purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid Interest Charges. This gives Us the daily balance. Then, We add up all of 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." Interest Charges for credit purchases begin on the date the purchase is posted to the account unless the Previous Balance shown on the statement is paid in full prior to the Closing Date of the statement. Credit purchases made during the statement period and the Previous Balance will be excluded from the calculation of the "average daily balance" if the Previous Balance shown on the front of the statement was paid in full prior to the Closing Date of the statement. The Interest Charges for cash advances begin on the date the advance is posted to the account. Holder may avoid additional Interest Charges on an account by paying in full the New Balance shown on the account's monthly statement within 25 days after the Closing Date for that statement.

13.0: VARIABLE ANNUAL PERCENTAGE RATE. The current monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** for new accounts are disclosed on the accompanying card mailer. These rates may vary monthly and shall be adjusted on the first day of each billing period ("Change Date"). The **ANNUAL PERCENTAGE RATE** on each Change Date shall equal the highest prime rate published in The Wall Street Journal "Money Rates" tables on the 10th day of publication in the calendar month preceding each Change Date ("Index Rate"), PLUS a Margin. If the 10th falls on a day the Wall Street Journal does not publish, we will identify the U.S. Prime Rate published on the last publishing day preceding the 10th day of the month. For more information on current margin(s), please refer to the Application and Solicitation Disclosure or Account Opening Disclosure. The monthly Periodic Rate is 1/12th of the **ANNUAL PERCENTAGE RATE**. Beginning on the date an adjustment in the rate is effective and until the next Change Date, the monthly Periodic Rate then in effect will be applied to the balance in the account to determine the Interest Charges. An adjustment in the monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** will apply both to the outstanding balances in the account and to new cash advances, (including any balance transfers from other credit card accounts), credit purchases, and other charges. An increase or decrease in the Index Rate will cause an increase or decrease in the monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** and may increase the amount and number of minimum payments. If the Index Rate ceases to be made available, we may substitute a substantially similar index and margin.

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13.1: Introductory or Promotional APR. We may offer you an introductory or promotional APR for specific Account transactions, such as balance transfers. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement. 0.00% Introductory APR applies to purchases or balance transfers made during the first 6 months of account opening. Introductory APR does not apply to Cash Advances. A 3% balance transfer fee for each completed balance transfer (\$10 minimum, not to exceed \$150) will apply during the Introductory APR period. Minimum balance payments will still be required each month. Upon the expiration of an introductory or promotional APR, the rate will return to the rate for the specified type of transaction(s) as stated in this Agreement.

14.0: HOW WE WILL CALCULATE YOUR VARIABLE APRs. We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal on the 10th date of the publication in the calendar month. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of your next billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.

15.0: PAYMENTS.

15.1: Promise to Pay. You promise to pay Bank, when due, the total of all purchases and advances made on the Account. You also promise to pay the total of any Finance Charges and Other Charges due on an Account, as stated in this Agreement, and all costs and expenses including any attorney's fees incurred in enforcing this Agreement.

15.2: Payments. A separate periodic statement will be sent every month for each Control Account and Individual Billing Account that has a balance or monetary activity. The New Balance shown on the statement will be the total of all unpaid obligations that have been posted to an Account as of the Statement Closing Date shown on the statement. You, or the Individual Cardholder if the Account has Individual Billing, may pay the Total Amount Due shown on the statement or any greater amount, but Bank must receive at least the Total Amount Due shown on the statement, in immediately available U.S. funds drawn on a U.S. bank, by the Current Payment Due Date shown on the statement. Bank may refuse to accept any payments made by third-party check or draft that have been endorsed to Bank or that have been drawn by anyone other than you. The Current Payment Due Date will be at least 25 days after the Statement Closing Date.

15.3: Current Payment Due. The Current Payment Due is equal to the greater of 3% of the New Balance or \$20. However, if the New Balance is less than \$20, the Current Payment Due will equal the New Balance.

15.4: Total Amount Due. The Total Amount Due shown on the statement is equal to the sum of the Current Payment Due PLUS any Past Due Amount, PLUS any payment due on promotional balances required by the terms of a promotion. If there is no Past Due Amount or promotional balance, then the Total Amount Due shown on the statement will equal the Current Payment Due.

15.5: Payment Application. All payments will be applied first to payment of Interest Charges in the order of their entry to the account, second to additional fees, 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.

15.6: Making Payments. Payments may be made by mail, online, at a D.L. Evans Bank branch or over the phone. All payments must be in U.S. dollars and, if applicable, drawn on a U.S. bank. "Business Day" is defined as Monday through Friday, excluding federal holidays.

By Mail. Send a check or money order to the payment address shown on your Statement with the payment stub from your Statement. Do not mail any cash payments. A properly addressed payment with the payment stub will be credited to your Account as of the date received if we receive it by 5 p.m. Eastern Time on a Business Day. A properly addressed payment with the payment stub received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to your Account as of the next Business Day. You agree to not give us any post-dated check as payment on your Account.

Online. You may pay online by logging in to our website. A payment made online will be credited to your Account as of the date received if we receive it by 5 p.m. Eastern Time on a Business Day. Online payments received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to your Account as of the next Business Day.

At D.L. Evans Bank Branch. You may make a payment in person to one of our employees at a D.L. Evans Bank branch. A payment made at a D.L. Evans Bank branch will be credited to your Account as of the date received if we receive it by the close of business for that location.

By Phone. You may pay by phone by calling the number on the back of your card. A payment made by phone will be credited to your Account as of the date received if we receive it by 5 p.m. Eastern Time on a Business Day. Phone payments received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to your Account as of the next Business Day. From time to time, we may allow you to expedite a single payment to your Account from a designated bank account of yours by telephone.

15.7: Delay in Crediting and Available Credit. We may reject or delay crediting payments that do not follow the instructions above. Your available credit limit(s) may not reflect the payment for up to 7 days after we have credited a payment to your Account.

15.8: Automatic Payments. We may allow you to repay amounts owed under this Agreement through automatic payments from a savings or checking account. We may terminate our permission to make automatic payments at any time. If an automatic payment does not occur for any reason, you still must pay the minimum payment and a Late Payment or Returned Payment Fee may apply.

16.0: SERVICE.

16.1: Liability for Unauthorized Use. We will not hold you liable for the unauthorized use of Account subject to the following: You must notify us immediately if you suspect or know that a Card on your Account is lost or stolen, or in the possession of an unauthorized person, by calling 1-888-999-2898;

Use of a Card issued for the Account, by you, an Account Guarantor of your Account(s), an Administrator, at any time, even if no longer associated with or employed by you, does not constitute unauthorized use, subject to applicable law.

16.2: Contacting You. By providing us with any telephone number, you are expressly giving permission to contact you at that number about all of your D.L. Evans Bank Accounts. You give consent to allow us to contact your past, present, and future phone service providers to verify the information you have provided against their records. For us to service your Account or to collect any amounts you may owe, you agree that we may contact you using any contact information related to your Account, including any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and reasonably believe we can reach you. We may use any means to contact you and this may include contact from companies working on our behalf to service your Accounts. This may include automated dialing devices, prerecorded/artificial voice messages, mail, email, text messages, and calls to your cell phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You are responsible for any service provider charges as a result of us contacting you.

16.3: Contacting D.L. Evans Bank.

Telephone service. You, Account Guarantors, Administrators, and Cardholders may contact us toll-free at 1-888-999-2898. If you need to contact us from outside the United States, you can call 1-531-233-6618.

Inquiry & Correspondence Address. D.L. Evans Bank, PO BOX 1188, Burley, ID 83318.

Online Banking. Video Banking, Chat, or Secure Messaging at www.dlevans.com or using the SpendTrack Online Card Management Portal.

Changes of Address, Telephone Number, or Name. You agree to promptly notify us if you change any contact information you provide to us. This includes your mailing address, email addresses, phone numbers, or business name.

17.0: DEFAULT Subject to restrictions of applicable law, you will be in default and we will not be obligated to honor any attempted use of your Account (even if we do not give you advance notice) if any of the following events occurs: (a) A payment is not made when it is due; (b) The terms of this Agreement are breached in any way; (c) Customer or any Account Guarantor defaults under the terms of any other obligation to Bank; (d) A bankruptcy petition is filed by or against Customer or any Account Guarantor; (e) A significant change occurs in the ownership or organizational structure of Customer or any Account Guarantor of Customer's Account or in the type or volume of such Customer's or Account Guarantor's business or the death of a Customer or Account Guarantor; (f) Customer or any Account Guarantor becomes insolvent or is dissolved, or Bank otherwise believes in good faith that the prospect of payment and/or performance under this Agreement or any guaranty of this Agreement is impaired; (g) Payments to an Account are returned or reversed for any reason; (h) Customer fails to submit required information the Bank deems necessary; (g) Customer's Account balance exceeds the Credit Limit; or (h) Bank observes excessive or suspicious Account usage or suspects an Account is involved in kiting. Customer will be charged the applicable Finance Charge Rate after any default under this Agreement.

17.1: Our Rights After Default. In the event of any default or failure to meet any condition under the preceding paragraphs, Bank may, at its option and without prior notification: (a) Close any or all Accounts to all use, as well as close any other accounts for which the Customer or an Account Guarantor is liable to Bank; (b) Accelerate payment of the full balance on any or all Accounts as well as any or all other accounts for which the Customer or an Account Guarantor is liable to Bank, and thereby require immediate payment of the full balance, including, without limitation, any Finance Charge and Other Charges; (c) Terminate enrollment in any Rewards program and/or

forfeit any accumulated points earned but not yet redeemed; (d) Banker's right of set-off. In the event an Account is not paid as agreed, Bank may exercise its right of set-off against any obligation Bank owes to you, including a set-off to the extent permitted by law against any deposit account(s) you have with Bank.

17.2: Collection Costs. If we refer any past due amounts you owe under this Agreement to a collection agency or lawyer for collection, you agree to pay us our reasonable costs of collection, including without limitation collection agency fees, court costs and attorneys' fees actually incurred by us, to the fullest extent permitted by applicable law.

18.0: INFORMATION SHARING

18.1: Credit Information. We may review your credit history by obtaining information from consumer reporting agencies and others. We may report information about your Account to credit bureaus. Late payments missed payments or other defaults on your Account may be reflected in your credit report. We may report Account information on Authorized Users.

18.2: Telephone Numbers. When you give us Your mobile phone number, We have Your permission to contact you at that number about all of your D.L. Evans Bank accounts. Your consent allows us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service Your Account. Message and data rates may apply. You may contact Us anytime to change these preferences.

18.3: Account Benefits. We may offer you certain third-party benefits and services with Your Account, as outlined in benefits brochures or other documents and internet web sites. For example, certain eligible purchases charged with a VISA Card may be eligible for certain benefits or services through VISA U.S.A. Inc. (or its affiliates). Any benefits or services We make available through third parties (including without limitation VISA U.S.A. Inc.) are not a part of this Agreement but are subject to the terms and restrictions outlined in the applicable benefits brochures or other documents or internet web sites provided or made available to you from time to time. You agree that we may give information about you, any Authorized User, and your Account, to any third party reasonably needing the information to provide you with such benefits or services. You also agree that we or any third party providing any Account-related benefits or services may change, add, or delete benefits or services at any time without notice.

19.0: LEGAL.

19.1: Change in Terms of an Account. Bank may unilaterally change any of the terms of your Accounts at Bank's sole discretion at any time. Bank will provide you with such notice as is required by law (if any), by mailing such notice to you at the latest address shown in Bank's records. If you have elected to receive statements electronically, notices may be delivered to you electronically in the same manner that statements are delivered, and Bank will have met that notice requirement by sending you an email or other electronic message, to the email or electronic address on file, that either contains the notice or directs the recipient to an Internet-accessible location where the notice may be viewed. You are responsible for maintaining a valid email or other electronic address, as applicable, and are responsible for updating this address if it changes. Bank at all times reserves the right to deliver any statement, notice, or other communication to you in writing at the latest postal address shown in Bank's records. Subject to applicable law and provided Bank does not notify you otherwise, any changes will apply to the current balance of your Accounts as well as to future balances.

19.2: Laws governing this agreement. The laws of the state of Idaho shall govern this Agreement with respect to all aspects of the transactions arising under this Agreement and the Full Account Terms. If there is a lawsuit, the Customer and Account Guarantor agree to submit to the jurisdiction of the courts of Cassia County, State of Idaho. **Waiver of Jury Trial-** Customer and Account Guarantor waive any right to a jury trial in connection with any dispute regarding this Agreement and the Full Account Terms.

19.3 Right to terminate an account. Bank may terminate any or all of Customer's Accounts at any time, or reduce the amount of Customer's Credit Limit on any or all of its Accounts, without notice, subject to applicable law, even though a default on any Account may not have occurred. If Bank terminates an Account, Customer agrees to destroy any Card(s) issued on that Account. Customer agrees that it will continue to be responsible for full payment of the balance on the closed Account(s) and all charges to the Account(s), including, without limitation: Purchases and Cash Advances that post after termination of the Account and any Finance Charge and Other Charges. Any Account Guarantor and any Administrator may cancel the Account at any time upon written notification to us.

20.0: CREDIT EVALUATION

20.1: Credit reports and re-evaluation of credit. You authorize Bank to obtain business and personal credit bureau reports in the name of the Customer, its owner(s)', and

each Account Guarantor under this Agreement at any time. You agree to submit to Bank current financial information in the name of the Customer and to submit or cause each Account Guarantor and owner to submit to Bank current financial information in its name and the name of its owners at any time upon request. Such information shall be used for the purpose of evaluating or re-evaluating Customer's, its owners(s)', and Account Guarantor(s)' creditworthiness. Upon determination that any Customer's, owner(s)' or Account Guarantor(s)' creditworthiness has changed adversely or does not satisfy Bank's current credit standards, Bank may close or lower the Credit Limit on any or all Accounts. Bank may report its credit experience with Customer, its owners', Account Guarantor(s)' and Customer's Account(s) to third parties. Important notice about credit reporting. Bank may report information about your Account(s) to credit bureaus and/ or consumer reporting agencies in your name, the name of your business organization, and in the name of any Account Guarantor(s). Late payments, missed payments, or other defaults on your Account(s) may be reflected in your, your business organizations, and Account Guarantor(s)' credit report(s) and/or consumer report(s).

21.0: AMENDMENTS. Bank may amend this Agreement from time to time by sending you advance written notice not less than 45 days prior to the effective date for any change that is either adverse to your outstanding balance or increases certain fees, or as may otherwise be required or permitted by law. To the extent that Bank indicates in the notice and that the law permits, amendments will apply to your existing account balance as well as to future transactions. Notices are deemed given when mailed by Bank to You to the current address for mailing monthly statements or via electronic notice for Cardholders who have consented to electronic statements. Invalidity of any provision of this Agreement shall not affect the validity of any other provisions unless otherwise required by law

22.0: MISCELLANEOUS

22.1: Certain Waivers. You waive the right of "presentment" and "notice of dishonor." "Presentment" means the right to require us to demand payment of amounts due under this Agreement. "Notice of dishonor" means the right to require us to give notice to other person that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest and all other notices and demands, to the fullest extent permitted by applicable law.

22.2: Assignment. We may assign your Account and our rights under this Agreement to our affiliates or to some other financial institution or company without advance notice to you. That entity will take our place in this Agreement if we do this. You may not assign or transfer your Account or any of your responsibilities under this Agreement to any other person.

22.3: No Security Interest. Your Account is unsecured. We are not taking a security interest in any property in connection with your Account. However, we maintain the right to offset the deposit and savings accounts you and any Account Guarantor own at any of our branches to the extent permitted by state and Federal law applicable to this Agreement.

22.4: Evidence. You agree that we may use a copy, microfilm, microfiche or digital image of any Statement or other document to prove what you owe us and that the copy, microfilm, microfiche or digital image will have the same validity as the original.

22.5: Captions and Interpretation. The captions used in this Agreement are for convenience only. They do not affect the meaning of the paragraphs in this Agreement.

22.6: Severability. If any part of this Agreement is held to be invalid, the rest will remain in effect.

22.7: Delay in Enforcement/No Waiver. We may delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

22.8: Entire Agreement. The Agreement together with the Business Credit Card Application; Application and Solicitation Disclosure; Account Opening Disclosure; SpendTrack User Agreement and Rewards Program Terms and Conditions ("Full Account Terms") are the entire agreement between you and us relating to your Account. The Full Account Terms replaces any other agreement relating to your Account that you and we made earlier or at the same time. In the event of a conflict between this Agreement and the Full Account Terms, this Agreement will control unless otherwise expressly provided in the other document.

22.9: Cardholder: Your name, address and signature (including any electronic or digital signature) and the date on any application or solicitation or on any

sales slip or other evidence of indebtedness on your Account represents your name, address and signature and the date on this Agreement.

23.0: 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.

23.1: What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to Us at: D.L. Evans Bank, P.O. Box 1188, Burley, ID 83318.

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. 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.

23.2: What Will Happen After We Receive Your Letter.

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

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

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

- If we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake, you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

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

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

23.3: 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 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 Card 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 at: D.L. Evans Bank, P.O. Box 1188, Burley, ID 83318.

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.