### FSNB, NA CREDIT CARD AGREEMENT & DISCLOSURE STATEMENT

This Credit Card Agreement & Disclosure Statement (this "Agreement") applies to the VISA credit card you requested from FSNB,NA. Any Card or Credit Device issued to you by us remains our property and must be returned to us or to anyone we designate, upon request. Retaining, signing or using, or permitting others to use the Card or a Credit Device shall constitute the equivalent of signing this Agreement and by such, signing or using means you agree to be bound by the terms of this Agreement.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	16.00%
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. we will not charge you interest on purchases if you pay your entire balance by the due date each month. There is no grace period on cash advances.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

Fees	
Annual Fee	\$20
Transaction Fees	Transactions made in a foreign currency and transactions made in U.S. Dollars that are processed outside the United States: 3% of the U.S. Dollar amount of each transaction.  The greater of \$10 or 4% of the amount of each advance.
Penalty Fees	
· Late Payment	Up to <b>\$35</b>
· Returned Payment	Up to <b>\$35</b>
· Over-the-limit	Up to <b>\$35</b>
· Card Replacement	\$10

<u>How We Will Calculate Your Balance:</u> We use a method called "average daily balance (including new purchases)."

<u>Billing Rights:</u> Information about your right to dispute transactions is included in the Agreement below.

**Definitions:** "Account" means the open-end revolving credit account established pursuant to this Agreement to which charges are posted based on use of a Card, Credit Device, information from a Card, or any other device or procedure by which the Account may be accessed in the future. "Card" means the VISA credit card(s) issued to you by FSNB, NA and any future credit card(s) issued to you in connection with the Account. "Authorized User" means any person you permit to use the Account or who has apparent authority to use the Account. "Credit Device" means any device such as a blank check, payee-designated check, "convenience" or "special" check, blank draft or other order, or any other device or item which may, at our discretion and pursuant to procedures we may adopt from time to time, be issued by us to you to access the Account. "Credit Limit" means the total dollar amount of the Account which we approved and which you may borrow against according to the terms of this Agreement. The words "you" and "your" refer to each person who signed an application for the Account, each person who signs the Card or any Credit Device, or any Authorized User. The words "we" "our" and "us" mean the FSNB, NA, P.O. Box 33009, Fort Sill, Oklahoma 73503.

Purchases and Cash Advances: You request and authorize us to extend credit to you under the Account as follows: (1) goods and services may be purchased or leased by use of the Card from any seller or vendor who honors the Card ("Purchases"); (2) "Cash Advances" may be obtained (a) upon your completion of a written request on a form furnished to you by us or any other financial institution we approve; (b) using the Card at any automatic teller machine which accepts the Card; or (c) using a Credit Device to pay for Purchases or, when allowed, to receive cash. We are not responsible for any person or entity refusing to accept the Card or any Credit Device for Purchases or Cash Advances. Cards may not be used to perform any transaction that is deemed illegal, to include internet gambling. Any violation of this policy may result in termination of the cardholder agreement.

**Promise to Pay:** You promise to pay us for all Purchase made by you and for all Cash Advances received by you except as limited in this Agreement regarding your liability for unauthorized use. You shall be jointly and severally liable for all amounts due from you under this Agreement for Purchases, Cash Advances, Finance Charges, and Other Charges.

**Refunds and Adjustments:** Any refund, adjustment, or credit allowed by any seller or other person or entity shall not be by cash but rather by a credit to the Account appearing on your monthly billing statement.

Monthly Billing Statements: Each month we will send you a monthly billing statement reflecting for the prior monthly period all Purchases, Cash Advances, Finance Charges and Other Charges pursuant to this Agreement. Such statements shall be deemed correct and accepted by you unless you notify us to the contrary in writing within 60 days of our mailing such statement to you.

### Finance Charge and Balance on Which IT Is Determined:

<u>Purchases.</u> A Finance Charge will be imposed on 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 billing cycle. 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 your Purchases from the previous statement Closing Date and on new credit Purchases from the date of posting to the 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 Finance Charge for a billing cycle is computed by applying the monthly periodic rate disclosed below to the average daily balance of 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 Purchases is determined by adding the outstanding unpaid balance of Purchases at the beginning of the billing cycle and any new Purchases posted to the Account, and subtracting any payments received and credits posted to the Account and any unpaid accrued Finance Charges on Purchases.

Cash Advances. A Finance Charge will be imposed on Cash Advances from the date of Advance is made or from the first day of the billing cycle in which the Cash Advance is posted to the Account, whichever is later, and will continue to accrue until the date of payment in full for the balance of Cash Advances. The Finance Charge for Cash Advances for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of Cash Advances under the Account. The average daily balance of Cash Advances is determined by dividing the sum of the daily balances of Cash Advances during the billing cycle by the number of days in the cycle. The daily balance of Cash Advances is calculated for each day in the current monthly billing cycle by taking the beginning balance of your Advances, adding any new Cash Advances and debit adjustments made to the Cash Advance balance, and subtracting any payments or credits made on Cash Advances and any unpaid Finance Charges accrued on Cash Advances.

To figure the Finance Charge on the Account during any monthly billing cycle, we will apply a monthly periodic rate of 1.333%, with a corresponding fixed <u>ANNUAL</u> <u>PERCENTAGE RATE</u> (APR)of 16%, to the average daily balance of Purchases and the average daily balance of Cash Advances, determined as described above. After maintaining your account in good standing for 6 months, you may request an increase in your credit limit. This increase will be dependent on credit approval.

Payments on the Account: Your payment under the Account must be made within 25 days of the Closing Date reflected on the monthly billing statement. Your payment must be either the full amount billed or, at your option, an installment equal to at least the required minimum payment stated on the billing statement. The minimum payment will equal the "new Balance" shown on your Statement if that amount is less than \$15. If the New Balance exceeds \$15, the minimum payment will equal 3.50% on that portion of the New Balance which does not exceed your Credit Limit, plus the entire portion of the New Balance in excess of your Credit Limit, plus any amount past due, or \$15, whichever is greater.

If your account has balances with different APRs, the amount of your payment equal to the Total Minimum Payment Due is applied to the balance with the highest APR before any payments are applied to balances with lower APRs. Any amount of your payment that is greater than the Total Minimum Payment Due is applied to balances with the highest APR before being applied to balances with lower APRs.

Payments must be made in U.S. dollars drawn on a U.S. Bank. All payments on the account must be made at the address shown on your monthly billing statement or in person at a branch and are considered to have been made on the date received at that address. As allowed by law, we may accept payments marked "payment in full" (or words of similar intent) without losing any of our rights to collect the full balance due under the Account and this Agreement. We will apply your payments to the unpaid balance of the Account in the follow order: (1) Accrued Finance Charges; (2) Other Charges; (3) minimum payment for Cash Advances; (4) minimum payment for Purchases; (5) unpaid balances of Cash Advances; and finally to (6) unpaid balance of Purchases.

Credit Limit: You agree not to use or permit others to use the Card, information from the Card, or any Credit Device if such use would cause the balance of the Account to exceed the Credit Limit we set from time to time. The initial Credit Limit for the Account is shown on the material accompanying the Card before the Account is issued. The Credit Limit will also be disclosed on each monthly billing statement for the Account. We may, at our option, extend credit under the Account, which exceeds the Credit Limit. If we do so, you may be charged an over-the-limit fee if you have opted-in to the payment of transactions which exceed your credit limit as provided in this Agreement and you agree to immediately pay the excess. You agree we may change your Credit Limit or cancel the Account if you exceed the Credit Limit.

### Other Charges:

Annual Fee. A \$20.00 annual fee will be assessed.

Foreign Transaction Fee. Transactions in foreign currencies will be converted to U.S. dollars. The currency conversion rate used to determine the transaction amount in U.S. dollars will be either (a) a rate selected by GISA 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 (b) the government-mandated rate in effect for the applicable central processing date. In each instance, we may charge a Foreign Transaction fee that is 3% of the U.S. Dollar amount of any foreign transaction. These Foreign Transaction fees are finance charges. You agree to pay the converted amount to us in U.S. dollars, plus any charge for the conversion or processing that may be imposed.

<u>Card Replacement Fee.</u> A \$10.00 charge will be assessed for any card replacements that are issued.

<u>Late Fee.</u> If the minimum required payment is not received on the payment Due Date for a billing cycle, we will assess a late charge on the Account. The late charge will be up to \$35.00.

Over-the Limit Charge. If you have opted-in to the payment of transactions which exceed the maximum authorized Credit Limit, an over-the-limit charge of up to \$35.00, will be imposed on the Account. Only one over-the-limit fee will be charged per billing cycle. We are not obligated to allow any Purchase or Cash Advance, which will exceed your Credit Limit, and if we do, we are not obligated to do so at a later time.

<u>Returned Payment Fee.</u> We may charge you up to \$35.00 for each return by a bank or other depository institution of a payment issued by you to us in connection with the Account.

This fee will be in addition to all Finance Charges and Other Charges we my collect from you and is not subject to refund or rebate.

<u>Cash Advance Fee</u>. For cash advances you will be charged the greater of \$10.00 or 4% of the amount of each advance.

Termination; Default: We may reduce the Credit Limit or terminate your ability to receive further credit under this Agreement at any time without notice. You may terminate your ability to receive further credit under this Agreement by giving us notice of termination and returning to us all Cards and Credit Devices (unless the Card(s) and/or Credit Devices are lost or stolen, in which case you agree to sign an affidavit to that effect and stating that no credit received after the date of loss or theft was authorized by you).

# We may reduce the Credit Limit or terminate your ability to receive further credit under this Agreement if you fail to maintain a deposit account relationship with FSNB after credit is granted.

You will be in default under this Agreement if any of the following events occur: (1) you fail to make the required payment when due; (2) you fail to perform or abide by any of your agreements or obligations under this Agreement or any other loan agreement you have with us; (3) you become insolvent (meaning your liabilities exceed your assets or you are unable to pay your debts as they become due); (4) any action is taken by or against you under any bankruptcy or insolvency laws; (5) any attachment or garnishment proceedings are limited against you; (6) you die or are declared incompetent; (7) we, in good faith, believe the prospect of your payment or performance under this Agreement is impaired, or (8) you fail or refuse to provide current financial information to us when we request it.

Upon any termination or default, regardless of any unused credit you may have had under the Account, all amounts you owe under the Account and this Agreement will become immediately due and payable in full. You must also return to us all Cards and Credit Devices issued to you in connection with the Account. Termination or default shall not release you from any obligations you have incurred under this Agreement. Your obligations and our rights under this Agreement shall remain effective until the entire outstanding balance of the Account is paid in full.

Attorneys Fees and Costs: To the extent permitted by law, you agree to pay our attorneys fees and other Costs we incur if you are in default and we hire an attorney who is not our salaried employee to collect amounts you owe under the Account and this Agreement.

Security for the Account: Collateral securing other loans you have from us (whether in the past or the future) will also secure your indebtedness under this Agreement; provided, however, if such collateral is your principal dwelling, a 1 to 4 family dwelling, consumer goods or "household goods" (as that term is defined in the FTC Rule on Credit Practices), it will not secure your indebtedness under this Agreement if to do so could entitle you to rescind the indebtedness or any advance of credit made to you under this Agreement or would otherwise violate any other applicable law, and to that extent any security provision to the contrary in this Agreement or any other security document you have with us is waived. All advances are secured by deposits, present and future, in FSNB, NA (FSNB). In case of default, FSNB may apply any and all deposits to the repayment of sums due.

Amendment to this Agreement: This agreement, and the terms of the Account, may be amended by us if we send you written notice of the amendment prior to its effective date as required by law. As of the amendment's effective date, the change in terms will apply to the entire outstanding balance of the Account as well as Purchases made and Cash Advances received after the effective date of the amendment. If you do not agree to the amendment, your only option is to terminate the Account.

Governing Law; Severability: You agree that your obligations under this Agreement represented by charges to the Account are contracted for and become binding when the sales drafts, credit card slips, or other Credit Devices are accepted by us and we cause the holders of the same to be paid. You agree that these events occur in Oklahoma and that Oklahoma law will govern the interpretation and operation of this Agreement as well as any controversy arising out of this Agreement. If any provision of this Agreement conflicts with the law, you agree the provision will be viewed as if it was amended to comply with the law. If that is not possible, then only the provision that conflicts with the law will be deleted. The remaining provisions of this Agreement will remain effective.

Credit Reports: You agree that we may obtain consumer credit reports from one or more credit reporting agencies in connection with opening or maintaining the Account, increasing the Credit Limit under the Account, or making any extension of credit to you under the Account. We may also ask you for additional information in connection with the Account and request credit reports to verify your current credit standing. You agree that we may release information to others, such as credit reporting agencies, regarding the status and history of the Account. However, we are not obligated to release any such information unless required by law

Change in Marital Status: A change in marital status will not affect your individual liability under this Agreement. Your liability for debt incurred after a change in status does not end until all Cards and Credit Devices are returned to us, even if you give us notice of the change in status and notice that further use by any person is unauthorized.

**Notices:** Unless otherwise provided in this Agreement, notices given under this Agreement or relating to the Account will be effective only if given in writing to us at FSNB, NA, P.O. Box 33009, Fort Sill, Oklahoma 73503, and to you at your last address shown on our records. You agree to notify us immediately if your address changes from that shown on the application you submitted in connection with opening the Account.

Liability for Unauthorized Use: If any Card is lost or stolen or otherwise used without your permission (express or implied), you must immediately give notice orally or in writing at the following address or phone number: Credit Card Security Department, P.O. Box 30495, Tampa, Florida 33630 or 1-800-423-7503. Your liability for any Card transaction resulting from loss, theft, or other unauthorized use of the Card will be zero (\$0) if you have 1) exercised reasonable care with the Card; 2) haven't reported two (2) or more incidents of unauthorized Card use within the previous 12 months; and 3) maintained your account in good standing. Your total liability may be \$50 resulting from unauthorized use of the Card. If it is determined you received a benefit from the unauthorized Card use or the Card was used by a person with actual, implied, or apparent authority, your liability can increase.

However, if we have issued 10 or more Cards to you for use by the employees of an organization, there is no limit on your liability for any unauthorized use that occurs before you notify us as provided in this Agreement. Additionally, employees of the organization may be liable for unauthorized use only as authorized by the Truth-in-Lending Act and Regulation Z of the Board of Governors of the Federal Reserve System.

## YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions about Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- ✓ Your name and Account Number
- ✓ The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us 3 business days before the automatic payment is scheduled to occur.

## Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill for the amount you question, including Finance Charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we didn't make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell

you the name of anyone we reported you to. We must tell anyone we report you to when the matter has been settled between us.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

#### Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a Credit Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. To use this right, all of the following must be true:

- (a) You must have made the Purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (Note: These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.)
- (b) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM do not qualify.
- (c) 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 the address listed on your bill.

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.