

## U.S. Bank Reserve Line Agreement

Interest Rates and Interest Charges	
Annual Percentage Rate	<b>21.9%</b>
Paying Interest	Your due date is 20 days after the close of each billing cycle. There is no interest-free period.
Fees	
Annual Fee	None
Penalty Fees	<b>\$20</b>
• Late Payment	

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the account agreement.

This Reserve Line Agreement ("Reserve Line Agreement") describes the U.S. Bank Reserve Line account. This is an open end line of credit that is attached to a U.S. Bank checking account in first position and provides "overdraft" protection (up to your credit limit). If you already have an existing "overdraft" protection product(s) the Reserve Line will automatically be put in first position to cover overdrafts ahead of the existing product(s). You can change the order of your "overdraft" protection products at anytime through online banking or by contacting U.S. Bank.

If you accept the offer of a Reserve Line (overdraft protection) feature for your checking account, you agree to the terms below. Your acceptance will be further evidenced and confirmed the first time you access the account or by failing to cancel this account within 30 days after we mail notice to you of the creation of the account.

### DEFINITIONS

In this Reserve Line Agreement, the words, "YOU" and "YOUR" mean the borrower(s) under this Reserve Line Agreement who are also the account holders of the associated deposit account. If there is more than one, these words mean each borrower separately and all borrowers jointly, that are responsible for any outstanding balance on the account, regardless of which account holder incurred the debt. Your address, telephone number, and other identification information are as recorded in the associated deposit account records. You confirm that such deposit account information is accurate, and you promise to keep it so.

"WE" and "OUR" mean U.S. Bank.

The "associated deposit account" is the deposit account to which this line of credit account is attached.

Your credit limit under this Reserve Line Agreement will be provided to you by separate notice.

The account number we give you for your deposit account will be the same number for your line of credit.

### USE OF ACCOUNT

**You can access this line of credit by requesting a withdrawal from your associated deposit account that, if allowed, would create an overdraft to that account (but for an advance under this Reserve Line Agreement).**

This means you can access the line of credit by any method by which you can access your associated deposit account. Therefore, if you can access your deposit account through an ATM card, check, debit card, online transaction, preauthorized withdrawal, telephone or any other method of withdrawal, then you can access this line of credit by such method.

Your access to this line of credit is also subject to any limits on your ability to access your deposit account as well. (For example, your ATM machine daily withdrawal limit will indirectly limit your access to the loan account *by that method of withdrawal*.)

### U.S. BANK OVERDRAFT PROTECTION

This section is part of the Agreements only if you have specifically requested and have obtained an Overdraft Protection Plan by linking the Account with a designated U.S. Bank personal checking account ("checking account"). An "Overdraft

Protection Advance" is an advance of funds to your designated checking account from this Account that will help cover overdrafts on your checking account. Any Overdraft Protection Advance will post and be charged interest as an Advance drawn on the Account. Please refer to the U.S. Bank Deposit Account Agreement (entitled, "Your Deposit Account Agreement") for full Overdraft Protection Plan terms and the Consumer Pricing Information Brochure for fees that apply for Overdraft Protection Advances. Changing account ownership on the associated checking account will result in the termination or suspension of your right to further advances and/or closure of the Account. We may cancel Overdraft Protection privileges under the Account, even if the Account remains open for other purposes.

### CREDIT LIMIT

You agree not to allow your unpaid principal balance to exceed your credit limit.

If you attempt a withdrawal that would cause you to exceed your credit limit:

- we are under no obligation to make the loan if we reject the advance, you will incur the fee on the deposit account for an insufficient funds item;
- if we make the loan and you thereby exceed your credit limit, this does not increase your credit limit, and we are not obligated to permit you to exceed your credit limit later; and
- if we make the loan, the excess over your limit is immediately due, can be taken from your deposit account when funds are available and, if not sooner paid, you agree to increase your next periodic payment by the amount you exceed your credit limit.

### CREDIT REVIEW

We may periodically review your creditworthiness. In doing so, we may review your credit reports and any other credit information that we believe to be relevant. We may request, and you agree to provide, any information regarding your financial condition that we believe appropriate for purposes of this review.

We reserve the right to periodically re-evaluate your account and, based on our credit criteria for determining the likelihood of repayment, increase or decrease your credit limit, or terminate or suspend your right to further advances under this Reserve Line Agreement.

### STATEMENTS

Your billing cycle for this account is monthly. Each billing cycle in which there is a transaction or a balance we will send you (or make available) a statement which will show all loans, finance charges, payments and credits made to your account during the billing cycle and the date and amount your minimum payment is due.

### PAYMENT

You may repay your entire balance at any time, but if you do not, you must make a minimum monthly payment that will be equal to the greater of

- (a) \$25.00 or the remaining balance, if less; or
- (b) 1% of your principal plus accrued interest and fees.

If your loan balance is over your credit limit, your minimum monthly payment will be as described above increased by the amount your balance exceeds your credit limit.

## AUTOMATIC PAYMENT

You authorize us to automatically deduct your minimum monthly payment from your associated deposit account on the due date shown on your statement. It is your responsibility to ensure that there are sufficient available funds in that deposit account to cover the minimum monthly payment due. If you do not have sufficient funds in your associated deposit account to make your minimum monthly payment, and if we do not receive your minimum monthly payment by the Due Date, you will be charged a late payment fee of \$20.00. The late payment fee will be charged on the 3rd business day, the Due Date is Day One.

The following arbitration provision is not applicable to "covered borrowers" as defined by regulations implementing the federal Military Lending Act, 32 C.F.R. Part 232.

**ARBITRATION** - You agree that if a dispute of any kind arises out of this agreement, either of us can choose to have that dispute resolved by binding arbitration. If arbitration is chosen by any party, neither of us will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules specified in this provision. In addition, You will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read this entire arbitration provision carefully before accepting the terms of this agreement.

Any claim, dispute, or controversy (whether based in contract, tort, or otherwise, whether pre-existing, present, or future, and including constitutional, statutory, common law, intentional tort, and equitable claims) arising from or relating to (a) the credit or services offered or provided to you, (b) the actions of either of us, or third parties, or (c) the validity of this arbitration provision (individually and collectively, a "Claim") must, after an election by either of us, be resolved by binding arbitration in accordance with this arbitration provision and the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in effect when the Claim is filed (or, in the event this arbitrator or these arbitration rules are no longer available, then a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis). You may obtain rules and forms by calling the AAA at 800.778.7879 or by visiting <https://www.adr.org/Rules>. There shall be no authority for any Claims to be arbitrated on a class action basis. Arbitration can only decide a Claim by either of us and may not consolidate or join the claims of other persons who may have similar claims. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. We will, at your request, advance the first \$200 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide which of us will ultimately pay those fees in accordance with the Consumer Arbitration Rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision shall survive repayment of the extension of credit and termination of your account. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.* If any term of this arbitration provision is ruled invalid or unenforceable, the arbitration provision shall be rendered null and void in its entirety. This arbitration provision does not apply (1) to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court, and we both retain rights to self-help remedies, such as repossession (where applicable), or (2) if you are a "covered borrower" obtaining "consumer credit" as those terms are defined by regulations implementing the federal Military Lending Act.

## APPLICATION OF PAYMENTS

All payments will be applied first to any unpaid Finance Charges that have accrued through the end of the preceding billing cycle, then to any other charges, and then the unpaid principal balance.

If we cannot collect on your check or other payment item you send us to pay on your Account, we may post as an Advance transaction an amount equal to the credit previously given to you for such check or payment item and we may charge interest on this amount from the date your Account originally was credited for the payment. After a payment has been made, we reserve the right to withhold available credit in the amount of the payment for 7 business days. Any credit available before the payment is made will continue to be available for use during this time.

## INTEREST CHARGES AND FEES

### Fees

- **Late Payment Fee:** If we do not receive your minimum monthly payment by the Due Date, you will be charged a late payment fee of \$20.00. The late payment fee will be charged on the 3rd business day, the Due Date is Day One.

### Interest Charge

You agree to pay an INTEREST CHARGE on the unpaid balance of your U.S. Bank Reserve Line loans beginning on the date the funds are advanced to your checking account. We determine the INTEREST CHARGE for the billing cycle by taking the applicable daily periodic rate of 0.06% (corresponding ANNUAL PERCENTAGE RATE of 21.9%) and multiply that rate by the number of days in the billing cycle and multiplying that result by the Average Daily Balance for the billing cycle.

### Average Daily Balance

We determine your Balance Subject to Interest Rate by using the dates and balances provided in the Reserve Line Balance Summary section of your monthly statement.

The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The INTEREST CHARGE begins from the date of each advance.

## APPLICABLE LAW

You understand that we are a national bank located in Ohio. The law that will apply to this Reserve Line Agreement as to issues related to interest and related charges will be the law of the State of Ohio.

## SECURITY INTEREST IN ASSOCIATED DEPOSIT ACCOUNT

You grant to us a security interest in the associated deposit account to secure the payment of this line of credit.

For purposes of this security interest, you and we agree that the law of the state of North Dakota will control as to the creation, perfection, and effect of perfection of the interest granted in this paragraph.

## FOR EXECUTIVE OFFICERS

Notwithstanding any other provision of this Reserve Line Agreement, we have the option to terminate this account and make the entire outstanding balance immediately due and payable if:

1. You are or become an executive officer of ours, and
2. Your indebtedness to any bank or number of banks, in the aggregate, exceeds the amount (in any regulated category) permitted to an executive officer under Federal law.

"Federal law" includes regulations and interpretations of federal agencies. "Your indebtedness" includes any debts attributed to you by Federal law.

## DEFAULT

You will be in default on this loan:

1. If your associated deposit account is assigned to a branch in **Iowa**, you fail to make a payment in full within 10 days of when it is due;
2. If your associated deposit account is assigned to a branch in **Wisconsin**,
  - a. You fail to pay in full when due on 2 occasions within any 12-month period; or
  - b. Your spouse sends us notice of termination of this plan;
3. If your associated deposit account is assigned to a branch in any other state (neither Iowa nor Wisconsin) you fail to make a payment in full when it is due:  
**Or, regardless of the state of the branch to which your associated deposit account is assigned,**
4. You fail to keep any other promise in this Reserve Line Agreement or the associated deposit account, and that failure materially impairs your ability to pay amounts due under this Reserve Line Agreement.

If any of you are in default on this Reserve Line Agreement we may exercise our remedies against any of you separately or all of you together.

## REMEDIES: YOUR RIGHTS IF YOU DEFAULT

The remedies we have in the event of your default are, in some states, dependent on a limited right to cure a default, and to get notice of that right. We will provide the notice, which will explain your limited right, and permit you to cure a default, if and when required by state law.

If you are in default (and subject to any right to cure) we may:

- require you to pay the entire unpaid balance of principal and accrued interest before the scheduled due date;
- set off the debt against any amount we may owe you in the associated deposit account or any other deposit account interest you may have with us;
- enforce our security interest, if applicable;
- terminate or suspend your right to further advances under this Reserve Line Agreement; and
- pursue any other method permitted by law to collect a debt.

## COSTS OF COLLECTION

You agree in the event of your default to pay the costs we incur to collect this debt ("Recover"). These costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee), to the extent not prohibited by state law. In the event that you file bankruptcy, these costs will include reasonable attorney's fees for an attorney who is not our salaried employee in the bankruptcy proceedings.

**In no state or event do we intend to claim or collect attorney's fees in circumstances when we are not entitled to do so.**

## DELAY IN ENFORCEMENT

We can delay enforcing our rights under this Reserve Line Agreement without losing them and we will still be able to recover all amounts you owe us. We can also release one borrower from the responsibilities of this Reserve Line Agreement without releasing any other.

## CANCELING OR AMENDING THIS RESERVE LINE AGREEMENT

We may cancel or amend this Reserve Line Agreement at any time by notifying you at least 15 days (or such longer period as required by law) in advance in writing. Where permitted by law, the changes will apply to all existing and future balances. You have the same right to cancel for any reason or if you do not agree with our amendment, but your obligation to repay the amount owed continues. If more than one rate applies to your account, we will apply payments to the oldest rate's unpaid Finance Charge and unpaid principal balance first.

## FINANCIAL STATEMENTS

When we agree to make loans to you, we are relying on information you gave us on your application. You guarantee that this information is true and correct and that any information you give us in the future will also be true and correct.

You agree to provide us with additional financial statements as we may reasonably require. You agree that annual statements of this nature are reasonable, and that such annual statements may be used to adjust the credit limit for this account.

## CONSUMER REPORT DISPUTES

If you believe we have inaccurately reported information on your credit history to a Consumer Reporting Agency (CRA), you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: CBDH Management, P. O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

## YOUR BILLING RIGHTS - KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

## WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think your statement is wrong, or if you need more information about a transaction on your statement, you must write us (on a separate sheet) as soon as possible at:

U.S. Bank  
P.O. Box 64991  
St. Paul, MN 55164-9505

In your letter, you must 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.

You have authorized us to automatically deduct payments from your checking account to apply on your line of credit. You can stop payment on any amount which you think is wrong by mailing your notice so that we receive it three business days before the payment is scheduled to occur.

## 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:**

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

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

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

## DISCLAIMER OF ORAL AGREEMENTS

**Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

## Spousal notices: Wisconsin Residents Only:

Married Borrower. The obligation evidenced by this note is incurred in the interests of your marriage or family.

## Important Military Lending Act Information

The following notice is required to be provided to and is only applicable to "covered borrowers" obtaining "consumer credit" as those terms are defined by regulations implementing the federal Military Lending Act ("MLA").

**Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate (APR) of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts) and any participation fee charged (other than certain participation fees for a credit card account).**

If you have any question regarding this disclosure or would like to have the required MLA disclosures provided to you in a verbal manner, please feel free to contact us at 800.444.1244.

## SIGNATURES

By my electronic acceptance of this form, I agree to the terms of this agreement.