

- 1. Agreement.** This Commercial Credit Card Agreement applies to the VISA Commercial Card Account (hereinafter referred to as "Account") you have requested by application and hereby are approved for. In this Agreement the words "you" or "your" means the sole proprietor, partnership, corporation, or other entity opening the Account and refers to any Business Owners/Guarantors and each Cardholder with access to the Account. The word "Cardholder" refers to the individuals you have authorized to access established credit limits through the use of a Card. The words "Bank", "we", "our" or "us" mean Union Bank & Trust Company, P. O. Box 82535, Lincoln, Nebraska 68501. You agree that the terms and conditions of this Agreement provided to you govern your Account, the use of your Card, and all credit extended under this Agreement. You agree that your Account will be used for business purposes and not for personal, family or household ("consumer") purposes. In the event an occasional purchase is made for consumer purposes, this Account will remain business purpose. You indicate your acceptance of this Agreement by signing or use of the plastic card(s) we provide you or by using or otherwise accessing the credit limit allowed to you on your Account (the word "Card" hereinafter refers to the Account or any device utilized to access the Account).
- 2. Use of the Card.** Each Card we issue to you must be signed by the Cardholder whose name is embossed on the front of the Card. The Card is not transferable and you may not assign your Account or this Agreement to any other party. To add or remove a Cardholder, we must receive a written request on your business letterhead indicating the new Cardholder's full name and Credit Limit desired. The request must be signed by an authorized individual of your entity. If you do not notify us of the removal of a Cardholder, you will continue to be liable for any and all charges made with the Card unless you tell us to cancel all Cards and establish a new account for you. If requested, we may issue you a Personal Identification Number that will permit you to access your Account through the use of your Card in ATM's and to obtain Cash Advances. We reserve the right at any time to limit the amount of Cash Advances that you may withdraw each day through the use of your Card at any ATM. You agree that you will not use your Card for any transaction that is illegal or in violation of any law. Transactions in relation to Internet Gambling are prohibited and will not be authorized. We reserve the right to decline to honor any transactions for any reason.
- 3. Credit Limit.** Union Bank will establish the corporate limit for each business entity. With your application, you provided each cardholder's name and corresponding Credit Limit. The Credit Limit for each cardholder may be adjusted due to the overall qualification of the corporate limit. For each cardholder, the approved Credit Limit will be disclosed on the card mailer with the Card. The Credit Limit is the maximum amount of Purchases and Cash Advances you are authorized to make with the Card. You agree not to make Purchases or Cash Advances that will cause the outstanding balance of your Account to exceed your Credit Limit. We reserve the right at any time to increase or decrease your Credit Limit. We do not have to honor any use of your Card if your Account is in default, your credit privileges have been suspended or terminated, or such use would cause you to exceed your Credit Limit. If you exceed your Credit Limit, we may honor the use of your Card without losing any of our rights. If we have previously honored requests for credit over your Credit Limit, it does not mean that we will honor further overlimit requests.
- 4. Promise to Pay.** You may make Purchases and Cash Advances with the Card up to your Credit Limit when you use the Card in accordance with this Agreement. You promise to repay all Purchases, Cash Advances, interest charges, fees, and any and all other charges whatsoever incurred through the use of the Card by sending payment to us as directed in the statement we will provide you. Each month a "Minimum Payment Due" must be paid by the "Payment Due Date". You agree to abide by the payment requirements.
- 5. Liability for Unauthorized Use.** If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at the address listed on your bill, or call us at 1-800-221-5920. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability under this Agreement will be zero.
- 6. Default.** In the event of the dissolution of your entity (or if you are a sole proprietor, in the event of your death), or bankruptcy or insolvency of your business, or if you fail (i) to make any required Account payment on time, (ii) to stay within your Credit Limit, or (iii) to provide complete current financial information upon our request, we may, in our sole discretion, declare this Agreement void and your Account to be in default and may, at our option, declare all amounts due to us immediately due and payable. If your Account is in default, you agree to pay all court and collection charges we actually incur in the collection of amounts you owe to us under this Agreement and, in the event we refer your Account to an attorney you agree to pay reasonable attorney's charges
- 7. Notice to Guarantor.** Each individual listed as a Business Owner on the Application/Additional Owner Application form is considered a Guarantor and is being asked to guarantee all obligations in connection with this Account. Guarantor shall be jointly and severally liable for all transactions. If the entity opening the Account does not pay, the Guarantor may be required to do so. In addition, any Guarantor may be required to pay collection expenses and costs. Bank can require any Guarantor to pay without first attempting to collect from the entity opening the account. Guarantor is affiliated with the entity opening the account and as such, shall be directly benefited by the contemplated transaction and shall execute the application in order to induce the Bank to enter into the contemplated transaction.
- 8. Cancellation and Change of Terms.** You may cancel this Agreement at any time by notifying us. We may also cancel this Agreement at any time. In either case, you must pay for all credit owed to us (extended to you or arising from use of your Account prior or subsequent to cancellation) and surrender all Cards cut in half. All Cards are owned by us and are not transferable by you. We may amend the terms of this Agreement from time to time, without notification to you, unless notice is required by law. If notice is required by law, we will send you notice at the address shown on our records. Any amendment of this Agreement may, on or after the date, on which it becomes effective as to you, apply to all of your then outstanding unpaid indebtedness to us under your Account. We may also modify or terminate any feature of your Account that is not described or referred to in this Agreement.
- 9. Change of name, address, or telephone number.** You are responsible for contacting us immediately if there is a change in your name, address (including e-mail addresses if you receive your statement notification electronically), or telephone number(s).
- 10. Other Agreements.** You agree to abide by all terms, conditions, covenants and agreements applicable to the use of your Account, including but not limited to, any agreement you may enter into with us or our affiliated companies and the terms and conditions contained on any sales slips, cash advance slips, periodic billing statements and any Card issued to you. Breach of any condition or obligation of this Agreement by any other applicant or authorized user shall be a breach by you.
- 11. Law Governing This Agreement.** This Agreement and your Account, as well as our rights and duties and your rights and duties regarding this Agreement and your Account, will be governed by and interpreted in accordance with the laws of the United States and, to the extent applicable, the laws of the State of Nebraska, regardless of where you may reside or use your Account.