

PREMIER Credit Protection Contract

Loss of Life · Involuntary Unemployment · Disability · Unpaid Family Leave · Hospitalization

IMPORTANT DISCLOSURES

You have enrolled in PREMIER Credit Protection and it is in effect at this time.

This product is optional. PREMIER Credit Protection is not required to obtain credit. If purchased, PREMIER Credit Protection will only extend to the enrolled First PREMIER Bank Credit Card account. PREMIER Credit Protection does not apply to, or affect, any other First PREMIER Bank Credit Card accounts not enrolled in the program. Whether or not you purchase this product will not affect your application for credit or the terms of any existing accounts you have with First PREMIER Bank.

Amount of fee. The monthly fee for the PREMIER Credit Protection product is based on your outstanding ending monthly balance multiplied by \$0.89 per \$100. The cost of the program will not change if you become ineligible for some of the protection. However, **First PREMIER Bank may change the amount of the protection fee in the future by giving you written notice, but you will have the option to cancel this contract before any fee change goes into effect.**

PREMIER Credit Protection is provided in full consideration of, and is subject to, your continued payment of the protection fee stated above. The protection fee will be collected as part of your monthly payments on your credit card account. You will continue to be charged the monthly fee for PREMIER Credit Protection during any benefit activation period for Involuntary Unemployment, Disability, Unpaid Family Leave, or Hospitalization. First PREMIER Bank's liability for protection under this contract is contingent upon the payment of the fee, the occurrence of a protected event, and compliance with applicable activation requirements.

REFUND OF FEE. YOU MAY RECEIVE A FULL REFUND IF YOU CANCEL PREMIER CREDIT PROTECTION WITHIN THIRTY (30) DAYS FROM THE DATE YOU RECEIVE THE FIRST BILLING STATEMENT THAT INCLUDES A PREMIER CREDIT PROTECTION FEE. BECAUSE EACH MONTHLY PAYMENT OF THE PROTECTION FEE PROVIDES YOU WITH PREMIER CREDIT PROTECTION FOR THE MONTH IN WHICH THE PAYMENT IS MADE, YOU WILL NOT BE ENTITLED TO ANY REFUND AFTER THE INITIAL THIRTY (30) DAY PERIOD.

Use of card restricted. If protection is activated for Loss of Life, Involuntary Unemployment, Disability, Unpaid Family Leave or Hospitalization, you may not be able to incur additional charges on your account.

Termination of the PREMIER Credit Protection Contract. Either you or First PREMIER Bank has the right to terminate this contract at any time by sending written notice or calling the other party. Additional reasons for termination are listed in the Termination of Contract section on the next page and may include default on your account, termination of your account, your failure to pay the PREMIER Credit Protection fee or the maximum protection amount under this contract has been applied.

This contract may not cancel your entire debt upon activation. The amount of debt canceled upon activation of this contract may not be sufficient to cancel your entire indebtedness. You should read the enclosed PREMIER Credit Protection contract to determine any limits on the protection amounts upon the occurrence of a protected event.

Eligibility requirements, conditions and exclusions. There are eligibility requirements, conditions and exclusions that could prevent you from receiving protection under this contract. You will find a complete explanation of the eligibility requirements, conditions and exclusions for each event in the "General Conditions and Requirements" and the "Specific Conditions and Requirements" sections of this contract.

For purposes of this contract, the terms “you” and “your” shall refer only to the Primary Cardholder. No person other than the Primary Cardholder shall be considered protected under this contract for any protected event.

PREMIER CREDIT PROTECTION CONTRACT (Continued)

APPLICABLE TO ALL PROTECTED EVENTS

GENERAL CONDITIONS AND REQUIREMENTS

General Activation Requirements. Whether a particular event is protected is determined by the conditions and requirements of this contract. To avoid additional interest and late fees, and to preserve your protection, you, or your estate or survivors, should continue to make regularly scheduled monthly payments, including the protection fee, until your request for protection is approved and activated in accordance with the activation requirements for each event listed below. This contract does not provide protection for delinquent balances.

To request activation of protection, you, or your estate or survivors must contact the Benefit Administrator and request an activation form. You, or your estate or survivors may call the Benefit Administrator toll free at 1-800-987-5521, Monday-Friday 7:00 a.m. to 9:00 p.m. and Saturday 8:00 a.m. to 4:30 p.m. Central Time. Written requests for activation forms should be sent via U.S. mail to: Benefit Administrator, P.O. Box 5506, Sioux Falls, SD 57117-5506. The Benefit Administrator will send you, or your estate or survivors an activation form within 5 days after receipt of the request. The activation form must be completed by you, or your estate or survivors and such other persons or officials as may be required in the form depending on the requirements applicable to the event. This contract will not provide protection until this form is properly completed by all required parties and returned to the Benefit Administrator. If you or your estate or survivors fail to request the required forms, or fail to provide the Benefit Administrator with the required forms or required evidence of any protected event within 120 days of the start date of a new event, you will forfeit the right to any protection for that particular event.

General Limitations on Protection Amounts and Multiple Events. There will be no protection unless your account has an outstanding balance as of the date the protected event began. The amount of protection under this contract has limits and may not cancel your entire indebtedness or your entire monthly minimum payment. No amounts will be paid directly to you. You will remain obligated to pay any amounts or portions of amounts due under your account that the protection under this contract is insufficient to cover. During any Protected Event, no over-limit or late fees will be applied to your account; however, you will be responsible for the delinquent and over-limit amounts. You may only activate and receive protection for one event at a time under this contract. The occurrence of simultaneous events only entitles you to one activation period. There is a maximum aggregate limit of \$5,000 of protection that you may receive under this contract. PREMIER Credit Protection does not provide protection for any event which occurs or begins prior to the Enrollment Date.

Possible Tax Consequences. Protection amounts paid or provided under this contract may be taxable to you or your estate as income. This means that you may be required to pay federal, state and local income tax on the amount of protection provided. This contract will NOT pay any income tax owed by you or your estate. You should consult your own tax advisor regarding the consequences of any protection received under this contract.

Termination of Contract. Either you or First PREMIER Bank may voluntarily terminate this contract at any time upon written notice to the other party. Your termination notice must be sent to First PREMIER Bank or you may call 1-800-987-5521 to terminate your enrollment in PREMIER Credit Protection. In addition, this contract will automatically terminate and no further protection will be provided on your behalf on the earliest of the following dates:

- The date your account is lawfully discharged or terminated, (applicable to new balances)
- The date you have received the maximum protection amount under this contract for a particular event

Suspension of Contract. First PREMIER Bank will suspend your account from being enrolled in PREMIER Credit Protection on the date you have failed to remit your monthly minimum payment for more than 90 days. During the suspension period no fee will be billed to your First PREMIER Bank Credit Card account and you will not be able to activate protection. Once your account has become less than 90 days past due, your account will be automatically reinstated in PREMIER Credit Protection. At this time, the fee for PREMIER Credit Protection will resume and you will be eligible to request activation of protection.

Waiver of Requirements. First PREMIER Bank reserves the right to waive any term or condition of this contract at any time at its sole discretion, provided that such waiver is beneficial to you; however, the waiver of any such requirement is considered specific to the situation and does not constitute a continuing waiver or otherwise affect the terms and conditions of this contract, which may be fully enforced thereafter.

SPECIFIC CONDITIONS AND REQUIREMENTS FOR EACH EVENT

To activate protection for any protected event, each of the conditions and requirements listed for that event must be fully satisfied and the event may not be subject to any of the applicable exclusions from protection.

EVENT Specific Conditions and Requirements

EVENT	Specific Conditions and Requirements	
LOSS OF LIFE	<p>Definition:</p> <p>Exclusions from Protection:</p> <p>Protection Amount:</p> <p>Enrollment Period:</p> <p>Required Evidence of Event:</p>	<p>Loss of your life during the term of this contract</p> <p>Criminal acts</p> <p>The lesser of the outstanding account balance on the date of death or \$5,000, subject to a \$5000 aggregate maximum for all occurrences of all Protected Events during the term of this contract.</p> <p>You must be enrolled in PREMIER Credit Protection for 30 days before this Protected Event may be activated</p> <p>Completed activation form together with a certified copy of your death certificate</p>
INVOLUNTARY UNEMPLOYMENT	<p>Definition:</p> <p>Exclusions from Protection:</p> <p>Protection Amount:</p> <p>Enrollment Period:</p> <p>Maximum Activation Period:</p> <p>Required Evidence of Event:</p>	<p>You become and remain totally and continuously unemployed during the term of this contract due to a permanent involuntary termination of employment; involuntary layoff or suspension of employment; authorized, unionized strike or labor dispute by a chartered or previously organized trade or labor union; lockout or discharge of employees or temporary closing in response to organized employee activity</p> <p>Willful misconduct; criminal acts; voluntary resignation; retirement;</p> <p>Your monthly minimum payment, as of the date the Protected Event began, subject to a \$5,000 aggregate maximum for all occurrences of all Protected Events during the term of this contract</p> <p>You must be enrolled in PREMIER Credit Protection for 30 days before this Protected Event may be activated</p> <p>Twelve continuous monthly minimum payments may be covered per occurrence or until Involuntary Unemployment ceases, whichever occurs first.</p> <p>Completed activation form together with the following:</p> <ul style="list-style-type: none"> • for involuntary termination or layoff, evidence that you have registered for work with your state employment office or a recognized employment agency within 30 days after the last day employed and remain registered and actively seeking new employment while protection is activated • for a strike or lockout, evidence of involuntary unemployment, which may include a statement signed by an officer of your union • you must give written proof of your continuing Involuntary Unemployment on a monthly basis or any time upon request of the Benefit Administrator.

DISABILITY	<p>Definition:</p> <p>Exclusions from Protection:</p> <p>Protection Amount:</p> <p>Enrollment Period:</p> <p>Maximum Activation Period:</p> <p>Required Evidence of Event:</p>	<p>You become and remain unable to perform the major duties of your occupation as a direct result of unintentional bodily injury, sickness, or disease suffered during the term of this contract, and you are not working for wages or profit during the activation period of the Disability, and you are under the continuous care of a licensed physician (other than yourself)</p> <p>Retirement, normal pregnancy or childbirth, including caesarian section; commission of a crime (including but not limited to use of illegal drugs).</p> <p>Your monthly minimum payment, as of the date the Protected Event began, subject to a \$5,000 aggregate maximum for all occurrences of all Protected Events during the term of this contract</p> <p>You must be enrolled in PREMIER Credit Protection for 30 days before this Protected Event may be activated</p> <p>Twelve continuous monthly minimum payments may be covered per occurrence or until Disability ceases, whichever occurs first.</p> <p>Completed activation form together with evidence* of the date and the cause of the Disability signed by a licensed doctor of medicine or osteopathy other than yourself</p> <p>*To receive protection, you may be required to be examined by a different doctor chosen by the Benefit Administrator, and in the event of conflicting opinions, the opinion of the doctor chosen by the Benefit Administrator will be relied upon. Upon the Benefit Administrator's request, you must provide 1 or more written authorizations to allow your treating physician(s) to discuss your Disability or to obtain your relevant medical records. You must give satisfactory written proof of your continuing Disability on a monthly basis or any time upon request of the Benefit Administrator.</p>
UNPAID FAMILY LEAVE	<p>Definition:</p> <p>Protection Amount:</p> <p>Enrollment Period:</p> <p>Maximum Activation Period:</p> <p>Required Evidence of Event:</p> <p>Definition:</p>	<p>You have a loss of income due to an unpaid leave of absence from employment beginning after the Enrollment Date and continues during the term of this contract, and the leave of absence is approved by your employer, and the leave is due to one of the following: accident or illness involving yourself, a child, spouse or parent; you are recalled to active military duty; the birth or adoption of a child</p> <p>Your monthly minimum payment, as of the date the Protected Event began, subject to a \$5,000 aggregate maximum for all occurrences of all Protected Events during the term of this contract</p> <p>You must be enrolled in PREMIER Credit Protection for 30 days before this Protected Event may be activated</p> <p>Twelve continuous monthly minimum payments may be covered per occurrence or until Unpaid Family Leave ceases, whichever occurs first.</p> <p>Completed activation form together with evidence that your employer has approved the leave. You must give written proof of your continuing Unpaid Family Leave on a monthly basis or any time upon request of the Benefit Administrator.</p>
HOSPITALIZATION	<p>Definition:</p> <p>Exclusions from Protection</p> <p>Protection Amount:</p> <p>Enrollment Period:</p> <p>Maximum Activation Period:</p> <p>Required Evidence of Event:</p>	<p>You have a hospital night stay of 1 or more nights</p> <p>Normal pregnancy or childbirth, including caesarian section; commission of a crime (including but not limited to use of illegal drugs)</p> <p>Your monthly minimum payment, as of the date the Protected Event began, subject to a \$5,000 aggregate maximum for all occurrences of all Protected Events during the term of this contract</p> <p>You must be enrolled in PREMIER Credit Protection for 30 days before this Protected Event may be activated</p> <p>One monthly minimum payment may be covered per occurrence.</p> <p>Dates of hospitalization.</p>

GLOSSARY

Enrollment Date: The date you first enrolled in PREMIER Credit Protection

Enrollment Period: The number of days you need to be enrolled in PREMIER Credit Protection before you can activate protection

Protected Event: Any Loss of Life, Involuntary Unemployment, Disability, Unpaid Family Leave, or Hospitalization (each as defined in this contract) event that (a) begins after the Enrollment Date, (b) is not subject to any exclusions from protection under this contract, and (c) is not otherwise ineligible for protection under this contract or applicable law

Protection Amount: Your monthly minimum payment or balance in the case of protection for Loss of Life, that is protected under this contract

Exclusions: Conditions or events that do not qualify for protection under this contract

Aggregate Maximum: The maximum dollar amount that may be protected under this contract