

COMMERCE CREDIT PROTECTIONSM AGREEMENT

Consumer Credit Card – Basic Package Line of Credit – Basic Package

PLEASE READ THIS AGREEMENT CAREFULLY AS IT EXPLAINS THE PROVISIONS, LIMITATIONS AND REQUIRED PROCEDURES APPLICABLE TO COMMERCE CREDIT PROTECTIONSM.

Commerce Credit ProtectionSM is optional protection available to consumer credit card customers or line of credit customers, residing in the United States, with an Account in Good Standing on the Enrollment Date. We reserve the right to modify Commerce Credit ProtectionSM (including the Monthly Fee) upon thirty (30) days advance written notice to you.

In this Agreement:

“**You**” and “**your**” refer to the Primary Accountholder and if applicable, the Secondary Accountholder, when enrolled in Commerce Credit ProtectionSM.

“**We**,” “**us**,” and “**our**” means Commerce Bank, N.A., our successors and assigns.

“**Primary Accountholder**” refers to the consumer credit card customer or line of credit customer listed first on the Account Statement and financially responsible for repayment of the Account balance.

“**Secondary Accountholder**” refers to the consumer credit card customer or line of credit customer listed second on the Account Statement and financially responsible for repayment of the Account balance.

“**Enrollment Date**” means the date your enrollment form for Commerce Credit ProtectionSM has been accepted and processed by us. We will send you written notification of the Enrollment Date.

“**Account**” means your consumer credit card Account or Line of Credit Account with Commerce Bank, N.A.

“**Good Standing**” means an Account that is not designated by us as being lost, stolen, credit-revoked, closed, bankrupt, charged-off, fraudulent, under investigation by us, past due or delinquent over sixty (60) days, managed by Consumer Credit Counseling or any other repayment plan, or in recovery.

“**Monthly Benefit Amount**” means the dollar amount calculated by us that will be credited to your Account monthly, for the maximum benefit period indicated herein, if you qualify for activation of a benefit due to a Protected Event.

“**Minimum Monthly Payment**” means minimum payment as defined under the heading Payments Options within your CARDHOLDER AGREEMENT or LINE OF CREDIT AGREEMENT.

“**Protected Event**” means a defined event that qualifies for benefits and is not otherwise excluded, as indicated within this Agreement.

“**Date of Protected Event**” means the first day a Protected Event occurs.

Terms used herein, which are defined in the CARDHOLDER AGREEMENT or LINE OF CREDIT AGREEMENT, shall have the meanings given to them in the CARDHOLDER AGREEMENT or LINE OF CREDIT AGREEMENT, unless otherwise defined within this Agreement.

I. DESCRIPTION OF THE PROTECTION

If you are age sixty-five (65) or less, Commerce Credit ProtectionSM will provide a benefit, up to a maximum amount of \$7,500, subject to the provisions contained herein, as follows: (1) cancel all or part of your obligation to pay by crediting to your Account a Monthly Benefit Amount, up to the maximum benefit period indicated herein, in the event of Loss of Life – Natural Causes, Natural Disaster, Disability, Involuntary Unemployment, and Family Leave; and (2) cancel all or part of your obligation to pay by crediting to your Account the lesser of (i) an amount equal to the outstanding balance on your Account, as of the date of Loss of Life - Accidental Causes, or (ii) \$7,500.

If you are age sixty-six (66) or over, Commerce Credit ProtectionSM will provide a benefit, up to a maximum amount of \$7,500, subject to the provisions contained herein, as follows: (1) cancel all or part of your obligation to pay by crediting to your Account a Monthly Benefit Amount on your Account, up to the maximum benefit period indicated herein, in the event of Loss of Life – Natural Causes, Hospitalization, Natural Disaster, and Skilled Nursing Care; and (2) cancel all or part of your obligation to pay by crediting to your Account the lesser of (i) an amount equal to the outstanding balance on your Account, as of the date of Loss of Life - Accidental Causes, or (ii) \$7,500.

A. Who is Protected: The Primary Accountholder and the Secondary Accountholder shall be protected if each Accountholder is enrolled in Commerce Credit ProtectionSM; provided, however, the Secondary Accountholder may enroll for protection only if the Primary Accountholder is also enrolling or has previously enrolled for protection. The Secondary Accountholder, if enrolling, must enroll in the same Commerce Credit ProtectionSM package as the Primary Accountholder. If both the Primary Accountholder and the Secondary Accountholder qualify for benefit activation during the same month, only one (1) Monthly Benefit Amount will be provided. If it is impossible to determine which Accountholder qualified first for benefit activation, it shall be presumed to have been the Primary Accountholder for the purpose of this protection.

B. Cost of Protection: The “Monthly Fee” for Commerce Credit ProtectionSM is the fixed amount currently in effect. The Monthly Fee shall be payable at the same time and place as the Minimum Monthly Payment on your Account. The Monthly Fee will appear on your Statement during a benefit period, but is waived by us during the benefit period and therefore, will be credited back to your Account. On the months you do not have an outstanding balance, you will not incur a charge.

C. Maximum Benefits: Loss of Life - Accidental Causes provides a cancellation of the Account balance, up to \$7,500, as of the Date of Protected Event.

The maximum benefit period for Hospitalization, Disability, Involuntary Unemployment, Family Leave, and Skilled Nursing Care, is six (6) months per occurrence. The maximum benefit period for Loss of Life – Natural Causes and Natural Disaster is three (3) consecutive months per occurrence. The maximum total benefit for each Protected Event shall not exceed \$7,500.

D. Calculation of Benefits: The Monthly Benefit Amount is calculated by multiplying your Account balance on the Date of Protected Event, up to maximum of \$7,500, by three (3) percent plus the cost of the Monthly Fee. The Monthly Benefit Amount may not be sufficient to cover the entire Minimum Monthly Payment due each month if additional charges (Purchases, Cash Advances, unpaid Interest Charges or other fees and charges) are applied to your Account after the Date of Protected Event. The Monthly Benefit Amount does not include any amount due because you have exceeded your credit limit. You are responsible for any portion of the Minimum Monthly Payment due each month that is not covered by the Monthly Benefit Amount.

E. Receipt of Benefits: Commerce Credit ProtectionSM begins on the first day you experience an eligible loss covered under a Protected Event. To become eligible to receive benefits, you must complete and submit the appropriate claim form and meet the Definition and Qualification requirements for the Protected Event (see Section II. Requirements for Activation of Benefits and V. Protected Events).

Once you are eligible and your claim has been approved, we will credit your first Monthly Benefit Amount to your Account within five (5) business days.

To avoid additional interest and late fees to your Account, you should continue to make your Minimum Monthly Payment as shown on your Statements until benefits are credited to your Account.

If the maximum benefit period has not been reached, we will credit a subsequent Monthly Benefit Amount for each month you are eligible and we continue to receive completed monthly benefit continuation claim forms as required. If you are eligible for protection for less than the entire month, a portion of the Monthly Benefit Amount will be provided based on the number of days you qualify for protection times a daily amount equal to 1/30th of the Monthly Benefit Amount.

II. REQUIREMENTS FOR ACTIVATION OF BENEFITS

You must be enrolled in Commerce Credit ProtectionSM and your Account must also be in Good Standing on the Date of Protected Event to be eligible to activate benefits.

Benefits will not be provided for any Protected Event occurring before your Enrollment Date. Benefits will not be provided for Hospitalization, Natural Disaster, Disability, Involuntary Unemployment, Family Leave, or Skilled Nursing Care occurring within ninety (90) days after your Enrollment Date. There is no waiting period for Loss of Life – Natural Causes or Loss of Life - Accidental Causes.

You are not eligible to activate benefits if your Loss of Life – Natural Causes, Disability or Skilled Nursing Care is due to a pre-existing medical condition. A preexisting medical condition is a medical condition in which you have been treated by or consulted with a licensed physician, licensed chiropractor, or other licensed treating health care practitioner in the six months before your Enrollment Date and that medical condition becomes the cause of the Protected Event within six months after your Enrollment Date.

A. Claims Procedure: You must notify us within ninety (90) days of the Date of Protected Event or as soon as reasonably possible by calling us at 1-866-212-1750 or by contacting us at IAC Group Claim Center, Attn: Commerce Credit ProtectionSM, P.O. Box 8337, Prairie Village, Kansas 66208-0337. Once you notify us of a Protected Event, we will send you the specific claim form, which must be completed as indicated and returned within forty-five (45) days after the date you became eligible for the Protected Event, or as soon as reasonably possible. To activate benefits you must also meet all qualifications and eligibility requirements described herein.

You may be required to provide continued proof of a Protected Event after submitting the initial claim form. We will send you a monthly benefit continuation claim form that must be completed as indicated and returned within forty-five (45) days of the postmark date. A benefit may be revoked at any time if we believe any answer to the questions in the initial claim form or any monthly benefit continuation claim form is false in any way, if we fail to receive any form within the required time frames, or if we determine that the qualifications described herein have not been met or you have been otherwise excluded. In any event, if we are no longer able to determine your eligibility for benefits, benefits cannot be activated.

B. Multiple Protected Event Procedure: If there are multiple Protected Events for which you would qualify, you may choose which Protected Event you wish to request benefits. You may request consideration of benefits for each applicable Protected Event, if your chosen request is denied. However, you may only receive benefits under one Protected Event due to a single incident or occurrence.

III. MISCELLANEOUS

A. Application of Payments: Each payment you make on your Account will be applied first to the Fees due, including the Monthly Fee, as stated in your CARDHOLDER AGREEMENT or LINE OF CREDIT AGREEMENT and any related Account documents.

B. Use of Credit Card Not Restricted: You may continue to use your Account after a Protected Event, however, any additional charges (Purchases, Cash Advances, Interest Charges or other fees and charges) that you make to your Account will not be included in the calculation of benefits. You will be responsible for any additional portion of the Minimum Monthly Payment due each month not covered by the benefits.

C. Automatic Payments: If you have arranged with us or another institution to have automatic payments made to your Account each month, this service will continue during any benefit period. You must notify us or the other CommerceBank-DPA-GE-CC-Basic-20090701 Page 4 of 7 institution if you would like these automatic payments to stop posting during any benefit period.

D. Tax Impact of Commerce Credit ProtectionSM: Benefits paid by Commerce Credit ProtectionSM may be considered taxable income to you, your estate, or that of your survivors. If you have any questions concerning the tax implications of this protection, you should contact a tax advisor.

IV. TERMINATION OF PROTECTION

You may cancel this protection at any time. If you cancel Commerce Credit ProtectionSM within thirty (30) days of the Enrollment Date, we will refund or credit any Monthly Fee incurred by you for this protection. Thereafter, if you cancel during the first fifteen (15) days of your Statement cycle payment period, the effective date of termination is the last day of the prior Statement, and you will not owe the Monthly Fee for the current Statement. Otherwise, the effective date of termination is the last day of the current Statement and you will owe the full Minimum Monthly Payment, including the Monthly Fee, for the period in which protection is terminated.

We may cancel Commerce Credit ProtectionSM for any reason with thirty (30) days advance written notice of cancellation. Should your Account become sixty (60) days past due, Commerce Credit ProtectionSM will automatically terminate without advance written notice.

V. PROTECTED EVENTS

A. EVENTS THAT ARE COVERED, REGARDLESS OF YOUR AGE

1. NATURAL DISASTER

a. Definition: “Natural Disaster” means that you have sustained a loss in excess of \$1,000 to your primary residence and your county of residence has been declared a natural disaster area by the President of the United States and such natural disaster area has been published by the Federal Emergency Management Agency (“FEMA”) or your primary residence has received damage in excess of \$1,000 due to wind, tornado, or earthquake.

b. Qualification: You must send us satisfactory proof of Natural Disaster as stated in the claim form we provide to you. If you qualify for Natural Disaster benefits, we will credit your Account with a Monthly Benefit Amount for three (3) consecutive months per occurrence.

c. Exclusions: Benefits will not be provided if the Natural Disaster occurs within ninety (90) days after enrollment.

2. LOSS OF LIFE – NATURAL CAUSES

a. Definition: "Loss of Life – Natural Causes" means your death due to natural causes.

b. Qualification: We must receive satisfactory proof of Loss of Life – Natural Causes as stated in the claim form we provide to you; which may include a certified copy of the death certificate indicating the cause of death. Your Loss of Life – Natural Causes must be independently verified by a coroner or a physician. We will credit your Account the lesser of (i) the Monthly Benefit Amount as of the date of death for 3 consecutive months; or (ii) \$7,500.00.

c. Exclusions: You are not eligible to activate benefits if Loss of Life – Natural Causes is caused by or results from (i) suicide; (ii) pre-existing condition; (iii) intentionally self-inflicted injury; (iv) your participation in a riot or commission of an assault or felony; or (v) dishonest, fraudulent, or criminal act (direct or indirect).

3. LOSS OF LIFE - ACCIDENTAL CAUSES

a. Definition: "Loss of Life - Accidental Causes" means your death is directly due to accidental injury; is independent of all other causes except accidental injury; is unintended, unexpected, and unforeseen. Loss of Life - Accidental Causes must occur within ninety (90) days of an accidental bodily injury.

b. Qualification: We must receive satisfactory proof of your Loss of Life - Accidental Causes as stated in the CommerceBank-DPA-GE-CC-Basic-20090701 Page 5 of 7 claim form we provide to you. We will cancel the lesser of (i) an amount equal to the outstanding balance on your Account as of the date of Loss of Life - Accidental Causes; or (ii) \$7,500.

c. Exclusions: You are not eligible to activate benefits for Loss of Life - Accidental Causes if your death results from (i) suicide; (ii) intentionally self-inflicted injury; (iii) disease, treatment of disease, or any medical treatment (unless for the treatment of accidental injury); (iv) infection (unless direct result of the accidental injury); (v) your participation in a riot or commission of an assault or felony; or (vi) dishonest, fraudulent, or criminal act (direct or indirect).

B. EVENTS THAT ARE COVERED FOR THOSE AGE 65 OR LESS

In addition to the types of protection listed above in Section V(A)(1-3), you are covered for:

1. DISABILITY

a. Definition: "Disability" means that (i) due to illness or accidental bodily injury not specifically excluded, you become and remain unable to physically perform the major duties of the occupation held at the time of Disability; (ii) you are not working for wages or profit during the Disability; (iii) you are under the continuous care of a licensed physician, licensed chiropractor, or other licensed health care practitioner (other than yourself); and (iv) you have been disabled longer than thirty (30) consecutive days.

b. Qualification: You must be employed on a full-time basis (thirty (30) hours or more per week) for wages or profit on a continuous basis during the three (3) month period immediately preceding the date of Disability. If you retire or become unemployed after the Enrollment Date and do not meet the actively-at-work requirement, you will not be eligible for Disability benefits. You must send us satisfactory proof of your Disability as stated in the claim form we provide to you; which may include a written statement from the licensed treating physician, licensed treating chiropractor, or other licensed health care practitioner (other than yourself). As long as you qualify for Disability benefits, we will credit your Account with a Monthly Benefit Amount up to six (6) months per occurrence. Monthly Benefit Payments will stop when the maximum benefit period is reached or when you return to work. You may be re-eligible for Disability benefits due to a new occurrence after you have returned to work for at least thirty (30) consecutive days.

c. Exclusions: You are not eligible to activate benefits if your Disability is due to (i) pregnancy or childbirth; (ii) pre-existing condition; (iii) intentionally self-inflicted injury; (iv) your participation in a riot or commission of an assault, battery, or felony; or (v) any dishonest, fraudulent, or criminal act, whether the Disability results directly or indirectly from such act. Benefits will not be provided if the Disability occurs within ninety (90) days after enrollment.

2. INVOLUNTARY UNEMPLOYMENT

a. Definition: "Involuntary Unemployment" means that you suffer an entire loss of salary for at least thirty (30) consecutive days due to (i) involuntary termination of your employment; (ii) general strike; (iii) an individual or mass layoff; (iv) a unionized labor dispute or lockout.

b. Qualification: You must be employed by someone other than yourself or another member of your household on a full-time basis (thirty (30) hours or more per week) for wages or profit on a continuous basis during the threemonth period immediately preceding the date of Involuntary Unemployment. You must send us satisfactory proof of your Involuntary Unemployment as stated in the claim form we provide to you; which may include the following requirements: (i) you must register with a recognized employment agency or state unemployment office within fifteen (15) days of your first day of unemployment, (ii) you must provide a copy of your unemployment benefit check stub or benefit statement as proof; (iii) in the event of a strike, labor dispute, or lockout, you must have a union representative or designated individual sign a form specifying the situation involving the unemployment. If you are receiving severance pay, you are not eligible for benefits until your severance period ends. As long as you qualify for Involuntary Unemployment benefits, we may credit your Account with a Monthly Benefit Amount up to six (6) months per occurrence. Monthly Benefit Payments will stop when the maximum benefit period is reached or when you return to work. You may be re-eligible for Involuntary Unemployment benefits due to a new occurrence after you have returned to work for at least thirty (30) consecutive days.

c. Exclusions: You are not eligible to activate benefits if your unemployment is due to: (i) voluntary forfeiture of employment, salary, wages, or employment income; (ii) resignation; (iii) retirement; (iv) disability caused by illness or accidental bodily injury, disease, pregnancy, or childbirth; (v) termination as a result of willful misconduct (a transgression of some established and definite rule of action, a forbidden act or omission, or an act or omission involving dishonesty, or a dereliction of duty, active or passive, which is willful in character and beyond simple negligence) or criminal misconduct (unlawful behavior as determined by Local, State or Federal law); (vi) dishonest, fraudulent, or criminal act (direct or indirect); (vii) circumstances known by you prior to the Enrollment Date; or (viii) seasonal employment, business failure if self-employed, or a severing of an independent contractor relationship. Benefits will not be provided if the Involuntary Unemployment occurs within ninety (90) days after enrollment.

3. FAMILY LEAVE

a. Definition: "Family Leave" means an employer-approved absence by you for at least thirty (30) consecutive days from full-time employment (thirty (30) hours or more per week) without pay for care due to illness or accidental bodily injury of an immediate family member. "Immediate Family Members" means your children (natural, adopted, or that you are legal guardian of), spouse, parents or legal guardians ("parents" does not include parents-in-law).

b. Qualification: You must be employed on a full-time basis (thirty (30) hours or more per week) for wages or profit in non-seasonal occupation during the three (3) month period immediately preceding employer-approved unpaid Family Leave. You must send us satisfactory proof of Family Leave as stated in the claim form we provide to you; which may include a written statement from your employer that the unpaid leave is being taken. As long as you qualify for Family Leave benefits, we will credit your Account with the Monthly Benefit Amount up to six (6) months per occurrence. Monthly Benefit Payments will stop when the maximum benefit period is reached or when you return to work. You may be re-eligible for Family Leave benefits due to a new occurrence after you have returned to work for at least thirty (30) consecutive days.

c. Exclusions: You are not eligible to activate benefits for Family Leave due to unpaid leave that is due to voluntary resignation or retirement. You are not eligible to activate benefits for Family Leave if you are an independent contractor (a person who operates an independent business and who is not subject to the immediate direction and control of an employer), self-employed or a seasonal worker (where the customary period of employment is less than 1,000 hours during a calendar year). Benefits will not be provided if the Family Leave occurs within ninety (90) days after enrollment.

C. EVENTS THAT ARE COVERED FOR THOSE AGE 66 OR OVER

In addition to the types of protection listed above in Section V(A)(1-3), you are covered for:

1. HOSPITALIZATION

a. Definition: "Hospitalization" means that you are admitted to a Hospital for at least two (2) consecutive nights in one (1) calendar month. A "hospital" is a primary care facility operated pursuant to law. The hospital must provide treatment facilities for emergency, medical, and surgical services. The hospital must provide twenty-four (24) hour nursing services by or under the supervision of a registered nurse on duty or call, and be supervised by a staff of one (1) or more physicians or licensed practitioners. A hospital must also maintain on its premises the patient's written history and medical records.

b. Qualifications: You must send us satisfactory proof of your Hospitalization as stated in the claim form we provide to you; which may include a written statement from your licensed treating physician or licensed treating practitioner who verifies your hospital stay. As long as you qualify for Hospitalization benefits, we may credit your Account with a Monthly Benefit Amount for each month you are eligible for a Hospitalization benefit up to six (6) months per occurrence.

c. Exclusions: You are not eligible to activate benefits if your Hospitalization is due to (a) pregnancy or childbirth; or (b) intentionally self-inflicted injury. Benefits will not be provided if the Hospitalization occurs within ninety (90) days after enrollment.

2. SKILLED NURSING CARE

a. Definition: "Skilled Nursing Care" is considered to be a stay of thirty (30) consecutive days in a skilled nursing facility. A "Skilled Nursing Care Facility" is engaged in primarily providing ongoing care and related services to a least ten (10) inpatients in one location. A Skilled Nursing Care Facility is a facility that provides twenty-four (24) hour-per-day care and services under the direction of a physician or licensed practitioner, with care supervised by CommerceBank-DPA-GE-CC-Basic-20090701 Page 7 of 7 a registered nurse. Skilled Nursing Care facilities include convalescent homes, nursing homes, psychiatric facilities, drug/alcohol treatment centers, and hospice care facilities.

b. Qualification: You must send us satisfactory proof of your Skilled Nursing Care as indicated in the claim form we provide to you; which may include discharge records, bills, or other skilled nursing facility records verifying your stay for at least thirty (30) consecutive days. As long as you qualify for Skilled Nursing Care benefits, we may credit your Account with the Monthly Benefit Amount up to six (6) months per occurrence.

c. Exclusions: You are not eligible to activate benefits if your requirement for Skilled Nursing Care is due to (i) pre-existing condition; (iii) intentionally self-inflicted injury; (iv) use of alcohol or other intoxicants; or (v) use of drugs, sedatives, or narcotics unless a physician prescribes. Benefits will not be provided if the Skilled Nursing Care occurs within ninety (90) days after enrollment.

You can obtain answers to specific questions about Commerce Credit ProtectionSM by calling 1-866-212-1750.