

FAMILY LINE OF CREDIT AGREEMENT

This Agreement, along with the Account Opening Disclosure, which is fully incorporated into this Agreement by reference, is for your Account with Commerce Bank and the Convenience Checks which have been given to you in connection with your Account. "You" and "your" mean any applicant for the Account and any person using the Account with the expressed or implied permission of any of the applicants. Any person whose name appears on the Account consents, either by using or permitting another to use the Account, to all provisions of this Agreement. "We", "us" and "our" means Commerce Bank, our successors and assigns.

Each Account you have with us is separate from any others you have with us, and Interest Charges will be charged on each Account's balance at the APR given with each Line of Credit Agreement. Each individual Account will be designated by an individual Account number.

In this Agreement:

Account is your Family Line of credit account.

APR is Annual Percentage Rate. For Accounts with a variable rate, APR is equal to the sum of the Prime Rate plus the margin disclosed in the Account Opening Disclosure.

Business Days are Monday through Friday. Federal holidays are not included.

Cash Advance includes:

- **Balance Transfer** is an advance made when transferring a balance from another creditor to your Account.
- **Convenience Check** is a check used to make a Cash Advance on your Account.
- **Interest Charges** (as defined below) related to Balance Transfers and Convenience Checks.

Charges are costs imposed in accordance with this Agreement and include both interest and Fees.

Daily Balance is determined, for each day in the billing cycle, by taking the beginning balance, adding any new transactions or other debits, and subtracting any payments or other credits.

Daily Periodic Rate is the current APR divided by 365.

Fees are non-interest Charges.

Installment Draw is any Cash Advance in the amount of \$1,000 or greater.

Interest Charges are the portion of Charges attributed to periodic interest rates.

Non-Installment Draw is any Cash Advance of less than \$1,000.

Penalty Rate is the Penalty APR disclosed in the Account Opening Disclosure.

Prime Rate is the U.S. Prime Rate published in *The Wall Street Journal* in its column called "Money Rates" on the last Business Day of each month.

Promotional Balance is the balance subject to the Promotional Rate. Balances subject to Introductory Rates are included.

Promotional Rate is a rate other than the standard rate, tied to a special offering. A Promotional Rate offered when you open your Account may be called an Introductory Rate.

Purchases are Fees and Interest Charges on Fees.

Revolving Balance is your total Account balance minus the sum of the balances of all of the Installment Draws outstanding (*i.e.* the sum of all of: (i) the Cash Advances that were not Installment Draws; (ii) the unpaid Charges; and (iii) the unpaid Minimum Installment Draw Payments).

Simple Interest is computed on a 365/365 basis; that is, by applying the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.

Statement is your periodic billing statement.

ACCOUNT DESCRIPTION

We will grant you a line of credit with a maximum dollar limit as determined by us. This limit will be indicated on your Statement. Subject to the terms of this Agreement, you may use your Account to make and obtain Cash Advances, including Installment Draws, that do not exceed your available line of credit. Should your Cash Advances ever exceed your credit limit, we reserve the right to terminate this Agreement and demand that you destroy your Convenience Checks. We can increase or decrease your credit limit at any time without prior notice or liability. A change to your credit limit will not affect your obligation to pay us.

We may decline, at any time in our sole discretion, an authorization request for any transaction for any reason, included but not limited to:

- operational considerations
- Account default
- suspected fraudulent or unlawful activity

You will not use your Account for any purpose that has been deemed illegal. We reserve the right to deny authorization requests from online gambling

merchants, whether or not online gambling is illegal in the state in which you reside.

We are not responsible for any losses or damages, including consequential damages, if a transaction on your Account is declined, either by us or a third party, even if you have sufficient credit available.

INSTALLMENT DRAW

Not available on lines of less than \$1,000. Your Account has an installment feature, which allows you to make Installment Draws on the Account. You may make multiple Installment Draws and the Account may have multiple Installment Draws outstanding at any one time. The number of Installment Draws which may be outstanding at any time will depend upon the maximum dollar limit of the account, the available line of credit, and how quickly the Account balance is repaid. Cash Advances in amounts less than \$1,000 are included in the Revolving Balance.

As part of the installment feature on the Account, each month (in addition to the required minimum monthly payment due on the outstanding Revolving Balance as calculated in the "Payment Options" section below) a required minimum monthly installment payment is due for each Installment Draw (each, a "Minimum Installment Draw Payment"). Each Minimum Installment Draw Payment will be calculated over 24 months at the Cash Advance APR in effect *at the time of the draw*. The APR may increase over the course of the Installment Draw repayment period. The reasons the APR could increase are, but are not limited to, the expiration of a Promotional Rate, an increase in the Prime Rate, or the implementation of the Penalty Rate. If you fail to make a Minimum Installment Draw Payment when due, the amount of the Minimum Installment Draw Payment will be considered past due and will be transferred to the Revolving Balance.

The Minimum Installment Draw Payment remains the same for the first 23 months. Your final payment may vary and will be for all outstanding principal and all accrued interest not yet paid.

NON-INSTALLMENT DRAW

In addition to Installment Draws, you may obtain Cash Advances in the amount of less than \$1,000. There is no limit on the number of Cash Advances under \$1,000 you may make, so long as your

Account balance does not exceed the available line of credit. Any such Cash Advances will become part of the Revolving Balance, repayable in accordance with the "Payment Options" section below.

CONVENIENCE CHECKS

We will not be liable or responsible for anyone's refusal to honor your Convenience Checks. Convenience Checks are not valid outside the United States and its territories. Your Convenience Checks are Commerce Bank property.

PROMISE TO PAY

You promise to pay for all Cash Advances, including Charges, made by you through the use of the Account. In addition, you promise not to authorize anyone else to use the Account for any reason. In the event that you do authorize someone else to use the Account, you and the authorized person shall be jointly and severally responsible for the entire Account balance regardless of which of you use the Account.

BILLING STATEMENTS

Approximately once a month, you will receive a Statement. On average, your payment is due within 25 days from the date of the Statement (payment due date).

PAYMENT OPTIONS

You may pay the entire balance shown on your Statement each month or you may pay over time. If you decide to pay over time, you must pay at least the minimum payment on your Statement, which includes the sum of all of the Minimum Installment Draw Payments, **plus** the greater of:

- \$30.00 or the full amount of your Revolving Balance if it is less than \$30.00; or
- 1.00% of your new Revolving Balance plus any amounts that are past due, plus Fees and Interest Charges accumulated during the billing cycle.

When a payment is posted to your Account, we reserve the right to restrict or delay all or part of the available credit created by the payment. The restriction or delay of the available credit is for risk management or other related purposes, including but not limited to protection against actual or potential fraudulent activities or unauthorized transactions.

BALANCE ON WHICH INTEREST CHARGE IS CALCULATED

If you accrue any Interest Charge on your Account at a variable rate, that rate will be calculated by adding a margin to the Prime Rate. **Please see the ACCOUNT OPENING DISCLOSURE for specific information regarding the APRs used to compute your Interest Charges.**

Installment Balance

We calculate your balance based on each cash advance of \$1,000 or more minus monthly principal payments. Interest on your balance will be calculated on the actual number of days principal is outstanding on the basis of a 365-day year.

Non-Installment Balance

We calculate your Daily Balance for each day in the billing cycle by taking your beginning balance, adding any new transactions or other debits, and subtracting any payments or other credits. We multiply the Daily Balance by the Daily Periodic Rate to get your Interest Charges for that day. We do this for all days on which you have a balance owing on the Account, disregarding any credit balance, for the billing cycle.

For both the Installment Balance and Non-Installment Balance we add all the daily Interest Charges and round the sum to the next highest cent to get your total Interest Charges for that billing cycle. We do this calculation separately for each type of balance.

The Prime Rate used to determine the APR on your Account is the U.S. Prime Rate published in *The Wall Street Journal* in its column called "Money Rates" on the last Business Day of each month. There is no ceiling on the applicable APR. Although each Daily Periodic Rate is determined by an index published prior to the first day of each calendar month, the respective Daily Periodic Rate will only become effective and charged as of the first day of the monthly billing period following the respective calendar month in which the index is so published. No representation is made that the U.S. Prime Rate is the lowest, the best or the favored rate of interest. If for any reason *The Wall Street Journal* no longer publishes the "Money Rates" column, then we will choose a new index based on comparable information. An increase in the Prime Rate will cause your interest rate to increase and may cause your minimum monthly payment to increase.

INTEREST CHARGE COMPUTATION

Interest Charges begin to accrue on the transaction date, provided such date will never be later than the date the transaction or Fee is posted to the Account or earlier than the first day of the billing cycle for the Statement on which such transaction or Fee is shown.

TOTAL INTEREST CHARGE COMPUTATION

We add Interest Charges for each type of balance to obtain your total Interest Charge for each billing cycle.

PENALTY RATE AND WHEN IT APPLIES

If at any time we have not received the required minimum monthly payment within 60 days of the respective payment due date, we may increase the applicable APR to the Penalty Rate. **Please see the ACCOUNT OPENING DISCLOSURE for information regarding the Penalty Rate for your Account.** The Account may be eligible for your standard Daily Periodic Rates and corresponding APR for each type of balance after you have met the terms of this Agreement for six consecutive billing cycles after the monthly Statement on which the Penalty APR first appears. Otherwise, the Penalty Rate may apply indefinitely.

TERMINATION OF INTRODUCTORY OR PROMOTIONAL RATES

If during an Introductory or Promotional Rate period, we have not received the required minimum monthly payment within 60 days of the respective payment due date, we may increase the applicable APR to the Penalty APR. Introductory and/or Promotional Rates will not be reinstated.

FEES

Please see the ACCOUNT OPENING DISCLOSURE for information regarding the specific Fees that may be charged to your Account.

Minimum Interest Charge And Penalty Fees Minimum Interest Charge

A minimum Interest Charge will be imposed in any billing cycle for which an Interest Charge is payable, and will appear on your Statement as a Fee.

Late Payment Fee

For each minimum payment not received by the 15th day following the payment due date, we may charge a Late Payment Fee.

Returned Payment Fee

A Returned Payment Fee will be added to your Account for each check or other form of payment sent to us which is returned unpaid.

Other Fees**Convenience Checks And Document Copy Fees**

Fees for copies of Convenience Checks, Statements or other documents related to your Account may be billed on your Account as Purchases in accordance with the fee schedule established by us from time to time. No charge will be made for copy requests related to billing error resolution within 60 days of the disputed transaction.

TOTAL FEE COMPUTATION

We add all Fees assessed to obtain your total Fees for each billing cycle.

CANCELLATION

To the extent permitted by law, Commerce Bank may cancel your Account or refuse to allow further transactions against your Account (whether or not you are in default of any part of this Agreement). Cancellation of your Account will not affect your liability to us for credit we have extended to you, including amounts not yet billed to your Account. We may cancel your Account without prior notice or liability. If we do so, you must surrender or destroy the Convenience Checks.

CONDITIONS OF DEFAULT

We may consider you to be in default if we do not receive a required payment when due, including the minimum payment by the date shown on your Statement; you fail to comply with the terms of this Agreement; you make any false or misleading statements or omissions on your application; you file a bankruptcy petition or have one filed against you; we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time including, but not limited to, your failure to make any payment to us on any other indebtedness or loan; you are declared incompetent by a court or a court appoints a guardian/conservator for you or your assets; you die.

If we consider your Account to be in default, we may close your account without notice and require you to pay the balance in a manner permitted by law (subject to applicable law regarding notice or right to cure). To the extent permitted by law, if you are in default you will pay our collection costs,

attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement.

ALLOCATION OF PAYMENTS

We will apply payments first to Interest Charges and principal due on the Minimum Installment Draw Payment. We will then allocate your payments to outstanding Interest Charges and Fees due on the Revolving Balance. Then, we will allocate your payments to the Revolving Balance. Then, and only then, we will apply any remaining payments to the Installment principal Balance.

RECEIPT OF PAYMENTS

Payments by mail, consistent with these payment requirements, received before 5 p.m. CT at the address shown on your Statement on any of our regular Business Days will be posted as of the date of receipt. Payments, consistent with these payment requirements, made in person before the close of business to an employee at a Commerce branch will be posted as of date of receipt. Payments mailed to the address shown or made in person at a branch must be accompanied by the Account number or payment stub, and in the form of a check or money order in U. S. Dollars drawn on a U. S. financial institution. Do not send cash through the mail. A delay in crediting the payment to your Account may occur if the payment does not meet these requirements for making payments. In no case shall such delay exceed five days from receipt of such payment.

The cutoff time for payments made on any of our regular Business Days through Commerce as transfers from your Commerce deposit account are as follows: Commerce ATM, 7 p.m. CT; Commerce Online Banking, including Mobile Banking, 7 p.m. CT; Commerce Account Information Line, 7 p.m. CT; Commerce BankCards Online, 11 p.m. CT; Commerce Collections Department, 11 p.m. CT. A payment made through Commerce Online Bill Pay will be posted on the Pay Date.

Payments by mail, consistent with these payment requirements, received after the respective cutoff time will be posted no later than the next Business Day. Payments made by a third-party payor, will be posted as of the date we receive the payment.

When the due date falls on a weekend or federal holiday, payments by mail, consistent with these

payment requirements, received on the next Business Day will not be considered late.

We may accept late payments, partial payments or checks and money orders (or accompanying written communication) containing a statement to the effect that the instrument was tendered as "payment in full," full satisfaction of a disputed claim or other similar language without losing any rights under this Agreement or under the law. All such payments or written communications must be mailed to: Commerce Bank, P.O. Box 410857, Kansas City, MO 64141-1857.

CHANGE OF TERMS

Provided the Account is meeting the terms of this Agreement: (1) We will not increase an Introductory or Promotional APR during any Introductory Promotional Rate period unless a Penalty Rate applies; and (2) We will not increase any APR for 12 months following account opening, except for increases due to the expiration of an Introductory or Promotional Rate period, if any; changes in the Prime Rate; application of a Penalty Rate; completion or failure of a temporary hardship arrangement; or the end of military service to which the provision of the Servicemembers Civil Relief Act (SCRA) apply. Otherwise, we may change the terms of the Agreement at any time, after notice if required by applicable law. To the extent permitted by applicable law, the new terms will affect all outstanding balances.

CHANGE OF ADDRESS

You agree to notify us immediately if you change your address.

PERMISSION TO CONTACT

You agree, in order for us to service your Account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your Account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any telephone number or email address you provide to us. You consent and acknowledge that methods of contact may include using pre-recorded/artificial voice message and/or use of an automatic dialing device, as applicable. You further consent and agree that we may listen to and/or record phone calls between you and us without additional notice to you, including but not

limited to calls we make to service your Account or collect debt(s).

ACCOUNT INFORMATION

Commerce Bank may share your Account experience and transaction information with its Affiliates, which are members of the Commerce Corporate family as defined in your Privacy Policy Notice. Unless you call 1-800-543-4845, you agree that Commerce Bank and its Affiliates may also share other information about you or your Account.

You must notify us immediately at **Commerce Bank, P.O. Box 411036, Kansas City, MO 64141-1036**, if you believe any information we reported to a credit reporting agency is inaccurate.

SECURITY INTEREST

Collateral securing other loans with us may also secure this indebtedness.

ELECTRONIC RECORDS

You agree that this document and all paper records related to the transaction with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, your receipt of this document may, at our option, be converted by any digital or electronic method or process to an electronic record. You further agree that upon conversion to an electronic record such electronic record shall be the record of the transaction and shall have the same force and effect as the paper documents from which it was converted. You waive any legal requirement that such documents be embodied, stored or reproduced in a tangible media and further agree that a reproduction of the electronic record shall be given the same legal force and effect as the electronic record. In addition, you agree that upon conversion to an electronic record the paper documents will be destroyed.

APPLICABLE LAW

Commerce Bank is a state-chartered bank and trust company located in Missouri. This Agreement shall be governed by the law of the United States and, to the extent state law applies, the law of the State of Missouri to the fullest extent permitted by law. The laws of the State of Missouri apply to the provisions of this Agreement relating to interest and related fees, without regard to where you reside.

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 there is an error on your Statement, write to us at:

Commerce Bank

P.O. Box 411036, Kansas City, MO 64141-1036. You may also send us this information **via fax at 1-816-234-2811**

In your letter, 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.

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:

- If we made a mistake: You will not have to pay the amount in question or any Interest Charges or other Fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable Interest Charges 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.

LIABILITY FOR UNAUTHORIZED USE

If your name appears on the Account associated with this Agreement, then by using or permitting another to use the Account, you agree to all the provisions of this Agreement, including, but not limited to your promise to pay. You will not be liable for unauthorized use that occurs after you notify Commerce Bank orally or in writing. Notification of loss, theft or possible unauthorized use may be mailed to **Commerce Bank, P.O. Box 411036, Kansas City, MO 64141-1036**, or you may call **1-800-645-2103**.