Important Information about your MasterCard® Gold Card

Effective Date: December 1, 2015

CARDHOLDER AGREEMENT

PRICING AGREEMENT

INTEREST RATES & INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases and Balance Transfers	**26.25%** This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**28.25%** This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	**29.24%** This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you make a late payment. **How Long Will the Penalty APR Apply?** If your APRs are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date of each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.50
For Credit Card tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: **http://www.consumerfinance.gov/learnmore/**

FEES	
Annual Fee	**$39.00**
Transaction Fees	
• **Balance Transfer**	Either **$10** or **3%** of the amount of each transfer, whichever is greater.
• **Cash Advance and Convenience Checks**	Either **$10** or **4%** of the amount of each cash advance and convenience check, whichever is greater.
• **Foreign Transaction**	
º **International transaction fee**	**3%** of the transaction amount in U.S. dollars.
Penalty Fees	
• **Late Payment**	Up to **$10.00**
• **Returned Payment**	Up to **$30.00**

How We Will Calculate Your Balance: We use a method called "average daily balance (including current transactions)." See *Balance Computation Method* within the Pricing Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

1. **Terminology.** For purposes of this Pricing Agreement, and the Account Agreement, (collectively referred to as the “Cardholder Agreement”) each Account Holder/Cardholder is referred to as “cardholder” or "you", whether one or more, and First Interstate Bank is referred to as “Bank,” "Issuer," "us," or "we".

2. **Interest Rates.**

   a. **Periodic Rate and Annual Percentage Rate.** The Annual Percentage Rate corresponds to a Periodic Rate. The Annual Percentage Rate is equal to the Periodic Rate multiplied by 12 and the Periodic Rate is equal to the Annual Percentage Rate divided by 12. Rates other than the introductory rate vary with the market based on the Prime Rate as described further below.

   b. **Purchases and Balance Transfers.** The Periodic Rate for subsequent Purchases and Balance Transfers and all existing balances related to Purchases and Balance Transfers shall be 2.19% per month, corresponding to an Annual Percentage Rate 26.25%. The Periodic Rate and corresponding Annual Percentage Rate for Purchases and Balance Transfers varies with the Prime Rate (defined below) and therefore may decrease or increase as the Prime Rate varies. The Annual Percentage Rate for Purchases and Balance Transfers is determined monthly on the first day of the billing cycle by adding 23 percentage points to the Prime Rate.

   c. **Cash Advances.** The Periodic Rate for Cash Advances is 2.35% per month, corresponding to an Annual Percentage Rate of 28.25%. The Periodic Rate and corresponding Annual Percentage Rate for Cash Advances varies with the Prime Rate (defined below) and therefore may decrease or increase as the Prime Rate varies. The Annual Percentage Rate for Cash Advances is determined monthly on the first day of the billing cycle by adding 25 percentage points to the Prime Rate.

   d. **Penalty Rate.** The penalty Annual Percentage Rate will apply if a required payment is one time delinquent over sixty (60) days. The Periodic Rate that will apply as a penalty to all balances is 2.44% per month, corresponding to an Annual Percentage Rate of 29.24%. The Periodic Rate and Annual Percentage Rate applicable as a penalty varies with the Prime Rate and therefore may decrease or increase as the Prime Rate varies. The Annual Percentage Rate applicable as a penalty is determined monthly on the first day of the billing cycle by adding 25.99 percentage points to the Prime Rate.

   e. **Prime Rate.** The Prime Rate used for every adjustment referenced above is the highest "U.S. prime rate" as published in the "Money Rates" section of *The Wall Street Journal* on the first publication day of the month in the month preceding the change.

   f. **Billing Cycle.** Each monthly statement reflects a billing cycle. A billing cycle is a time period that ends on a closing date determined by us and begins on the day after the closing date of the previous billing cycle.

3. **Balance Computation Method.** As indicated above, we use a method called "average daily balance (including current transactions)" to calculate your balance. We figure the interest charge on your Account by applying the Periodic Rate to the "average daily balance" of your Account. To get the "average daily balance" we take the beginning balance of your Account each day, add any new purchases and advances, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

4. **Minimum Payment.** The minimum payment required is the New Balance shown on your statement if the amount is equal to or less than $20.00. If the New Balance shown on your statement exceeds $20.00, the minimum payment is 3.00% of that portion of the New Balance which does not exceed your credit limit (rounded to the nearest dollar), or $20.00, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due.

5. **Balance Transfer, Cash Advance and Convenience Check Fees.** A Balance Transfer Fee of either $10 or 3.00% of the amount of each transfer, whichever is greater, will apply. A Cash Advance Fee of either $10.00 or 4.00% of the amount of each cash advance, whichever is greater, will apply if you obtain funds through an automated teller machine (ATM) or a financial institution, make a wire transfer or obtain a money order. A Convenience Check Fee of either $10.00 or 4.00% of the amount for each convenience check will apply. We will begin charging interest on Balance Transfers, Cash Advances and Convenience Checks on the transaction date.

6. **Foreign Transactions.** If you make a purchase or cash advance in foreign currency, the transaction will be converted into U.S. Dollars by MasterCard®. The exchange rate applied to such transactions is applied on the date that the transaction is processed and is either (i) a wholesale exchange rate selected by MasterCard®, or (ii) a government-mandated rate. The exchange rate used on the processing date may differ from the rate that would have been used on the transaction date or the Credit Card statement posting date. In addition to the exchange rate, we will charge the applicable international transaction fee.

7. **Late Payment Penalty Fee.** If the minimum required payment is not received within ten (10) days after the payment due date, the late payment penalty fee will be imposed.

8. **Balance Transfers.** Balance Transfers are subject to the Balance Transfer Fee disclosed in the Pricing Agreement. We will evaluate your Balance

Transfer requests upon receipt. The total amount of your requests, including fees and interest charges, cannot exceed your available credit. If your Balance Transfer requests exceed your credit limit, we may either decline your Balance Transfer request or send less than the full amount requested to the designated payees. Each Balance Transfer will reduce your available credit just like any other transaction. It may take up to three weeks to process your Balance Transfer(s), so you may still need to make payments to your other accounts to keep them current. We will not process any Balance Transfer requests for any other account or loan that is issued by us.

9. **Expedited Credit Card Production and Delivery Charge.** Upon request, we will rush your Credit Card and charge you a one-time fee of $28.50.

10. **Expedited Payment Fee.** You may be charged a convenience fee of up to $15.00 to make an expedited payment over the phone with the assistance of a live customer service representative.

11. **Research Charges.** We will charge $20 per hour, $10.00 minimum per project and $1.00 per Credit Card statement.

12. **Security Interests.** If you have other loans or credit extensions from us, or take out other loans or credit extensions with us in the future, collateral securing those loans or credit extensions may also secure your obligations under this Cardholder Agreement. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this Cardholder Agreement even if we have, or later acquire, a security interest in the household goods or a mortgage on the dwelling. If you have executed a written agreement granting a security interest in any deposit accounts (certificates of deposit or checking, savings, or share accounts) or other funds held by us to secure your obligations under this Credit Card plan, such accounts and/or funds are additional security for your obligations to us arising from the use of your Credit Card.

ACCOUNT AGREEMENT – TERMS GOVERNING THE USE OF YOUR CREDIT CARD

By signing or using the Credit Card to be issued by us, you acknowledge receipt of the Cardholder Agreement and agree with us as follows:

1. Credit Card Use. You may use your Credit Card to purchase goods and services ("Purchases") from participating merchants.

2. Promise to Pay. You shall be liable and agree to pay us for Purchases made by, or for Cash Advances extended to, you or anyone else using such Credit Card unless the use of such Credit Card is by a person other than you (a) who does not have actual, implied or apparent authority for such use, and (b) from which you received no benefit. Additionally, you shall be jointly and severally liable and agree to pay for all Purchases and Cash Advances obtained through the use of any other Credit Card bearing your Account number that has been issued to another person by reason of such person being a member of your family, or otherwise issued upon your request (all such Credit Cards bearing your Account number are herein collectively called "Related Credit Cards").

3. Annual Fee. You agree to pay to us an annual fee (if and as stated in the Pricing Agreement Disclosures) for participation in our Credit Card plan. Such annual fee shall be imposed whether or not you use the Credit Card to obtain Purchases and Cash Advances. The annual fee shall be charged to your Account each year in the month of our choice. The annual fee is not refundable in the event of termination of the Account by either you or us unless otherwise provided for by law.

4. Our Right to Cancel Your Account. We can cancel your Account at any time, or reduce the amount of your credit line, without notice to you, except in those situations where notice is required by law. If we cancel your Account, you agree to destroy all Credit Cards issued on your Account by cutting them in half and returning them to us. You will continue to be responsible for full payment of the balance on your Account and all charges to your Account, including those not yet received by us, as well as subsequent interest and other charges. Each Credit Card is our property, and you agree that the Credit Cards are not transferable and to surrender any Credit Card upon demand.

5. Credit Limit. You shall not use the Credit Card or permit the use of Related Credit Cards to obtain Purchases or Cash Advances which will increase your indebtedness to us to an amount in excess of the limit established by us.

6. Credit Card Acceptance. All Purchases and Cash Advances are subject to the approval of the Seller and Cash Advancing Bank, respectively, and we shall not be responsible for refusal by any Seller or Cash Advancing Bank to honor the Credit Card or any Related Credit Card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to us, which shall be shown as a credit on your Account statement with us.

7. Statements. We will send to you, at monthly intervals determined by us, a statement reflecting for the prior monthly period all Credit Card and Related Credit Card transactions. Such statement shall be deemed correct and accepted by you and all holders of Related Credit Cards unless we are notified to the contrary in writing within 60 days of mailing of such statement. You will pay such statement by remitting to us within 25 days of the closing date reflected on the statement either the full amount billed or, at your option, an installment equal to at least the required minimum payment stated above.

8. Interest. Interest on Balance Transfers, Cash Advances and Purchases will be charged in accordance with the calculation method referred to in the Pricing Agreement. The rate of interest shall be established by us from time to time, but shall never exceed the maximum rate permitted by law.

9. Default, Acceleration and Security. You will be in default, and we may, without notifying you, temporarily suspend your credit, close your Account, cancel all Credit Cards issued on it and require immediate payment of your entire balance if any of the following occurs:

   a. You fail to make a payment when it is due.

   b. You do not follow the terms of this Agreement in any way.

   c. You have made a false or misleading statement on the application for your Account.

   d. You fail to pay any other loan you owe us.

   e. You become insolvent or die.

   f. There is an attachment, execution or levy against your property or you make an assignment for the benefit of creditors.

   g. A bankruptcy is filed by or against you or your spouse.

   h. A guardian, conservator, receiver, custodian or trustee is appointed for you.

   i. You are generally not paying your debts as they become due.

   j. There has been a material adverse change in your financial standing.

   You agree to pay all costs incurred by us in collecting our indebtedness or in enforcing this Cardholder Agreement, including reasonable attorney's and paralegal fees and also those costs, expenses and attorney's and paralegal fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

10. Closing Your Account. You may close your Account at any time. If you close your Account, in order to avoid the accrual of interest and other fees, you must immediately pay everything you owe us, including any amounts owed but not yet billed. If you do not pay, the Account will continue to accrue interest and other fees, and will remain subject to all the terms and conditions of this Cardholder Agreement. Upon closing the Account, you also agree to destroy all Credit Card(s) and any unused Convenience Checks. If you close your Account, Credit Cards or Convenience Checks may not be used.

11. Change in Terms of Your Account. We can change any terms of your Account at any time. We will provide you with such notice as is required by law by mailing a notice to you at the latest address shown in our records.

12. Notification of Changes. You agree to notify us within 20 days of any change in name, mailing address, telephone number or place of employment.

13. Governing Law. Except to the extent that Federal law is applicable, the validity, construction and enforcement of this Cardholder Agreement and all matters arising out of the issuance and use of the Credit Card and your Account shall be governed by and interpreted in accordance with the laws of the State of Montana regardless of where you may reside or use your Account.

14. Liability for Unauthorized Credit Card Use/Lost or Stolen Credit Card. If you notice the loss or theft of your Credit Card or possible unauthorized use of your Credit Card, you should write to us immediately at:

    First Interstate Bank
    Payment Services
    P. O. Box 30918
    Billings, MT 59116-0918
    Or call us at (866) 839-3485

    You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for any unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50.00.

    You agree to notify us immediately if your Credit Card is ever lost or stolen or if any unauthorized use may have occurred. You agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your Credit Card and to comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

15. Telephone Monitoring. You agree that we and our agents or service companies may monitor and/or record any telephone communications with you or any cardholder.

16. Payments. Payments must be made to us in U.S. Dollars drawn on a U.S. bank. Subject to applicable law, payments may be applied to what you owe us in any manner we choose in our sole discretion. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance of our Account.

17. Reevaluation of Credit. We can reinvestigate and reevaluate any information you provided on your credit application at any time, and in the course

of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing. You also acknowledge that we may periodically evaluate your creditworthiness utilizing a credit scoring process. The results of these investigations and evaluations could lead to a reduction or termination of your credit limit, changes in the APR applicable to your Account, or changes in other terms of your Account. As required by law, you will be notified of these changes.

18. Release of Information. You agree that we may release information to others, such as credit bureaus, regarding the status and history of your Account. However, we are not obligated to release any such information to anyone unless we are required by law to do so.

19. Prohibited Transactions. You shall not use the Credit Card for any illegal transaction. In addition, Federal Law, the Unlawful Internet Gambling Enforcement Act of 2006 prohibits commercial customers from conducting transactions related to illegal Internet gambling. As our credit card customer you agree to notify us if your Account is ever used for Internet gambling, even if you believe the activity to be legal. If you do not, we may close your Account.

20. Waivers. If, for any reason, we do not make use of any of our rights under this Cardholder Agreement on a particular occasion, that will not limit our rights in the future in any way.

21. MasterCard® Rules and Regulations. You agree that your Account shall be subject to all applicable rules and regulations of MasterCard® Worldwide, as applicable, as well as all applicable laws. If there is any conflict between the provisions of this Cardholder Agreement and the rules and regulations of MasterCard® Worldwide, the rules and regulations of MasterCard® Worldwide shall control.

YOUR BILLING RIGHTS: KEEP THIS NOTICE 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:

First Interstate Bank
Payment Services
PO Box 30918
Billings, MT 59116-0918

You may also contact us by email at creditcards@fib.com

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 [or electronically]. 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 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 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.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your Credit Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Credit Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Credit Card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

First Interstate Bank
Payment Services
PO Box 30918
Billings, MT 59116-0918

You may also contact us by email at creditcards@fib.com

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Important Notice – Please Read Carefully

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Please contact Payment Services with any questions about this notice at 1-888-833-3454.