

# CARDHOLDER AGREEMENT for The Callaway Bank MasterCard Credit Builder Card Account

## CARDHOLDER AGREEMENT

Please read this Agreement carefully as it governs the use of your Account.

**1. Terms in this Agreement.** "Agreement" means the terms and conditions outlined in this Agreement. "Bank", "we", "our" and/or "us" refer to The Callaway Bank. "You" and "your" mean the person for whom we opened the Account, anyone authorized to use the Account, and anyone who agrees to pay for this Account. "Credit Account" or "Account" means the credit card account we open for you. "Credit Limit" means the maximum amount of credit which may be outstanding at any time on the Credit Account.

**2. Using the Account and Card:** The first time you or someone you authorize uses your Account, or signs or keeps the card we issue to you, you agree to comply with the terms of this Agreement. Any authorized user of the Account agrees to comply with the terms of this Agreement and is jointly responsible with you for his or her use of the Account.

**3. Purchases.** You can use your Account to purchase goods and services at participating merchants, subject to your Credit Limit. We will add the amount of each purchase to a part of your Account we call purchases.

**4. Balance Transfers:** You may transfer balances from other accounts subject to your Credit Limit. Balances you transfer will be treated as purchases for the purpose of this Agreement and will be subject to your standard purchase APR unless a promotional APR applies. Any balance transfer promotional offers will describe the terms and conditions of the offer. Balance transfers may not be used to pay any other accounts or loans you may have with us.

**5. Cash Advances.** You can obtain cash advances, subject to your Credit Limit by using your credit card at a designated automated teller machine (ATM). By using an ATM, with a Personal Identification Number (PIN) that has been issued to you, you can obtain cash advances (loans) up to the limitations described herein, and subject to applicable ATM cash availability and regulations. We add the amount of each cash advance to the part of your account we call cash advances.

**6. Promise to Pay.** You agree to pay all charges, even if you do not present your card or sign for the transaction; charges that other authorized users make on your Account; and charges that additional cardholders make or permit others to make, as well as all interest, and fees according to the terms of this Agreement.

**7. Lost or Stolen Cards.** You agree to notify us immediately if you believe your card is stolen or if you suspect it is being used without your permission. You may be responsible for the unauthorized use of your card unless and until you have notified us orally or in writing. If you believe your card is lost, stolen or being used without your permission, call us toll-free at 1-855-496-8636, 24 hours a day, or 1-800-446-2265 or 1-573-642-3322. Or write to us at Card Services, PO Box 182477, Columbus, OH 43218-2477. Do not use the Card or Account after you have notified us. You will not be responsible for more than \$50 in charges made by anyone who used your card without your permission. We reserve the right to not reinstate lost or stolen accounts.

**8. Additional Cards.** You may request additional cards for individuals you designate as authorized users. If you notify us that someone you have given your card is not authorized to use it any more, we will cancel the card. You will remain responsible for paying the charges they make until the time we cancel the card.

**9. Credit Limit.** We will assign a Credit Limit for your Account and notify you of its amount. Your cash advance limit will be 50% of your Credit Limit. You may request an increase in your Credit Line by written application, or telephone call to us at 1-855-496-8636, 1-800-446-2265, or 1-573-642-3322. We will notify you in writing of a reduction or increase in your Credit Limit.

You agree not to let the unpaid balance on your account exceed the Credit Limit. If your balance exceeds your Credit Limit, we may suspend or close your Account. If your balance exceeds your Credit Limit, you agree to pay the excess amount immediately.

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**10. Billing Statements.** We will mail you a statement every month showing the current transactions on your Account; the remaining credit available under the Credit Limit; the new balances of purchases, cash advances and balance transfers; the interest charge due to date; any other fees; the Minimum Payment due, and date on which payment is due. If you have any questions about your statement, please write to us at Card Services, PO Box 182477, Columbus, OH 43218-2477 or call toll free at 1-855-496-8636 or 1-573-642-3322.

**11. Payments.** Payments should be sent to the address on the payment coupon with your billing statement. If you send a payment to any other address, there may be a delay in crediting it to your account. Payments received by 5:00 p.m. (Eastern Time) will be credited to your account as of the date of receipt if received in readily identifiable form in the specified manner at the specified location. Payments received after 5:00 p.m. (Eastern Time) will be credited to your account as of the next day if received in readily identifiable form in the specified manner and at the specified location. We may restrict your ability to make new charges against that payment amount for up to three days. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement may be subject to delay in crediting, but shall be credited within five days of receipt.

We do not lose any of our rights to collect the full balance if we accept late payments, partial payments or checks or money orders marked "payment in full" or similar language. We may process payments made by check electronically by transmitting the routing number, account number and check serial number to your bank. We may also electronically represent checks that are returned for insufficient or uncollected funds. Credits to your account which result from credits initiated by merchants from whom you purchased goods or services using your card or credits issued by the Bank shall not constitute a payment.

**12. Minimum Payments.** Each month, you must pay at least the Minimum Payment by the payment due date. The payment due date will be no earlier than twenty-five (25) days from the last day of the billing cycle.

Monthly Payment: If your balance is less than \$27, the Monthly Payment is the balance. If your balance is greater than \$27, your Monthly Payment is 3% of the balance or \$27, whichever is greater.

Minimum Payment: We may consider your ability to pay based on the circumstances, but generally the Minimum Payment will be the sum of any past due amounts plus the current Monthly Payment plus any amount over your credit limit.

If you do not pay your Minimum Payment due by the payment due date, you will be billed a Late Fee each month until the account is not past due.

**13. Applying your Payments.** In general, payments will be applied in the following order: unpaid interest, unpaid fees and other charges; and then principal balance. Payments on an account over the Minimum Payment due will be applied to the highest interest rate balance before being applied to other balances. Making payments over your Minimum Payment due does not pre-pay your future minimum payments.

**14. Payment Methods.** All payments must be made in U.S. dollars and drawn on a financial institution located in the United States. Do not send cash through the mail.

**15. Interest Charges.** The Bank calculates the interest charge on your account by multiplying the applicable daily periodic rate to the "Average Daily Balance" of purchases and "Average Daily Balance" of cash advances, and then multiplying the products by the number of days in the billing cycle. The "Average Daily Balance" of purchases and cash advances is calculated separately as follows:

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**Purchases (including Balance Transfers):** To get the "Average Daily Balance," we start with the beginning balance of purchases on your account each day, including billed and unpaid interest charges related to purchases, and add any new purchases and other debit adjustments and subtract any payments or credits. This gives us the daily balance. At the end of each day, we multiply the daily balance by the daily periodic rate, which is the annual percentage rate divided by 365. The result is then added to the daily balance to determine the next day's beginning balance. At the end of the statement period, we add up all the daily balances for the billing cycle and divide by the total number of days in the billing cycle to get the "Average Daily Balance." This method of calculating the "Average Daily Balance" involves daily compounding of interest charges. You can avoid the Interest Charge on purchases by paying the full amount of the unpaid balance each month by the payment due date. There is no minimum interest assessed.

**Cash Advances:** To get the "Average Daily Balance," we start with the beginning balance of cash advances on your account each day, including billed and unpaid interest charges related to cash advances, and add any new advances and other debit adjustments and subtract any payments or credits. This gives us the daily balance. At the end of each day, we multiply the daily balance by the daily periodic rate, which is the annual percentage rate divided by 365. The result is then added to the daily balance to determine the next day's beginning balance. At the end of the statement period, we add up all the daily balances for the billing cycle and divide by the total number of days in the billing cycle to get the "Average Daily Balance." This method of calculating the "Average Daily Balance" involves daily compounding of interest charges. There is no time in which you can pay the balance of cash advances in order to completely avoid interest charges.

**16. Variable Interest Rates.** Your Annual Percentage Rate ("APR") will be adjusted according to the U.S. Prime Rate as published in the "Money Rates" section of The Wall Street Journal as of the last day of the month ("Index"). Index changes will then take effect on the first day of your next billing cycle after the 15<sup>th</sup> day of the month. An increase in the Index will result in an increase to the APRs. There is no maximum APR, but the APRs will never be increased above the maximum rate permitted by law. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of U.S. Prime Rate, the Bank may, in its sole discretion, substitute another index.

We will add a margin to the Index to get the APR that will apply to that category of transaction. The Pricing Addendum to this Agreement contains your margin. The margin is based on our evaluation of your credit history.

Your APR may also change in the event that there is an increase or decrease in your Credit Line or a change to your Account.

**17. Late Fee.** If you fail to pay the minimum payment due on your account by the payment due date, a late payment fee of up to \$25 will be assessed and added to your account. In no event shall such fee exceed the amount of the minimum payment due immediately prior to the assessment of such fee, which may include any past due amount from prior billing cycles. This fee will be treated as a purchase for purposes of this Agreement.

**18. Account Fees.** You agree to pay us the following fees which will be billed to your account as a purchase. The following fees, however, will not accrue interest:

a. Returned Payment Fee: You will be billed up to \$25 if your payment is returned for any reason.

b. Cash Advance Fee: You will be billed a fee of \$10 or 3% of the amount of each cash advance, whichever is greater.

c. Balance Transfer Fee: You will be billed a fee of \$10 or 3% of the amount of each balance transfer, whichever is greater.

d. Foreign Transaction Fees: You will be charged a 3% foreign transaction fee for each charge converted from a foreign currency to U.S. dollars and any transaction made in U.S. dollars that is processed outside of the United States.

e. Statement Copy Fee: You will be billed \$5 for each statement requested.

f. Retrieval Fee: You will be billed \$10 for each document you request, other than a statement copy.

g. Replacement Card Fee: You will be billed \$20 for each replacement card you request.

h. Rush Card Fee: You will be billed \$75 if you request a card be sent by express courier.

**19. If Charge is Refused.** Purchases and cash advances may require our authorization. Although you may have the credit available, we may be unable to authorize a transaction due to system difficulties or mistakes. We can also limit the number or amount of charges you can make on the Account. We are not responsible and have no liability if your card or Account is not accepted for a charge.

**20. Prohibited Use of the Account.** We are not required to authorize a purchase or cash advance if: (1) it would cause your balance to exceed your credit limit; (2) payment of your entire balance has been accelerated; (3) your credit card has expired; (4) we have revoked your right to use your credit card; or (5) your account has been closed. Any purchase or cash advance authorized by us, even if we are not required to, will be governed by this Agreement. You also may not use your card for any illegal transactions.

**21. Foreign Transactions.** If you make a transaction in a foreign currency (including, for example, online purchases from foreign merchants), the transaction will be converted into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**22. Returns and Adjustments:** Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by sending us a credit which will be posted to your account. If there is a credit balance due on your account you may request, in writing, a full refund. Submit your request to the Card Services, PO Box 182477, Columbus, OH 43218-2477.

**23. Information Sharing.** Our information sharing practices are available in our Privacy Notice, a copy of which has been provided to you and is available by request. By requesting and using an account, you authorize us to check your credit history. You further authorize your employer, bank, and any other references listed to release and/or verify information to us and our affiliates in order to determine your eligibility to open the Account and to any renewal or future extension of credit thereof. If you ask, you will be told whether or not consumer reports on you were requested and the names of the credit bureaus, with their addresses, that provided the reports. If you designate an authorized user to use the Account, that account information may also be reported to credit bureaus in the authorized user's name.

We may obtain consumer credit reports and information about you for updates, renewals, extensions of credit, review or collection of your Account and any other permissible purpose. We may furnish information about you and your Account to consumer reporting agencies and others who help service your Account.

**24. Contacting You.** If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents, lawyers, and contractors) to contact you at any number you provide, from which you

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call us, or at which we believe we can reach you. We may contact you in any way, such as calling or texting. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it. Your telephone calls with our representatives may be recorded for quality and other purposes. You agree that we may send information to you about your Account by e-mail and that such information may include, among other things its delinquency or over limit status. If you do not want us to send account information by e-mail, please send a written request to our customer service address asking us not to do so.

**25. 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: Card Services, PO Box 182477, Columbia, OH 43218-2477. In your letter, give us the following information: Your name and account number; the dollar amount of the suspected error; a description of the 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; (1) within 60 days after the error appeared on your statement and (2) if you have enrolled in automatic payment, at least 3 business days before the 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 unless you believe your card has been lost or stolen, we are not required to investigate any potential errors and you may have to pay the amount in question.

**When we receive your letter, we must do two things:** 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. 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 ten 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 card or Account, 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: These limitations do not apply 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 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 Card Services, P.O. Box 182477, Columbus, OH 43218-2477. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our  
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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.

**26. Delay in Enforcement.** We can delay enforcing or fail to enforce any of our rights under this Agreement without losing them.

**27. Your Information.** You agree to provide us with accurate and updated information necessary to communicate with you and to send you information about your Account. Your cards, statements and any other notices will be sent to you at the address in our files. If you change your name, address, telephone numbers or e-mail address, you must notify us promptly. We may at our option accept corrections or updates to your personal information from the United States Postal Service and others. You agree that in the event that we do not have valid personal information on file we may obtain such information from a third party.

**28. Notice Regarding Inaccurate Information.** As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These consumer reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate please notify us at the following address and identify the specific information this is inaccurate. The Callaway Bank, PO Box 10, Fulton, MO 65264.

**29. Change in Terms of your Credit Account.** We may change any term of this Agreement at any time upon notice to you as required by law. To the extent permitted by law, a change in terms of this Agreement will apply to existing balances and new transactions on your Account. You may have the right to reject the change in terms, depending on the type of change, and, if you do, your account may be closed and you may be required to pay off the balance under the terms of this Agreement.

**30. Governing Law and Consent to Jurisdiction.** This Agreement is a Missouri Revolving Credit Agreement and it and all matters arising out of the issuance or use of any Account will be governed by Missouri and applicable federal law, as authorized by Missouri Revised Statutes Section 408.145. Unless prohibited by law, you agree that jurisdiction in any dispute or for any collection purposes shall be proper in the State of Missouri.

**31. Severability.** If any provision of this Agreement is invalid or unenforceable under any law, rule or regulation of any governmental agency, Federal, state or local, it shall not affect the validity or enforceability of any other provision of this agreement.

**32. Default.** You agree that we can require that you pay us the full balance on your Account if the account is in default. You will be in default of this Agreement if:

- a. You fail to make the Minimum Payment by the payment due date;
- b. You breach any other conditions of the Agreement;
- c. You exceed or attempt to exceed your Credit Limit;
- d. You default in the payment of any other obligation to Bank for borrowed money which is not secured by the Borrower's principal residence;
- e. Bankruptcy or insolvency proceedings are started by you or against you;
- f. If we determine your credit-worthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, increase in your other obligations, or because of any other reason;
- g. In the event of your death or if you become legally incompetent;
- h. If we discover at any time you have provided us with false or misleading information or signatures at any time;
- i. Your use of the card in furtherance of any purpose deemed to be illegal under state or federal law; or

In the event of any default or in the event this Agreement is terminated by you or by us for any reason, we may demand that you immediately pay the entire balance on the Account. In the event of default, we may immediately cancel your Account and any other credit account you have with us, and we

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do not have to give you notice of cancellation. You agree that you will destroy or return all card(s) to us. Even if an account is in default, you agree to pay interest and fees as defined in this Agreement until your balance is paid in full. If you resolve a default situation, we can still declare the same or another default later on your Account.

**33. Suspension of Account.** We can suspend your Account privileges at any time, for any reason even if you pay on time and your Account is not in default. We will notify you after we do so, unless you are in default at that time. We have no obligation to notify you prior to suspending your privileges or cancelling your Account.

**34. Closure of the Account.** You may close your Account at any time by notifying us in writing. We can close or suspend the Account at any time without cause and without notice. When your Account is closed, by you or by us, your right to use the Account, including any cards issued on the Account, is revoked. When your account is closed, you agree to contact everyone authorized to charge transactions to your Account (e.g., internet service providers, insurance companies, etc.) to cancel future transactions. Such transactions may continue to be charged to your Account until you change the billing, and you will be liable for those charges. Closure of your Account, by you or by us, does not affect your obligation to pay the account balance arising from authorized use of the card. The cards remain our property and we may require you to recover and return to us all cards issued on the Account.

**35. Collection Costs.** Unless prohibited by applicable law, if we start collection proceedings to recover amounts you owe us by reason of this Agreement, you agree to pay reasonable attorney's fees and other collection costs.

**36. Assignment.** We may sell, assign or transfer your Account or any portion of it without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.

**37. Headings.** The headings used in this Agreement are for convenience only and are not intended to define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

**38. Security Agreement:** This account is secured by the Security Deposit Account referred to in the Security Agreement. We have included the Security Agreement below. You have affirmatively agreed to and granted to us a security interest in the Security Deposit Account. We can transfer funds from the Deposit Account to this secured account if you default on the debt arising from this account. Such instances of your default are described herein and in the Security Agreement, and may include, for example, your failing to make a payment.

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### SECURITY AGREEMENT

1. This is the Security Agreement for your Credit Builder Credit Card Account. As used in this Security Agreement, "Debt" means all obligations to the Bank arising from the Account, as well as each extension, refinance or renewal of such obligations, and any expenses that we incur in enforcing your obligations under this Agreement, including attorneys' fees or other costs of collection. Other defined terms used in this Security Agreement shall have the same meanings as those terms used in the Cardholder Agreement.

2. **Security Deposit Account.** In consideration of and as a condition to our opening the Account for you and other good and valuable consideration, you are providing funds from an account in your name to serve as security for your Account ("Funds"). We will hold these Funds in an account ("Security Deposit Account") under our exclusive control. You must maintain this Security Deposit Account as security for the Account, and you grant us a security interest in the Security Deposit Account. This Security Deposit Account will include any and all future extensions, renewals, or replacements of the Security Deposit Account. No portion of the Security Deposit Account may be used to secure other loans. The minimum amount required to be deposited is the amount of your initial Credit Limit but will not be less than \$500. You may make a transfer to the Security Deposit Account solely for purposes of funding your required security deposit. The Security Deposit Account will be solely owned by you. Funds in may be insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum allowable limits. For more detailed information on FDIC coverage, contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342), (TDD: 1-800-925-4618) or visit [www.fdic.gov](http://www.fdic.gov). We will maintain separate records to account for your Funds. No interest will be paid on the Funds.

3. **No Withdrawals.** You will not be permitted to make withdrawals from the Security Deposit Account.

4. **Deposits.** Other than depositing Funds to secure your Account, you will not be permitted to make deposits to the Security Deposit Account.

5. **Our Rights Over the Security Deposit Account.** We may make settlements or compromises on the Security Deposit Account; transfer the Security Deposit Account to our own name; or exercise ownership rights on the Security Deposit Account. You waive any right to require us to: (a) proceed against any you or any other person; (b) proceed against or exhaust any security held under this Security Agreement; or (c) pursue any other remedy in our power. We may, without prior notice, and from time to time: (a) renew, compromise, extend, accelerate or otherwise change the terms relating to the Debt; (b) take and hold security (other than the Security Deposit Account) for payment of the Debt and enforce, exchange and release the Funds in any manner that we determine is proper; (c) release or substitute any person, guarantor, or endorser of the Debt; and (d) increase or lower the Credit Limit on your Account, and no such action shall change the fact that the Security Deposit Account at all times will be held by us as security for the Debt.

6. **Security Interest.** You understand that granting us a security interest in the Security Deposit Account and the Funds is a necessary condition for opening your Account. As security for the prompt payment and performance of all your obligations to us arising pursuant to the Account, you hereby grant a security interest to us in all of your right, title, and interest in the Security Deposit Account and any and all Funds, including all proceeds of and additions to the Security Deposit Account and the Funds. You represent that there are no current lawsuits or bankruptcy proceedings that might

affect our interest in the Security Deposit Account or the Funds. You have not and will not attempt to transfer or offer any interest in the Security Deposit Account or the Funds to any person other than us. You and we acknowledge that subject to our possession of and security interest in the Security Deposit Account and the Funds, you retain beneficial ownership of the Security Deposit Account and the Funds for FDIC insurance purposes.

7. **Enforcing the Agreement.** Upon any default, we may apply all or any portion of the Security Deposit Account to pay: (a) our costs in enforcing our rights under the Agreement and/or the Security Agreement; (b) the interest and fees relating to the Debt; and (c) the principal of Debt. You irrevocably appoint us as attorney-in-fact to execute any instruments required to satisfy the Debt. Our rights stated in this Agreement are in addition to any others we have under the law. If there is a conflict regarding the security interest between this Agreement and any other agreement, this Agreement will control. If we waive or delay exercising a right, we do not forfeit that right or any others. You waive any defense you may have against us. We can exercise our rights against Security Deposit Account even if you are no longer liable on Debt because of a statute of limitations or because of other reasons. Until the Debt is fully repaid, and you have no further obligations under the Agreement or this Security Agreement, you will subordinate in favor of us any right of subrogation and any right to enforce a remedy we now have or may later have.

8. **Return of Funds.** If we determine that you qualify for return of any Funds from the Security Deposit Account, we will return these Funds to you by a method we deem sufficient. If your Account is closed, we will return any excess Funds that remain in the Security Deposit Account after repayment of the Debt and any other obligations arising under the Agreement. In the event of your death, we will not release Funds on deposit unless the Debt and all other obligations have been repaid and all legal documents we require are delivered to us.

9. **Miscellaneous.** The following miscellaneous provisions are a part of this Security Agreement:

- a. **Amendments.** To be effective, any amendment to this Security Agreement must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.
- b. **Attorneys' Fees; Expenses.** You agree to pay all of our costs and expenses, including our attorneys' fees and our legal expenses, incurred in connection with the enforcement of this Agreement. We may hire or pay someone else to help enforce this Security Agreement or to collect the Debt, and you shall pay the costs and expenses of such enforcement. Costs and expenses include our attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. You also shall pay all court costs, in addition to all other sums provided by law. This Security Agreement also secures all of these amounts.
- c. **Governing Law.** This Agreement will be governed by federal law applicable to us and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Security Agreement has been accepted by us in the State of Missouri.

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- d. Choice of Venue. Unless prohibited by law, you agree that jurisdiction in any dispute or for any collection purposes shall be proper in the Callaway County, State of Missouri.
- e. No Waiver by Us. You understand we will not give up any of our rights under this Security Agreement unless we do so in writing. If we agree in writing to give up one of our rights, that does not mean you will not have to comply with the other provisions of this Security Agreement. You also understand that if we do consent to a request, that does not mean the you will not have to get our consent again if the situation happens again. You further understand that because we consent to one or more of your requests, that does not mean we will be required to consent to any of your future requests.
- f. Severability. If a court finds that any provision of this Security Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Security Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Security Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.
- g. Successors and Assigns. Subject to any limitation stated in this Security Agreement on transfer of your interest in the Security Deposit Account, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- h. Legal Proceedings. We may comply with any writ of attachment, adverse claim, garnishment, tax levy, restraining order, subpoena, warrant or other legal proceeding involving your Security Deposit Account which we believe to be valid. If your Account, your Security Deposit Account, or your Funds become involved or are likely to become involved in a legal proceeding, you understand that your Account and the entire balance of your Funds in the Security Deposit Account may be restricted until the matter has been resolved. Such proceedings are subject to our security interest. We shall be entitled to rely upon the representations, warranties, and statements made in such legal proceedings. You agree to hold harmless and indemnify us for any losses, expenses and costs, including reasonable attorneys' fees, incurred by us as a result of complying with such legal proceedings. In addition to the events of default set forth in the Agreement, you will be in default under the Agreement if we are served or become involved with a legal proceeding regarding the Funds or Security Deposit Account.