

BANKERS' BANK OF KANSAS VISA CONSUMER CARDHOLDER AGREEMENT

Effective October 30, 2026

In this agreement “you” and “your” refer to the customer and means each person who has signed an application for a Bankers’ Bank of Kansas, (BBOK) account, whether as an individual user or as a joint user. “You” and “your” also refer to the customer who has signed a BBOK card or a VISA sales draft or cash advance request as an authorized signer. “We”, “us”, “our” and “Bank” refer to Bankers’ Bank of Kansas, P.O. Box 20810, Wichita, KS 67208-6810. “Card” means any VISA Card(s) issued to you by us, or other single credit device being used from time to time upon presentation to obtain money, property or services on credit; “Card” is implied when you obtain credit by using your account number without using the Card. If more than one person has signed the application for an account, this agreement applies equally to each authorized signer.

This agreement governs any account for which you are liable now or in the future. You agree to sign your card immediately upon receipt. By signing your card or using your account, or allowing someone else, you accept the terms of this agreement.

We issue credit card(s) at your request for your use alone, but they are our property. We may renew your card(s) from time to time. We may cancel or revoke credit privileges at any time without changing your liability for credit we have already extended to you. You agree to deliver at our demand the cards bearing your account number to us or to our agent. We may issue you a different card(s) at any time.

You authorize us to charge to your account all purchases obtained with your account number. We agree to advance amounts necessary to pay for all purchases and advances, provided you are not over your credit line, past due or in default and you abide by the terms of this agreement.

You promise to pay in U.S. Dollars, as this agreement requires, for all authorized credit that is incurred with your account number or with the card(s) you requested. You also promise to pay all finance charges and other charges connected with your credit.

You agree that “authorized use” means any purchase, cash advance, mail order or other credit incurred through the use of your credit card(s) and/or your account number, whether such use is by you or by any other person who is allowed to use the card or account number by you, regardless of the benefit or use. You agree that your card(s) shall not be used for any illegal purpose or transaction.

You agree to pay us within 25 days from the “Closing Date” shown on each monthly statement, either (a) the “New Balance” or (b) a part of the New Balance not less than the “Minimum Payment Due” that we have calculated according to the current minimum periodic payment schedule. The schedule we use follows:

- The minimum payment required is the New Balance shown on your statement if the amount is equal to or less than \$25.00.
- If the New Balance exceeds \$25.00, the minimum payment is 1% (percent) of the New Balance (rounded up to the nearest dollar) plus any cycle-to-date finance charges and the unpaid late fees. The Total Minimum Payment will include the Minimum Payment calculated above, plus any amount in excess of your credit limit and any amount past due.

Your statement will provide instructions for making payments. Payments must be made in U.S. dollars drawn on a U.S. bank. If the authorized signer incurs charges in any other currency, the charges will be converted into U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is:

- A rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or
- The government-mandated rate in effect for the applicable central processing date.

From time to time, if your account qualifies, we may allow you to skip your minimum periodic payment during a billing cycle. If you skip a payment, finance charges will continue to be due in the month following the month in which you skip the payment.

INTEREST

PURCHASES: If your account is subject to a Finance Charge, your ANNUAL PERCENTAGE RATE may vary. The current ANNUAL PERCENTAGE RATE for all variable rates is shown on the Important Disclosure which has been provided to you with this Agreement. Changes will be based on changes in the “Index.” The Index is the Prime Rate published in the “Money Rates” table of The Wall Street Journal on the last business day of each month. The Finance Charge for a billing cycle is computed by applying the Monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the cycle by the number of days it contains. Each daily balance is found by adding any new Credit Purchases to the outstanding unpaid balance at the start of the billing cycle, and subtracting payments received or credits posted, while excluding any unpaid Finance Charges. This charge will only be imposed if you do not pay the entire New Balance shown on your previous monthly statement within 25 days from its closing date. If you elect not to pay the entire New Balance within this 25-day period, a Finance Charge will be imposed on the unpaid average daily balance of those past Credit Purchases from the previous statement closing date, as well as on new Credit Purchases from their transaction dates, continuing to accrue until the closing date of the billing cycle preceding the date the entire New Balance is paid in full, or until the date of payment if made more than 25 days from the closing date.

CASH ADVANCES: We will compute the Finance Charge on Cash Advances by applying a Monthly Periodic Rate of 1.75% (a corresponding ANNUAL PERCENTAGE RATE of 21%) to the average daily balance, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance is found by adding any new Cash Advances to the outstanding unpaid balance at the start of the cycle, and subtracting payments received or credits posted, while excluding unpaid Finance Charges. This charge is imposed from the date the advance is made and continues to accrue on the unpaid balance until paid, or until the closing date of the cycle preceding the date the entire New Balance is paid in full. Additionally, if your account is subject to a Finance Charge, a transaction fee of \$10.00 or 3% of the Cash Advance amount, whichever is greater, will be imposed for each Cash Advance posted to your account during a billing cycle. Cash Equivalents that will be treated as cash include, but are not limited to, wire transfers, court filings,

traveler's checks, money orders, foreign currency, lottery tickets, gaming chips, legal wagers, stored value card purchases, and tax payments.

OTHER CHARGES: In addition to the Finance Charge, you agree to pay the bank the following fees and charges:

- **LATE FEE:** If you do not pay the Minimum Payment by the Due Date of the billing cycle in which the payment was due, a late payment charge of up to \$29 will be imposed on your account.
- **RETURN PAYMENT FEE:** We will assess a return payment charge of up to \$29 for any check or other form of negotiable instrument which is presented for payment on the account, and which is subsequently returned not paid.
- **FOREIGN TRANSACTION FEE:** International transactions are subject to a fee by Issuer, 3% of the U.S. dollar amount of the transaction and will apply to any cross-border transaction where the licensed VISA merchant and Issuer are in different countries.
- **DOCUMENTATION CHARGES:** You may be assessed a charge for copies you request of a document (sales draft, cash advance draft, credit voucher) plus research time; copies of statements which were mailed to you; and any other pass-through fees assessed to us by VISA in connection with your account. No charge will be imposed in connection with any good faith assertion of a billing error on your account.
- **ATM USAGE FEE:** A fee may be imposed by an ATM operator not holding the consumer's account, or by any national, regional, or local network used to complete the transaction. Automated teller machine operator means any person that operates an automated teller machine at which a consumer initiates an electronic fund transfer or a balance inquiry and does not hold an account to or from which the transfer was made, or about which an inquiry is made.
- **ATTORNEY FEES:** If Bank incurs collection costs or attorney fees in connection with your account, as permitted by applicable law, you agree to pay the reasonable costs of collection, including, but not limited to, attorney fees and collection fees in an amount not to exceed 15% of the unpaid debt on your account if such limitation is required by law.

PAYMENTS AND CREDITS will generally be applied to amounts outstanding at the time the payment or credit is received in the following order:

- Cash Advance Finance Charges
- Purchase Finance Charges
- Late Fees
- Annual Fees
- Cash Advance Accruing Balances (oldest balance is paid first)
- Purchase Accruing Balances (oldest balance is paid first)
- Non-Accruing Balances

Payment Hold: Payments are processed and applied to your available credit as noted on your statement. However, sometimes we need time to confirm your payment from your bank account. This is called a payment hold, which can last up to 7 business days.

We set your credit line when we open your account, and we may change it from time to time. Your credit line will appear on each monthly statement. We may limit your total Cash Advances to a

portion of your total credit limit. You agree not to incur, or to let others incur, charges on your account that exceed your credit line. If the total charges do exceed the credit line, you agree, when we request, to make a payment to reduce the total on your account to an amount below your credit line.

If you revoke the authority of someone to use your account, revocation is not effective until that person's card expires or you return it to us, whichever is first; provided, however, each joint user agrees to pay all amounts due us for charges made by any joint user until all cards are returned to us and the balances are paid in full.

You agree to notify us promptly of the loss or theft of any credit card bearing your account number, or if there has been unauthorized use of your account. You may notify us using the phone number on the back of your card or statement. You will not be liable for any unauthorized use, unless we determine that you were fraudulent or negligent in the handling of the account or card.

We are not accountable if anyone refuses to honor a credit card with your account number. All Credit Purchases and Cash Advances are affected at the option of the Merchant and Cash Advancing Bank, respectively, and Issuer shall not be responsible for refusal by any Merchant or Cash Advancing Bank to honor the Card or any Related Card. Any refund, adjustment or credit allowed by Merchant shall not be by cash but rather by a credit advice to Issuer which shall be shown as a credit on Cardholder's account statement with Issuer.

You agree to advise us promptly if you change your mailing address. We can accept address corrections from the U.S. Postal Service. All written notices and statements from us to you will be sent to your address as it appears on our records.

We will consider your account past due if you fail to pay at least your minimum payment in funds acceptable to us by the date it is due. Your account will remain past due until any previous unpaid balance is paid.

We can consider you in default if you provide us with false information or signature, if you try to exceed or do exceed your credit line without our permission, if you fail to provide updated information which we request from time to time, if you become subject to bankruptcy or insolvency proceedings, if attachment or garnishment proceedings are instituted against you or your property, if there is any event which we believe causes the prospect of payment to be significantly impaired, if you fail to comply with any provision of this agreement or in the event of death. Default on any account with us will constitute default on all accounts with us. Upon default, at our option and under applicable law, we can declare all amounts on your account immediately due and payable. Also, we can exercise all rights available to us under law to collect what you owe us. All remedies are cumulative and our failure to exercise anyone shall not affect our rights to any other remedy.

If you make a payment with a check, money order, or other type of instrument marked "Payment in Full" or other language indicating satisfaction of indebtedness, we are not bound by such language and do not waive any rights under this agreement. Where full payment of any indebtedness owing under this agreement is not made, satisfaction of indebtedness shall occur only pursuant to a written agreement, signed by an authorized employee of the Bank.

We can change the terms of this agreement including changing the periodic rate and the annual percentage rate on the existing balance of your account to the maximum rate allowed by law, even if that maximum rate increases after the date of this agreement. We will, of course, comply with applicable law about notice to you if we make any changes.

We can waive, or choose not to enforce, any of our rights under this agreement at any time, without the waiver affecting any of our other rights. A waiver on one occasion will not act as a waiver of the same right at a future time.

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

From time to time we may monitor telephone calls between you and us to assure the quality of our customer service.

We both agree that this agreement is governed by the laws of Kansas except to the extent that federal law applies.

If your Account is a secured Account, you gave us a security interest in a deposit account and the terms of the security agreement that you entered into with us in connection with the Account will govern how we may apply the funds subject to the security interest when your Account is suspended or closed. Any of our rights pursuant to a security agreement you enter into with us in connection with the Account are in addition to our rights under this Agreement. You remain responsible for complying with this Agreement even if the Account is secured by a security interest.

Military Lending Act: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36%. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Call 1-888-675-6332 for recorded information.

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: Bankers' Bank of Kansas, P.O. Box 20810, Wichita, KS 67208 or CCServices@bbok.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. 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:

1. **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.
2. **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 the criteria above are met and you are still dissatisfied with the purchase, contact us in writing. 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.