DACOTAH BANK

Cardmember Agreement for Dacotah Bank Rewards Business Card	
This credit card program is issued and administered by Dacotah Bank. This information is accurate as of 12/2025. Please contact Dacotah Bank at 1-800-881-5611 for any changes made since the above date.	
PRICING INFORMATION: Actual pricing will vary from one Account to another.	
Annual Percentage Rate (APR) for Purchases	Introductory Rate: **0%** APR for six (6) billing cycles after the Account is opened. After that, your rates will be: **16.49%-25.49%** Based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	Introductory Rate: **0%** APR for six (6) billing cycles after the Account is opened. After that, your rates will be: **16.49%-25.49%** Based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**27.49%** This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	There is no Penalty Rate for your Account.
Paying Interest	Your due date is 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 each month. We will begin charging interest on Advances and Balance Transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, then the Minimum Interest Charge will be no less than $1.00.
Annual Fee	**None**
Transaction Fees	
Balance Transfer Advance Fee	The greater of **$5** or **3%** of Transfer or Advance amount.
Financial Institution Cash Advance Fee	The greater of **$5** or **3%** of Advance amount.
Cash Equivalent Advance Fee	The greater of **$5** or **3%** of Advance amount.
Cash Advance ATM Fee	The greater of **$5** or **3%** of Advance amount.

Foreign Transaction Fee	**1%** of transaction amount
Penalty Fees	
Late Fee	Up to **$40**
Over-the-Credit-Limit Fee	**None**
Returned Payment Fee	Up to **$35**

How We Will Calculate Your Balance. For Purchase balances, we use a method called "Average Daily Balance Method (Excluding Current Purchases)." For Cash Advances and Balance Transfers, we use a method called "Average Daily Balance Method (Including New Cash Advances and Balance Transfers)." See your Account Agreement for more details.

Introductory Rates. Your applicable introductory rates described above will continue for six (6) billing cycles after your Account is opened and will not be revoked for any reason prior to such time.

Variable APRs based on Prime. If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus the additional amount shown above. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing cycle we use the Prime Rate published in The Wall Street Journal on the 10th of each month (or if The Wall Street Journal does not publish on the 10th day of the month, we will use the Prime Rate from the last published day preceding the 10th). If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate.

uChoose Rewards© Program. The uChoose Rewards© Terms & Conditions govern the uChoose Rewards© program and are available at www.dacotahbank.com.

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

This information is accurate as of 12/2025 and is subject to change after this date. For current information please contact Dacotah Bank at PO Box 1474, Aberdeen, SD 57402 or call us at 1- 800-881-5611.

California Residents: **A married applicant may apply for a separate account. If you are a California resident, to learn more about the personal information we collect, how it is used and stored, and what rights you may have under the California Consumer Privacy Act, you can review our policy at www.dacotahbank.com.**

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

New York and Vermont Residents: Dacotah Bank may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing, and collecting on your account. On your request, you will be informed if such report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services by telephone at 1-800-342-3736 or visit www.dfs.ny.gov for free information on comparative credit card rates, fees, and grace periods.

Married Wisconsin Residents: No provision of a marital property agreement, unilateral statement or court order applying to marital property will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. All obligations on this account will be incurred in the interest of your marriage and family. You understand that we may be required to give notice of this account to your spouse. If you are a married applicant, you agree you will notify Dacotah Bank of your spouse's name and address within fifteen (15) days after completing an application.

USA PATRIOT Act Disclosure. To help the government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for an Account, we will ask for your name, address, date of birth and other identifying information. We may also ask for your driver's license or other identifying documents.

Account Agreement

This Agreement and the disclosures delivered to you upon the opening of your Account (the "Account-Opening Disclosures") (which are incorporated herein by reference), and any future changes we may make from time to time, is your contract with us and governs the use of your account ("Account") and any credit cards issued in connection with your Account ("Cards").

In this Agreement, "you," "your," and "yourself" mean (1) the business (also referred to herein as the "Company") or sole proprietor(s) identified in the credit application, (2) any individual on the credit application agreeing to be jointly and severally liable with the Company, and (3) any person responsible for paying the Account. "Cardholder" means you and anyone you authorize to use, access, or service the Account (including, without limitation, any of your employees who receives, or you otherwise authorized to use Cards). You are the "Primary Cardholder." "We," "us," "our" and "Dacotah" mean Dacotah Bank.

You understand and agree that this is a business credit card, and you represent and agree that the Account will only be used for business or commercial purposes, not personal, family or household purposes. You acknowledge that consumer protection laws and regulations, including, without limitation, the Truth in Lending Act (Regulation Z) and the Electronic Fund Transfer Act (Regulation E), do not apply to this Agreement, even though we may furnish you with printed material utilized by us in connection with consumer credit card accounts, which are governed by agreements and laws different from those applicable to this Agreement.

NOTICE OF ARBITRATION AGREEMENT

This Agreement is subject to an Arbitration Agreement which you should read carefully (see Arbitration Agreement starting on page 18). If there is a dispute between you and Dacotah Bank and the dispute is covered by the Arbitration Agreement, then either you or Dacotah Bank may require the dispute to be resolved by arbitration in front of an arbitrator. This means that you and Dacotah Bank will not have the right to (1) a jury or court trial to resolve the dispute; or (2) pursue, bring, join in, or participate in a claim as a class action. You have the right to reject the Arbitration Agreement by giving written notice to Dacotah Bank within 30 calendar days after the Effective Date of this Agreement following the procedures described in the Your Right to Reject provision of the Arbitration Agreement. See the Arbitration Agreement starting on page 18 for more information.

Account Features/Use of Your Account

Purchases. Cardholders may use your Account to purchase, lease or otherwise obtain goods or services from any

merchant that accepts the Card or Account (including transactions you initiate by mail, telephone or over the Internet) ("Purchases"). Even if a Cardholder does not sign a sales draft or the merchant has not provided the Cardholder with a written receipt or other proof of sale, you are responsible for all Purchases made through your Account, except as expressly limited by law (see the "Your Billing Rights" section below for more details). We reserve the right not to honor quasi-cash or cash equivalent Purchases (e.g., cryptocurrency, money orders, gambling chips and any other items that serve as cash or are convertible to cash).

Advances. Cardholders may obtain cash advances on your Account (generally, "Advances"). These Advances may include withdrawals made from automatic teller machines ("ATMs") or financial institutions; transfers of funds to a deposit account, including as part of an overdraft protection program, if applicable; and customer-initiated online cash advances. Advances may also include cash equivalent transactions to acquire or initiate wire transfers, travelers checks, cashier's checks, money orders, foreign cash transactions, casino gambling and betting transactions and lottery tickets. Advances may be subject to additional fees and a separate cash credit limit (which shall not exceed, and may be lower than, the total credit limit for your Account). Advances at ATMs will require the use of the personal identification number ("PIN") that corresponds to your Card and may be subject to third-party ATM fees.

Balance Transfers. From time to time, in our sole discretion, we may offer you the ability to transfer other balances you owe to other entities or financial institutions to your Account. We do not permit balance transfers from other accounts or loans you may have with us or our affiliates. Additional fees may apply for balance transfers, as described below.

Promotions. From time to time, we may make special or promotional offers related to your Account. These offers are subject to the terms of this Agreement unless otherwise detailed on or with the offer itself or additional materials explaining the terms of such offer (the "Offer Materials").

Use with Mobile Phone or other Mobile Devices. Smart phones, tablets, or other mobile devices (a "mobile device") may be able to download, store, and/or access account information, for instance through a mobile wallet, that may enable you to use the mobile device to purchase goods or services, make a balance transfer, or make a cash advance. In certain instances, those transactions will replicate using the Card to make a transaction on the internet with your computer. In other instances, the phone or mobile device will act as if it were a credit card itself. Applications that enable mobile devices will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement. When your Account information is accessible by a mobile device, it is important that the Cardholder treats the mobile device with the same care they would the Card. For example, Cardholders should secure their mobile devices against unauthorized access. Keep in mind, if a Cardholder gives someone their mobile device, that can be the same as giving that person the Card.

Recurring Preauthorized Transactions. Recurring preauthorized transactions occur when a Cardholder authorizes a merchant to automatically initiate a transaction using your Account on a recurring basis. If we issue a new credit card with a different number or expiration date to a Cardholder, we may (but are not obligated to) provide the new card number and expiration date to a merchant with whom the Cardholder has set up a recurring preauthorized transaction in order to continue the recurring preauthorized transactions. There will be circumstances in which the Cardholder will need to contact the merchant.

Interest

Interest rates. This section provides the interest rates, also referred to as corresponding Annual Percentage Rates ("APRs"), which are applicable to your Account. If a rate is a variable rate, we calculate that APR by adding together an index and a margin. For more information on variable rates, please refer to the "Variable Interest Rates" section of this Agreement below.

How Interest Is Calculated. We use the following methods to calculate interest on your Account:

Cash Advances – Average Daily Balance (including current Cash Advances). The interest charge on Advances begins from the date you obtain the Advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle Advances.

Balance Transfers – Average Daily Balance (including current Balance Transfers). The interest charge on Balance Transfers begins from the date you obtain the Balance Transfer, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle Balance Transfers.

Retail/Purchases – Average Daily Balances (excluding current Purchases). To avoid incurring interest on the balance of Purchases reflected on your monthly statement, you must pay the "New Balance" shown on your monthly statements on or before the Payment Due Date. The grace period for the New Balance of Purchases extends to the Payment Due Date.

The interest charges for a billing cycle are computed by dividing the Annual Percentage Rate ("APR") by 12 and applying that periodic rate to the "average daily balance" on your Account. To get the average daily balance, we take the beginning balance of your Account each day, add any new Advances and Balance Transfers, and subtract any unpaid interest or other finance charges and payments or credits. We do not add in any new Purchases. 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.

The billing cycle is a time period that ends on a "Statement Closing Date" determined by us and begins on the day after the Statement Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle.

How to avoid paying interest. You have a 25-day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. To avoid incurring an additional interest charge on the balance of Purchases reflected in your monthly Account statement, you must pay the "New Balance" shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of Purchases extends to the Payment Due Date. There is no interest-free period for transactions that post to your Account as Advances or Balance Transfers except as provided in any Offer Materials for such. Those transactions are subject to interest from the date of the transaction until the date they are paid in full.

Variable Interest Rates. If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus the additional amount shown above. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing cycle we use the Prime Rate published in The Wall Street Journal on the 10th of each month (or if The Wall Street Journal does not publish on the 10th day of the month, we will use the Prime Rate from the last published day preceding the 10th). If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate.

Introductory Interest Rates. We may, at our option, offer you introductory interest rates for qualifying transactions. We will tell you in the Offer Materials the introductory rate that will be in effect and any conditions or requirements of such offer. Unless the Offer Materials state otherwise, an introductory rate will remain in effect until the last day of the billing cycle in which the introductory rate expires. Any introductory rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply.

Account Fees

Annual Fee. There is no Annual Fee for your Account.

Late Payment Fee. We may add a Late Payment Fee to your Account if your Minimum Payment Due is not received by the Payment Due Date shown on your monthly Account statement.

Returned Payment Fee. We may add a Returned Payment Fee to your Account if any payment on the Account is not honored or if we must return it to you because it cannot be processed, even if we elect to re- present the payment and it is paid upon such re-presentment.

Documentation Fee. We may charge you a Documentation Fee of $2.50 for each copy of a monthly Account statement, sales slip, refund slip, or Advance slip that you request. There will be no charge for documentation requests made in connection with a billing error notice, provided you follow the procedures regarding billing error notices detailed in the "Your Billing Rights" section of this Agreement.

Card Replacement Fee. We may charge you a Card Replacement Fee of $5.00 each time you request that your Card be replaced prior to the normal reissue date upon expiration of your Card.

Rush Card Fee. We may charge you a Rush Card Fee of $60.00 if you request expedited delivery of your Card.

On-Demand ACH Payment Fee. We may charge you an On-Demand ACH Payment Fee of $4.95 if you choose to make a payment on your Account over the phone with the assistance of one of our agents.

Transaction Fees. You agree to pay the following transaction fees in the amounts shown in your Account-Opening Disclosures:

- Balance Transfer
- Financial Institution Cash Advance
- Cash Equivalent Advance
- Cash Advance ATM
- Foreign Transaction

Important Information About Your Account

Credit Limit. We will advise you of the applicable credit limit(s) on your Account. We may increase, decrease, restrict, or cancel the credit limit(s) on your Account at any time, without advance notice. We are not obligated to allow your Account to go over its credit limit(s). Each time a Cardholder attempts a transaction which results in your applicable outstanding balance (plus authorizations) exceeding a credit limit, we may (1) permit the transaction without raising your credit limit; (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or (3) refuse to permit the transaction.

Our Security Interest. If the application indicates that a Security Agreement is required, then you have agreed and will execute and deliver to us a Security Agreement, in the form we provide, granting to us a security interest in collateral to secure our payment obligations under this Agreement. You agree that such Security Agreement will be incorporated into this Agreement.

In addition, you grant us a contractual right of set-off in and to all credit balances on your Account or deposits now or subsequently maintained with us or any of our affiliates and subsidiaries. In addition to other rights of set-off we may have under common or other law, we may set-off any amount you owe us for any non-payment, whether new or on-going under this Agreement against the credit balance or deposit even if the credit balance or deposit has a future maturity date and would be subject to a penalty. You further authorize us to enter into agreements with any affiliate or subsidiary necessary to utilize this right of set-off.

Payments. You must follow the payment instructions on your billing statement. You must pay us in U.S. dollars.

If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts.

Minimum payments
You must pay us at least the Minimum Payment Due by the payment due date each billing cycle. The Minimum Payment Due each billing cycle will depend on your APRs and your New Balance.

The "Minimum Payment Due" is the sum of all past due amounts plus the Current Payment. The "Current Payment" for each billing cycle is the sum of the following: (1) 3.00% of your balance (your New Balance as shown on your Account statement, except for any new interest charges and new Late Payment Fee), (2) new interest charges, and (3) any new Late Payment Fee. Your Current Payment will not be less than $25.00. We round the payment amount up to the nearest dollar. Your Minimum Payment Due will not include any overlimit amounts. If you make any payments prior to the due date shown on your Account statement that are less than the Minimum Payment Due, such payments will serve to decrease the Minimum Payment Due. For example, if your Minimum Payment Due of $50.00 is due by April 25th, and you pay $20.00 on April 10th, a Minimum Payment Due of the remaining $30.00 will then be due by April 25th.

Application of Payments
If you pay the required Minimum Payment Due as displayed on your Account statement, the payment shall be applied in the following way: first to interest, then to fees, and the rest shall be applied first to the debt resulting from Purchases and Advances with the lowest APR and then to such debt with the higher APR in ascending order. Consequently, the debt with the higher APR will not be reduced until the debt with the lower APR is paid in full. If you pay an amount in excess of the minimum required payment, the excess shall be applied first to the debt resulting from Purchase and Advances with the highest APR and then to the debt with the lowest APR in descending order. If a payment on your Account is returned, we reserve the right to debit the returned payment amount to the balance subject to the current non-promotional rate for Purchases on the Account.

When payments are credited
The date you mail a payment is different than the date we receive that payment. We will credit your payment the same day, subject to the applicable cutoff time, it is received as long as it is made in accordance with the instructions on your billing statement. Unless otherwise stated on your billing statement, the cutoff time for payments received by mail, telephone and other electronic means is 5:00 p.m. Central Time. Payments received by 5:00 p.m. Central Time, Monday through Friday, will be processed the same day. Payments, including online payments, received on Saturday, Sunday or a holiday observed by the Federal Reserve will be processed on the next business day. If your payment is received after the payment cutoff time on the due date or any time thereafter, a Late Payment Fee may be charged to your Account.

Authorization of electronic funds transfer
We process most checks electronically. We use the information on your check to create an electronic funds transfer. Each time you send a check, you authorize a one-time electronic funds transfer. You also authorize us to process your check as a check or paper draft, as necessary. Funds may be withdrawn from your account as soon as the same day we receive your payment. You will not receive your cancelled check because we are required to destroy it. We will retain an electronic copy.

You agree not to send us payments marked "paid in full," "without recourse," or with similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement.

Delivery of Monthly Statements. We will provide you with a monthly Account statement for each billing cycle. Each monthly Account statement will be mailed or made available electronically, as applicable, within twenty- five (25) days before the Due Date of the payment for that billing cycle.

Unless you have elected to receive such materials electronically, we will mail your monthly Account statement to

the address you provided in your Account application. You must notify us promptly when you change your address. We must receive this updated information at least one (1) day before the next Statement Closing Date in order to provide your Account statement at your new address. We may also change your address if so notified by the post office or others.

Review of Monthly Statements. You are responsible for promptly reviewing and inspecting all reports, notices, billing statements, adjustments, charges, entries, and other transactions available to you. You agree to notify us in writing at the address listed on your billing statement of any errors or discrepancies within (i) sixty (60) days after receipt of the same which contain such errors or discrepancies and (ii) at least three (3) business days before an automated payment is scheduled if you want to stop payment on the amount you think is incorrect. The written notice must include (a) the name of the Company, (b) your Account number, (c) the dollar amount of the suspected error or discrepancy, and (d) a brief description of the suspected error or discrepancy. You agree that we are not liable for any losses resulting from your failure to give us such notice of errors or discrepancies to the fullest extent permitted by law.

Authorized Users. You may notify us of a request to add authorized user(s) and/or issue Cards to additional Cardholders. You cannot limit the amount of authority you give to any authorized user or Cardholder. An authorized user's or Cardholder's authority will continue until you notify us that you are terminating the authority and you physically retrieve the Card or other credit device.

Except by asking us to add an authorized user or Cardholder to your Account, each Cardholder agrees not to allow access to your Card, Account number, or PIN to anyone else to use your Account. If any Cardholder gives, lends, or otherwise makes available to any other person a Card, Account number, or other credit device, you will be liable for any and all transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a credit limit to be exceeded, unless and except as expressly required by applicable law.

Authorized users may have the same access to information about the Account and its users as the Account holder(s). We may send Account materials (statements, cards, and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users.

Lost/Stolen Cards or Unauthorized Use. You must contact us promptly if any Card, Account number, PIN or other credit device is lost or stolen. You must also notify us if you think someone used or may use them without your permission. You may contact us by calling the telephone number on the back of your Card or on your billing statement or by writing to us at the address listed on your statement. When you contact us, we may require you to provide information to help in our investigation. We may require you to provide this information in writing. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50; provided, however, this limitation shall not apply if you are an organization and ten (10) or more Cards are issued by us for use by your employees. Neither we nor you may impose liability on an employee for unauthorized use of a Card except as permitted by applicable law and regulation. For purposes of this Agreement, "unauthorized use" means the use of a Card by a person, other than a Cardholder, who does not have actual, implied, or apparent authority to use the Card, and from which the Cardholder received no benefit. If a Cardholder allows someone to use a Card or make changes to your Account (including, without limitation, an employee to whom a Card has been issued), you can terminate this user's authority by retrieving the Card and notifying us. Until you do so, you remain liable for any use by the authorized user.

Foreign Transactions. A Foreign Transaction is any transaction (1) made in a foreign currency or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign Transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If a Cardholder makes a Foreign Transaction, we will assess the Foreign Transaction Fee listed in your

Account-Opening Disclosures. Foreign Transactions made in a foreign currency will be converted by Visa International into a U.S. dollar amount in accordance with operating regulations or conversion procedures in effect at the time the transaction is processed. The conversion rate in effect on the processing date might differ from the rate in effect on the transaction or posting date.

No Transfer. The Account, Cards, this Agreement, and your obligations hereunder are not transferrable or assignable by you (including through a merger, the sale of substantially all your assets, or other operation of law). Any such attempted transfer or assignment will be void and without effect.

Closing Your Account. You may close your Account by notifying us in writing or over the phone. We will honor a request by any Primary Cardholder to close the Account. We may also close your Account or suspend Account privileges at any time and for any reason without prior notice to you. We also have the right not to renew your Account upon its expiration. After your Account is closed, you will not be able to obtain additional Account credit, except that under certain circumstances if you use your Account for a transaction, the transaction may be posted to your Account. If you or we close your Account, you must still repay the total balance in accordance with the terms of this Agreement. If your Account is closed, you must destroy and/or return each Card to us upon request.

Customer's Legal Responsibilities

Responsibility to Pay. You agree to pay us for all Purchases, Advances, Balance Transfers, interest charges, Account fees and charges, any other transaction charges as provided in this Agreement, and, to the extent permitted under applicable law, attorneys fees and collection costs we incur to enforce this Agreement against you. For sole proprietors approved for joint credit, each of you is jointly and severally liable for payment on the Account. For individuals who have agreed to be jointly and severally liable with the Company, both the individual and the Company are jointly and severally liable with the Company. This is the case even if your Account is only used by one of you or is used by someone authorized by only one of you. Your obligation to pay the Account balance continues even though an agreement, divorce decree, court judgment, or other document to which we are not a party may direct another person responsible to pay the Account.

Intent to Repay. Every time a Cardholder uses your Account, you represent to us that you intend to and have the ability to repay your Account obligations. We rely on this representation every time a Cardholder uses your Account.

Company Representations. You represent and warrant to us that (1) the Company is a valid business entity in good standing under the laws of the jurisdiction of its organization, and (2) each person signing any documents pertaining to this Agreement, including without limitation an application for credit, as an authorized representative of the Company is an owner, partner, proprietor, director, member, or other duly elected officer of the Company who, pursuant to all requisite resolutions, governing documents, or other corporate actions, is authorized to complete an application for credit and to borrow on behalf of the Company.

Default/Events of Default. You and your Account will be in Default if:

1. you fail to make any payment when due and in United States Currency;
2. you fail to make any payment at the address we provide in the billing statement or according to such other method we agree;
3. you exceed your credit limit;
4. you violate any other provision of this Agreement;
5. for sole proprietorships, you die without a surviving joint Cardholder;
6. you become insolvent, assign any property to your creditors, or go into bankruptcy or receivership or take any step to do so, make an assignment for the benefit of creditors, or you cease to carry on all or a substantial part of your business or dispose of all or substantially all of your assets;
7. we determine that you have made any false statement on your Account application or in the maintenance

of your Account;

8. you fail to observe any covenant or duty or breach any representation or warranty contained in this Agreement;
9. we have any reason to believe that your Account is, or is in danger of, being used for fraud;
10. for sole proprietorships, you are a married resident of a community property state and you or we receive a written termination notice of this Agreement from your spouse;
11. your Account becomes inactive;
12. anything happens that we believe in good faith materially increases the risk that you will not live up to your payment and other obligations under this agreement;
13. this is a joint Account and one of you notifies us that he or she wants the Account closed or will no longer be liable on the Account; or
14. you attempt to assign or transfer the Account to any third party, including through a merger, the sale of substantially all your assets, or other operation of law.

Effect of Default/Immediate Repayment. If you are in Default, we may, in our sole discretion and in addition to our other remedies under this Agreement, declare all amounts you owe to be immediately due and payable, prohibit any further transactions on your Account, cancel the Card(s), and revoke any privileges associated with the Card(s).

In the event of Default, you agree to destroy and/or return all Cards to us or our designee upon demand.

If you are in Default, we may, in our sole discretion, refuse to pay any of your Advance or Balance Transfer checks that are presented to us. If we decide to honor such checks, you will owe us the amount of such checks under the terms of this Agreement.

Illegal Purchases/Usage. No Cardholder may use or permit your Account to be used to make any illegal purchase or transaction. Your Account will only be used for transactions that are legal where they are conducted.

No Cardholder may use your Account to conduct illegal gambling transactions. Internet gambling may be illegal in your state. We will not be liable if a Cardholder engages in any illegal transaction. We may deny authorization of any transactions identified as Internet gambling.

No Cardholder may use your Account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Use of your Account in those countries will be blocked.

Bank's Legal Rights/ Responsibilities

Ownership of Account/Access Devices. Your Card(s) and any other Account access devices that we supply to you are our property and must be immediately returned to us or our designated agent or otherwise destroyed or surrendered as we instruct.

Changes to Account/Terms. We may change the terms of this Agreement and your Account at any time, including APRs and fees, in accordance with applicable law and the terms of this Agreement. We will give you notice of any such changes in the manner required by law, and we may send this notice to you electronically as permitted by applicable law. Any changes or revised Account terms apply as of the effective date communicated to you in our notice to you unless the notice provides you with the right to opt out, and you do opt out, before the effective date.

Sale of Account/Assignment. We may, at any time and without notice to you, sell, transfer, or assign your Account, any amounts due on your Account, this Agreement, or our rights or obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such sale, transfer or assignment

shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, transferred or assigned.

Refusal to Honor Transactions. We may deny any transactions for any reason at our discretion. We are not liable for any refusal to honor your Account. We are not liable for any retention of your Card by us, any other financial institution, or any provider of goods or services.

Collection and Disclosure of Information; Communications

Privacy Policy; Information Sharing. A copy of our Privacy Policy has been delivered to you and is incorporated as part of this Agreement by reference. You agree to provide and authorize us to collect information about you, including any guarantor on the Account or personal owner of the Company, in order to verify your identity, conduct our business and deliver quality service, including information we receive about you, information we receive from third parties such as credit reporting agencies and information about your transactions with us and other companies. You authorize us to share such information about you or your Account with our affiliates and others. You may have the right to opt out of some information sharing. Please see our Privacy Policy for additional details.

You agree to provide such information in your application and on an ongoing basis as we may request in order to confirm your ongoing eligibility for the Account and satisfy any legal obligations we might have.

Credit Reporting Agencies. We may obtain credit or other consumer reports on you, including any guarantor on the Account or personal owner of the Company, check your credit and verify with others information you provide in connection with your Card and your application. We may report our credit and other experience with you to consumer reporting agencies and others who we determine have a legitimate need for the information. If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, please write to us at:

Dacotah Bank
P.O. Box 1474,
Aberdeen, SD 57402-1474

Please include your name, address, home phone number, and Account number, and explain what you believe is inaccurate or incomplete.

Communications. You consent to and authorize Dacotah Bank, any of its affiliates, or its marketing associates and service providers to monitor and/or record any telephone conversations and other electronic communications between you, your employees, or any Cardholder and our representatives or the representatives of any of those companies for reasonable business purposes, including security and quality assurance. We may not remind you that we may be monitoring or recording a call at the outset of the call unless required to do so by law.

Where a Cardholder has provided a cell phone number directly to us, such Cardholder consents and agrees to accept servicing calls and text messages to their cell phone from us and the service providers we engage to manage your Account. For example, we or our service providers may place calls to Cardholders about fraud alerts or amounts you owe us (collection calls) on your Account. For any telephone or cell phone calls/communications we or our service providers place to any Cardholder, you consent and agree that those calls may be automatically dialed, including artificial or prerecorded messages or texts.

General

Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions will remain in effect and continue to be enforceable.

Entire Agreement. This version of the Agreement replaces any previous version of the Agreement posted online

or otherwise delivered to you. This Agreement, together with such other agreements and documents are incorporated herein by reference (including, without limitation, any credit disclosures you received with your application and any agreements made in your application), as each is modified by any change in terms we may deliver from time to time in accordance with applicable law, constitutes the entire agreement between you and us, and supersedes any prior negotiation, agreement, or understanding between you and us concerning the subject matter of this Agreement.

Governing Law. This Agreement is governed by the law of South Dakota, whether or not you live in South Dakota, and whether or not your Account is used outside of South Dakota, and by any applicable federal laws. You agree that (1) this Agreement is entered into in South Dakota; (2) all credit under this Agreement is extended from South Dakota; and (3) all credit extended under this Agreement is subject to, and governed by, South Dakota law.

Waiver. We do not give up our rights under the Agreement or applicable law when we fail to exercise or delay exercising those rights. Our failure or delay to exercise any right or remedy we have against you does not mean that we waive that right. We may accept late payments, partial payments or checks and money orders marked as being payment in full without losing any rights under this Agreement.

Arbitration Provision. If you encounter a problem relating to this Agreement, you are encouraged to contact us immediately. In most cases, a call to Dacotah Bank or discussing the problem with one of our trained employees will quickly resolve the problem. If we are not able to resolve the problem, any Claim (as defined below) relating to this Agreement will be resolved using the procedures described in this Arbitration Agreement.

If you do not want the Arbitration Agreement to apply, you have the right to reject it following the procedures described in the Your Right to Reject portion of this Arbitration Agreement below.

READ THIS ARBITRATION AGREEMENT CAREFULLY. THIS ARBITRATION AGREEMENT CONTAINS IMPORTANT INFORMATION ABOUT THIS AGREEMENT WITH DACOTAH BANK. IT PROVIDES THAT EITHER YOU OR WE CAN START A BINDING ARBITRATION PROCEEDING TO RESOLVE ANY CLAIMS (AS DEFINED BELOW). ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING AND THE RIGHT TO A TRIAL BY JURY IN COURT. IN ARBITRATION, THE CLAIM IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW, IT WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

Definitions. The following definitions apply for purposes of this Arbitration Agreement:

- "**Arbitration Agreement**" means this section called "Arbitration Provision."
- "**Arbitrator**" means a neutral person or persons from the arbitration organization selected under this Arbitration Agreement.
- "**Claim**" is to be construed broadly. Except as limited in this Arbitration Agreement, "Claim" means any demand, cause of action, complaint, claim, dispute, asserted right, request for monetary or equitable relief, or controversy between you and Dacotah Bank arising from or related to: (i) this Agreement or any prior or later versions of this Agreement as well as any changes to it; (ii) any aspect of any relationship between us that is governed by this Agreement whether based in contract, tort (a "tort" is an injury or wrong, not based on contract law, for which the law provides a legal remedy, such as personal injury, negligence, misrepresentation, or fraud), equity, previous court decisions on a subject (known as "case law" or "common law"), federal or state statute, regulation, rule, or municipal ordinance, or any other theory; (iii) your use of any of the digital services we make

available to you through our website, online banking platforms, and mobile apps; (iv) the formation, construction, scope, applicability, or enforceability of this Arbitration Agreement; (v) your use of the Card or any other services we provide under this Agreement. Claim includes, but is not limited to, Claims that arose before we entered into this Agreement (such as Claims related to disclosures, advertisements, promotions, or oral or written statements made by Dacotah Bank) and after termination this Agreement.

Notwithstanding the forgoing, the term "Claim" excludes (i) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part of it, including, but not limited to the Class Action and Consolidation Waiver and the "Public Injunctive Relief Waiver" (all such claims, disputes, and controversies are for a court and not an arbitrator to decide) and (ii) any individual action brought by either party in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court for which either party then has the right to choose arbitration. Furthermore, nothing in this Arbitration Agreement prohibits, constrains, or limits any: (i) right to self-help or non-judicial remedies, such as the right of set-off ("self-help" and "non-judicial" remedies are actions you or Dacotah Bank can take that do not involve court action); (ii) any individual court action by a party that is limited to preventing the other party from using a self-help or non-judicial remedy and does not involve a request for damages or monetary relief of any kind.

- "**Claim Notice**" means a written notice of a Claim that explains the nature of the Claim and the relief demanded.
- "**Class Action and Consolidation Waiver**" is the waiver provided for in the paragraph called "Class Action and Consolidation Waiver" in this Arbitration Agreement.
- "**Public Injunctive Relief Waiver**" is the waiver provided for in the paragraph called "Public Injunctive Relief Waiver" in this Arbitration Agreement.
- "**You**" and "**Your**" as used in this Arbitration Agreement mean each Client, anyone connected to such person or claiming through such person, such as a joint account holder, account beneficiary, trustee, guardian, or any other representative agent.
- "**We**," "**Us**," "**Our**," and "**Dacotah Bank**" as used in this Arbitration Agreement mean (i) Dacotah Bank, its parent companies, wholly or majority owned subsidiaries, affiliates, successors, assigns, and any of their employees, officers and directors and (ii) any third party providing any services in connection with this Agreement if such third party is named as a party by you in any lawsuit between you and us.

Informal Dispute Resolution. You and Dacotah Bank agree that good-faith informal efforts to resolve disputes often results in a low-cost, expedient, and mutually beneficial outcome. You agree that prior to demanding arbitration against us that you must give Dacotah Bank: (1) a Claim Notice; and (2) a reasonable opportunity to resolve the Claim. Likewise, we agree that before Dacotah Bank may initiate an arbitration against you, Dacotah Bank must give you a Claim Notice and a reasonable opportunity to resolve the Claim. In this provision, "reasonable opportunity" means at least 30 days. Neither you nor Dacotah Bank may give a Claim Notice on behalf of others. If you give Dacotah Bank a Claim Notice, you must reasonably cooperate in providing any information about the Claim that Dacotah Bank reasonably requests. Likewise, if Dacotah Bank gives you a Claim Notice, Dacotah Bank will reasonably cooperate in providing any information about the Claim that you reasonably request.

Dacotah Bank will send any Claim Notice to you to the most recent mailing address for you as contained in Dacotah Bank's records. If there is more than one Client, Dacotah Bank may address the notice and send the notice to any one of you. You must send any Claim Notice to Dacotah Bank by certified mail, return receipt requested addressed to:

Dacotah Bank
Attn: Legal Department
P.O. Box 1560,
Aberdeen, SD 57402-1560

If Dacotah Bank gives you notice of a different address to use for notice purposes, you must send any Claim Notice to Dacotah Bank at that different address. Any Claim Notice you send to Dacotah Bank must: (1) state your name, address, the account number for the Account(s) with us that is(are) the subject of your Claim, and a telephone

number where you can be reached; (2) be signed by you; (3) describe the basis of your Claim and the amount you would accept to resolve the Claim; and (4) state that you are exercising your rights under the Informal Disputes Resolution section of this Arbitration Agreement.

Arbitration. Arbitration is a method of resolving disputes in front of an arbitrator instead of having a trial in court in front of a judge or jury. This Arbitration Agreement, Waiver of Class Action provision and Public Injunctive Relief Waiver ("Arbitration Agreement") governs when and how disputes between you and us will be arbitrated if a dispute arises and you or we choose to arbitrate the dispute instead of having a court of jury resolve the dispute.

YOUR RIGHT TO REJECT. If you do not want this Arbitration Agreement to apply with respect to a(any) particular Account(s), you have the right to reject it by mailing a written "Arbitration Agreement Rejection Notice" ("Rejection Notice"). **Your rejection of this Arbitration Agreement will not affect your ability to obtain any account, product, or service from Dacotah Bank. Any Rejection Notice will not affect any other terms and conditions of your Agreement or your relationship with Dacotah Bank. The Rejection Notice applies only to the Account(s) identified in the Rejection Notice.** The written Rejection Notice must: (1) state that you want to reject arbitration; (2) state your name and address; (3) provide the account number(s) for the Account(s) for which you are rejecting arbitration; (4) be signed by all of you that signed this Agreement; and (5) and be postmarked within thirty (30) calendar days after the Effective Date. Rejecting this Arbitration Agreement, has no effect on any previous or future provisions or agreements to arbitrate between you and Dacotah Bank. The Rejection Notice must be sent by certified mail, return receipt requested, to:

Dacotah Bank
Attn: Legal Department
P.O. Box 1560
Aberdeen, SD 57402-1560

This is the only method you can use to reject the Arbitration Agreement. A Rejection Notice is only effective: (1) for the Account(s) identified in the Rejection Notice; and (2) if it is postmarked within thirty (30) calendar days after the Effective Date.

As set forth above, you and Dacotah Bank agree that we shall attempt to informally settle any and all Claims. If that cannot be done, then, unless you reject this Arbitration Agreement as provided above, you and Dacotah Bank agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration Agreement, even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"). The Rules can be obtained on the AAA website free of charge at www.adr.org; or a copy of the Rules can be obtained at any Dacotah Bank branch upon request.

Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT.** Any written demand should be mailed using the address and process outlined above for a Claim Notice. If you or Dacotah Bank file a court action concerning a Claim, doing so does not waive your right or Dacotah Bank's right to arbitrate any other Claim. For example, if Dacotah started an action against you in court (and you did not request arbitration), that action and any defenses Dacotah raises would be heard by the court. If you filed a counterclaim against Dacotah in that action and the counterclaim was covered by this Arbitration Agreement, you or Dacotah could demand arbitration of the counterclaim.

Any arbitration under this Arbitration Agreement will be binding arbitration. Binding arbitration means that you

and Dacotah Bank must follow the arbitration process and rules and must do whatever the Arbitrator decides. That process will result in an award by the Arbitrator resolving the Claim. However, a Claim cannot be arbitrated after the statute of limitations for the Claim has expired. The "statute of limitations" is the time period allowed by law for initiating a lawsuit or other court action.

This Arbitration Agreement is made in connection with a transaction involving interstate commerce and shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code §§ 1 et.seq. to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement will not be governed by federal or state rules of civil procedure or evidence, or any other state laws that pertain specifically to arbitration. The Arbitrator must apply the substantive law that applies to the Claim, consistent with the Federal Arbitration Act. This includes any applicable statute of limitations and claims of privilege. The "substantive law" is the law that a court would apply to decide the final outcome of a dispute. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

Selection of Arbitrator. The Claims shall be resolved by a single Arbitrator. AAA must apply the following procedure when selecting an Arbitrator. First, AAA must send to the parties (you and Dacotah Bank) an identical list with the names of at least three proposed Arbitrators and any proposed Arbitrator must be a lawyer with at least ten (10) years of experience in the types of financial transactions at issue in the Claim(s). Within 14 days after receiving the list, each party may: (i) advise AAA that all of the names are acceptable; (ii) strike one of the names if the list contains three proposed Arbitrators, and then number the remaining two names in order of preference; or (iii) strike two of the names if the list contains more than three proposed Arbitrators, and then number the remaining names in order of preference. AAA must then select the Arbitrator from among the names not struck and, when possible, based on the order of preference the parties have indicated. If a party does not return the list within the time specified, all proposed arbitrators on the list will be considered acceptable to that party. The procedure in this section does not waive a party's right to object to the selected arbitrator under AAA's Rules. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If there is a conflict between this Arbitration Agreement and the other terms of the Agreement, this Arbitration Agreement controls. If there is a conflict between this Arbitration Agreement and the substantive law that applies, the substantive law controls.

AAA is disqualified if it has a formal or informal rule or policy that is not consistent with and claims to override the terms of the Class Action and Consolidation Waiver. If it is disqualified, AAA may not conduct the arbitration unless you and Dacotah Bank agree. If you and we do not agree, then a different arbitration organization must be selected. Also, if AAA is unavailable to resolve the Claims, a different arbitration organization must be selected. If you and we cannot agree on a substitute arbitration organization, then either you or we may apply to the court to appoint one under Section 5 of the Federal Arbitration Act. Any arbitration organization the parties agree to, or that is appointed by the court: (i) may be an individual arbitrator, a corporate, or other legal entity; (ii) must be neutral; (iii) must have extensive relevant experience in performing arbitrations; and (iv) may not assess fees that are commercially unreasonable.

Effective Date. This Arbitration Agreement is effective upon the 31st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent notice electronically.

Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive or equitable relief. The Arbitrator may award injunctive, equitable

and declaratory relief only if permitted by applicable substantive law. However, the Arbitrator may do so only: (i) in favor of the individual party seeking relief; and (ii) to the extent necessary to provide relief warranted by that party's individual Claim. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed.

Arbitration Costs. At your written request, Dacotah Bank shall pay for any filing, administration, and Arbitrator fees imposed on you by the AAA for any Claim you assert in arbitration after you have paid an equivalent amount (if any) for filing the Claim in state or federal court. If you have already paid a fee for filing the Claim in court, you will not have to pay that amount again. Dacotah Bank will also pay all fees AAA charges: (i) if, and to the extent, applicable law requires; or (ii) if, and to the extent, required for Dacotah Bank to enforce this Arbitration Agreement. Each party will pay for its own attorneys, experts, and witnesses. However, Dacotah Bank will pay your reasonable costs for attorneys, experts, and witnesses if: (i) the arbitration results in an award in your favor; (ii) the arbitration rules require Dacotah Bank to pay these costs; (iii) the law requires Dacotah Bank to pay these costs; or (iv) the law requires Dacotah Bank to pay these costs in order to enforce this Arbitration Agreement. Dacotah Bank will also pay any fees you incur for applying to the court to appoint an arbitration organization under the "Selection of Arbitrator" provision if you are required to file a separate lawsuit to obtain such an appointment. Conversely, under no circumstances, including, but not limited to even if Dacotah Bank prevails, then you will not be required to pay the costs for our attorneys, experts, or witnesses. Nothing contained in this Arbitration Agreement shall prevent either you or Dacotah Bank from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the Arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver and Public Injunctive Relief Waiver set forth below shall be determined by the Court.

Survival. This Arbitration Agreement will survive: (i) termination of this Agreement, closing of your Account(s) or related Services; (ii) any changes to this Agreement, your Account(s) or related Services; (iii) any legal proceeding; (iv) any use of the right of set-off or any other self-help remedy or other remedy or action; (v) the bankruptcy of any party (to the extent consistent with applicable bankruptcy law); and (vi) any transfer, sale or assignment of this Agreement, your Account(s), or any related Services; or (vii) any amounts owed under this Agreement or on your Account(s) or for any related Services, to any other person or entity. Subject to the Severability provision below, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement, providing that such remaining portions are not then materially inconsistent with the terms of this Arbitration Agreement prior to such determination of invalidity or unenforceability.

CLASS ACTION AND CONSOLIDATION WAIVER. IF YOU OR DACOTAH BANK CHOOSE TO ARBITRATE, YOU AND DACOTAH BANK WAIVE (GIVE UP) THE RIGHT TO HAVE ANY CLAIM ARBITRATED OR LITIGATED AS A CLASS ACTION OR A PRIVATE ATTORNEY GENERAL ACTION. ANY ARBITRATION OF A CLAIM WILL BE LIMITED TO DACOTAH BANK'S OR YOUR INDIVIDUAL CLAIMS ONLY. REGARDLESS OF ANY OTHER PROVISION OF THIS ARBITRATION AGREEMENT, IF YOU OR DACOTAH BANK ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR DACOTAH BANK HAVE THE RIGHT TO: (i) PARTICIPATE IN A CLASS ACTION IN A COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; (ii) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (iii) JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON; or (iv) OBTAIN ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND DACOTAH BANK INDIVIDUALLY THIS CLASS ACTION AND CONSOLIDATION WAIVER DOES NOT APPLY TO ANY LAWSUIT FILED AGAINST DACOTAH BANK IN COURT BY A STATE OR FEDERAL GOVERNMENT AGENCY. THIS

MEANS THAT DACOTAH BANK WILL NOT HAVE THE RIGHT TO COMPEL ARBITRATION OF ANY CLAIM BROUGHT BY SUCH AN AGENCY.

PUBLIC INJUNCTIVE RELIEF WAIVER. If either you or Dacotah Bank elect to arbitrate a Claim, neither you nor we will have the right to seek a public injunction, if such a waiver is permitted by the Federal Arbitration Act. If (after exhaustion of all appeals) a court decides that this Public Injunctive Relief Waiver is unenforceable, any request for a public injunction will be decided in court after all other Claims are arbitrated. In no event will an Arbitrator be permitted to issue a public injunction.

Severability. The parties acknowledge and agree that the Class Action and Consolidation Waiver and Public Injunctive Relief Waiver are material and essential to the arbitration of any Claims and is non-severable from this Arbitration Agreement. If (after exhaustion of all appeals) a court finds that the Class Action Waiver or the Public Injunctive Relief Waiver is unenforceable, then any non-arbitrable aspects of the Claims will proceed in court after all other arbitrable aspects of the Claims are arbitrated. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. In the event any provision of this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall be enforceable, except as provided by the Class Action and Consolidation Waiver or the Public Injunctive Relief Waiver.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.