

AGTEGRA COOPERATIVE CONSUMER CREDIT ACCOUNT TERMS AND CONDITIONS (THIS "AGREEMENT")

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	18%
How to Avoid Paying Interest	Your due date is at least 15 days after the last day of each month. The Cooperative will not charge you interest on new purchases during the month if you pay your entire balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website for the Consumer Financial Protection Bureaus at http://www.consumerfinance.gov/learnmore

Penalty Fees	
<ul style="list-style-type: none">Returned Check	If any check or similar item you give to the Cooperative for payment under this Agreement is returned dishonored or returned for any reason, you agree to pay a returned check charge in the amount of \$40.00.

HOW WE WILL CALCULATE YOUR BALANCE: The Cooperative figures the interest charge on your account by applying the periodic rate to the amount you owe at the end of each billing cycle (month) after deducting payments and credits made during the billing cycle. Interest will accrue on new purchases during the billing cycle only if they remain unpaid after the due date described above. See this Agreement for more details.

BILLING RIGHTS: Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement below.

JOINT ACCOUNT: If an applicant and co-applicant(s) are listed on this Credit Application and the account of record, such applicants shall be jointly and severally liable for all amounts owed under this Agreement.

CREDIT REPORT: Each customer/applicant/co-applicant(s) ("Customer", "you" or "your") identified on this Credit Application and the account of record authorizes AGTEGRA COOPERATIVE (the "Cooperative") to obtain credit reports from such credit reporting agencies as the Cooperative deems appropriate regarding Customer for purposes of your application for credit. You agree to provide such additional information as the Cooperative may request from time to time, including without limitation current financial statements.

TERMS: Credit purchases for direct ship transit fuel and gas deliveries (as defined by the Cooperative) made to Customer must be paid in full within 10 days after the date of delivery. For all other credit purchases, the BILLING DATE is the last day of the month in which the purchase was made. The DUE DATE for payment is the 22nd day of the next month. If an account is paid in full by the applicable due date, no interest charge will be assessed. All open accounts are to be paid in full by the applicable due date, unless other arrangements are made with the Cooperative. All payments and other credits will be applied to unpaid interest charges first; then applied to invoices in order of oldest applicable due date first. All invoices and statements delivered to Customer by the Cooperative shall be deemed conclusive as to the items purchased and the related charges unless Customer informs the Cooperative as provided in the Billing Rights Notice.

PROMISE TO PAY: You agree to pay the Cooperative for all purchases made in connection with your account in full when due. Credit approval shall be in the Cooperative's sole discretion. Each of you agrees that you are individually and jointly responsible to pay for all purchases and all other amounts on your account, including without limitation, all interest and finance charges and all other charges described in this Agreement. When you sign this Credit Application for your account or use your account to make purchases, you are agreeing to the terms and conditions of this Agreement.

INTEREST CHARGES AND FEES: Interest charges begin to accrue on new purchases that remain unpaid after the due date disclosed above. Interest charges will continue on the principal of amounts that remain unpaid after the due date. However, no interest shall be charged to you if you pay the balance of your account in full by the due date. All accounts not paid by the applicable due date will be charged a monthly INTEREST CHARGE equal to 1.5% of the unpaid balance of the account that is due (equal to an ANNUAL PERCENTAGE RATE of 18% (provided, however, that at no time shall the INTEREST CHARGE exceed the maximum rate applicable permitted by state law). If any check or similar item you give to the Cooperative for payment under this Agreement is returned dishonored or returned for any reason, you agree to pay a returned check charge in the amount of \$40.00.

FUEL OR GAS CARDS: You agree to promptly notify the Cooperative if your fuel or gas card is lost or stolen or if you believe the card has been used without your permission. If you notice the loss or theft of your fuel or gas card or a possible unauthorized use of your card, you should call the Cooperative at (605) 225-5500 or write to the Cooperative immediately at 908 Lamont Street South, Aberdeen, South Dakota 57401. You will not be liable for any unauthorized use that occurs after the Cooperative receives notification. You may, however, be liable for unauthorized use that occurs before your notice is received by the Cooperative.

BILLING AND PAYMENTS: You will be billed monthly for credit purchases from the Cooperative and for any unpaid balance on your account. You will receive a monthly statement of account for any month in which you have an unpaid balance on in which interest, finance or other charges are imposed. You have the right to pay your account in full at any time. You must make payment in U.S. Dollars by means of check, money order, cash, credit card, ACH or any other means approved by, and acceptable to, the Cooperative.

SUSPENSION OF CREDIT PRIVILEGE: The Cooperative may, in its sole discretion, suspend, limit, or terminate further credit privileges without prior notice. Furthermore, legal action may be taken to collect past due accounts. Suspension or termination of credit may, but is not required to, be waived in the Cooperative's sole discretion if Customer can provide adequate collateral or an assignment to secure the past due account.

CREDIT CARD PAYMENTS: The Cooperative may, in its sole discretion, accept valid credit card payments. You may call your Cooperative location or our main office at (605) 225-5500 and ask for either the bookkeeping department or credit department to process accepted credit cards. Each Customer agrees that the Cooperative may assess a surcharge for credit card payments. The amount of the current surcharge is posted at our locations and can also be obtained by calling the Cooperative at the telephone number above.

SECURITY INTEREST AND GUARANTY:

The Cooperative, pursuant to its Articles of Incorporation and Bylaws, has a security interest and a first lien on the patronage equities of the Cooperative held by any Customer for any debt due by that Customer. Customer acknowledges and agrees to be bound by the Articles of Incorporation and Bylaws of the Cooperative, as they now exist or hereafter be amended and does hereby consent to include in his/her/its gross income for federal income tax purposes the total year's patronage allocation from the Cooperative, in accordance with 26 U.S.C. 1385 & 1388.

Furthermore, each Customer grants to the Cooperative a security interest in all personal property owned by Customer and held by or owed to Customer by the Cooperative, including without limitation all equity interests in the Cooperative and all dividends owed to Customer by the Cooperative. Your personal property may also be subject to liens or interests created by applicable state law, including, but not limited to: 1) statutory liens such as the North Dakota ag supplier's lien,

mechanics liens, and similar liens; or 2) judgment liens if legal action results in a court judgment in the Cooperative's favor. If Customer is a corporation, limited liability company, partnership or other entity, the person executing this Agreement agrees to personally guaranty the full payment and performance of all of Customer's obligations under this Agreement.

DEFAULT AND REMEDIES: If Customer (1) fails to make a payment when due, (2) fails to keep any promise Customer made to the Cooperative, (3) becomes insolvent, files for bankruptcy protection, is unable to pay its debts or becomes subject to a receivership, then the Cooperative may exercise any or all remedies available to it, including without limitation, terminate your account, making all amounts Customer owes to the Cooperative immediately due and payable in full, enforcing any lien or security interest that the Cooperative may hold in the property of Customer, and setting off any amounts owed by Customer against any amounts that the Cooperative owes to the Customer. Neither an extension of time for payment granted to Customer, nor acceptance of partial payment by the Cooperative, shall constitute a waiver of the Cooperative's right to full payment and performance of Customer's obligations under this Agreement. In the event you are in default under this Agreement, you agree to pay all reasonable costs of collection incurred by the Cooperative, including attorney's fees and court costs. Waiver by the Cooperative of any default shall not operate as a waiver of any other default.

CHANGE IN TERMS: Each Customer agrees that the Cooperative may modify the terms of this Agreement from time to time upon prior written notice sent to Customer's address contained in the Cooperative's files or as otherwise set forth on the Cooperative's invoice. No modification of this Agreement is effective unless it is in writing. Your use of your account after notice of modification to the terms of the account will constitute your agreement to the modified terms.

APPLICABLE LAW: This Agreement is governed by the laws of the State of South Dakota. Any action brought in connection with this Agreement must be brought in the state or federal courts for Brown County, South Dakota.

TELEPHONE COMMUNICATIONS: Each Customer authorizes the Cooperative and its service providers and affiliates to contact such Customer for marketing/advertising and other purposes (including both voice calls and text (SMS) messaging) using: (a) the phone or mobile number(s) listed on this Credit Application and the account of record, and/or (b) an automatic telephone dialing system (ATDS) or artificial prerecorded voice. Each Customer understands that (i) such Customer is not required to grant consent as a condition of buying any property, goods, or services, (ii) the Customer may revoke the consent at any time by contacting the Cooperative at (605) 225-5500, (iii) message and data rates may apply, and if Customer's contact information changes, Customer should inform the Cooperative by calling (605) 225-5500.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

EFFECTIVE DATE: The above terms shall become effective December 1, 2019. All inconsistent provisions and outstanding agreements are amended accordingly.

BILLING RIGHTS NOTICE

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: Agtegra Cooperative, 908 Lamont Street South, Aberdeen, South Dakota 57401

You may also contact us on the Web: www.agtegra.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:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.