

Deposit Agreement and Disclosures Secured Credit Card Deposit Account

In this Agreement, the words "you" and "your" refer to all persons named on the request form for this account. The words "we" and "us" refer to First National Bank of Omaha. These are the terms and conditions that govern the Deposit Account ("Account") that you have agreed to establish and pledge to us as collateral for your secured credit card obligations. As you have agreed, we will retain possession of your Account until it is closed in accordance with Section 9. If you disagree with the terms and conditions of this deposit agreement, you should contact us in writing immediately and request to close this account and your credit card account.

1. Our Security Interest in Your Account. You have agreed to pledge, assign and grant a security interest in your account (including all principal and interest now or hereafter deposited) to us as collateral for your credit card obligations to us. If you fail to pay or otherwise default in those obligations, we may: (a) without advance notice to you, take any or all of the balance in the account and apply it to payment of your credit card obligations to us; and (b) pursue other legal remedies against you. You cannot permit anybody else to have an interest in your account. If more than one of you have an interest in this account, we may apply the full amount on deposit in satisfaction of your credit card obligations, regardless of which you supplied the funds for deposit or incurred the credit card charges.

2. Interest. No interest is paid on this account.

3. Multiple-Party Accounts. If there is more than one of you, your account is a joint account with right of survivorship. Anyone of you may deposit checks payable to either or both of you, with or without endorsement. Subject to the restrictions in Section 5, we may pay the sums on deposit to anyone of you unless we receive an appropriate written notice that payments in accordance with the terms of the account should not be permitted. Any such notice must be sent to First National Bank Omaha, Secured Card Group, Stop Code 3109, P.O. Box 2978, Omaha, NE 68103-2978. Each of you shall be fully responsible for and shall pay to us the amount of any item deposited to the account and returned unpaid, regardless of which of you deposited the item or benefit from its proceeds. You are jointly and severally responsible for all obligations hereunder.

4. Deposits. You may make additional deposits to your account at any time, but those deposits must be in minimum amounts of \$50, and must be sent to First National Bank Omaha, Secured Card Group, Stop Code 3109, P.O. Box 2978, Omaha, NE 68103-2978 and identified as a deposit, not a payment on your credit card account. Your maximum total deposit may not exceed \$5,000.00. We will consider additional deposits to be requests to increase the credit limit on your account by the amount of the deposit, rounded down to the nearest \$50. We are not, however, obligated to honor such requests and we reserve the right, in our discretion, to refuse additional deposits to your account. All deposits are received and credited by us provisionally and subject to final collection. We act only as your agent in receiving and handling items for deposit or collection and are not responsible for the actions of other banks or for the loss or destruction of items in transit. We may charge back to your account the amount of any item deposited and returned unpaid. You waive notice of dishonor of any such item and authorize us to attempt to re-clear that item if we wish (but we are not required to do so). You agree to assume responsibility for any loss resulting from endorsing or otherwise marking the back of any deposited item outside of the designated payee endorsement area.

5. Limitations on Withdrawals. You may not make any withdrawals from this account except to close it in accordance with Section 9 (and except for payments of interest in accordance with Section 2). No transfers whatsoever are permitted from this account, including, but not limited to, transfers by check, draft, debit card or similar order made by you and payable to third parties. In addition to the 30-day period referenced in Section 9, we reserve the right, at any time, to require at least seven days advance written notice prior to any withdrawal from your account.

6. Safeguarding Your Account. You agree to use reasonable care in handling your account, in safekeeping your account information and documents, and in reviewing your statements. If your lack of care results in a loss to us, you agree to reimburse us for that loss. If any unauthorized access to your account occurs, or if any items deposited in your account are forged or altered, you agree to cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator.

7. Statements. We may, but are not required to, send you periodic statements reflecting activity on your account (if there is more than one of you, we may send statements to one address that you select). Any other notices that we send you may be sent to the address designated for your statements. You agree to examine your statement and to notify us immediately of any discrepancy. If you do not notify us reasonably promptly, you may be precluded from making a claim against us. Unless you give us written notice within 90 days after the date of the statement, the statement shall be deemed correct for all purposes and we shall not be liable for any transactions reflected thereon. No legal proceeding or action may be brought against us with respect to any transaction reflected on a statement sent to you unless you: (a) give us written notice as provided above; and (b) commence the action or proceeding within one year after the date of the statement on which the transaction was reflected.

8. Change in Terms. We may change the terms of this Agreement at any time. If we do so, we will mail notice to you, if required by law. Unless otherwise stated, changes will be effective immediately. In any event your continued use of the account or your credit card account after the change will mean that you agree to the change; if you disagree with a change, you may close your account in accordance with Section 9.

9. Closing Accounts. Your account may be closed, by you or by us, at any time and for any reason. If you wish to close your account, you should give us your request as far in advance as possible. We need not send you any remaining balance until: (a) we have received a return of your credit cards; and (b) your credit card account is paid in full; and (c) we are satisfied that no further charges will appear on your credit card account (which may take up to 30 days). If we close your account, we need not give you notice unless required by law. If your account is closed, we may issue a cashier's check for the remaining balance, if any, in the account.

10. Garnishment. Legal Process. Disputes. You agree that we will not be responsible for complying with any garnishment, levy, subpoena or other judicial, administrative or legal process we receive regarding your account. We may refuse to comply with any such process if we deem our rights superior to those of the claimant by virtue of our security interest in the account. We may impose a reasonable processing charge in such circumstances. In addition, if the foregoing should occur or if there is any dispute regarding your account (such as a dispute regarding ownership of the account or the authority of any person to take action on the account), you will indemnify us for our losses, costs and expenses and we may charge the amount thereof to your account.

11. Our Obligations. We have certain obligations to you under applicable law, including the obligation to exercise ordinary care. That obligation shall be measured by the reasonableness of banking procedures established for the transaction involved and general banking usage in the area served by us; clerical error, inadvertence or oversight or an honest mistake of judgment shall not constitute a failure to exercise ordinary care. You agree that we shall have no liability to you other than liability imposed by statute which cannot be waived. You also agree that we will not be liable for, and you will hold us harmless from claims arising out of, our responding to third party inquiries about your account.

12. Miscellaneous. Your account and the deposits you make will be governed by federal and Nebraska state laws and regulations, applicable clearinghouse rules, and such additional rules, regulations and policies (including, but not limited to banking days and cut-off times) as we may establish from time to time. If any provision of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall be unaffected. No waiver of the terms of this Agreement by us will be effective unless signed by an authorized officer. You agree to notify us promptly of any change in address. Your account is non-transferable by you. You agree that we may contact any source necessary and may obtain a credit report on you for purposes related to your account such as opening, maintaining, reviewing and servicing your account. If you request, you will be informed of whether or not a credit report was requested and of the name and address of the consumer reporting agency that furnished the report. You also agree that we may verify your employment, income and other relevant information.