#### FORTIVA CREDIT PROTECTION PLAN ADDENDUM

## PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY SO THAT YOU WILL BE AWARE OF LIMITATIONS, EXCLUSIONS AND REQUIRED PROCEDURES.

**1. FORTIVA CREDIT PROTECTION** is an optional addition to your The Bank of Missouri ("we," "us" and "our") Fortiva Credit Card Agreement ("Agreement"). Your decision to add Fortiva Credit Protection to your Agreement will not affect any application for credit or the terms of any existing credit agreement that you may have with us. In return for a monthly fee ("Fortiva Credit Protection Fee") and under certain conditions as described herein, we will make your minimum payment for a period of time or cancel certain portions of your Account balance as described below. In this Fortiva Credit Protection Plan Addendum ("Addendum"), "you" and "your" refer only to the Primary Cardholder of the Fortiva credit card account ("Account") that is protected under this Addendum. No other person shall be considered a party to or protected under this Addendum for any Protected Event.

**2. DEFINED TERMS.** Capitalized terms not defined herein have the same meanings as are given them in your Agreement. Within this Addendum, certain terms are defined as follows:

<u>Benefit(s)</u>: Balance cancellation or payments made by us on your behalf for minimum payments due on your Account for a period of time

**Balance Cancellation Benefit**: Cancellation of all or a portion of your outstanding debt as a result of activation of a Benefit for Loss of Life. The amount cancelled will not exceed the lesser of your Protected Balance, your Credit Line or \$5,000.

<u>Minimum Payment Benefit</u>: During a Minimum Payment Benefit Period, your responsibility to make a minimum payment on your Account is eliminated (excluding any past due or over-limit amounts) as a result of your activation of a Benefit for Involuntary Job Loss, Disability, or Hospitalization. We will not bill your Account for Fortiva Credit Protection Fees, and we will make any minimum payments due on your behalf during the Minimum Payment Benefit Period. However, finance charges will continue to accrue during the Minimum Payment Benefit Period. Any scheduled annual fee provided for in your Agreement will be deferred until the Minimum Payment Benefit Period has ended. Once the Minimum Payment Benefit Period has ended you will be obligated to repay the amount outstanding on your Account, including any charges posted during the Minimum Payment Benefit Period.

<u>Minimum Payment Benefit Period</u>: The period of time during which we will make minimum payments on your behalf. The Minimum Payment Benefit Period begins after approval of the Benefit Activation Form and will not exceed six (6) Billing Cycles for Involuntary Job Loss, Disability or Hospitalization.

**Enrollment Year**: Begins on the Enrollment Date as printed on the Addendum and continues for 365 days.

**Event Date**: The initial date of a Protected Event as indicated on your accepted Benefit Activation Form. For Loss of Life, the date of death as indicated on your accepted Benefit Activation Form.

**Protected Balance**: The outstanding balance of your Account as of an Event Date.

**Protected Event**: Loss of Life, Involuntary Job Loss, Disability, or Hospitalization (as defined in Specific Conditions and Requirements for Each Protected Event section below), for which you are eligible to receive a Balance Cancellation Benefit or Minimum Payment Benefit under this Addendum.

Responsible Party: An individual designated and authorized to handle your financial matters.

**3. FORTIVA CREDIT PROTECTION FEE.** The Fortiva Credit Protection Fee is \$.89 per \$100 of your total outstanding balance for Purchases and Cash Advances. The Fortiva Credit Protection Fee will be shown on your Account billing statement and added to the outstanding balance due on your Account each Billing Cycle. If the total outstanding balance on your Account for Purchases and Cash Advances for a Billing Cycle is zero, no Fortiva Credit Protection Fee will be imposed for that Billing Cycle. Your enrollment in Fortiva Credit Protection will automatically renew each Billing Cycle, at the then current rate, unless you contact us to cancel. <u>See</u> Section 9 below.

**4. SPECIFIC CONDITIONS AND REQUIREMENTS FOR EACH PROTECTED EVENT.** To activate a Benefit for any Protected Event, you must meet the specific conditions and requirements for the Protected Event as described below and not be subject to any of the exclusions.

LOSS OF LIFE	
Definition:	Loss of life during the term of this Addendum.
Exclusions:	Loss of life because of suicide, intentional self-inflicted injury whether sane or insane, participation in criminal acts (including, but not limited, to the use of illegal drugs), non- commercial flight, military service, acts of war or terrorism, riding or driving in any kind of race, use of alcohol or other intoxicants.
Benefit Provided:	Cancellation of the lesser of your Protected Balance, your Credit Line or \$5,000.
Required Evidence of Protected Event:	Submission of the completed Benefit Activation Form along with a certified copy of the primary cardholder's death certificate.
INVOLUNTARY JOB	LOSS
Definition:	You can receive an Involuntary Job Loss Benefit if you are employed full-time at any point during the term of this Addendum and subsequently become and remain totally and continuously unemployed during the remaining term of this Addendum because of one of the following events: (a) permanent involuntary termination of employment; (b) involuntary layoff or suspension of employment; (c) authorized, unionized strike or labor dispute by a chartered or previously organized trade or labor union; or (d) lockout or discharge of employees or temporary closing in response to organized employee activity.
Exclusions:	<ul> <li>You cannot obtain an Involuntary Job Loss Benefit if your job loss is related to one of the following events:</li> <li>(a) willful or criminal misconduct;</li> <li>(b) voluntarily resignation or leave of absence, retirement or expiration of an employment contract;</li> <li>(c) you were employed as an independent contractor, seasonal worker, sole proprietor, or business owner;</li> </ul>
	<ul> <li>(d) you were employed by an immediate family member.</li> <li>(e) you were not employed at a full-time job (i.e., working at least thirty (30) hours per week) for at least ninety (90) consecutive days prior to the date of loss; or</li> <li>(f) you are receiving a Benefit for another Protected Event under this Addendum.</li> <li><u>See also</u> Section 6.3 of this Addendum.</li> </ul>
Maximum Duration of Minimum Payment Benefit Period:	Up to six (6) Billing Cycles per continuous occurrence or until Involuntary Job Loss ceases, whichever occurs first; at least 365 days must elapse between the end of one Minimum Payment Benefit Period and the beginning of another to receive a subsequent Involuntary Job Loss Benefit from us under this Addendum.

Required Evidence of Protected Event:	Submission of the completed Benefit Activation Form along with the following: - For involuntary termination or layoff, satisfactory evidence that you have registered for work
	with your state employment office or a recognized employment agency within thirty (30) days of your last date of employment.
	- For a strike or lockout, satisfactory evidence of involuntary unemployment, which may include a statement signed by an officer of your union.
	You must give satisfactory written proof of your continuing Involuntary Job Loss on a monthly basis or any time upon request of the Fortiva Credit Protection Program Administrator.
HOSPITALIZATION	
Definition:	You can receive a Hospitalization Benefit if you are a registered bed patient at a hospital for at least one (1) overnight stay because of a recognized medical condition during the term of this Addendum.
Exclusions:	You cannot receive a Hospitalization Benefit if you are hospitalized for one of the following reasons:
	<ul><li>(a) normal pregnancy or childbirth, including Caesarian Section;</li><li>(b) intentional self-inflicted injury or commission of a crime (including, but not limited, to use of illegal drugs).</li></ul>
	(c) you are receiving Benefits for another Protected Event under this Addendum. <u>See also</u> Section 6.3 of this Addendum.
Maximum Duration of Minimum Payment Benefit Period:	Up to six (6) Billing Cycles per continuous occurrence or until medical condition ceases, whicheve occurs first; at least 365 days must elapse between the end of one Minimum Payment Benefi Period and the beginning of another for medical condition.
Required Evidence of Protected Event:	Submission of the completed Benefit Activation Form, along with satisfactory evidence of the dates and the cause of the Hospitalization which must be signed by a state-licensed doctor o medicine or hospital official other than yourself.
DISABILITY	
Definition:	You can receive a Disability Benefit if you become and remain unable to perform the major duties of your occupation during the term of this Addendum for thirty (30) consecutive calendar days as a direct result of bodily injury, sickness, disease or other cause.
Exclusions:	<ul> <li>You cannot receive a Disability Benefit if your Disability is caused by the following:</li> <li>(a) normal pregnancy or childbirth, including Caesarian Section;</li> <li>(b) intentional self-inflicted injury or commission of a crime (including but not limited to use o illegal drugs); or</li> </ul>
	<ul> <li>(c) any disease, injury or condition of health for which you were hospitalized or received medica or surgical treatment, including medication, consultation, advice or therapy, within the six (6) months preceding your Enrollment Date for this Addendum, which caused, or contributed to your Disability;</li> </ul>
	You also cannot receive a Disability Benefit if: (a) You were not employed full time and working at least thirty (30) hours per week for at leas ninety (90) consecutive days prior to the date of disability;
	<ul> <li>(b) You are working for wages or profit during the Deferment Period;</li> <li>(c) You are not under the continuous care of a licensed doctor of medicine other than yourself; of</li> <li>(d) You are receiving a Benefit for another Protected Event under this Addendum.</li> <li><u>See also</u> Section 6.3 of this Addendum.</li> </ul>

Benefit Activation Waiting Period:	Thirty (30) days from the Event Date of your Disability must elapse before you may activate this Benefit.
Maximum Duration of Minimum Payment Benefit Period:	Up to six (6) Billing Cycles per continuous occurrence or until Disability ceases, whichever occurs first; at least 365 days must elapse between the end of one Minimum Payment Benefit Period and the beginning of another for Disability.
Required Evidence of Protected Event:	Submission of the completed Benefit Activation Form, along with satisfactory evidence of the dates and cause of Hospitalization which must be signed by a licensed doctor of medicine or hospital official other than yourself.

### 5. GENERAL CONDITIONS AND REQUIREMENTS APPLICABLE TO ALL PROTECTED EVENTS.

**5.1 General Activation Requirements.** You or a Responsible Party must notify us of the occurrence of a Protected Event in accordance with all applicable guidelines. Benefits are contingent upon (i) your active enrollment in Fortiva Credit Protection (including your satisfactory payment of the Fortiva Credit Protection Fee), (ii) the occurrence of a Protected Event, (iii) your compliance with applicable activation requirements and (iv) the expiration of any applicable waiting period for Benefit activation.

**5.2 No Addendum Waiting Period.** A Benefit may be activated for any Protected Event occurring after your Enrollment Date.

**5.3 Benefit Activation.** To request activation for a Protected Event, you must contact Fortiva Credit Protection and request a Benefit Activation Form. You may call the Fortiva Credit Protection Program toll free at 1-866-816-7025, Monday through Sunday from 8:00 a.m. to 12:00 a.m. Eastern Time. Written requests for Benefit Activation Forms should be sent via U.S. mail to Fortiva Credit Protection, P.O. Box 105415, Atlanta, GA 30348-5415. Fortiva Credit Protection will send a Benefit Activation Form within 15 days of the request. You or a Responsible Party and any other required persons or officials must complete the Benefit Activation Form as required for the applicable Protected Event. We will not activate a Benefit until the Benefit Activation Form is completed by all required parties and returned to the Fortiva Credit Protection with the required documentation. If you or a Responsible Party fail to request the Benefit Activation Form, or fail to provide the Program Administrator with the required documents or required evidence of any Protected Event within {60} days of the Event Date, you will forfeit the right to any Benefit for That particular Protected Event. If you elect to terminate a Benefit early, you forfeit the right to any further Benefit for Protected Event.

**PLEASE NOTE.** The timing of the application of a Cancellation Benefit or Minimum Payment Benefit to your Account will be based on your submission and our approval of the Benefit Activation Form. To avoid additional Finance Charges and Late Payment Fees on your Account, you or a Responsible Party must continue to make the scheduled Minimum Payments on your Account, until your request for a Protected Event is approved and a Benefit is activated.

#### 6. GENERAL LIMITATIONS ON BENEFITS, MULTIPLE PROTECTED EVENTS AND MULTIPLE OCCURRENCES.

6.1 General Limitations and Monetary Limitations on Benefits. Your Account must have an outstanding balance to activate a Benefit under this Addendum. No amounts will be paid directly to you. There are specific monetary limits for Loss of Life listed in Section 6.2 below.

**6.2 Limitations on Balance Cancellation Benefits**. For Loss of Life, the only Benefit provided is a Balance Cancellation Benefit.

**6.3 Limitations on Minimum Payment Benefit.** The only Benefit provided for Involuntary Job Loss, Disability, or Hospitalization is a Minimum Payment Benefit.

During the Minimum Payment Benefit Period, your responsibility to make a Minimum Payment on your Account is eliminated (excluding any past due or overlimit amounts) as a result of your activation of a Benefit for Involuntary Job Loss, Disability, or Hospitalization. We will not bill your Account for Fortiva Credit Protection Fees, and we will make any minimum payments due on your Account during the Minimum Payment Benefit Period. However, Finance Charges will continue to accrue during the Minimum Payment Benefit Period. Any scheduled Annual Fee

provided for in your Agreement will be deferred until the Minimum Payment Benefit Period has ended. During a Minimum Payment Benefit Period, your ability to make Purchases, take Cash Advances, or have any transactions (including preauthorized debits) charged to your Account will be suspended.

If your Account is thirty (30) days or greater past due when a Benefit for Involuntary Job Loss, Disability, or Hospitalization is activated, you will not be eligible to activate a Benefit for any other Protected Event that provides a Minimum Payment Benefit during the same Enrollment Year, if your Account is past due at the time of the second request. For example, you enroll in Fortiva Credit Protection on October 1, 2017 and activate a Benefit for Hospitalization in November 2017 at a time when your Account is greater than thirty (30) days past due, you may not request Benefit Activation for Involuntary Job Loss, or Hospitalization until October 2, 2018, the start of a new Enrollment Year, or your Account status is brought current.

When a Minimum Payment Benefit Period ends, the normal terms of your Agreement will apply, Minimum Payments will be required from you, Fortiva Credit Protection Fees and other Account fees will be charged, and Finance Charges will continue to accrue. Following a Minimum Payment Benefit Period, you must first make a minimum payment before you will be allowed to use your Account for new Purchases, Cash Advances or preauthorized debit transactions.

**6.4 Multiple Protected Events and Multiple Occurrences.** You may only activate and receive a Benefit for one Protected Event at a time under this Addendum, except in the event of Loss of Life. The occurrence of simultaneous Protected Events only entitles you to one Cancellation or Deferment Period. For Involuntary Job Loss, Disability and Hospitalization, at least 365 days must elapse between the end of one Deferment Period and the beginning of another for the same type of Protected Event. However, if you have already activated a Benefit for a Protected Event and Loss of Life occurs during the Minimum Payment Benefit Period, your Account will remain eligible to activate a Balance Cancellation Benefit for Loss of Life.

**7. POSSIBLE TAX CONSEQUENCES.** The Benefits provided under this Addendum may be taxable to you or your estate as income. This means that you may be required to pay federal and/or state income tax on the Benefits provided. We will NOT pay any income tax owed by you or your estate. You (or any Responsible Party) should consult your own tax advisor regarding the consequences of any Benefits received under this Addendum.

# 8. CHANGES TO THIS ADDENDUM. We may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to, this Addendum, including increasing the amount of the Fortiva Credit Protection Fee, by giving you written notice of the effective date of each change. You will have the option to cancel your Fortiva Credit Protection without penalty before each announced change goes into effect.

**9. TERMINATION OF ADDENDUM.** Either you or we may voluntarily cancel this Addendum at any time upon written notice to the other party. If you cancel Fortiva Credit Protection within sixty (60) days of your Enrollment Date, you may receive a credit to your Account for all Fortiva Credit Protection Fees paid during the first sixty (60) days. If you cancel after thirty (30) days, you will no longer be billed the Fortiva Credit Protection Fee, beginning on the first day of the Billing Cycle after you notify us of your decision to cancel at 1-866-816-7025 or via U.S. mail at: Fortiva Credit Protection, P.O. Box 105415, Atlanta, GA 30348-5415. We may cancel this Addendum on the earliest of the following dates (and thereafter no further Benefit will be provided):

- The date you default under the terms of your Agreement;
- The date after which two (2) consecutive minimum payments have not been paid when due;
- The date you move to a state where Fortiva Credit Protection is not available; or
- The date we elect to terminate the Program or, by advance notice, terminate further Benefits for your Account.

**10. INCORPORATION OF TERMS; CONFLICTS.** Except as expressly modified or replaced by this Addendum, the terms and conditions of your Agreement, including, but not limited to the portions entitled Consent to Receive Electronic Disclosures, Monitoring and Recording, Communication with You, Consent to Contact by Electronic and other Means, Information Sharing, Assignment, Transfer, Arbitration, Delay in Enforcement, Severability, Entire Agreement and Governing Law for Credit apply to this Addendum. In the event of any conflict between your Agreement and this Addendum, the specific terms of this Addendum shall prevail, but solely as they relate to the Benefits provided hereunder.