

## SHOP.COM™ MASTERCARD® FOR BUSINESS CREDIT CARD REWARDS PROGRAM TERMS AND CONDITIONS

As used in these Terms and Conditions, the words "you" and "your" refer to the Company and/or Cardholder(s) with an Account enrolled in the SHOP.COM™ MasterCard® For Business Credit Card Rewards Program described below (the "Credit Card Rewards Program"). First National Bank of Omaha (referred to herein as "we", "us", "our", and "FNBO®"), is the issuer of the credit card account(s) (the "Account") and the sponsor of the Credit Card Rewards Program. The Credit Card Rewards Program is offered at our sole discretion and is dependent on the participation and cooperation of Market America, Inc (referred to as "Market America").

You can earn BV in two ways: through Market America's Management Performance Compensation Plan ("Market America's MPCP") provided and administered by Market America and through the Credit Card Rewards Program. **MARKET AMERICA'S MPCP:** As an independent distributor ("Independent UnFranchise® Owner") of Market America, you can earn BV through Market America's MPCP. "BV" is a unit of value used to calculate the commissions payable to Independent UnFranchise® Owners according to criteria stated in Market America's MPCP. Eligibility for earning BV is conditional on your active status and good standing as an Independent UnFranchise® Owner and subject to the terms of the Independent UnFranchise® Owner Application & Agreement between you and Market America, Market America's MPCP, the Market America Career Manual, and any other agreements between you and Market America relating to Market America's MPCP (the foregoing documents are collectively referred to as "Your Market America Agreement"). In order to be eligible for BV awards, you must also establish a valid BV Bank account (a "BV Bank") with Market America. Market America is solely responsible for the rules and administration of Market America's MPCP, which is governed by Your Market America Agreement. BV is awarded only by Market America through Market America's MPCP.

Market America's MPCP may, at Market America's sole discretion, offer you additional, special limited time promotional opportunities to earn a greater amount of BV in connection with certain SHOP.COM purchases or promotions. There may be a limit to the amount of BV that you can be awarded in connection with certain SHOP.COM purchases or promotions, as determined by Market America.

**CREDIT CARD REWARDS PROGRAM:** You must be an Independent UnFranchise® Owner in order to apply for a SHOP.COM™ MasterCard® For Business Credit Card Account. Once the Account is established, all transactions made on the Account are automatically reported to Market America monthly. Market America will calculate the BV earnings (as described in the chart below) based on your credit card transactions and will make the BV available in your BV Bank account. BV is available only through your BV Bank.

Your enrollment in the Credit Card Rewards Program will occur automatically when the Account is opened.

You must be an Independent UnFranchise® Owner in good standing in order to (a) be enrolled in the Credit Card Rewards Program, (b) be eligible for BV awards under Market America's MPCP, and (c) accrue BV pursuant to Your Market America Agreement. Once you have enrolled as an Independent UnFranchise® Owner, your BV Bank and your enrollment in the Market America's MPCP will remain in force in accordance with the Your Market America Agreement, even if your Account is closed by you or by us. Closing the Account, by you or by us, will not impact your status as an Independent UnFranchise® Owner. See the Your Market America Agreement for full details. If enrollment as an Independent UnFranchise® Owner is terminated or cancelled for any reason, we may terminate enrollment in the Credit Card Rewards Program.

<b>BV AWARD</b>	<b>1 BV WILL BE AWARDED BY MARKET AMERICA</b> for each \$100 of Net Purchases posted to the Account. Market America will award BV in increments of 1 BV. By way of illustration, if \$125 of Net Purchases are posted to the Account, Market America will award 1 BV for the \$100 of Net Purchases. The remaining \$25 of Net Purchases will be carried forward until an additional \$75 of Net Purchases are posted to the Account (for a total of \$100 in Net Purchases) at which time 1 BV will be awarded by Market America.
<b>ANNUAL CREDIT CARD REWARDS PROGRAM FEE</b>	There is no annual Credit Card Rewards Program fee. However, please review the Cardmember Agreement and the accompanying Rates and Terms Schedule for information on possible annual or monthly set-up and maintenance fees associated with the Account.
<b>LIMIT ON BV AWARDED</b>	Please see Your Market America Agreement for information on any limitations on awards of BV.
<b>BV EXPIRATION</b>	Please see Your Market America Agreement for information on regarding expiration, redemption, forfeiture, and other limitations on BV awards.
<b>BV FORFEITURE</b>	If the Account is closed for any reason, enrollment in the Credit Card Rewards Program will be terminated and any future BV to be awarded on transactions that have not yet been reported by us to Market America may be forfeited.

These Terms and Conditions are in addition to those set forth in the Cardmember Agreement governing the Account, which remains in full force and effect and is unaffected by these Terms and Conditions. The most current version of these Terms and Conditions, including any changes, will be posted by us and available through the Account detail page through the web address shown on the Account billing statement. It is your responsibility to review these Terms and Conditions online for the most current version.

**ENROLLMENT:** To participate in the Credit Card Rewards Program, the Account must be open, you must have a valid and current BV Bank, and you must comply with all terms of the Market America's MPCP. The "Enrollment Date" is the date the Account is opened or, if later, the date enrollment in the Credit Card Rewards Program is completed. Credit Card Rewards Program membership will be automatically renewed each year with the Terms and Conditions and the fees, if any, then in effect, until we are notified that the card is being cancelled or enrollment in the Credit Card Rewards Program is terminated as otherwise permitted by these Terms and Conditions.

**NET PURCHASES:** "Net Purchases" are authorized, new purchases posted to the Account on or after the Enrollment Date, excluding refunds, credits (for returned merchandise or otherwise), and disputed billing items. Net Purchases do not include: (a) annual fees, finance charges, and other fees or charges posted by us to the Account; (b) cash advances (including, but not limited to, purchases of money orders or other cash equivalents) or special check transactions; (c) balance transfers; (d) charges for other products, services, or benefits that we provide; or (e) other transactions that we determine not to be eligible.

**BUSINESS ACCOUNTS:** A "Business Account" is an Account that you agree to use solely for business purposes in your Cardmember Agreement. A Business Account with multiple cardholders may elect to award and redeem BVs at the company level or to one or more designated individual Accounts. Certain limitations may apply. If you need assistance designating BV awards, please contact Commercial Card Client Servicing at 1-800-652-5741. If this section conflicts with any other section of these Terms and Conditions, then this section shall control with respect to Business Accounts.

**BV:** BV is not earned until it is available in your BV Bank, and it is accessible by you only through your BV Bank. BV awarded on items that are later returned will be deducted from your BV Bank. Market America reserves the right to retroactively correct errors made in BV awards. Market America may award additional bonus BV in connection with certain purchases and/or promotions. Additional details and additional terms and conditions will be provided with such offers and are in addition to these Credit Card Rewards Program Terms and Conditions unless otherwise specified therein. Market America reserves the right to determine eligibility for bonus BV. There may be a limit to the amount of bonus BV awarded in connection with certain purchases and/or promotions.

If the Account is open and in good standing, all transactions made on the Account are automatically reported to Market America as shown on the Account billing statement and Market America will credit the corresponding BV earned to your BV Bank. All terms and conditions of Your Market America Agreement will apply. Market America is solely responsible for honoring requests and for all other aspects of Your Market America Agreement. Market America may impose additional conditions, restrictions, and limitations on BV after the BV is credited by Market America in the cardholder's BV Bank. We are not responsible for Your Market America Agreement, the products, services, or decisions of Market America, or its refusal to award BV. We are not responsible for crediting BV to your BV Bank, including any decision by Market America not to credit your BV Bank. In the event the Credit Card Rewards Program Terms and Conditions conflict with any rules, terms, or conditions of Your Market America Agreement, the Credit Card Rewards Program Terms and Conditions will control with respect to all questions relating to the Credit Card Rewards Program. In the event Your Market America Agreement conflicts with any rules, terms, or conditions of the Credit Card Rewards Program, Your Market America Agreement will control with respect to all questions relating to Your Market America Agreement and your participation in Market America's MPCP.

If the Account does not remain in good standing, you may not earn BV on transactions made on the Account in the future. An Account is in good standing when no event has occurred that allows us to require immediate payment of your entire balance under the Cardmember Agreement, including, without limitation, failing to make the minimum payment when due, having a payment to us denied, providing us false or misleading information, and violating the Cardmember Agreement or any other agreement with us. If your status as an Independent UnFranchise® Owner is terminated or cancelled for any reason, we will also cancel your enrollment in the Credit Card Rewards Program. If your enrollment in the Credit Card Rewards Program is terminated or cancelled for any reason, we will not report any further transactions to Market America. Closing the Account (by you or by us) will result in the termination of your enrollment in the Credit Card Rewards Program. We may change or terminate the Credit Card Rewards Program in our discretion at any time with or without prior notice to you.

**ADDITIONAL RESTRICTIONS:** BV may not be accumulate in connection with purchases made in violation of law or the Cardmember Agreement. BV awarded based on the Credit Card Rewards Program cannot be redeemed for payment shown on the Account. BV awarded under the Credit Card Rewards Program has no monetary value, are non-negotiable, and do not constitute your property except as specifically stated in Your Market America Agreement. We are not responsible and bear no liability for any disputes concerning the ownership or disposition of any BV.

**SUSPENSION; TERMINATION:** At any time, with or without cause or advance notice (except where required by law), we may suspend the participation, or terminate the enrollment, of any person and/or Account in the Credit Card Rewards Program. Reasons for suspension or termination include, but are not limited to, violations of these Terms and Conditions, the Cardmember Agreement, or any other agreement with us, providing false or misleading information to us, or circumstances that lead us to suspect the Account or the Credit Card Rewards Program have been misused in any way, including, but not limited to, fraud, excessive transactions, or any other abuse. If your enrollment as an Independent UnFranchise® Owner is terminated or cancelled for any reason, we may terminate your enrollment in the Credit Card Rewards Program.

During a suspension, BV may not be able to be earned under the Credit Card Rewards Program and transactions may not be reported to Market America. For example, if a credit card is reported lost or stolen, the ability to earn BV under the Credit Card Rewards Program will be temporarily unavailable and we may not report transactions to Market America until a new credit card is issued. If the Account is closed for any reason, by you or by us, enrollment in the Credit Card Rewards Program will be terminated. If enrollment in the Credit Card Rewards Program is terminated, we will no longer report transactions to Market America.

We also reserve the right to suspend or terminate the Credit Card Rewards Program, in whole or in part, for any reason, at any time, with or without prior notice (except where required by law). Our decisions regarding the Credit Card Rewards Program are final. If we suspend the Credit Card Rewards Program, further BV under the Credit Card Rewards Program will not be awarded and we may not report any further transactions to Market America during the suspension. If we terminate the Credit Card Rewards Program, you will not be awarded any further BV under the Credit Card Rewards Program and we will not report any further transactions to Market America. If the Credit Card Rewards Program is terminated through no fault of your own, you will be notified of the date when you will no longer earn BV under the Credit Card Rewards Program and when we will no longer report any further transactions to Market America.

**CHANGES:** We reserve the right to change these Terms and Conditions at any time and to limit, modify, delete, or otherwise change any aspect of the Credit Card Rewards Program, in whole or in part, including, but not limited to, suspending or terminating all or part of the Credit Card Rewards Program, with or without prior notice except where required by law. Changes may have a retroactive effect. Changes may affect outstanding purchases and reporting of transactions, and may include, but not be limited to, the type of purchases which qualify for an award of BV by Market America, the addition of blackout dates, the imposition of an annual Credit Card Rewards Program membership fee or other fee, the increase of any fee that may be associated with the Credit Card Rewards Program, and the amount of BV which may be awarded by Market America per month or per year. Changes may affect BV to be awarded in the future. We may also substitute another rewards program for this one, in our sole discretion with or without prior notice.

**TAX LIABILITY:** BV awarded by Market America may be subject to federal, state, or local income tax. Determination and payment of any liability for federal, state, or local income taxes regarding the award of BV is your sole responsibility. Please consult your tax advisor concerning any income or other tax consequences related to participation in the Credit Card Rewards Program, Your Market America Agreement, and your status as an Independent UnFranchise® Owner.

**AUDITS:** We reserve the right to audit the Account for compliance with these Terms and Conditions. In the event an audit reveals any discrepancies, we can correct any such discrepancies we discover, and the awarding of BV and the reporting of transactions to the Market America's MPCP may be delayed until such discrepancies are resolved.

**RELEASE OF INFORMATION:** You consent to our release of information about you and the Account to third parties as necessary or convenient to carry out the Credit Card Rewards Program or as permitted by applicable law.

**OTHER TERMS:** The Credit Card Rewards Program is void where prohibited by law. All interpretations of these Terms and Conditions, all determinations of discrepancies and the resolution of all other disputes shall be at our sole discretion, and our decisions will be final. We are not responsible for problems beyond our control, including but not limited to, communications or computer systems failures, war, or acts of God. **IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES.** By participating in, or claiming or accepting any cash back or other benefits of the Credit Card Rewards Program, you consent to be bound by all the Terms and Conditions stated herein and you agree to release us, Market America, and each of our respective affiliates from any claim or liability relating to the Credit Card Rewards Program or your use of any cash back. Further, you agree to these Terms and Conditions by submission of payment for purchases under this Credit Card Rewards Program. These Terms and Conditions are governed by and shall be construed in accordance with Nebraska law (excluding conflicts of law principles).

SHOP.COM™ is a trademark of Market America, Inc. and used under license.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**Every effort has been made to ensure that all information in all Credit Card Rewards Program materials is accurate. We are not responsible for printing errors or omissions. Please check the online Account detail page for the most current Terms and Conditions.**