

## ESSENTIAL CARD™ MASTERCARD® FOR BUSINESS PROGRAM TERMS AND CONDITIONS

As used in these Terms and Conditions, the words "you" and "your" refer to the owner(s) (primary and secondary cardmembers) of your Account enrolled in the Essential Card™ Mastercard® for Business 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 MediGroup Physician Services, LLC (referred to as "MediGroup").

You can earn rewards in two ways: through the Essential Card™ loyalty program ("Essential Card Program") provided by MediGroup and through the Credit Card Rewards Program.

**ESSENTIAL CARD PROGRAM:** You can earn Essential Card Program points ("Points") through the Essential Card Program by establishing a valid Essential Card Program account ("Essential Card Account") with MediGroup. MediGroup is solely responsible for the rules and administration of the Essential Card Program which is governed by separate terms and conditions found at [www.EssentialCard.com](http://www.EssentialCard.com). Points are redeemable only through the Essential Card Program. The Essential Card Program may, at MediGroup's sole discretion, offer additional or promotional opportunities to earn a greater number of Points in connection with certain purchases or promotions. There may be a limit to the number of Points that can be earned in connection with such purchases or promotions, and certain exclusions, and limitations, on redemption may apply, as determined by MediGroup.

**CREDIT CARD REWARDS PROGRAM:** Once an Account is established, all transactions made on the Account are automatically reported to MediGroup monthly. MediGroup will calculate the Points (as described in the chart below) based on your Account transactions and will make the Points available in your Essential Card Account. Your enrollment in the Credit Card Rewards Program occurred automatically when the Account was opened. You must remain enrolled in the Essential Card Program in order to earn Points in the Essential Card Program based on Account transactions. Your Essential Card Account and your membership in the Essential Card Program will remain in force in accordance with the terms and conditions of the Essential Card Program even if the Account is closed by you or by us. See the Essential Card Program terms and conditions at [www.EssentialCard.com](http://www.EssentialCard.com) for full details. If enrollment in the Essential Card Program is terminated or cancelled for any reason, we may terminate enrollment in the Credit Card Rewards Program.

<b>EARN POINTS</b>	<b>Earn 2 Points</b> (equal to 2% back) for each \$1.00 of Medical Purchases posted to the Account.
	<b>Earn 1.50 Points</b> (equal to 1.50% back) for each \$1.00 of Business Expense Purchases posted to the Account.
	<b>Earn 1 Point</b> (equal to 1% back) for each \$1.00 of Net Purchases posted to the Account that is not from a Medical Purchase or Business Expense Purchase.
<b>BONUS EARNINGS</b>	In addition to the above, you will earn 10,000 bonus Points after the first \$25,000 in Net Purchases are posted to the Account within the first 12 consecutive billing cycles after the Account is opened. Please allow up to 8 weeks after bonus Points are earned for these bonus Points to be added to your Point balance (Account must be open and enrolled in the Credit Card Rewards Program at that time). Your Account will generally have monthly billing cycles (whether or not you receive an Account billing statement for the month). However, your first billing cycle will begin on the day you open your Account and may be more or less than one month.
<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 POINTS EARNED</b>	There is no limit on the number of Points that can be earned, but if bonus Points are offered, the number of bonus Points awarded for certain purchases and/or promotions may be limited.
<b>POINT EXPIRATION AND FORFEITURE</b>	Please see the Essential Card Program terms and conditions at <a href="http://www.EssentialCard.com">www.EssentialCard.com</a> for information regarding expiration, redemption, forfeiture, and other limitations on Points.
<b>POINT REDEMPTION</b>	Each \$1.00 of Net Purchases reported to the Essential Card Program will equate to 1 Point, which will be redeemable only through the Essential Card Program. Cardholders may redeem Points through their Essential Card Account at <a href="http://www.EssentialCard.com">www.EssentialCard.com</a> .
<b>REDEMPTION REQUESTS</b>	Points are redeemable only through your Essential Card Account. Please visit <a href="http://www.EssentialCard.com">www.EssentialCard.com</a> for information on Point redemption.

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 Essential Card Account, and you must comply with all terms of the Essential Card Program. 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. "Medical Purchases" are Net Purchases made at any merchant whose merchant category code ("MCC") is classified by the payment card industry as "Dental/Laboratory/Medical/Ophthalmic Hospital Equipment and Supplies" (MCC 5047). "Business Expense Purchases" are Net Purchases made at any merchant whose merchant category code ("MCC") is classified by the payment card industry as "Telecommunication equipment and telephone sales" (MCC 4812), "Telecommunication services including but not limited to prepaid phone services and recurring phone services" (MCC 4814), "Computer network/information services" (MCC 4816), "Cable, Satellite, and Other Pay Television and Radio Services" (MCC 4899), "Utilities: Electric, Gas, Heating Oil, Sanitary, Water" (MCC 4900), "Office and Commercial Furniture" (MCC 5021), "Office, Photographic, Photocopy, and Microfilm Equipment" (MCC 5044), "Computers, Computer Peripheral Equipment, Software" (MCC 5045), "Commercial Equipment: not elsewhere classified" (MCC 5046), "Stationery, Office Supplies, Printing and Writing Paper" (MCC 5111), "Computer Software Stores" (MCC 5734), "Office, School Supply, and Stationery Stores" (MCC 5943), "Advertising Services" (MCC 7311), "Computer Maintenance, Repair, and Services not elsewhere classified" (MCC 7379), "Consulting, Management, and Public Relations Services" (MCC 7392). The MCC is a four-digit code used by the payment card industry to classify a merchant's primary business. Some merchants may have multiple MCCs (even within the same retail location) and some merchants might be expected to be classified into one of the MCCs identified above, but they may not be classified as such. This could affect whether purchases made from such merchants will qualify as Medical Purchases, Business Expense Purchases, or other Net Purchases and, as a result, how many Points will be earned on such transactions. We do not assign MCCs to merchants and we are not responsible for confirming or monitoring the MCC assignments made by the payment card networks.

We reserve the right to determine, in our sole discretion, whether transactions qualify as Medical Purchases, Business Expense Purchases, or Net Purchases, and our determinations shall be final.

**POINTS:** Points may be deducted from your Essential Card Account based on the purchases that are subsequently subject to a refund, credit, or dispute. MediGroup reserves the right to retroactively correct errors made in Points. Points will not be earned if the Account cannot be used for new purchases or participation in the Credit Card Rewards Program has been suspended. Your enrollment in the Credit Card Rewards Program must not be suspended in order for transactions to be reported to the Essential Card Program. If a credit card is reported lost or stolen, we will temporarily suspend our reporting of transactions on the Account in the Credit Card Rewards Program until a new card is issued. Additional bonus Points may be awarded 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. We reserve the right to determine which Net Purchases are eligible for bonus Points. There may be a limit to the amount of bonus Points awarded in connection with certain purchases and/or promotions.

**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 Points at the company level or to one or more designated individual Accounts. Certain limitations may apply. If you need assistance designating Point 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.

**REWARDS AND REDEMPTION:** All terms and conditions pertaining to the Essential Card Program will apply. MediGroup is solely responsible for redemption and for all other aspects of the Essential Card Program. Points will be redeemed as stated in the Essential Card Program terms and conditions available at [www.EssentialCard.com](http://www.EssentialCard.com). MediGroup may impose additional conditions, restrictions, and limitations on redemption and/or expiration of Points once the Points are made available by MediGroup. We are not responsible for the Essential Card Program or for MediGroup's products, services or decisions or its refusal to honor redemption requests. We are not responsible for making Points available in an Essential Card Account, including any decision by MediGroup not to credit an Essential Card Account Points based on transactions we have reported.

In the event the Credit Card Rewards Program Terms and Conditions conflict with any rules, terms, or conditions of the Essential Card Program, 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 the Essential Card Program terms and conditions conflict with any rules, terms, or conditions of the Credit Card Rewards Program, the Essential Card Program terms and conditions will control with respect to all questions relating to the Essential Card Program.

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

**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 in the Essential Card Program is terminated or cancelled for any reason, we may terminate your enrollment in the Credit Card Rewards Program. During a suspension, under the Credit Card Rewards Program transactions may not be reported to MediGroup. For example, if a credit card is reported lost or stolen, we may not report transactions to MediGroup 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 may no longer report transactions to MediGroup.

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, we may not report any further transactions to MediGroup during the suspension. If we terminate the Credit Card Rewards Program, we will not report any further transactions to MediGroup. If the Credit Card Rewards Program is terminated through no fault of your own, you will be notified of the date when we will no longer report any further transactions to MediGroup.

**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 Points by MediGroup, 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 Points which may be awarded by MediGroup per month or per year. Changes may affect Points 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:** Points awarded by MediGroup 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 earning or redemption of Points are your sole responsibility. Please consult your tax advisor concerning any income or other tax consequences related to participation in the Credit Card Rewards Program and Essential Card Program.

**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 rewards and the reporting of transactions to the Essential Card Program 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 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, MediGroup, and each of our respective affiliates from any claim or liability relating to the Credit Card Rewards Program or your use of any Points. 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).

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.**