

Mail: Farm Plan, P.O. Box 5328, Madison, WI 53705

**Fax:**

1-800-732-0251

If requesting Regular credit limit only

1-800-322-1275

If requesting Regular and Special  
Terms credit limits.



## FARM PLAN™ COVER SHEET

*Please use this cover sheet to shorten the decision time and assist us in getting the proper credit for your customers. Use this cover sheet when you fax a credit application to Farm Plan or are requesting an increase to a Special Terms credit limit.*

Merchant Name: \_\_\_\_\_

Merchant Number: \_\_\_\_\_ Merchant Contact: \_\_\_\_\_

Merchant Phone Number: \_\_\_\_\_ Merchant Fax Number: \_\_\_\_\_

**Please select one:**

NEW Farm Plan Applicant

*Attach the completed Credit Application.*

Social Security/Tax ID #: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

EXISTING Farm Plan Customer

Farm Plan Account Number: \_\_\_\_\_

Customer Name: \_\_\_\_\_

**Please indicate the credit needs of the customer:**

1. Regular credit limit requested. \$ \_\_\_\_\_

2. Special Terms limit requested. \$ \_\_\_\_\_



# FARM PLAN™ PERSONAL/CONSUMER CREDIT APPLICATION

If you have questions about how to complete this application, call 1-800-356-9033 for assistance.

When your application is completed, your Farm Plan merchant can fax or phone it in for you. If you prefer to mail your application, detach and fold so the mailing panel is exposed, and seal prior to sending. Please do not staple.

**Fields marked with an asterisk (\*) are required by law (U.S.A. PATRIOT Act). Your application can not be processed without this information. The remaining fields are required in order for Farm Plan to make an accurate credit decision.**

\*First Name  Middle Initial

\*Last Name  Suffix

\*Date of Birth  \*Social Security Number

Home Telephone Number

\*Physical Street Address

\*City

\*State  \*Zip

Mailing or P.O. Box Number (if different than Physical Street Address)

City

State  Zip Code

Email Address

Employment Income (Annual)  Other Income\*\* (Annual) .00

\*\*Alimony, Child Support or Separate Maintenance Payments Need Not Be Disclosed Unless Relied Upon for Credit.

### PLEASE SIGN BELOW.

**Notice Buyer.** A. Do not sign this credit agreement before you read it or if any spaces intended for the agreed terms are left blank. B. You are entitled to a copy of this credit agreement at the time you sign it. **Keep it to protect your legal rights.** C. You may at any time pay off the full unpaid balance under this credit agreement. (1) Applicant represents that the information given in the application, including all applicant names, is complete and accurate, is provided for the purpose of obtaining credit in an amount set by the credit policies and practices of FPC Financial, f.s.b. ("FPC"), and authorizes FPC to check with reporting

agencies, credit references, and other sources disclosed herein in investigating the information given. (2) Married applicants may apply for an individual account. (3) You understand that any decision to grant or deny revolving credit will be made by FPC in Wisconsin. (4) You agree that any notices and disclosures can, at the option of FPC, be provided electronically to the last internet address that you provided to FPC. (5) You also authorize FPC to disclose financial information about you as described in the credit agreement and future notices FPC may send you. You have received a true copy of this agreement and agree to its terms.

**SIGN HERE**

Applicant's Name  (Please print)

Applicant's Signature X  Date

(Please do not print)

### SPOUSE/CO-APPLICANT INFORMATION Please complete for co-applicant, authorized user and for spouse if you live in Wisconsin or other Community Property State.

\*First Name  \*Middle Initial

\*Last Name

\*Physical Street Address

\*City

\*State  \*Zip Code  \*Date of Birth

\*Social Security Number  Annual Income \$ .00

Co-Applicant's Signature X  Date

(Please do not print)

**Notice for New York Residents** – A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. If you subsequently ask for this information, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the reports.

**Notice for Married Wisconsin Residents** – Wisconsin law provides that no agreement, unilateral statement or court decree relating to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. You must indicate the name of your spouse in the co-applicant/spouse section of this application.

### Forwarding Merchant Use Only

Merchant No.

Merchant Name

Contact at Merchant

Customer Account No.  Authorization No.

**FARM PLAN™ CONSUMER USE CREDIT AGREEMENT  
THIS IS YOUR AGREEMENT.  
PLEASE READ IT AND KEEP IT FOR YOUR RECORDS.**

**TERMINOLOGY.** In this Agreement the words *you*, *your*, and *yours* mean each person who applies for and is granted a Farm Plan Account, as well as any person permitted to use the Account. FPC means FPC Financial, f.s.b., or any subsequent holder of the Account or any balances arising under the Account.

**FARM PLAN ACCOUNT.** You request a Farm Plan Account from FPC, and further authorize FPC to issue a Farm Plan Account card to each merchant from whom you may make a purchase. By applying for a Preferred Account, or by using a Merchant Authorized Account to make a purchase from a merchant who requests FPC to open one for you, you agree that this Credit Agreement will apply to all purchases made through your Farm Plan Account by you or any person you authorize. You authorize FPC to honor any purchases you make by mail or telephone, internet, facsimile transmission (fax) or other electronic means on your Account. You agree that a signature is not necessary as identification in such cases. You agree that any authorized use of your Account constitutes your acceptance of all the terms and conditions of this Agreement, as it may be amended from time to time. If you submit your application to FPC by internet, facsimile transmission (fax) or other electronic means, you agree that the application will have the same effect as a signed original. You agree that you will promptly notify FPC in writing of any suspected loss, theft, or unauthorized use of the Account. You may be liable for the unauthorized use of your Farm Plan Account before you notify FPC in writing at Farm Plan, P.O. Box 5328, Madison, Wisconsin 53705-0328 of the unauthorized use. In any case, your liability will not exceed \$50. You consent and agree that your telephone conversations with FPC may be recorded to further improve FPC's customer service. You agree that FPC may place phone calls to you using an automatic dialing-announcing device and that such calls are not "unsolicited" under state or federal law. You agree to give FPC prompt notice of any change in your name, mailing address, or place of employment. You agree that until FPC receives notice of your new address, FPC may continue to send statements and other notices to the address you gave FPC on the application for this Account. You agree that, for the purposes of this Agreement, you will be deemed to "reside" in the state of your billing address as shown on FPC's records. If more than one person or entity signed the application, each is jointly and severally responsible for all obligations, and amounts due, under this Agreement. This Agreement is not binding on FPC until FPC has approved your credit and given you notice of approval.

**ACCOUNT TYPE.** If your Farm Plan Account arose through FPC's purchase of your existing account balance with a merchant, or at the request of one or more merchants, your Account may be classified as a *Merchant Authorized Account*. Certain special features or promotions that FPC may offer from time to time may be made available only to Preferred Accounts. Merchant Authorized Accounts are usable only at a merchant who asked FPC to finance your purchases from them. FPC may, in its sole discretion, classify your account as a Preferred Account. When FPC opens your Account, and on each monthly statement, FPC will indicate whether your Account is either a Preferred or Merchant Authorized Account.

**CREDIT LIMITS.** FPC will establish and advise you of your credit limit.

**You agree that FPC may increase or decrease your credit limit at any time, in FPC's sole discretion, without prior notice to you.**

**ACCOUNT USE.** By applying for or accepting a Farm Plan *Consumer Account*, you agree to use your Account *primarily* to make purchases for personal, family or household use, rather than for agricultural, commercial or governmental use. You agree to pay FPC all amounts charged by the use of the Account, plus Finance Charges, and the other charges described below, as provided in this Agreement.

**You agree that FPC is not responsible for the refusal of anyone to allow a purchase to be made through your Farm Plan Account.**

**MONTHLY STATEMENT.** FPC will send you a monthly statement whenever there is activity on your Account, unless the only activity is a payment in full. FPC will bill you on the monthly statement for all amounts you owe. Your monthly statement will show your New Balance, any Late Fees, any Finance Charge, the Minimum Required Payment and the Payment Due Date. In addition, it will show your Credit Limit, an itemized list of current Purchases, Payments, and Credits, as well as other information concerning your Account. FPC will send your monthly statements on dates and in intervals determined by FPC. Such statement shall be deemed correct and accepted by you unless FPC is notified to the contrary in writing within 60 days of the date of that statement. If you think your monthly statement is incorrect, write to FPC on a separate sheet at the address shown on the back of your billing statement. Describe the error as best you can and include your Account number in all correspondence.

**PAYMENT.** The Payment Due Date is the date the payment must be received at the address shown on the front of your monthly statement. You may at any time pay your entire New Balance or pay more than the Minimum Required Payment, and you may avoid or reduce Finance Charges by doing so. However, payment of more than the Minimum Required Payment, while reducing your balance will not prepay your Account or be applied against future Minimum Required Payments. All payments must be in U.S. dollars and drawn on funds on deposit in the United States. If your Payment Due Date falls on a Saturday, Sunday or holiday, the Payment Due Date will not be extended. For information about your rights regarding billing errors, refunds or adjustments, please refer to the section - What To Do If There's An Error In Your Bill. Payments must be sent to Farm Plan, at the address designated on your monthly payment stub or to any other payment address FPC later designates on your monthly statement payment stub.

**FINANCE CHARGE RATES.** Finance Charges on your Farm Plan Account may be calculated using **variable rates** that will be determined by reference to a "**Base Rate**" to which is added a "**Spread**" to arrive at the current rate.

The **Base Rate** from which your variable rates will be determined is the annual percentage rate of interest announced publicly from time to time by Citibank, N.A. in New York, New York as the base rate it uses for interest rate determinations, which was in effect at the close of business on the fifteenth (15th) calendar day of each month, or the next succeeding business day if the fifteenth is not a business day ("Reference Day"). The **Spreads** added to the **Base Rate** to determine the **ANNUAL PERCENTAGE RATES (APRs)** that will apply to your Account will be:

	<u>Preferred</u>	<u>Merchant Authorized</u>
<b>Spread</b>	8.9%	10.9%

Rate increases and decreases, that result from changes in the Base Rate will take effect on the first day of your first billing cycle commencing after the Reference Day on which Base Rate changes.

Changes in your variable rates will apply to your existing Account balance as well as to future purchases under your Account. An increase in your rate will increase the total Finance Charge accruing on your Account and the balance on which your Minimum Required Payment is calculated. For example, if the Base Rate (and thus the applicable variable rate) were to increase by 5%, and the average daily balance to which the new rate applied was \$1,000, your **FINANCE CHARGE** for that month would increase by \$4.17 as a result of the increase in the variable rate.

Currently effective rates are shown below:

	Daily Periodic Rate(s)		Annual Percentage Rate(s)	
	Preferred Purchases	Merchant Authorized Purchases	Preferred Purchases	Merchant Authorized Purchases
Rate:	.043562%	.049041%	<b>15.90%</b>	<b>17.90%</b>

The above rates are correct as of the date of printing, 12/15/2005, but are subject to change after that date. To find out what may have changed, write to FPC at Farm Plan, P.O. Box 5328, Madison, Wisconsin 53705-0328; or call Customer Service at 1-800-356-9033.

**FINANCE CHARGE CALCULATION. FINANCE CHARGES** will accrue on your Account Balance as follows:

On purchases FPC will add a FINANCE CHARGE, calculated as shown below, if your New Balance is not paid in full on or before the Payment Due Date. To avoid additional Finance Charges on your purchases, you must pay the New Balance in full on or before the Payment Due Date.

The amount of your **FINANCE CHARGES** will be determined as follows:

FPC uses the daily periodic rates and corresponding **APRs** shown in this Agreement. The applicable periodic rate is applied to the "Average Daily Balance" of your purchases, including current transactions during the current billing cycle.

To get the "Average Daily Balance", FPC takes the beginning balance of your purchases, starting with any Previous Balance outstanding on the first day of the monthly billing cycle, adds any new purchases and debits (other than late payment fees) and subtracts any payments or credits. This determines the daily balance. Unless FPC elects to use a later date, purchases are added to the daily balance as of the date of purchase.

FPC totals the daily balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives FPC the "Average Daily Balance" which is shown on your monthly statement. Finance Charges may accrue on Special Promotions Transactions at a different rate, as explained in the Special Promotions section of this Agreement.

**DEFAULT FINANCE CHARGE RATE.** If you are in default, you may no longer qualify for any reduced interest rate Special Promotions and, you agree that, at FPC's option, the APR applicable to any outstanding reduced interest rate Special Promotion(s), may be increased to the APR described in this Agreement.

A **MINIMUM FINANCE CHARGE** of One Dollar will be made when the result of the application of the periodic rate(s) to the "Average Daily Balance" is less than One Dollar.

**MINIMUM REQUIRED PAYMENT.** You agree to pay each month a Minimum Required Payment equal to:

- Any late payment fee due; **plus**
- Any additional fees due; **plus**
- Any amount past due; **plus**
- For Purchases:
  - Either** the greater of: \$25, or 10% of your New Balance (less any Conversion Balance [balances transferred to Farm Plan from a merchant's accounts receivable] and less any Special Promotions Transaction(s) balances on which no payment is due) if it exceeds \$25;
  - Or** your entire New Balance (less any Conversion Balance and Special Promotions Transaction(s) balances on which no payment is due), if it is less than \$25.
- The amount of any Special Promotions Transaction that is due;
- For Conversion Balances:
  - Either** the greater of \$25, or 10% of your Conversion Balance, if that balance exceeds \$25;
  - Or** your entire Conversion Balance, if it is less than \$25.

**SPECIAL PROMOTIONS.** From time to time special financing terms, such as extended free periods, incentive interest rates on certain purchases or for limited time periods, or other promotions may be available, at the discretion of FPC, for the purchase of certain items from participating merchants. These special terms will be disclosed by the merchant at the time of purchase. Purchases you make during these special promotions will be separately identified on your monthly statement and will become part of the balance on which your FINANCE CHARGE and Minimum Required Payment are calculated at the time provided in the special promotions terms disclosure.

**NO PAYMENTS/NO INTEREST TRANSACTIONS.** Unless otherwise disclosed, minimum monthly payments will be deferred and Finance Charge will not accrue during any disclosed No-Payments/No-Interest period described. Finance Charges will accrue at the APR applicable to your Account after the due date of your No-Payments/No-Interest transaction, unless otherwise disclosed.

**SAME AS CASH TRANSACTIONS.** Unless otherwise disclosed, minimum monthly payments will be deferred and Finance Charge will accrue during any Same As Cash period. No Finance Charge will be due until the end of the Same As Cash period and any accrued Finance Charge will be waived if the entire Same As Cash balance is paid in full by the end of this Same As Cash period.

**OTHER FEES AND CHARGES. LATE PAYMENT FEES:** If within 20 days after the Payment Due Date FPC has not received payment of at least the current portion of your Minimum Required Payment (Minimum Required Payment plus unpaid late payment fees and past due amounts), FPC will add to your Account a late payment fee of \$25.

**RETURNED PAYMENT FEE.** If you send FPC a check or electronic payment authorization that is dishonored upon first presentment, FPC will add to your Account a fee of \$35.

**COLLECTION COSTS.** Upon default, if FPC elects to refer collection of your Account balance to an attorney, you will pay the attorney's fees plus court costs and related fees including any bankruptcy fees and costs.

**ACCEPTING PAYMENT.** FPC can accept late or partial payments, as well as payments marked "paid in full" or with other restrictive endorsements, without losing any of FPC's rights under this Agreement.

**CREDIT REPORTS.** FPC may report your performance under this Agreement to credit reporting agencies and others who request a credit reference from FPC. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. FPC may ask credit reporting agencies or others you list as a credit reference for consumer reports or information regarding your credit history at any time for all legitimate purposes, including credit decisions and the review and collection of your account. You authorize FPC to use information about you for other business purposes, including sharing information with FPC's corporate affiliates. You also authorize FPC to disclose financial information about you as described in this Agreement and future notices FPC may send you.

**CLOSING YOUR ACCOUNT.** You may close your Account at any time by notifying FPC in writing. You agree that FPC may close or suspend your Account to future purchases at any time without prior notice. You agree that FPC may close or suspend your Account to future purchases if your Account has no activity for 12 or more months. You agree that, regardless of the closing or suspension of your Account, you remain responsible for paying the amount you owe FPC according to the terms of this Agreement.

**SECURITY INTEREST.** Unless you reside in NC and the APR on a purchase or transaction exceeds 15%, **you grant FPC a purchase money security interest in all merchandise purchased through your Account**, and its proceeds, including insurance proceeds. FPC's security interest continues until such merchandise is paid for in full by application of your payments in the manner described in this Agreement.

**PAYMENT APPLICATION.** You agree that your payments will be applied as FPC determines in its sole discretion. You agree that FPC has this discretion and that FPC may exercise it to suit its own convenience and interests, without further notice to you. You also agree that FPC may change how it applies payments at any time without notice to you. You acknowledge that the exercise of this discretion by FPC may result in cases in which the application of your payments to the Account creates higher Finance Charges than other payment application methods and that this may include payments allocated to balances with lower APRs before balances with higher APRs and/or to balances with longer promotional periods before balances with shorter or no promotional periods.

You agree that your payments will be credited as of the date of receipt at the address on the payment stub of your Monthly Statement if received by 11:00 a.m. Central Time Monday through Friday (otherwise next business day); but if payment is not accompanied by the payment stub or not received at that location, credit may be delayed up to five days.

**MERCHANT CHARGEBACKS.** FPC may charge back to a merchant who sold goods or services to you on your Account, any part of your Account balance related to those purchases. In that event, this Agreement will be deemed assigned to the merchant to the extent of the chargeback. You agree to such an assignment and further agree to pay the merchant the amount of such chargeback in accordance with the terms of this Agreement.

**DEFAULT.** You agree that you will be in default if: (a) you fail to pay the Minimum Required Payment within 20 days after the Payment Due Date on two occasions within any 12-month period; (b) the value of FPC's security interest in any collateral is materially impaired; (c) your ability to repay is materially reduced by your exceeding your credit limit, by a change in your employment, by a change in your other obligations, by bankruptcy or insolvency proceedings involving you, or (for community property state residents only) by a change in your marital status or domicile; (d) you die or become incompetent; (e) you provided FPC false or misleading information relating to your credit application or Account; (f) you fail to perform any other of your obligations under the terms of this Agreement as it may be amended; or (g) you are in default under any agreement you have with FPC or any of its affiliates.

You agree that, upon your default, FPC may close your Account to future purchases and that FPC may demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default required by applicable law. In addition, you agree that FPC shall have all the rights of a secured creditor under the Uniform Commercial Code and other applicable law.

**DELAY IN ENFORCEMENT.** You agree that FPC can delay enforcing its rights under this Agreement without losing them.

**ELECTRONIC DISCLOSURES.** You agree that any notices and disclosures related to your account can be delivered to you in printed form or by electronic means if you provided an electronic mail address to FPC when you applied for this Account or at a later date. Until FPC receives notice of a new electronic mail address, FPC may continue to send such notices and disclosures to the electronic mail address you most recently provided to FPC.

**GOVERNING LAW.** This Agreement must be approved, and all charges and payments to your Account processed by FPC at its office in Madison, Wisconsin. Therefore this Agreement and your Account will be governed by the substantive law of the United States and to the extent state law applies to this Agreement, the substantive law of the State of Wisconsin; regardless of whether or not you reside in Wisconsin. The law of your state of residence will apply to FPC's recovery of any collateral located there. This is the entire Agreement between you and FPC relating to your Farm Plan Account and no oral changes can be made. Invalidity of any provision of this Agreement shall not affect the validity and enforceability of the remainder of its terms.

**CHANGING THIS AGREEMENT. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.** You agree that FPC may change this Agreement, including the Finance Charge Calculation and the APR, at any time, by providing prior notice to you. To the extent that the law permits and FPC indicates in the notice, the changes will apply to your existing Account balance as well as to future transactions.

**ARBITRATION OF DISPUTES.** In the event of any past, present or future claim or dispute between you and FPC arising from or relating to your Account, any prior account you have had with FPC, your application, the relationships which result from your Account or the enforceability or scope of this arbitration provision, of the Agreement or of any prior agreement, you or FPC may elect to resolve the claim or dispute by binding arbitration.

This includes any such claim or dispute, whether based upon contract, property, tort, statute, common law or equity, other than a claim relating to FPC's right to repossess the merchandise purchased through your account by self-help, if permitted, or by judicial process. The parties agree and understand that the arbitration shall have all powers provided by law and the Contract. These powers shall include all legal and equitable remedies including, but not limited to money damages, declaratory relief, and injunctive relief.

The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have the right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein.

IF EITHER YOU OR FPC ELECTS ARBITRATION, NEITHER YOU NOR FPC SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION. NEITHER YOU NOR FPC SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CUSTOMER WITH RESPECT TO OTHER ACCOUNTS, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Even if all parties have opted to litigate a claim in court, you or FPC may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit, and nothing undertaken therein shall constitute a waiver of any rights under this arbitration provision. Arbitration may be elected at any time, regardless of whether a lawsuit has been filed, unless the lawsuit involving that claim or dispute has resulted in a final judgment. FPC will not invoke FPC's right to arbitrate an individual claim you bring in small claims court or your state's equivalent court, if any, so long as the claim is pending only in that court and does not exceed \$5,000.

Your Account involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act (FAA). The arbitration shall be conducted by National Arbitration Forum (NAF) or American Arbitration Association (AAA), at the option of the party electing arbitration, in accordance with their procedures in effect when the claim is filed. As of date of print, for a copy of their procedures, to file a claim or for other information, contact AAA's customer service at 1-800-778-7879 or visit their website at www.adr.org or contact NAF at 1-800-474-2371 or by visiting their website at www.arb-forum.com. All claims may be filed at any NAF or AAA office. At your written request, FPC will advance any arbitration filing, administrative and hearing fees which you would be required to pay to pursue a claim or dispute as a result of FPC's electing to arbitrate that claim or dispute. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse FPC for any arbitration filing, administrative, or hearing fees in an amount greater than what you and FPC's combined court cost would have been if the claim had been resolved in a state court with jurisdiction.

Any arbitration hearing will take place in the federal judicial district where you reside. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. If requested by any party, the arbitrator shall write an opinion containing the reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000, any party may appeal the award within 30 days to a three arbitrator panel which shall review the award de novo. The costs of such an appeal shall be borne by the appealing party regardless of outcome. Judgment upon any award by the arbitrator may be enforced in any court having jurisdiction.

FPC's rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon FPC's parent corporations, subsidiaries, affiliates, predecessors, successors, assigns, as well as the officers, directors and employees of each of these entities, and will also inure to the benefit of any third party named as a co-defendant with FPC or with any of the foregoing in a claim which is subject to this arbitration provision. Your rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement and all Authorized Users of the Account. This arbitration shall survive termination of your Account as well as voluntary payment in full by you, and legal proceedings by FPC to collect a debt owed by you, any bankruptcy by you and any sale by FPC of your Account.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you will be asked for your name, address, date of birth, and other information that will allow FPC to identify you. You may also be asked to show your driver's license or other identifying documents.

**WHAT TO DO IF THERE IS AN ERROR IN YOUR BILL. YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.** This notice contains important information about your rights and FPC's responsibilities under the Fair Credit Billing Act.

**NOTIFY FPC IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to FPC (on a separate sheet) at the address shown on the reverse side of your billing statement. Write to FPC as soon as possible. FPC must hear from you no later than 60 days after FPC sent you the first bill on which the error or problem appeared. You can telephone FPC, but doing so will not preserve your rights. In your letter, give FPC the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error
- If you need more information, describe the item you are unsure about.

If you have authorized FPC to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach FPC three business days before the automatic payment is scheduled to occur.

**YOUR RIGHTS AND FPC'S RESPONSIBILITIES AFTER FPC RECEIVES YOUR WRITTEN NOTICE.** FPC must acknowledge your letter within 30 days, unless FPC has corrected the error by then. Within 90 days, FPC must either correct the error or explain why FPC believes the bill was correct.

After FPC receives your letter, FPC cannot try to collect any amount you question, or report that amount delinquent. FPC can continue to bill you for the amount you question, including finance charges, and FPC can apply an unpaid amount against your credit limit. You do not have to pay any questioned amount while FPC is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If FPC finds that FPC made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If FPC didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, FPC will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that FPC thinks you owe, FPC may report you as delinquent. However, if FPC's explanation does not satisfy you, and you write to FPC within 25 days telling FPC that you still refuse to pay, FPC must tell anyone FPC reports you to that you have a question about your bill. And, FPC must tell you the name of anyone it reports you to. FPC must tell anyone it reports you to that the matter has been settled between you and FPC when it is finally settled.

If FPC doesn't follow these rules, it can't collect the first \$50 of the questioned amount, even if your bill was correct.

**SPECIAL RULES FOR CHARGE ACCOUNT PURCHASES.**

If you have a problem with the quality of property or services that you purchased with your Farm Plan Account, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.

These limitations do not apply if FPC owns or operates the merchant, or if FPC mailed you the advertisement for the property or services.

**Notice of Privacy of Consumer Financial Information**

FPC collects nonpublic personal information about you from the following sources:

- Information FPC receives from you on applications or other forms;
- Information about your transactions with FPC, its affiliates, or others; and
- Information FPC receives from a consumer reporting agency.

FPC may disclose all of the information that it collects, as described above.

FPC may disclose nonpublic personal information about you to the following types of third parties:

- Financial service providers, who offer services you may find of value, such as securities broker-dealers, insurance companies and agents.
- Non-financial companies, such as merchants participating in the Farm Plan program who have identified you as their customer.

FPC may also disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law.

FPC may disclose nonpublic personal information about former customers to the types of third parties listed above. FPC may also disclose nonpublic personal information about former customers to nonaffiliated third parties as permitted by law.

FPC may also disclose any nonpublic personal information about you and former customers to affiliated third parties as permitted by law.

FPC may disclose all of the information it collects, as described above, to companies that perform account servicing on FPC's behalf with whom it has account servicing agreements.

FPC may disclose all of the information it collects, as described above, to companies that perform marketing services on FPC's behalf or to other financial institutions with whom it has joint marketing agreements.

If you prefer that FPC not disclose nonpublic personal information about you to nonaffiliated third parties, you may opt out of those disclosures, that is, you may direct FPC not to make those disclosures, other than disclosures permitted by law. If you wish to opt out of disclosures to nonaffiliated third parties, you must notify FPC by calling Farm Plan Customer Service at 1-800-356-9033, and providing your name, Social Security number, address and account number; and certain non public personal information will not then be provided to those nonaffiliated third parties.

FPC restricts access to nonpublic personal information about you to those employees who need to know that information to provide products and services to you, except as described above. FPC maintains physical, electronic, and procedural safeguards that comply with Federal standards to guard your nonpublic personal information.

FPC discloses Nonpublic Personal Information to other nonaffiliated parties as permitted by law.

**Notice of Your Opportunity to Opt Out of Information Sharing With Companies in Our Corporate Family Information FPC Can Share With FPC's Corporate Family About You - Unless You Tell FPC Not To**

**What Information:** Unless you tell FPC not to, FPC may share with companies in its corporate family information about you, including:

- Information FPC obtained from your application, such as your income;
- Information FPC obtained from a consumer report, such as your credit score and credit history;
- Information FPC obtained to verify representations made by you, such as your open lines of credit;
- Information FPC obtained from a person regarding its employment, credit or other relationship with you, such as your payment history.

**Shared With Whom:** Companies in FPC's corporate family who may receive this information are:

- Financial service providers, such as sales finance companies;
- Non-financial companies, such as manufacturers.

**How To Tell FPC Not To Share This Information With Its Corporate Family**

If you prefer that FPC not share this information with companies in its corporate family, you may direct FPC not to share this information by calling FPC toll free at 1-800-356-9033.

**Note:** Your direction in this paragraph covers certain information about you that FPC might otherwise share with our corporate family. FPC may share other information about you with its corporate family as permitted by law.

**Credit Disclosure for Consumer Account**

ANNUAL PERCENTAGE RATE(S)			
		Preferred Purchases	Merchant Authorized Purchases
Annual Percentage Rate(s) For Purchases	Rate:	<b>15.90%</b>	<b>17.90%</b>
Variable Rate Information	Your annual percentage rate may vary. The rate is determined by adding 8.9 (for Preferred Accounts) and 10.9 (for Merchant Authorized Accounts) percentage points to the annual percentage rate of interest announced publicly from time to time by Citibank, N.A. in New York, New York as the base rate it uses for interest rate determinations, which was in effect at the close of business on the 15th day of each month.		

Grace Period for Repayment of Balances for Purchases	25 days, on average, from your billing date to repay the new balance of purchases before a finance charge will be imposed.
Method of Computing the Balance for Purchases	Average daily balance.
Minimum Finance Charge	\$1.00
Late Payment Fee	Late Payment fee of \$25.00.

The above information was accurate as of the date of its printing, 12/15/2005, but is subject to change after that date. To find what may have changed, write to FPC at Farm Plan, P.O. Box 5328, Madison, WI 53705-0328 or call Customer Service at 1-800-356-9033.