STIFEL | STIFEL BANK

MASTERCARD BUSINESS CREDIT CARDHOLDER AGREEMENT

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES, YOU MAY REJECT THE ARBITRATION PROVISION IN ACCORDANCE WITH THE TERMS OF THE "ARBITRATION AND DISPUTE RESOLUTION" SECTION OF THIS AGREEMENT.

Cardholder Agreement

This Cardholder Agreement ("Agreement") provides the terms of your Stifel Bank Credit Card Account ("Account"). Please read this Agreement carefully and keep it with your records regarding your Account. "You" and "your" mean (a) the Company, as that term is defined herein, identified on the application submitted to us in connection with the opening of your Account; (b) any person who is a sole proprietor; (c) any Guarantor, as that term is defined herein; and (d) any other person agreeing to be jointly and severally liable with the Company or who otherwise agrees to be obligated under this Agreement. Without limiting the foregoing, any person whose name appears on the Account for the Card accompanying this Agreement consents, either by using or permitting another to use your Card, to all provisions of this Agreement. "We", "us" and "our" mean Stifel Bank, our successors and assigns.

This Agreement is the final expression of the terms and conditions of your Account, and it supersedes any alleged oral or inconsistent provisions of any prior agreement. If any part of the Agreement conflicts with applicable law or is determined by a court to be invalid, this Agreement will be considered changed to the extent necessary to comply with the law or court decision and the remainder of the Agreement will remain in effect. Please read this Agreement in its entirety and retain a copy for your records.

DEFINITIONS

The definitions listed below will apply throughout this Agreement and in your Billing Statement:

Account is your credit card account. The term "Account" shall include, as applicable, any sub-account(s) established by you in respect of any Authorized User(s).

Annual Fee is a fee charged on a yearly basis for your continued use of the Account.

APR, or your **Annual Percentage Rate**, is the cost of the credit extended under this Agreement calculated as an annual rate.

ATM is Automated Teller Machine.

Authorized User means any person that you authorize to use your Account or Card.

Available Revolving Credit Line is the amount of your Credit Limit that is available as of the closing date of the most recent billing cycle for your Account, which shall equal the amount of your Credit Limit minus the sum of (a) your New Balance and (b) any Purchases, Cash Advances and Balance Transfers that have been authorized but not yet posted to your Account, and (c) any payments that have not yet cleared as of the closing date of your billing cycle.

Balance Transfer means any advance from your Account obtained by you for the purpose of paying all or a portion of the balance of other credit cards or loans.

Business Days are Monday through Friday. Federal holidays are not included.

Card is the credit card, or credit cards, given to you in connection with your Account.

Cash Advance means a cash advance loan obtained by you from us by the use of your Account, including cash obtained by you with an ATM or other electronic device, or from another financial institution, or for the purchase of wire transfers, non-U.S. currency, travelers' checks, money orders, lottery tickets or casino gambling chips.

Cash Advance Credit Limit is a portion of your general Credit Limit and is only available to the extent that you have an amount available under the general Credit Limit for your Account, as further defined in the section of this Agreement titled "Your Cash Advance Credit Limit."

Cash Back is the amount of cash back that you may earn on your Purchases, as described further in the section of this Agreement titled "Cash Back Program."

Charges are costs imposed as part of this Agreement and include both Interest Charges and Fees.

Claim has the meaning given to that term under the section of this Agreement titled "Arbitration and Dispute Resolution."

Company is the business designated on the application for your Account in the name of which the Account and Card will be titled, and/or on behalf of which Card transactions will be made.

Conforming Payment is a payment that complies with the specifications, conditions, and restrictions on payments set forth in this Agreement.

Credit Limit is the combined amount of credit for Purchases, Balance Transfers, and Cash Advances that we agree to extend to you, as further defined in the section of this Agreement titled "Your Credit Limit."

Daily Periodic Rate is calculated from your APR and equals 1/365th (1/366th in a leap year) of the sum of the Index Rate and applicable Margin.

Fees are non-Interest Charges, including transaction fees.

Grace Period means the period of time during a Billing Cycle when you will not accrue Interest Charges on certain transactions or balances.

Guarantor means any person who signs a Personal Guaranty pursuant to which that person agrees to be responsible for the payment of any and all amounts owed under this Agreement in respect of your use of your Account and Card.

Interest Charges are the portion of Charges attributed to periodic interest rates.

Margin is the rate added to the Index Rate to determine your APR and is determined based upon your creditworthiness.

PIN is Personal Identification Number.

Prime Rate is the U.S. Prime Rate published in *The Wall Street Journal* in its column called "Money Rates" on the last Business Day of each month. This is also the **Index Rate** used to determine your APR.

Program Administrator is the person(s) designated on the application for your Account, or otherwise designated by the Company by providing written notice to us, as being responsible for certain administrative decisions regarding your Account and Card as specified herein.

Purchase means purchase of merchandise or services with the use of your Card or Account number, including without limit Purchases made in person, on the Internet, through mail order, or over the telephone. Purchase does not include any Balance Transfer or Cash Advance.

Statement or **Billing Statement** is your billing statement as further described in the section of this Agreement titled "Billing Statements."

CREDIT CARD SERVICES

AGREEMENT TO TERMS

By submitting an application for an Account, you agree that all of the information that you have provided to us on the application or any other related document is true and complete and, as applicable, (i) the Company is located in and organized under the laws of the United States, and (ii) you are at least 18 years of age, you are a U.S. citizen or permanent resident, and you have a valid Social Security Number. In addition, you acknowledge that in submitting your application for an Account, you have affirmatively consented to and agreed that any disclosure, notice, record or other information that is provided to you in connection with this Agreement or your Account, including any change-in-terms notices, fee and transaction information, statements, federal- or state-mandated brochures and disclosures, and transaction information, may be sent to you electronically by our delivering such information to you by electronic mail or other form of electronic communication or by posting the information to our website at stifel.com/cards.

By applying for an Account, or by maintaining, using or consenting to the use of your Account, you agree to the terms and conditions of this Agreement and that this Agreement will govern your Account, the use of your Card, and all credit extended under this Agreement. You also understand and agree that the use of your Account, whether by use of a Card, Balance Transfers, Cash Advances or otherwise, will constitute your acceptance of, and will be subject to, this Agreement. You agree to be responsible for all charges incurred according to this Agreement, and that we may amend the Agreement from time to time pursuant to applicable law, including but not limited to amending the rates, fees, finance charges, or any other Account terms. You further agree that we may provide personal information that you submit to us to Mastercard, its members or their agents for, among other things, the purpose of providing emergency cash or Card replacement services, or as required under Mastercard rules and regulations.

BUSINESS, COMMERCIAL, AND COMPANY ORGANIZATIONAL PURPOSES ONLY

You agree that your Account and Card shall be used only for transactions that are for business, commercial or organizational purposes on behalf of the Company and that your Account and Card are not intended to be used for any personal, family or household purpose. You understand and acknowledge that, because your Account and Card are to be used for business, commercial or organizational purposes only, certain rights and protections afforded to consumers under federal and state law will not apply to your Account and Card.

REPRESENTATIONS, WARRANTIES AND COVENANTS

Effective upon the opening of your Account and continuing until termination of this Agreement and the satisfaction by you of all obligations set forth hereunder, you hereby represent, warrant and covenant that (i) the Company, whether a corporation, partnership, limited liability company, sole proprietorship, or other type of business entity organization, is in good standing and duly qualified to do business under the laws of the jurisdiction of its organization and in each jurisdiction where it conducts its business and has the full power and authority to carry on its business as it is presently conducted; (ii) any person entering into this Agreement or executing any document relating to this Agreement or your Account or Card on behalf of the Company is a duly elected or appointed authorized representative of the Company who, pursuant to all requisite resolutions, governing documents or other corporate actions, is authorized to complete an application for credit and to borrow on behalf of the Company; (iii) your entering in to this Agreement and performing all obligations hereunder are not inconsistent or in conflict with any of the Company's governing documents and do not and will not contravene any provision or constitute a default under any contract, indenture, mortgage or other instrument to which the Company is bound; (iv) you will provide us, upon our request and in a form deemed by us to be acceptable, any legal documents, financial statements or information that we may require in connection with the opening, maintenance or closing of your Account or for any other reason that we deem to be appropriate; and (v) you will notify us promptly upon any significant change in the Company's business or the occurrence of other significant developments, such as the initiation of a governmental or other legal proceeding involving the Company, in each case which has had or may have a material adverse effect on the Company.

AUTHORIZED USERS

The Program Administrator may designate persons to be Authorized Users of your Account and/or Card by identifying such persons on the application for your Account or through the Card Management Platform. We reserve the right to limit the Program Administrator's designation of Authorized Users in our sole discretion. Authorized Users must use the Account and Card in accordance with the terms and conditions of this Agreement. You agree not to allow access to the Account and Card to anyone who is not an Authorized User. You will be responsible for all charges that an Authorized User makes on your Account, even if you did not anticipate or specifically approve of such charges. You cannot disclaim responsibility for any such charges; however, if you notify us, in writing or by telephone using the information provided in this Agreement, and return your Card to us we will close your Account at your request. If you wish to revoke any permission you give to an Authorized User to use your Account and/or Card, the Program Administrator must effect such changes through the Card Management Platform or by providing written notice to us. We will take commercially reasonable steps to comply with your written instructions to revoke the authority of an Authorized User.

PERMISSIBLE TRANSACTIONS

Subject to the terms of this Agreement, including, without limitation, the restrictions set forth above regarding the purposes for which your Account and Card may be used, you may make Purchases, make Balance Transfers and obtain Cash Advances. You agree further that you may not initiate Balance Transfers to pay off or pay down other loans or lines of credit that you have with us.

The credit card and the proceeds thereof may not be used to purchase or carry securities, used to purchase any product from or to repay any amount owed to any affiliate of Stifel Bank, or used for the benefit of, or transferred to, an affiliate of Stifel Bank. For purposes of the foregoing sentence, affiliates of Stifel Bank include Stifel Nicolaus & Company, Incorporated; 1919 Investment Counsel, LLC; B&F Capital Markets, Inc.; Stifel Independent Advisors, LLC (f/k/a Century Securities Associates, Inc.); EquityCompass Investment Management, LLC; Keefe, Bruyette & Woods, Inc. (KBW); Thomas Weisel Partners, LLC; Washington Crossing Advisors, LLC; or Miller Buckfire & Company, LLC.

ILLEGAL TRANSACTIONS

You understand that you and any Authorized Users on the Account are not allowed to use the Card or Account to make, and you agree that you will not make and you will prevent Authorized Users from making, any transactions that are illegal under any state or federal law, including illegal gambling activity. You understand and agree that we have the right (but not an obligation to you) to decline any transactions that we reasonably believe to be illegal under any state or federal law. Display of the Mastercard logo at a particular merchant does not mean that the transactions that may be done with that merchant are lawful in all cases or in all jurisdictions. You understand that, in the event we do not decline a transaction that is illegal, you are responsible for repaying us the amount of such transaction plus any Interest Charges that may accrue thereon.

You agree that any illegal use of the Card or Account will be deemed to be an action of default under this Agreement and that we may terminate any transaction or service relating to such illegal use at our discretion. You further agree to waive any right to sue us for any illegal use or activity directly or indirectly related to such illegal use and indemnify and hold us harmless from any legal action or liability, directly or indirectly, resulting from any such illegal use.

YOUR CREDIT LIMIT

We will establish a Credit Limit for your Account in an amount as determined by us. The Credit Limit is the combined amount of credit for Purchases, Balance Transfers and Cash Advances that we agree to extend to you. The Program Administrator may, by providing written notice to us, request that portions of the Credit Limit be allocated to specific Authorized Users. We may modify or terminate any granted allocation of the Credit Limit in our sole discretion. We will tell you your initial Credit Limit when we open your Account. We may increase or decrease your Credit Limit at any time, in our sole discretion. We will notify you of any change in your Credit Limit as may be required by law. Changes to your Credit Limit may take effect before you receive such notice. Your Statement will show your Credit Limit as adjusted from time to time. In addition, the Statement will disclose the amount of your Credit Limit that was available on the closing date of your billing cycle (your "Available Revolving Credit Line"). Your Available Revolving Credit Line will be the amount of your Credit Limit, minus the sum of (a) your New Balance and (b) any Purchases, Cash Advances and Balance Transfers that we have authorized but not yet posted to your Account, and (c) any payments that have not yet cleared as of the closing date of your billing cycle. A change in your Credit Limit will not affect your obligation to pay us. You agree that you will not exceed your Credit Limit at any time. Without limiting our other rights under this Agreement, you agree that if your Account balance exceeds your Credit Limit at any time, you will immediately pay us for the full amount of the excess. In addition, if you do exceed your Credit Limit, we reserve the right to terminate this Agreement, demand repayment of any amounts due and owing, and demand the return of your Card.

YOUR CASH ADVANCE CREDIT LIMIT

The following provisions apply to the extent that you have elected to allow Authorized Users to obtain Cash Advances.

Your Cash Advance transactions are subject to a Cash Advance Credit Limit. Your Cash Advance Credit Limit is a portion of your general Credit Limit and is only available to the extent that you have an amount available under the general Credit Limit for your Account. Your initial Cash Advance Credit Limit is an amount equal to thirty percent (30%) of the Credit Limit disclosed to you when we open your Account. We may increase or decrease your Cash Advance Credit Limit at any time, in our sole discretion. We will notify you of any change in your Cash Advance Credit Limit as may be required by applicable law. Changes to your Cash Advance Credit Limit may take effect before you receive such notice. Your Billing Statement will show your Cash Advance Credit Limit on the closing date of your billing cycle. You agree that you will not exceed your Cash Advance Credit Limit that we establish for your Account. Without limiting our other rights under this Agreement, you agree that if either (i) your total Cash Advance transaction balance or (ii) your Account balance exceeds your Cash Advance Credit Limit at any time, you will immediately pay us for the full amount of the excess. You understand that, in certain instances, authorization for a Cash Advance transaction may be denied even though you have adequate availability under your Cash Advance Credit Limit. For example, your request for a Cash Advance may be declined if (i) the ATM or other electronic terminal and/or its authorization system is not working properly, (ii) we have been notified that your Card has been reported as lost or stolen, or it has been canceled, (iii) the ATM, financial institution or merchant does not have sufficient cash available, or (iv) other circumstances beyond our control (such as a loss of power, or the existence of a force majeure event as described elsewhere in this Agreement).

CASH BACK PROGRAM

You will earn Cash Back on your Purchases subject to the limitations and conditions provided herein. The Cash Back amount will be 1.5% of the net value of your Purchases (i.e., the amount of the Purchases posted in the statement cycle less any credits or returns). There is no maximum dollar limitation on your Cash Back. Cash back earned during each statement cycle will be directly credited to the credit card account. The cash back amount will show on your statement as a rebate credit. Rebate credits are not considered payments and will not substitute for the minimum payment. You will not earn Cash Back: (i) on Cash Advances or Balance Transfers; (ii) if you have exceeded your Credit Limit or for a Purchase that would result in your Credit Limit being exceeded; (iii) if your Account is past due; (iv) for any Purchase that is determined to be fraudulent or initiated by any person other than an Authorized User; or (v) for any Purchase made for a personal, family or household purpose. Provided that your Account remains active and you remain eligible to earn Cash Back pursuant to the terms set forth herein, your Cash Back will not expire. However, if you voluntarily close your Account or your Account is in default or is otherwise terminated by us pursuant to the terms of this Agreement as permitted by applicable law, any unredeemed Cash Back is subject to immediate forfeiture unless redemption of your Cash Back is specifically authorized by us in our sole discretion. We reserve the right to modify the Cash Back amount or discontinue the Cash Back program at any time without notice to you unless required by applicable law.

OUR RIGHT TO REJECT TRANSACTIONS

We may decline, at any time in our sole discretion, an authorization request for any transaction for any reason, included but not limited to:

- operational considerations,
- we suspect that your Account is being used for an impermissible purpose (e.g., for a personal, family or household purpose),
- your Account is in default (including because the balance of your Account exceeds your Credit Limit),
- a transaction would cause the balance of your Account to exceed your Credit Limit,
- your Card has expired or has been canceled or suspended,
- we suspect fraudulent or unlawful activity,
- a force majeure event as described below.

We are not responsible for any losses or damages, including consequential damages, if a transaction on your Account is declined, either by us or a third party, even if you have sufficient credit available.

PROMISE TO PAY

You promise to pay for all Purchases, Cash Advances, Balance Transfers, Interest Charges, fees and any other amounts whatsoever owed by you on your Account, including but not limited to all amounts owed due to use of the Account by any Authorized User. You must make a payment every month that your Account reflects a balance. Please refer to the section of this Agreement titled "Payment Options" below. When an individual has agreed to be jointly and severally liable with the Company, both the individual and the Company shall be jointly and severally liable for all debt and other obligations relating to the Account. If you are jointly and severally liable, we can ask any one or all of you to pay any or all amounts owed under this Agreement.

YOUR CARD

Your Card is Stifel Bank property. You agree to sign the back of your Card before using it. We can require you to surrender your Card to us, or to any merchant or financial institution where you have presented the Card. The Card is not valid after its printed expiration date, but we may suspend, cancel, replace or renew your Card at any time. You may request additional Cards at no additional cost for other Authorized Users, but you remain responsible for any charges incurred by Authorized Users under the terms of this Agreement. You may request additional Cards for delivery on an expedited basis in connection with which you will be assessed a rush card fee of $40 per card, which will appear on your next Billing Statement after the date on which your request is received by us. Use of your Card is subject to the restrictions set forth in this Agreement and those established under Mastercard rules and regulations.

You agree that you will not disclose, and will prevent the disclosure of, your PIN. If the confidentiality of the PIN is compromised, you must notify us immediately. You assume sole responsibility for maintaining the PIN. You acknowledge that you may be requested to change your PIN from time to time as instructed by us.

BILLING STATEMENTS

We will send you a Statement at the end of each billing cycle (normally monthly) during which there was transaction activity on your Account or at the end of which there is a debit or credit balance of greater than $0.00. Purchases, Cash Advances, Balance Transfers, adjustments, and payments made since the previous billing date will be shown on this Statement. We may discontinue sending you Statements if we deem your Account to be uncollectible or if we send your Account to an attorney or other third party for collection purposes. Even though you may not receive a Statement in such instances, you understand that periodic Interest Charges may continue to accrue on the Account. Your payment is due at least 25 days from the date of the Statement (payment due date).

The total outstanding balance (the amount you owe us) appears as the "New Balance" on your Statement. To determine the New Balance, we begin with the outstanding balance on your Account at the beginning of each billing cycle, called the "Previous Balance" on your Statement. We subtract any payments and credits we receive. We then add any Purchases, Cash Advances, Balance Transfers and other charges posted to your Account since the end of the previous billing cycle. We then add the appropriate Interest Charges and fees and make other applicable adjustments as contemplated or permitted by this Agreement.

You shall at all times be liable for any and all amounts owed under this Agreement, whether you have elected to pay such amounts using the "Individual Pay" method, whereby the Company is required to submit payment on behalf of each individual Authorized User, or the "Consolidated Pay" method, whereby the Purchases of each Authorized User during a billing cycle are consolidated into a single Billing Statement. This election is made at the time of your application and can be modified upon written request to us.

By submitting an application for an Account, you have affirmatively consented to and agreed that any disclosure, notice, record or other information that is provided to you in connection with this Agreement or your Account may be sent to you electronically. However, you may request delivery of paper Billing Statements by notifying us in writing at Stifel Bank, 501 N. Broadway, St. Louis, MO 63102, or calling us at (866) 303-8003.

PAYMENT OPTIONS

You may pay the New Balance shown on your Statement each month or you may pay in monthly installments. If you decide to pay in monthly installments, you must pay at least the Minimum Payment Due shown on your Statement. The Minimum Payment Due will be the greater of:

- $20, or the full amount of your total balance if the balance is less than $20; or
- 2.00% of your New Balance plus any amounts that are past due, plus Fees and Interest Charges accumulated during the billing period.

When a payment is posted to your Account, we reserve the right to place a temporary hold on the Available Revolving Credit Line created by the payment until we can reasonably determine that the check or other form of payment will be honored.

NONCONFORMING PAYMENTS

You must make payments in U.S. dollars by check, money order or similar instrument, or by automatic debit that is drawn on or honored by a bank located in the United States. We can accept late payments, partial payments, or conditional checks or money orders, or any checks or money orders marked "payment in full" without losing our rights under this Agreement, including the right to require full payment of all amounts owed under this Agreement. If you pay us with a check or similar instrument that has notations or instructions on or with the instrument, you agree that (a) we may disregard such notations or instructions and (b) we may credit any payment we receive to your Account, and our crediting of that payment will not mean that we have agreed to such notations or instructions on or with that payment.

AVERAGE DAILY BALANCE OF PURCHASES

We calculate a portion of the Interest Charge on your Account by applying a Daily Periodic Rate to the "Average Daily Balance" of Purchases on the Account multiplied by the number of days in the billing cycle. To calculate the Average Daily Balance of Purchases, we take the beginning balance of Purchases on the Account each day, add any New Purchases (except as described below), and subtract any unpaid interest, other finance charges and fees, and any payments or credits. This gives us the daily balance of Purchases. Then, we add up all the daily balances of Purchases for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance of Purchases. However, if you paid the full amount of the New Balance on your last Statement by the Payment Due Date shown on that Statement, or if you had no balance or a credit balance on your last Billing Statement, New Purchases will be excluded from the Average Daily Balance of Purchases.

AVERAGE DAILY BALANCE OF CASH ADVANCES AND BALANCE TRANSFERS

We calculate a portion of your Interest Charge on the Account by applying a Daily Periodic Rate to the "Average Daily Balance" of Cash Advances and Balance Transfers on the Account multiplied by the number of days in the billing cycle. To calculate the Average Daily Balance of Cash Advances and Balance Transfers, we take the beginning balance of Cash Advances and Balance Transfers on the Account each day, add any New Cash Advances and New Balance Transfers, and subtract any unpaid interest, other finance charges and fees, and any payments or credits. This gives us the daily balance of Cash Advances and Balance Transfers. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance of Cash Advances and Balance Transfers. The Interest Charge on Cash Advances and Balance Transfers begins to accrue on the date you obtain the Cash Advance or Balance Transfer or the first day of the billing cycle in which it is posted to your account, whichever is later.

We add all the daily Interest Charges and round the sum to the next highest cent to get your total Interest Charges for that billing cycle. We perform this calculation separately for each type of balance.

VARIABLE INTEREST RATE AND APR BASED ON PRIME

The Daily Periodic Rate for Purchases, Cash Advances and Balance Transfers are variable rates that may change each month.

The Index Rate upon which your variable rate is based is the highest U.S. Prime Rate published in *The Wall Street Journal* in its column called "Money Rates" on the last Business Day of each month immediately prior to the month in which the billing cycle begins. An increase in the Prime Rate will take effect on the first day of the billing cycle. No representation is made that the U.S. Prime Rate is the lowest, the best or the favored rate of interest. If for any reason *The Wall Street Journal* no longer publishes the "Money Rates" column, then we will choose a new Index Rate based on comparable information. An increase in the Prime Rate will cause your Interest Charge to increase and will cause your minimum monthly payment to increase.

The current Index Rate and the current Daily Periodic Rates and corresponding Annual Percentage Rates are disclosed below the Rates and Fees Disclosure provided to you in connection with your card and on each Billing Statement we will send you. The Rates and Fees Disclosure provided with your Card also disclose the Margins applicable to each type of transaction.

WHEN PERIODIC INTEREST CHARGES BEGIN

We calculate the Interest Charges separately for Purchases, Cash Advances and Balance Transfers.

Cash Advances and Balance Transfers

There is no Grace Period and you will pay an Interest Charge on all Cash Advances and Balance Transfers from the transaction date or the first day of the billing cycle in which it is posted to your account, whichever is later, until paid in full. There is no period within which you may repay Cash Advances or Balance Transfers in order to avoid an Interest Charge.

Purchases

You will pay an Interest Charge on Purchases from the later of the date of the transaction or the first day of the billing cycle in which the Purchase is posted, unless the Purchase is subject to a Grace Period. There is a Grace Period during which no Interest Charge will be imposed on Purchases. Purchase transactions appearing on your Statement ("New Purchases") will not be subject to an Interest Charge if (i) you paid the New Balance reflected on your immediately prior Statement in full by the Payment Due Date shown on that Statement (or if you had a $0 or credit balance at the end of that prior billing cycle), and (ii) you also pay the New Balance shown on the current Statement (the statement reflecting the New Purchase) in full by the Payment Due Date reflected on the current Billing Statement. If you do not satisfy condition (i), New Purchases will be subject to an Interest Charge from the later of the date of the transaction or the first day of the billing cycle in which the Purchase is posted. If you satisfy condition (i) but do not satisfy condition (ii), New Purchases will be subject to an Interest Charge from the Payment Due Date of the Billing Statement on which they appear until paid in full.

FEES

The fees described below apply generally to your Account and your Card transactions. We reserve the right to modify or waive any fee described herein in our sole discretion as permitted by law. We will notify you of any changes to the fees set forth in this Agreement as required by law.

Balance Transfer Fee

For each Balance Transfer to your Account, you will be charged a Balance Transfer Fee equal to the greater of $5 or 3% of the amount of the Balance Transfer.

Cash Advance Fee

For each Cash Advance posted to your Account, you will be charged a Cash Advance Fee equal to the greater of $10 or 5% of the amount of the Cash Advance.

Foreign Transactions

You may choose to use your Card to take a Cash Advance or make a Purchase in a foreign country or on a web site based in a foreign country (a "Foreign Transaction"). If your Foreign Transaction is in a currency other than U.S. dollars, the transaction will be converted to U.S. dollars by Mastercard, under regulations established by Mastercard, based on the exchange rate in effect at the time the transaction is processed. The exchange rate between the foreign currency and U.S. Dollars will be at a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives or the government-mandated rate in effect for the applicable central processing date. Conversion to U.S. dollars also may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. We monitor your accounts for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. If you are planning on using your Card in a foreign country (for example, while traveling abroad) please let us know in advance. Otherwise it is possible that your Foreign Transactions may be delayed or declined. We do not charge an additional fee for Foreign Transactions.

Late Payment Fee

For each payment not received by the Payment Due Date shown on your Statement, we may assess and you agree to pay a Late Payment Fee equal to the lesser of the Minimum Payment Due or a fee of up to $40.

Returned Payment Fee

If your payment is rejected or returned unpaid for any reason, such as insufficient funds, we may assess and you agree to pay a Returned Payment Fee equal to the lesser of the Minimum Payment Due or a fee of up to $40.

Rush Card Fee

If you request one or more additional Cards to be delivered on an expedited basis, you will be assessed a rush Card fee of $40 per card, which will appear on your next Billing Statement after the date on which the rush Card request was received by us.

TOTAL FEE COMPUTATION

We add all Fees assessed to obtain your total Fees for each Billing Cycle (disclosed as "Fees Charged" on each Statement we provide you).

CREDIT VERIFICATION AND REPORTS

To the extent that a Personal Guaranty has been executed in respect of your Account and all amounts owed under this Agreement, the Guarantor has authorized us, by electing Personal Guaranty during the application process, to obtain credit and employment information about the Guarantor by any means, including obtaining information from credit reporting agencies and/or from other sources. The Guarantor also has agreed that we may obtain consumer reports (credit reports) for any reason on the Guarantor from time to time in the future when updating, renewing, or extending your Account. We may do so at the time the Account is opened, at any time while the Account is open, or after the Account is closed, if you owe us any amount related to the Account. Upon request, we will inform the Guarantor whether we have obtained a consumer report (credit report) and the name and address of any consumer-reporting agency that provided such reports.

FURNISHING INFORMATION TO CREDIT REPORTING AGENCIES

We may report information about the Account to credit bureaus. Late payments, missed payments, or other defaults on the Account may be reflected on the Guarantor's credit report. If the Guarantor believes that we have furnished any inaccurate information relating to the Account to any consumer reporting agency, please notify us immediately by phone or mail using the contact information listed at the end of this Agreement. To help us respond to such notification, include the Account number, Social Security Number, the name of the consumer reporting agency reflecting the inaccurate information, and an explanation of why the information is believed to be inaccurate. The appropriate consumer-reporting agency may be contacted directly at the appropriate address and toll-free number: Equifax Information Services, LLC, P.O. Box 740256, Atlanta, GA 30374-0256, (866) 640-2273; TransUnion Consumer Solutions, P.O. Box 2000, Chester, PA 19016, (800) 916-8800; Experian, P.O. Box 4500, Allen, TX 75013, (888) 397-3742; or Kroll Factual Data, 5100 Hahns Peak Drive, Loveland, CO 80538, (800) 216-3463.

CANCELLATION

To the extent permitted by law, we may cancel your Account, refuse to allow further transactions against your Account or revoke your Card at any time (whether or not you are in default of any part of this Agreement). Cancellation of your Account will not affect your liability to us for credit we have extended to you, including amounts not yet billed to your Account. We may cancel your Account without liability or prior notice. You must surrender your Card, either upon a direct request by us, or at the request of any other bank or merchant who is acting upon our instructions.

CONDITIONS OF DEFAULT

We may consider you to be in default if (a) we do not receive a required payment when due, including the minimum payment, by the date shown on your Statement; (b) you fail to comply with the terms of this Agreement; (c) you make any false or misleading statements or omissions on your application; (d) you file a bankruptcy petition or have one filed against you; (e) we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time including, but not limited to, your failure to make any payment to us on any other indebtedness or loan or the occurrence of default on any agreement securing the obligations hereunder, including the Personal Guaranty; (f) you are declared incompetent by a court or a court appoints a guardian/conservator for you or your assets; (g) as applicable, the Company is dissolved or otherwise no longer functions as a business organization or you die; or, (h) as applicable, the Personal Guaranty is terminated, whether by revocation of the Guarantor or otherwise.

If we consider your Account to be in default, we may close your Account without notice and require you to pay the balance in a manner permitted by law (subject to applicable law regarding notice or right to cure). To the extent permitted by law, if you are in default you will pay our collections costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement.

ALLOCATION OF PAYMENTS

If you pay more than your Minimum Payment Due, but less than the New Balance on your Account, we will apply the amount in excess of your Minimum Payment Due to those balances on your Account that have the highest Annual Percentage Rate. Any remaining portion of your payment amount will then be applied to your other balances in descending order based on the applicable Annual Percentage Rate.

RECEIPT OF PAYMENTS

Payments received before 5:00 p.m. CT at the address shown on your Statement on any of our regular Business Days will be posted as of the date of receipt. Any Payment received after 5:00 p.m. CT will be posted to your Account as of the next Business Day. Payments made in person before the close of business to an employee at a Stifel Bank branch will be posted as of date of receipt. Payments mailed to the address shown or made in person at a branch must be accompanied by the Account number or payment stub, and in the form of a check or money order in U.S. Dollars drawn on a U.S. financial institution. Do not send cash through the mail. A delay in crediting the payment to your Account may occur if the payment does not meet these requirements for making payments ("Conforming Payments"). In no case shall such delay exceed five days from receipt of such payment.

Conforming Payments received after the respective cutoff time will be posted no later than the next Business Day. Payments made by a third-party payor, will be posted as of the date we receive the payment. When the due date falls on a weekend or holiday, your payment due date will be on the next Business Day.

We may accept late payments, partial payments or checks and money orders (or accompanying written communication) containing a statement to the effect that the instrument was tendered as "payment in full," full satisfaction of a disputed claim or other similar language without losing any rights under this Agreement or under the law. All such payments or written communications must be mailed to: Stifel Bank, PO Box 660493 Dallas, TX 75266-0493

CHANGE OF TERMS

Provided the Account is meeting the terms of this Agreement we will not increase any APR or minimum Interest Charge for 12 months following account opening, except for as a result of (1) changes in the Prime Rate; or (2) completion or failure of a temporary hardship arrangement. Otherwise, we may change the terms of the Agreement at any time, after notice and the right to reject if required by law. Changes in any APR or minimum Interest Charge, other than the stated Exceptions, will apply to new transactions created after the end of the 44th day following our providing notice to you. If you reject a change, your Account will be canceled and you will no longer be able to use the Account. Cancellation of your Account will not affect your liability to us for credit we have extended to you, including amounts not yet posted to your Account.

FORCE MAJEURE

Unless otherwise required by applicable law, we are not responsible and will not incur liability to you for any failure, error, malfunction or any delay in carrying out obligations under this Agreement if such failure, error or delay results from causes that are beyond our reasonable control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, and earthquakes).

PERMISSION TO CONTACT YOU; MONITORING AND RECORDING CALLS

You agree, in order for us to service your Account or to collect any amounts you may owe, that we may contact you by telephone at any telephone number associated with your Account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any telephone number or email address you provide to us. You consent and acknowledge that methods of contact may include using pre-recorded/artificial voice message and/or use of an automatic dialing device, as applicable. You further consent and agree that our personnel may listen to and/or record phone calls between you and our representatives without additional notice to you, including but not limited to calls we make to service your account or collect debt(s), to the extent permitted by law.

NO WAIVER OF RIGHTS

We may delay in enforcing our rights under this Agreement without losing those rights or any other rights. We may waive enforcement of our rights in one or more instances without waiving those rights or any other rights in other instances.

SECURITY INTEREST AND RIGHT OF SET OFF

You agree to grant us a security interest in and a right of set off against any of your monies, deposit accounts, securities and other property now or hereafter held or received by us as security for all amounts that you may owe to us under this Agreement.

BILLING ERRORS

If you think there is an error on your Billing Statement, or you need more information about a transaction on our Statement, write to our third-party service provider, PSCU, at:

Customer Service
PO Box 31112
Tampa, FL 33631-3112

You may also call us at (866) 303-8003 but you will be asked to follow up in writing.

In your notice to us, provide the following information:

- *Account information:* Your name and Account number.
- *Date and Dollar amount:* The date and dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least 3 Business Days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question unless you provide written notice of the suspected error. When we receive written notice from you of a potential billing error, we must do two things:

1. Within 30 days of receiving your notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your notice, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any Interest Charges or other Fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable Interest Charges and Fees. We will send you a Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If you are dissatisfied with the goods or services that you have purchased with your credit card, 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card Account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact our third-party service provider, PSCU, *in writing* at:

Customer Service
PO Box 31112
Tampa, FL 33631-3112

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

LIABILITY FOR UNAUTHORIZED USE

If your name appears on the Account for the Card accompanying this Agreement, then by using or permitting another to use the Card and/or PIN, you agree to all the provisions of this Agreement, including, but not limited to your promise to pay. You will not be liable for unauthorized use that occurs after you notify Stifel Bank orally or in writing of such unauthorized use. You may, however, be liable for unauthorized use that occurs before your notice to us, in which your liability shall not exceed $50. Notification of loss, theft or possible unauthorized use may be mailed to our third-party service provider, PSCU, at the following address:

Customer Service
PO Box 31112
Tampa, FL 33631-3112

MISCELLANEOUS PROVISIONS

You agree that:

- We may refuse to extend credit to you or anyone using your Account or Card.
- We will not be liable or responsible for anyone's refusal to honor your Card.
- Each Account you have with us is separate from any others you have with us, and Interest Charges will be charged on each Account's balance at the APR given with each Cardholder Agreement. Each individual Account will be designated by an individual Account number.
- Merchants with whom you've shared your Account number may be updated with new Account information to ensure the continuation of your payment agreement.
- You will not use your Card for any purpose that has been deemed illegal. We reserve the right to deny authorization requests from online gambling merchants, whether or not online gambling is illegal in the state in which you reside.
- You must notify us immediately at **Stifel Bank, 501 N. Broadway, St. Louis, MO 63102** if you believe any information we reported to a credit reporting agency is inaccurate.
- **Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

ADDITIONAL BENEFITS AND SERVICES

We may offer to you certain benefits and services with your account. Any benefits or services are not a part of this Agreement, but are subject to the terms and conditions outlined in the Benefits Guide and other official documents provided to you from time to time by or on behalf of Stifel Bank. We may adjust, add, or delete benefits and services at any time and without notice to you.

WE MAY SELL YOUR ACCOUNT

We may at any time, and without notice to you, sell, assign or transfer your account, any amounts due on your account, this Agreement, or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred. You do not have the right to assign or transfer your Account or your rights under this Agreement, nor does the Guarantor have the right to assign or transfer the Personal Guaranty.

CHANGES IN NAME OR ADDRESS

You agree to notify us immediately if the Company's business address or mailing address is changed or of any change to any name or mailing address provided on your Account application. Until you notify of us of any such changes, we may send statements, notices and other communications to the name and address found in our records, and they will be deemed effectively delivered for all purposes. If your business address or mailing address appears to be invalid (for example, if mail is returned undelivered), you agree that we can suspend mailing your statements, notices or other communications until a valid mailing address is provided by you and received by us.

SHARING OF INFORMATION

You acknowledge and agree that, the extent and in the manner permitted by applicable law, we may share information about you and our transactions and experiences with you with our affiliates and other persons who are authorized to receive such information. You may refer to our Privacy Notice, available at stifel.com/privacy, for details regarding our data sharing practices. You may request an additional copy of our Privacy Notice by submitting a written request to Stifel Bank, 501 N. Broadway, St. Louis, MO 63102, or by calling us at (866) 303-8003.

SEVERABILITY

If any part of this Agreement is determined to be invalid, void or unenforceable, under applicable law or regulation or in any jurisdiction, such determination will not affect the validity or enforceability of the remainder of this Agreement, and this entire Agreement shall remain enforceable in all other jurisdictions.

GOVERNING LAW; CHOICE OF FORUM

This Agreement shall be governed by applicable federal law and regulations and, to the extent not preempted by federal law, the laws of the state of Missouri. To the extent any dispute arising under this Agreement or relating in any way to your Account or your relationship with us is not arbitrated pursuant to the "Arbitration and Dispute Resolution" section of this Agreement set forth below, you consent to the jurisdiction of, and agree that such dispute will be resolved by, any federal court of the United States sitting in the Eastern District of Missouri or, if that court does not have subject matter jurisdiction, in any state court located in the city of Saint Louis, Missouri or in the county of Saint Louis within the state of Missouri. You agree that you waive any right to a jury trial to the extent that the applicable law allows you to waive a jury trial.

ARBITRATION AND DISPUTE RESOLUTION

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION VERY CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES INVOLVING YOUR ACCOUNT THROUGH FINAL AND BINDING ARBITRATION BEFORE ONE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

You may reject this arbitration and dispute resolution provision as to any current or future Claim (as that term is defined below), by mailing or emailing us a rejection notice within thirty (30) days of the opening of your Account. The rejection notice must be signed and must provide your name(s), address(es) and Account number and state that you reject arbitration for your Account. The rejection notice must be sent to us at Stifel Bank, 501 N. Broadway, St. Louis, MO 63102.

If you do not reject this arbitration provision, the following terms will apply to your Account.

- Each dispute or controversy that arises out of or is related to your Account, or any service we may provide in connection with your Account, or any matter relating to your or our rights and obligations provided for in this Agreement or any other agreement between you and us relating to your Account or a service provided by us in connection with your Account, whether based on statute, contract, tort, fraud, misrepresentation or any other legal or equitable theory, including any claim for interest and attorney's fees, where applicable (any "Claim"), must be determined on an individual basis (not as a class action) by binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), under the auspices of the American Arbitration Association ("AAA"). Judgment on an arbitration award may be entered in any court having jurisdiction. This arbitration provision applies to all Claims regardless of whether such Claims seek monetary, injunctive or declaratory relief or a combination of such types of relief. You and we retain the right, however, to pursue a Claim in small claims court instead of arbitration, provided that the Claim is in that court's jurisdiction and proceeds on an individual basis and that venue is proper and authorized under the terms of this Agreement. Any issue regarding the validity or enforceability of the arbitration obligations set forth in this Agreement, and any issue regarding whether a particular dispute or controversy is a Claim that is subject to arbitration, shall be decided by the arbitrator.
- The Commercial Arbitration Rules of the AAA will apply to disputes arising under this Agreement (generally referred to herein as the "Arbitration Rules"). Information about the arbitration process, the Arbitration Rules, the AAA's fees and the nearest AAA location is available from the AAA online at adr.org. Information about AAA procedures, rules, fees and nearest offices will also be made available to you by contacting AAA by telephone at 1(800) 778-7879.
- Only one arbitrator will be selected. The arbitrator will be selected by mutual agreement between you and us. If you and we cannot agree on an arbitrator then the AAA will select the arbitrator according to its rules. Each arbitrator shall be a licensed attorney who has engaged in the private practice of law continuously during the ten (10) years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction.
- The language of the arbitration shall be in English. Any party desiring or requiring a different language shall bear the expense of an interpreter.
- Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, or another location in reasonable proximity to your address, unless the parties agree to a different location. You or we may choose to appear at the arbitration by telephone or other electronic means subject to the written consent of each party.

- You and we acknowledge that this Agreement evidences a transaction involving interstate commerce. The FAA shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions in this section. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. In conducting the arbitration and making the award, the arbitrator shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms.
- The filing of a demand for arbitration in accordance with the Arbitration Rules will suspend any requirement to file a notice of claim or to commence an action until the conclusion of the arbitration process.
- The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Subject to the foregoing limitation, the arbitration award shall provide only such relief as a court of competent jurisdiction could properly award under applicable law. The award shall be in writing, shall be signed by the arbitrator and shall include a statement regarding the reasons for the disposition of each and every Claim raised during the arbitration. The arbitrator's award shall be final and binding unless you or we submit a notice in writing to the AAA requesting a second arbitration before a new arbitrator (the second arbitrator) within thirty (30) days of notice of the initial award. The second arbitrator will be selected in the same manner as the initial arbitrator under the provisions set forth above. The second arbitrator will consider all factual and legal issues anew and follow the same rules that apply to a proceeding using the initial arbitrator.
- We will pay our own attorney fees, expert fees and/or witness fees associated with any arbitration, regardless of the outcome. If you commence an arbitration proceeding and prevail on your Claim, we will pay your reasonable attorney fees up to $5,000, unless applicable law allows you the right to recover additional attorney fees. We will not pay expert fees and/or witness fees.
- There will be no class Claim (i.e., Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us). The arbitrator may not consolidate your Claims with any other person's claims (except for persons who are Authorized Users on your Account) and may not otherwise preside over any form of a representative or class proceeding.

The arbitration and dispute resolutions provisions contained in this section do not limit your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as the right of set-off or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim, including Claims that are asserted as a counterclaim or the like in response to any such action.

The foregoing arbitration and dispute resolution provisions, pursuant to which you and we have agreed to arbitrate disputes, will survive the termination of your Account, whether evidenced by this Agreement or otherwise.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE FOREGOING ARBITRATION AND DISPUTE RESOLUTION PROVISIONS PURSUANT TO WHICH YOU AND WE HAVE AGREED TO ARBITRATE DISPUTES. YOU UNDERSTAND THAT THESE PROVISIONS LIMIT OR WAIVE CERTAIN OF YOUR RIGHTS WITH RESPECT TO CLAIMS THAT YOU ARE AGREEING TO ARBITRATE PURSUANT TO THESE PROVISIONS. YOU UNDERSTAND THAT THERE WILL BE NO CLASS CLAIMS IN ARBITRATION. YOU FURTHER UNDERSTAND THAT THE ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IN DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN A COURT PROCEEDING, AND THE RIGHT AND GROUNDS OF APPEAL FROM AN ARBITRATOR'S AWARD ARE MORE LIMITED THAN IN AN APPEAL FROM A COURT JUDGMENT. IN ADDITION, YOU UNDERSTAND THAT CERTAIN OTHER RIGHTS YOU HAVE IN A COURT PROCEEDING ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

LEGAL PROCEEDINGS; PROCEDURES

Regardless of whether you accept or reject arbitration in accordance with the "Arbitration and Dispute Resolution" provisions set forth above, you acknowledge and agree that before you commence any legal proceeding (including any arbitration proceeding) relating to a Claim, you must first contact us about the Claim and give us an opportunity to resolve it. In addition, before we can commence a legal proceeding (including any arbitration proceeding) relating to a Claim, we must attempt to resolve it with you. If any such Claim cannot be resolved within sixty (60) days from the date you or we are notified about it, the Claim may proceed to arbitration or other legal proceeding in accordance with this Agreement.

In no event will we be liable for any special, incidental, consequential or punitive losses or damages of any kind relating in any manner to a Claim whether such Claim is addressed in any legal proceeding or in court or in arbitration, except to the extent that this limitation of damages is prohibited by law. Further, there will be no class Claim in arbitration, as set forth above, or in any other legal proceeding.

This section will prevail unless prohibited by applicable law.

If you have any questions regarding this Agreement, or our current Rate and Fee Disclosure, write to us at **Stifel Bank, 501 N. Broadway, St. Louis, MO 63102**, or **call us at (866) 303-8003**.