

## INTEREST RATE AND INTEREST CHARGES

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>11.25%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>11.25%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>11.25%</b> This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after close of each billing cycle. We will not charge you interest on purchases if you pay entire balance by the due date each month.
<b>Minimum Interest Charge</b>	None
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

## FEES

<b>Annual Fees</b>	None
<b>Transaction Fees</b>	None
• Balance Transfer	None
• Cash Advance	Up to \$25.00
• Foreign Fees	Up to 1% of each transaction in U.S. dollars.
<b>Penalty Fees</b>	
• Late Payment	Up to \$25.00
• Returned Payment	Up to \$10.00

**How We Will Calculate Your Balance:** We use a method called "average daily balance". See your account agreement for further information regarding how we calculate your balance.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**Prime Rate:** Variable APRs are based on the 3.25% Prime Rate as of May 01, 2020

**Purchase APR:** For Purchase transactions, we add a Margin of 8% to the Prime Rate of 3.25%. The Purchase APR may increase or decrease each month if the Prime Rate changes.

**Balance Transfer APR:** For Balance Transfer transactions, we add a Margin of 8% to the Prime Rate of 3.25%. The Balance Transfer APR may increase or decrease each month if the Prime Rate changes.

**Cash APR:** For Cash transactions, we add a Margin of 8% to the Prime Rate of 3.25%. The Cash APR may increase or decrease each month if the Prime Rate changes.

**Military Lending APR:** Effective October 1, 2017, Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Call 844-334-3810 if you would like to hear this notice prior to activating your card and consummating your loan.

## MERCANTILE BANK OF MICHIGAN- PERSONAL CARD AGREEMENT

1. **Agreement.** These regulations govern the possession and use of credit cards ("cards") issued by Mercantile Bank of Michigan ("Issuer"). Each person who applies for a credit card and in whose name the card is issued ("Holder") consents and agrees to these regulations and to the terms contained on the credit cards, sales drafts, credit adjustment memos and cash advance drafts, signed by or given to Holder or any authorized user of Holder's cards. When credit cards are issued upon the application of two or more persons, all such persons shall be jointly and severally liable as Holders. The provisions of these regulations, as amended from time to time govern Holders' obligations, notwithstanding any additional or different terms contained in sales drafts, credit adjustment memos, cash advance drafts or other forms signed by or given to Holder or any user of Holder's cards to evidence of credit card transaction. Holder authorizes an investigation of Holder's credit standing prior to the issuance of credit card to Holder and at any time thereafter and authorizes disclosure of information to third parties relating to Holder's credit standing. These regulations apply to all credit cards issued to Holder or to others on Holder's authorization and to any user of Holder's cards.
2. **Use of Card.** Credit for purchases from a merchant or a cash advance from a participating financial institution may be obtained by Holder or an authorized user of Holder's card presenting one of Holder's cards to the merchant or participating financial institution and, if requested by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for purchases made or cash received. The use of this card for illegal transactions is prohibited. The card may also be used to obtain cash advances from certain automated equipment provided it is used with Holder's correct Personal Identification Number ("PIN") issued to Holder. Holder may perform cash advance withdrawals totaling not more than \$500 each day from compatible ATM terminals. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals. Holder will not be liable for the unauthorized use of the card or PIN issued to Holder which occurs before Issuer receives notification orally or in writing of loss, theft or possible unauthorized use of card or PIN. Lost or stolen cards or PINS should be reported immediately to Issuer by notifying Customer Service, P.O. 2208, Grand Rapids, MI 49501-9951, and Telephone (800) 453-8700.
3. **Use of Mercantile Bank of Michigan Card Checks.** Occasionally, Mercantile Bank of Michigan will send Holder balance transfer checks ("Balance Transfer Checks") in which Holder may transfer balances from other credit cards and/or Classic or Premier Checks to be used for purchases or payment of bills other than credit card balances. Credit obtained by use of a Balance Transfer Check will be treated as a credit purchase. Credit obtained by Classic or Premier Check will be treated as a cash advance.
4. **Credit Line.** Holder will from time to time be informed of the amount of the approved credit line established for Holder, and Holder covenants not to make credit purchases or borrowings in excess of that amount. Holder is liable for all purchases and borrowings made with Holder's cards by Holder or by anyone authorized to use Holder's cards.
5. **Payment.** Holder will be furnished a monthly statement for each billing period at the end of which there is a debit or credit balance of \$1.00 or more on which an Interest Charge has been imposed. Holder shall pay by the payment due date indicated on the statement either (a) the full amount billed ("New Balance") or at the Holder's option, (b) a minimum payment of \$25 or 2% of the New Balance, whichever is greater. Payments received by 5pm at the location specified on the front of the statement after the phrase "Please Mail Your Payment To:" will be credited as of the date of receipt to the account specified on the payment coupon. Holder must follow the payment instructions on the billing statement. Payments may be made by check, money order, or electronic payment drawn on and honored by a bank in the U.S. You authorize us to collect any payment either electronically or by draft. All payments by Holder will be applied first to payment of Interest Charges in the order of their entry to the account, second to additional fees and credit insurance charges, if any, in the order of their entry to the account, third previously billed cash advances, purchases and other similar charges in the order of their entry to the account, and then to current cash advances, purchases and other similar charges in the order of their entry to the account.
6. **Interest Charges.** Holder shall pay Interest Charges as shown on Holder's monthly statements, for each billing period in which there is a cash advance or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. For cash advance fees, please see the Interest Rate and Fee Disclosure Table. We figure the Interest Charges on your account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The additional charge for a cash advance shall not apply to any cash advance obtained under a separate credit agreement with Holder and written in connection with these regulations. The "Balance Subject to Interest Rate" is the "average daily balance," of the account (including current transactions). To get the "average daily balance," we take the beginning balance of the account each day, add any new cash advances, credit purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid Interest Charges. This gives us the daily balance. Then, we add up all of 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". Interest Charges for credit purchases begin on the date the purchase is posted to the account unless the previous Balance shown on the statement is paid in full prior to the Statement Closing Date indicated on your statement. Credit purchases made during the statement period and the Previous Balance will be excluded from the calculation of the "average daily balance" if the Previous Balance shown on the front of the statement was paid in full prior to the Closing Date of the statement. The Interest Charges for cash advances begin on the date the advance is posted to the account. Holder may avoid additional Interest Charges on an account by paying in full the New Balance shown on the account's monthly statement within 25 days after the Closing Date for that statement.
7. **Variable Annual Percentage Rate.** The Annual Percentage Rate means the annual rate of interest charged on Account balances. The Annual Percentage Rate is determined each Billing Cycle by adding the applicable margins listed in the Interest Rate and Fee Disclosure Table to the Index Rate. The "Index Rate" is the highest prime rate published in the Money Rates section of *The Wall Street Journal*. The monthly period rate is calculated by dividing the Annual Percentage Rate by 12 (the "Periodic Rate"). The Annual Percentage Rate and the Periodic Rate vary monthly and shall be adjusted on the first day of each month ("Change Date"). However, the Change Date is not the date that the new rate is effective. The effective date of any change to the Index Rate is the 1<sup>st</sup> business day of the month after the Change Date ("Effective Date"). Business days are Monday through Friday, excluding legal holidays. Beginning as of the first day of the Billing Cycle during which the Effective Date falls, the monthly Periodic Rate then in effect will be applied to the balance owing on the Account to determine the interest charges for such Billing Cycle.

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An adjustment in the monthly Periodic Rate and corresponding Annual Percentage Rate will apply both to any existing balances outstanding on the Account in the Billing Cycle during which the Effective Date falls and to new cash advances (including any balance transfers from other credit card accounts), credit purchases, and other charges. An increase or decrease in the Index Rate will cause an increase or decrease in the monthly Periodic Rate and corresponding Annual Percentage Rate and may increase the amount and number of minimum payments. If the Index Rate ceases to be made available, we may substitute a substantially similar index.

8. **Additional Fees.** For a listing of fees charged in association with this card, please see the Interest Rate and Fee Disclosure Table accompanying this Agreement. These charges will not be imposed if Holder's request is in connection with or delivery of the documents in response to an alleged billing error under Regulations E or Z by the Board of Governors of the Federal Reserve System. Fees imposed will be posted to Holder's account.
9. **Security Interest.** All credit advanced to Holder for credit purchases or cash advances constitutes loans made by Issuer to Holder in the state of Michigan. Issuer disclaims as security for loans made to Holder under these regulations any security interest it may at any time have in household goods or real property. Except as disclaimed above, loans made to Holder after the effective date of these regulations may be secured by collateral given by any holder to secure other loans from Issuer. Some products may require collateral (Secured Account). In consideration of and as a condition to our opening a Secured Account for you, you are providing funds from an account in your name to serve as security for your Account ("Funds"). We will hold these Funds in a Certificate of Deposit account ("CD") under our exclusive control. You must maintain this CD as security for the Account, and you grant us a security interest in the CD. This CD Account will include any and all future extensions, renewals, or replacements for the CD Account. The minimum amount required to be deposited is 10% above the initial amount of your credit line. The CD will be solely owned by you. See Security Agreement for more details; you must consent to Security Agreement before issuance of cards (borrower must initial or sign a Security Agreement to acknowledge the security).
10. **Foreign Transactions.** If a Holder's card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International, VISA converts currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate in effect one day before the date of the conversion, as applicable. The exchange rate is increased by 1% if the conversion is made in connection with a charge to an account and decreased by 1% if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.
11. **Disputes.** Issuer is not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a card. Except as provided in the Federal Truth-in-Lending laws (as indicated in the Summary of Billing Rights below), Issuer has no responsibility for merchandise or services obtained by Holder with card and any dispute concerning merchandise or services will be settled between holder and the merchant concerned.
12. **Default.** Holder covenants to observe and comply with these regulations and covenants not to permit an event of default to occur. Upon the occurrence of any one or more of the following

events of default (a) Holder fails to pay at least the Minimum Payment when due on two occasions within any 12-month period; or (b) Holder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings or fails to observe any covenant or duty contained in these regulations, if such event or breach materially impairs Holder's ability to pay amounts due; the full amount of Holder's account for which the default occurred (including unpaid Interest Charges) shall, at Issuer's option become immediately due and payable if Holder does not cure the default within 15 calendar days after notice is mailed to the address of Holder, or given as otherwise provided by law. Issuer has this right, without notice and opportunity to cure; if the default is the Holder's third default within 12 months and the Holder is notified of the prior two defaults and the Holder cured those defaults.

13. **Termination.** Holder's consent to these regulations may be terminated at any time by surrendering the cards issued to Holder or at the Holder's written request, but such termination shall not affect Holder's obligations as to any balances or changes outstanding at the time of termination. Termination by any Holder shall be binding on each person in whose name the card is issued. If Holder's spouse terminates this credit plan, the full amount of Holder's account (including unpaid Interest Charges) may be declared immediately due and payable. Issuer may terminate Holder's privilege to use the cards if holder moves out of the service area of Issuer, as defined by Issuer from time to time. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended. Holder's privilege to use the cards may be revoked or limited to the extent not prohibited by law. The cards are and shall remain the property of Issuer and Holder agrees to surrender them to Issuer upon demand.
14. **Amendments.** The Issuer may amend this Agreement including the annual percentage rates, fees and other items from time to time for any reason. Any such amendments will generally be effective immediately unless required by Applicable Law to provide advance written notice of the proposed amendments. If this is the case, those changes will be effective on the date stated in the notice. Subject to Applicable Law, any such amendments will apply to the outstanding Account balance on the effective date of the change and to any future balances created after that date. In some cases, the Holder may have the right to reject a change. If the Holder does not reject a change in the required manner and time period the changes in the notice will be deemed to have been accepted and the Holder to have confirmed all terms of the Agreement.
15. **Governing Law.** The provisions of the Agreement will be governed by (i) federal laws and regulations and (ii) the laws of Michigan to the extent Michigan laws are not preempted by federal laws of regulations. All statutory references are to the statutes and may be renumbered or amended from time to time.
16. **Liability.** Holder agrees that he/she will be responsible for all charges against the card made by an authorized individual, regardless of whether the charges by the authorized individual exceeded his/her authority.
17. **Military Lending Act MAPR Disclosure.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extension of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account the costs associated with credit insurance premiums, fees for ancillary products sold in connection with the

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credit transaction; any application fee charged (other than certain application fees or specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Call 844-334-3810 if you would like to hear this notice prior to activating your card and consummating your loan.

- 18. Severability.** In the event that any term or provision of this agreement shall be held illegal, invalid, or unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby but each such term and provision shall be valid and shall remain in full force and effect to the greatest extent permitted by law.

### **Billing Rights Summary.** Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Mercantile Bank of Michigan  
5610 Byron Center Ave Sw.  
Wyoming, MI 49519

You may also contact us on the web at <https://www.mercbank.com>

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar Amount:** The 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 or electronically. 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.

#### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, 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 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 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 we do not follow all of the rules above, you do not have to pay the first \$50 of the amount in question even if your bill is correct.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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 us in writing or electronically at:

Mercantile Bank of Michigan  
5610 Byron Center Ave Sw.  
Wyoming, MI 49519

You may also contact us on the web at <https://www.mercbank.com>

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.