



# CUSTOMER ACCOUNT AND CREDIT APPLICATION

908 Lamont St S | Aberdeen, South Dakota 57401 | 1 - 888 - 429 - 4902 | www.agategra.com

The application must be completed in full and signed below on the second page.

## SECTION 1: PRIMARY USE OF ACCOUNT

<input type="checkbox"/> Agriculture, Business or Commercial	Please check one of the boxes to the left to designate the primary use of this account. By checking the box to the left, I (we), the undersigned represent and warrant to the Cooperative that this account is and will be used for the primary use as checked to the left. In the event you designate your account as primarily for consumer, personal, family or household purposes, you acknowledge and agreed to be bound by the Cooperative's Consumer Credit Account Terms and Conditions as shown on page 3 and 4 of this Customer Account and Credit Application. In the event you designate your account as primarily for business, commercial or agricultural purposes, you acknowledge and agreed to be bound by the Cooperative's Credit Policy, Disclosure Statement and Agreement as shown on page 4 of this Customer Account and Credit Application.
<input type="checkbox"/> Consumer, Family, Household, or Personal	

## SECTION 2: PRIMARY APPLICANT (as recorded with IRS)

Type of Account:	<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Joint Account as Tenants in Common (each applicant listed owns an undivided interest in proportion to the number of applicants)	<input type="checkbox"/> Joint Account as Joint Tenancy with Rights of Survivorship (applicants wish to form ownership whereby the death of an applicant would result in the survivor(s) automatically becoming the sole owner(s)) If co-applicants select this option, they will not be eligible for the Age 70 or Age 80 Patronage Retirement Programs or Decedent Program (except in the event that the account reverts back to an individual/sole proprietor)
	Last Name		
Mailing Address		County	City
Physical Address (if different from mailing address)		County	City
Home Phone	Cell Phone	E-mail Address	

## SECTION 3: CO-APPLICANT (if applicable and as recorded with IRS)

Last Name		First Name	Middle Initial	Social Security Number	Date of Birth
Mailing Address			City	State	Zip Code
Physical Address (if different from mailing address)			City	State	Zip Code
Home Phone	Cell Phone	E-mail Address		Relationship to Applicant	

If there are additional co-applicants, please complete another Customer Account and Credit Application by completing Sections 3, 6, 8 and 9 with the co-applicant also signing that application.

## SECTION 4: ENTITY APPLICANT (as recorded with IRS)

Type of Account:	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> LLC (C. Corp.)	<input type="checkbox"/> LLC (S. Corp.)	<input type="checkbox"/> LLC (Partnership)	<input type="checkbox"/> Single-member LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Cooperative	<input type="checkbox"/> Government	<input type="checkbox"/> Trust	<input type="checkbox"/> Estate
Legal Name						Doing Business As (DBA) (if applicable)					
Mailing Address			County	City	State	Zip Code					
Physical Address (if different from mailing address)			County	City	State	Zip Code					
Business Phone	Other Phone		E-mail Address								
Federal Tax ID Number	Tax Exempt Number		Date of Incorporation			State of Incorporation					

## SECTION 5: PRINCIPAL AND/OR OFFICER INFORMATION (only required for ENTITY applicants)

Last Name	First Name	Middle Initial	Last Name	First Name	Middle Initial
Title	Primary Phone		Title	Primary Phone	
Mailing Address	E-Mail Address		Mailing Address	E-Mail Address	
City	State	Zip	City	State	Zip

If there are additional principals and officers, please complete another Customer Account and Credit Application by completing Sections 5, 6, 8 and 9 with the principals and officers also signing that application.

## SECTION 6: AG PRODUCER STATUS

I (we), the undersigned, do hereby swear and certify that the above listed applicant(s) is (are):	Article I, Section 1 of the Bylaws of Agtegra Cooperative (herein "the Cooperative") provide that "Membership in the Cooperative shall only be issued to or held by a bona-fide producer... "Producer" shall mean and include any person, association or legal entity actually engaged in the production of any one or more agricultural products, including tenants of land used for the production of any such product, and lessors of such land that receive as rent therefor any part of any such product of such land."
<input type="checkbox"/> YES – an agricultural producer, as defined by the Bylaws of the Cooperative.	
<input type="checkbox"/> NO – not an agricultural producer as defined by the Bylaws of the Cooperative.	
<input type="checkbox"/> NA – unsure if he/she/it is an agricultural producer as defined by the Bylaws of the Cooperative.	

**SECTION 7: CREDIT LIMIT**

Your cooperation in providing this confidential information will help us to establish your new or existing account and better serve your future business needs.		<b>Requested Monthly Credit Limit</b> \$ _____		<b>Gas Card:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO # of Cards: _____	
<b>Applicant</b>	Employer (Off Farm Income)	# of Years	Position or Title	Monthly Income \$ _____	
<b>Co-Applicant</b>	Employer (Off Farm Income)	# of Years	Position or Title	Monthly Income \$ _____	

**SECTION 8: CREDIT REFERENCES**

Loans: Name Of Lender & Contact Person	Mailing Address	City	State	Zip	Phone Number
Checking Account: Name Of Bank	Mailing Address	City	State	Zip	Phone Number
Supplier	Mailing Address	City	State	Zip	Phone Number
Supplier	Mailing Address	City	State	Zip	Phone Number

**SECTION 9: OTHER INFORMATION**

	<b>Applicant</b>		<b>Co-Applicant</b>	
Are there any judgments (including divorce and/or child support orders) which presently obligate you to pay or discharge?	Yes _____	No _____	Yes _____	No _____
Have you declared bankruptcy in the last 10 years?	Yes _____	No _____	Yes _____	No _____
Are you a part to a lawsuit?	Yes _____	No _____	Yes _____	No _____
Are any of your taxes delinquent or under dispute?	Yes _____	No _____	Yes _____	No _____
Are you delinquent on any accounts payable, including cash rent?	Yes _____	No _____	Yes _____	No _____
If so, to whom and for what amounts:				

**SECTION 10: W-9 SUBSTITUTION**

Under penalties of perjury, I, the undersigned, hereby certify that: 1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. citizen or other U.S. person (defined in the IRS Form W-9 instructions); and 4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. Item 4 does not apply.

**SECTION 11: ARTICLES OF INCORPORATION AND BYLAWS AND PATRONAGE CONSENT**

I (we), the undersigned, hereby acknowledge and agree to be bound by the Articles of Incorporation and Bylaws of the Cooperative as they now exist or hereafter be amended, including the provision that the Cooperative shall have a lien and security interest in and to all membership interests and benefits from participation in the Cooperative under Article IX of the Articles of Incorporation of the Cooperative. The Articles of Incorporation and Bylaws of the Cooperative can be found at [www.agtegra.com](http://www.agtegra.com). Furthermore, the undersigned does hereby consent to include in his/her/its gross income for federal income tax purposes the total year's patronage allocation from the Cooperative, in accordance with 26 U.S.C. 1385 & 1388.

**SECTION 12: ACKNOWLEDGMENT AND CONSENT**

EVERYTHING THAT I (WE), THE UNDERSIGNED, HAVE STATED IN THIS CUSTOMER ACCOUNT AND CREDIT APPLICATION (THE "APPLICATION") IS CORRECT AS OF THE DATE LISTED BELOW AND I (WE) AGREE TO IMMEDIATELY NOTIFY THE COOPERATIVE IF ANYTHING ON THIS APPLICATION CHANGES AT ANY TIME.

BY SIGNING BELOW, I (WE), THE UNDERSIGNED (A) AUTHORIZE ANY PERSON OR ENTITY TO RELEASE TO THE COOPERATIVE ANY FINANCIAL INFORMATION ABOUT ME THAT SUCH PERSON OR ENTITY HAS IN ITS POSSESSION, (B) RELEASE SUCH PERSON OR ENTITY FROM ANY AND ALL LIABILITY FOR DAMAGES OF ANY KIND RESULTING FROM PROVIDING INFORMATION ABOUT ME TO THE COOPERATIVE, AND (C) AGREE THAT SUCH PERSON OR ENTITY MAY RELY ON A COPY OF THIS APPLICATION AND SIGNATURE, WHICH SHALL BE DEEMED TO BE AN ORIGINAL.

I (WE), THE UNDERSIGNED, REPRESENT THAT I (WE) HAVE READ THIS APPLICATION AND AGREE TO ABIDE BY AND BE BOUND BY ITS TERMS AND CONDITIONS (INCLUDING THOSE TERMS AND CONDITIONS ON SUBSEQUENT PAGES) AND THAT I (WE) HAVE THE RIGHT, POWER AND AUTHORITY TO SIGN THIS CUSTOMER ACCOUNT AND CREDIT APPLICATION ON BEHALF OF THE APPLICANT(S). I (WE), THE UNDERSIGNED, UNDERSTAND THAT (A) IN MAKING A DECISION ON THIS APPLICATION, AGTEGRA IS RELYING ON THE INFORMATION STATED IN THIS APPLICATION, AND (B) THAT THE COOPERATIVE WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED.

THE COOPERATIVE RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO DENY ANY CUSTOMER ACCOUNT AND CREDIT APPLICATION OR TO TERMINATE AN ACCOUNT OR TO DENY CREDIT ON AN ACCOUNT WITH THE COOPERATIVE WITH OR WITHOUT NOTICE. THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

<b>SIGNATURE(S) (for Sections 2 and 3)</b>		<b>ENTITY SIGNATURE(S) (for Sections 4 and 5)</b>	
Applicant's Signature	Date	Authorized Signature	Title
Printed Name		Printed Name	Date
Applicant's Signature	Date	Authorized Signature	Title
Printed Name		Printed Name	Date

**FOR OFFICE USE ONLY**

Location:	CR Ref Sent:	Credit Limit:	Credit Approval:	Processor:	Date:
-----------	--------------	---------------	------------------	------------	-------

# South Dakota Streamlined Sales Tax Agreement

## Certificate of Exemption

### Warning to purchaser:

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that is due tax on this sale. The state that is due tax on this sale may be notified that you claimed exemption from sales tax.

The purchaser will be held liable for any tax and interest, and possible civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption.

1.  Check if you are attaching the Multistate Supplemental form.

If not, enter the two-letter abbreviation for the state under whose laws you are claiming exemption.

2.  Check if this certificate is for a **Single Purchase Certificate**. Invoice/purchase order # \_\_\_\_\_.

3. **Print or type**

A. Name of purchaser	_____		
B. Business address	City	State	Zip code
C. Purchaser's tax ID number	State of Issue	County of Issue	
D. If no tax ID number, enter FEIN _____			
E. If no ID number or FEIN, enter Driver's License Number/State Issued ID number			state of issue
F. Foreign diplomat number _____			
G. Name of seller from whom you are purchasing, leasing or renting _____			
H. Seller's address	City	State	Zip code

4. **Purchaser's Type of business.** Circle the number that best describes your business.

- Circle type of business**
- |   |                                       |
|---|---------------------------------------|
| 01 Accommodation and food services            | 11 Transportation and warehousing     |
| 02 Agriculture, forestry, fishing, hunting    | 12 Utilities                          |
| 03 Construction                               | 13 Wholesale trade                    |
| 04 Finance and insurance                      | 14 Business services                  |
| 05 Information, publishing and communications | 15 Professional services              |
| 06 Manufacturing                              | 16 Education and health-care services |
| 07 Mining                                     | 17 Nonprofit organization             |
| 08 Real estate                                | 18 Government                         |
| 09 Rental and leasing                         | 19 Not a business                     |
| 10 Retail trade                               | 20 Other (explain) _____              |

5. **Reason for exemption.** Circle the letter that identifies the reason for the exemption.

- Circle reason for exemption**
- |  |   |
|--|---|
| A Federal government (Department) _____    | H Agricultural  |
| B State or local government (Agency) _____ | I Industrial production/manufacturing <u>Does not apply in SD</u> |
| C Tribal government                        | J Direct pay permit   |
| D Foreign diplomat                         | K Direct mail   |
| E Charitable organization                  | L Other (Explain) _____   |
| F Religious or educational organization    |   |
| G Resale                                   |   |

6. **Sign here** *I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.*

Signature of authorized purchaser	Print name here	Title	Date
-----------------------------------	-----------------	-------	------

**AGTEGRA COOPERATIVE CONSUMER CREDIT ACCOUNT TERMS AND CONDITIONS (THIS "AGREEMENT") FOR CONSUMER, FAMILY, HOUSEHOLD AND PERSONAL ACCOUNT**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	18%
How to Avoid Paying Interest	Your due date is at least 15 days after the last day of each month. The Cooperative will not charge you interest on new purchases during the month if you pay your entire balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website for the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
Penalty Fees	If any check or similar item you give to the Cooperative for payment under this Agreement is returned dishonored or returned for any reason, you agree to pay a returned check charge in the amount of \$40.00.
• Returned Check	

**HOW WE WILL CALCULATE YOUR BALANCE:** The Cooperative figures the interest charge on your account by applying the periodic rate to the amount you owe at the end of each billing cycle (month) after deducting payments and credits made during the billing cycle. Interest will accrue on new purchases during the billing cycle only if they remain unpaid after the due date described above. See this Agreement for more details.

**BILLING RIGHTS:** Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement below.

**JOINT ACCOUNT:** If an applicant and co-applicant(s) are listed on this Credit Application and the account of record, such applicants shall be jointly and severally liable for all amounts owed under this Agreement.

**CREDIT REPORT:** Each customer/applicant/co-applicant(s) ("Customer", "you" or "your") identified on this Credit Application and the account of record authorizes AGTEGRA COOPERATIVE (the "Cooperative") to obtain credit reports from such credit reporting agencies as the Cooperative deems appropriate regarding Customer for purposes of your application for credit. You agree to provide such additional information as the Cooperative may request from time to time, including without limitation current financial statements.

**TERMS:** Credit purchases for direct ship transit fuel and gas deliveries (as defined by the Cooperative) made to Customer must be paid in full within 10 days after the date of delivery. For all other credit purchases, the BILLING DATE is the last day of the month in which the purchase was made. The DUE DATE for payment is the 22nd day of the next month. If an account is paid in full by the applicable due date, no interest charge will be assessed. All open accounts are to be paid in full by the applicable due date, unless other arrangements are made with the Cooperative. All payments and other credits will be applied to unpaid interest charges first; then applied to invoices in order of oldest applicable due date first. All invoices and statements delivered to Customer by the Cooperative shall be deemed conclusive as to the items purchased and the related charges unless Customer informs the Cooperative as provided in the Billing Rights Notice.

**PROMISE TO PAY:** You agree to pay the Cooperative for all purchases made in connection with your account in full when due. Credit approval shall be in the Cooperative's sole discretion. Each of you agrees that you are individually and jointly responsible to pay for all purchases and all other amounts on your account, including without limitation, all interest and finance charges and all other charges described in this Agreement. When you sign this Credit Application for your account or use your account to make purchases, you are agreeing to the terms and conditions of this Agreement.

**INTEREST CHARGES AND FEES:** Interest charges begin to accrue on new purchases that remain unpaid after the due date disclosed above. Interest charges will continue on the principal of amounts that remain unpaid after the due date. However, no interest shall be charged to you if you pay the balance of your account in full by the due date. All accounts not paid by the applicable due date will be charged a monthly INTEREST CHARGE equal to 1.5% of the unpaid balance of the account that is due (equal to an ANNUAL PERCENTAGE RATE of 18% (provided, however, that at no time shall the INTEREST CHARGE exceed the maximum rate applicable permitted by state law). If any check or similar item you give to the Cooperative for payment under this Agreement is returned dishonored or returned for any reason, you agree to pay a returned check charge in the amount of \$40.00.

**FUEL OR GAS CARDS:** You agree to promptly notify the Cooperative if your fuel or gas card is lost or stolen or if you believe the card has been used without your permission. If you notice the loss or theft of your fuel or gas card or a possible unauthorized use of your card, you should call the Cooperative at (605) 225-5500 or write to the Cooperative immediately at 908 Lamont Street South, Aberdeen, South Dakota 57401. You will not be liable for any unauthorized use that occurs after the Cooperative receives notification. You may, however, be liable for unauthorized use that occurs before your notice is received by the Cooperative.

**BILLING AND PAYMENTS:** You will be billed monthly for credit purchases from the Cooperative and for any unpaid balance on your account. You will receive a monthly statement of account for any month in which you have an unpaid balance on in which interest, finance or other charges are imposed. You have the right to pay your account in full at any time. You must make payment in U.S. Dollars by means of check, money order, cash, credit card, ACH or any other means approved by, and acceptable to, the Cooperative.

**SUSPENSION OF CREDIT PRIVILEGE:** The Cooperative may, in its sole discretion, suspend, limit, or terminate further credit privileges without prior notice. Furthermore, legal action may be taken to collect past due accounts. Suspension or discretion if Customer can provide adequate collateral or an assignment to secure the past due account.

**CREDIT CARD PAYMENTS:** The Cooperative may, in its sole discretion, accept valid credit card payments. You may call your Cooperative location or our main office at (605) 225-5500 and ask for either the bookkeeping department or credit department to process accepted credit cards. Each Customer agrees that the Cooperative may assess a surcharge for credit card payments. The amount of the current surcharge is posted at our locations and can also be obtained by calling the Cooperative at the telephone number above.

**SECURITY INTEREST AND GUARANTY:** The Cooperative, pursuant to its Articles

of Incorporation and Bylaws, has a security interest and a first lien on the patronage equities of the Cooperative held by any Customer for any debt due by that Customer. Customer acknowledges and agrees to be bound by the Articles of Incorporation and Bylaws of the Cooperative, as they now exist or hereafter be amended and does hereby consent to include in his/her/its gross income for federal income tax purposes the total year's patronage allocation from the Cooperative, in accordance with 26 U.S.C. 1385 & 1388.

Furthermore, each Customer grants to the Cooperative a security interest in all personal property owned by Customer and held by or owed to Customer by the Cooperative, including without limitation all equity interests in the Cooperative and all dividends owed to Customer by the Cooperative. Your personal property may also be subject to liens or interests created by applicable state law, including, but not limited to: 1) statutory liens such as the North Dakota ag supplier's lien, mechanics liens, and similar liens; or 2) judgment liens if legal action results in a court judgment in the Cooperative's favor. If Customer is a corporation, limited liability company, partnership or other entity, the person executing this Agreement agrees to personally guaranty the full payment and performance of all of Customer's obligations under this Agreement.

**DEFAULT AND REMEDIES:** If Customer (1) fails to make a payment when due, (2) fails to keep any promise Customer made to the Cooperative, (3) becomes insolvent, files for bankruptcy protection, is unable to pay its debts or becomes subject to a receivership, then the Cooperative may exercise any or all remedies available to it, including without limitation, terminate your account, making all amounts Customer owes to the Cooperative immediately due and payable in full, enforcing any lien or security interest that the Cooperative may hold in the property of Customer, and setting off any amounts owed by Customer against any amounts that the Cooperative owes to the Customer. Neither an extension of time for payment granted to Customer, nor acceptance of partial payment by the Cooperative, shall constitute a waiver of the Cooperative's right to full payment and performance of Customer's obligations under this Agreement. In the event you are in default under this Agreement, you agree to pay all reasonable costs of collection incurred by the Cooperative, including attorney's fees and court costs. Waiver by the Cooperative of any default shall not operate as a waiver of any other default.

**CHANGE IN TERMS:** Each Customer agrees that the Cooperative may modify the terms of this Agreement from time to time upon prior written notice sent to Customer's address contained in the Cooperative's files or as otherwise set forth on the Cooperative's invoice. No modification of this Agreement is effective unless it is in writing. Your use of your account after notice of modification to the terms of the account will constitute your agreement to the modified terms.

**APPLICABLE LAW:** This Agreement is governed by the laws of the State of South Dakota. Any action brought in connection with this Agreement must be brought in the state or federal courts for Brown County, South Dakota.

**TELEPHONE COMMUNICATIONS:** Each Customer authorizes the Cooperative and its service providers and affiliates to contact such Customer for marketing/advertising and other purposes (including both voice calls and text (SMS) messaging) using: (a) the phone or mobile number(s) listed on this Credit Application and the account of record, and/or (b) an automatic telephone dialing system (ATDS) or artificial prerecorded voice. Each Customer understands that (i) such Customer is not required to grant consent as a condition of buying any property, goods, or services, (ii) the Customer may revoke the consent at any time by contacting the Cooperative at (605) 225-5500, (iii) message and data rates may apply, and if Customer's contact information changes, Customer should inform the Cooperative by calling (605) 225-5500.

**NOTICE:** ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**EFFECTIVE DATE:** The above terms shall become effective December 1, 2019. All inconsistent provisions and outstanding agreements are amended accordingly.

**BILLING RIGHTS NOTICE**

*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: Agtegra Cooperative, 908 Lamont Street South, Aberdeen, South Dakota 57401

You may also contact us on the Web: [www.agtegra.com](http://www.agtegra.com)

In your letter, give us the following information:

- Account information: Your name and account number.

TERMS AND CONDITIONS CONTINUED ON NEXT PAGE

**AGTEGRA COOPERATIVE CONSUMER CREDIT ACCOUNT TERMS AND CONDITIONS (THIS "AGREEMENT") FOR CONSUMER, FAMILY, HOUSEHOLD AND PERSONAL ACCOUNT CONTINUED**

- **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*. 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 will 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 you question even if your bill is correct.

**AGTEGRA COOPERATIVE CREDIT POLICY, DISCLOSURE STATEMENT AND AGREEMENT (THIS "AGREEMENT")**

**Statement of Credit Terms and Disclosure of Interest Charges**

**CREDIT REPORT:** Each customer/applicant/co-applicant(s) ("Customer", "you" or "your") identified on the Credit Application authorizes AGTEGRA COOPERATIVE (the "Cooperative") to obtain credit reports from such credit reporting agencies as the Cooperative deems appropriate regarding Customer for purposes of Customer's application for credit. Customer agrees to provide such additional information as the Cooperative may request from time to time, including without limitation current financial statements.

**JOINT ACCOUNT:** If an applicant and co-applicant(s) are listed on this Credit Application and the account of record, such applicants shall be jointly and severally liable for all amounts owed under this Agreement.

**TERMS:** Credit purchases for direct ship transit fuel and gas deliveries (as defined by the Cooperative) made to Customer must be paid in full within 10 days after the date of delivery. For all other credit purchases, the BILLING DATE is the last day of the month in which the purchase was made. The DUE DATE for payment is the 22nd day of the next month. If an account is paid in full by the applicable due date, no interest charge will be assessed. All open accounts are to be paid in full by the applicable due date, unless other arrangements are made with the Cooperative. All payments and other credits will be applied to unpaid interest charges first; then applied to invoices in order of oldest applicable due date first. All invoices and statements delivered to Customer by the Cooperative shall be deemed conclusive as to the items purchased and the related charges unless Customer informs the Cooperative in writing of a dispute within 30 days after the applicable statement date. Each Customer represents and warrants to Cooperative that this account is used primarily for business, commercial, or agricultural purposes, and not for personal, family or household purposes.

**PROMISE TO PAY:** You agree to pay the Cooperative for all purchases made in connection with your account in full when due. Credit approval shall be in the Cooperative's sole discretion. Each of you agrees that you are individually and jointly responsible to pay for all purchases and all other amounts on your account, including without limitation, all interest and finance charges and all other charges described in this Agreement. When you sign this Credit Application for your account or use your account to make purchases, you are agreeing to the terms and conditions of this Agreement.

**INTEREST CHARGES AND FEES:** All open accounts not paid by the applicable due date will be assessed a monthly INTEREST CHARGE equal to 1.5% of the unpaid balance of the account that is due (equal to an ANNUAL PERCENTAGE RATE of 18%; provided that at no time shall the INTEREST CHARGE exceed the maximum rate applicable permitted by state law. If any check or similar item you give to the Cooperative for payment under this Agreement is returned dishonored or returned for any reason, you agree to pay a returned check charge in the highest amount permitted under the law.

**AGTEGRA COOPERATIVE CREDIT POLICY, DISCLOSURE STATEMENT AND AGREEMENT (THIS "AGREEMENT") CONTINUED**

**FUEL OR GAS CARDS:** You agree to promptly notify the Cooperative if your fuel or gas card is lost or stolen or if you believe the card has been used without your permission. If you notice the loss or theft of your fuel or gas card or a possible unauthorized use of your card, you should call the Cooperative at (605) 225-5500 or write to the Cooperative immediately at 908 Lamont Street South, Aberdeen, South Dakota 57401. You will not be liable for any unauthorized use that occurs after the Cooperative receives notification. You may, however, be liable for unauthorized use that occurs before your notice is received by the Cooperative.

**BILLING AND PAYMENTS:** You will be billed monthly for credit purchases from the Cooperative and for any unpaid balance on your account. You will receive a monthly statement of account for any month in which you have an unpaid balance on in which interest, finance or other charges are imposed. You have the right to pay your account in full at any time. You must make payment in U.S. Dollars by means of check, money order, cash, credit card, ACH or any other means approved by, and acceptable to, the Cooperative.

**SUSPENSION OF CREDIT PRIVILEGE:** The Cooperative may, in its sole discretion, suspend, limit, or terminate further credit privileges without prior notice. Furthermore, legal action may be taken to collect past due accounts. Suspension or termination of credit may, but is not required to, be waived if Customer can provide adequate collateral or an assignment to secure the past due account.

**CREDIT CARD PAYMENTS:** The Cooperative may, in its sole discretion, accept valid credit card payments. You may call your Cooperative location or our main office at (605) 225-5500 and ask for either the bookkeeping department or credit department to process accepted credit cards. Each Customer agrees that Cooperative may assess a surcharge for credit card payments. The amount of the current surcharge is posted at our locations and can also be obtained by calling us at the telephone number above.

**SECURITY INTEREST AND GUARANTY:** The Cooperative, pursuant to its Articles of Incorporation and Bylaws, has a security interest and a first lien on the patronage equities of the Cooperative held by any Customer for any debt due by that Customer. Customer acknowledges and agrees to be bound by the Articles of Incorporation and Bylaws of the Cooperative, as they now exist or hereafter be amended and does hereby consent to include in his/her/its gross income for federal income tax purposes the total year's patronage allocation from the Cooperative, in accordance with 26 U.S.C. 1385 & 1388. Furthermore, each Customer grants to the Cooperative a security interest in all personal property owned by Customer and held by or owed to Customer by the Cooperative, including without limitation all equity interests in the Cooperative and all dividends owed to Customer by the Cooperative. Your personal property may also be subject to liens or interests created by applicable state law, including, but not limited to: 1) statutory liens such as the North Dakota ag supplier's lien, mechanics liens, and similar liens; or 2) judgment liens if legal action results in a court judgment in the Cooperative's favor. If Customer is a corporation, limited liability company, partnership or other entity, the person executing this Agreement agrees to personally guaranty the full payment and performance of all of Customer's obligations under this Agreement.

**DEFAULT AND REMEDIES:** If Customer (1) fails to make a payment when due, (2) fails to keep any promise Customer made to the Cooperative, (3) becomes insolvent, files for bankruptcy protection, is unable to pay its debts or becomes subject to a receivership, then the Cooperative may exercise any or all remedies available to it, including without limitation, terminating your account, making all amounts Customer owes to the Cooperative immediately due and payable in full, enforcing any lien or security interest that the Cooperative may hold in the property of Customer, and setting off any amounts owed by Customer against any amounts that the Cooperative owes to the Customer. Neither an extension of time for payment granted to Customer, nor acceptance of partial payment by the Cooperative, shall constitute a waiver of the Cooperative's right to full payment and performance of Customer's obligations under this Agreement. In the event you are in default under this Agreement, you agree to pay all reasonable costs of collection incurred by the Cooperative, including attorney's fees and court costs. Waiver by the Cooperative of any default shall not operate as a waiver of any other default.

**CHANGE IN TERMS:** Each Customer agrees that the Cooperative may modify the terms of this Agreement from time to time upon prior written notice sent to Customer's address contained in the Cooperative's files or as otherwise set forth on the Cooperative's invoice. No modification of this Agreement is effective unless it is in writing. Your use of your account after notice of modification to the terms of the account will constitute your agreement to the modified terms.

**APPLICABLE LAW:** This Agreement is governed by the laws of the State of South Dakota. Any action brought in connection with this Agreement must be brought in the state or federal courts for Brown County, South Dakota.

**TELEPHONE COMMUNICATIONS:** Each Customer authorizes the Cooperative and its service providers and affiliates to contact such Customer for marketing/advertising and other purposes (including both voice calls and text (SMS) messaging) using: (a) the phone or mobile number(s) listed on this Credit Application and the account of record, and/or (b) an automatic telephone dialing system (ATDS) or artificial prerecorded voice. Each Customer understands that (i) such Customer is not required to grant consent as a condition of buying any property, goods, or services, (ii) the Customer may revoke the consent at any time by contacting the Cooperative at (605) 225-5500, (iii) message and data rates may apply, and if Customer's contact information changes, Customer should inform the Cooperative by calling (605) 225-5500.

**EFFECTIVE DATE:** The above terms shall become effective December 1, 2019. All inconsistent provisions and outstanding agreements are amended accordingly.