

Important Account Disclosure Good Neighbor Visa®

Interest Rates and Interest	
Annual Percentage Rate (APR) for Purchases	11.24% - 18.24% based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	0% Introductory APR through the last day of the twelfth billing cycle from account opening. After that, your APR will be 11.24% - 18.24% based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	20.24% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will charge you interest on balances remaining from the previous billing cycle beginning the first day of the billing cycle.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .

Fees	
Annual Fee	None
Transaction Fees	
<ul style="list-style-type: none"> • Balance Transfer • Cash Advance • International Transaction 	Either \$10 or 3% of the amount of each transfer, whichever is greater (maximum fee: \$250) Either \$10 or 4% of the amount of each cash advance, whichever is greater 3% of each transaction in U.S. dollars
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$35 Up to \$35

Account Balances may be paid in full at any time.

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Loss of Introductory APR: We may end your Introductory APR and apply the Purchase APR if you fail to make a minimum monthly payment within 60 days after the Payment Due Date.

Additional Account Disclosures: Terms of the account, including APRs and fees, are subject to change in accordance with the terms of the account agreement and applicable laws.

The Prime Rate used to determine your APR (referenced in the table in the accompanying account disclosure) is the highest Prime Rate published in the "Money Rates" table in *The Wall Street Journal* two business days prior to the Statement/Closing Date for that billing period.

Other Fees Applicable to Your Account: Convenience Check (Cash Advance Check) Transaction Fee – 4% of the U.S. dollar amount of the Convenience Check (minimum \$10); Statement Reprint Fee – \$5; Account Research Fee – \$15 per hour (\$10 minimum); Returned Check Fee – up to \$35 (if we return a Convenience Check unpaid for any reason).

Find Out About Changed Information: The information about rates, fees and other costs disclosed in the accompanying account disclosure is accurate as of August, 2011. This information may have changed after that date. To find out what may have changed, write State Farm Bank®, P.O. Box 84062, Columbus, Georgia 31908-4062 or call us toll free at 1-877-SF4-VISA (1-877-734-8472).

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Underwriting Standards

State Farm Bank ("Bank") encourages any interested individual(s) to submit an application for any product(s) offered by the Bank. We also encourage you to obtain information regarding the Bank's underwriting standards for each type of credit or service offered by visiting statefarm.com® or by contacting the Bank at 1-877-SF4-BANK (1-877-734-2265). To apply for a Bank product, you may also see your participating State Farm® agent.

Additional Agreements and Authorizations

By submitting this application, you are applying for a credit card account with State Farm Bank, F.S.B., Bloomington, Illinois. You acknowledge that you have reviewed all the information entered on the application and affirm that it is true and complete. You must be at least 18 years of age and a U.S. citizen or permanent resident alien with a valid permanent home address within the 50 United States or the District of Columbia to be eligible for an account (additional limitations may apply if you are under age 21). You authorize us to obtain one or more consumer credit reports to determine your eligibility for credit, renewal of credit, future extensions of credit or any other legitimate business purpose in connection with your account. We will consider your application for a State Farm Visa credit card. We will verify your credit status, income and other information. Based on this information, we determine the actual credit line on your account. We may issue credit on different terms than those you applied for. We reserve the right not to open any account. If an account is opened, you agree that the use of the account, account number, or any card issued in connection with the account constitutes your acceptance of, and is subject to, the terms and conditions of the State Farm Bank Credit Card Agreement and Disclosure Statement ("Cardholder Agreement") that will be sent with your card(s). You agree to be responsible for all charges incurred on the account according to the Cardholder Agreement. For joint credit card accounts, you are responsible, both together and individually, for the entire outstanding balance on the account. You also agree that the Cardholder Agreement and your account are governed by Federal law and by the laws of the State of Illinois to the extent that Federal law is not controlling, and that the Cardholder Agreement is subject to change (including, but not limited to, an increase in rates and fees) in accordance with the provisions of applicable law. The terms described in this application supersede those in all previous applications.

Balance Transfer Terms and Conditions

If you make a Balance Transfer to your State Farm Bank credit card account pursuant to this offer, the terms and conditions included in the "Interest and Fee Information" table on the front apply for the promotional Annual Percentage Rate ("Promotional APR"), the date of the promotional period ("Use by Date"), the variable rate that applies after the promotional period ends ("APR for Purchases"), the related Balance Transfer fees ("Fee"), and the accrual of interest ("Paying Interest"). We may end your Promotional APR and apply the Purchase APR if you fail to make a minimum monthly payment within 60 days after the payment due date.

You agree to allow approximately 30 days for your Balance Transfer request to be processed, the balance amount paid and transferred to your State Farm Bank credit card account. Until you confirm that a Balance Transfer has been completed, you should continue to make all required payments on the other account(s). State Farm Bank is neither responsible for any fees or interest charges incurred on an account prior to its transfer, nor for any remaining balance or additional charges in the event the payment amount you authorized does not satisfy an outstanding balance. If you wish to close another account after transferring the entire outstanding balance to your State Farm Bank credit card account, it is your responsibility to contact the other issuer or creditor directly; we will not close your other accounts.

The minimum individual transfer request that will be honored is \$50 and the total amount(s) paid and transferred under this offer is limited to 94% of your credit access line less any outstanding balance in order to leave part of your credit line available for purchases. If you submit concurrent Balance Transfer requests that exceed this transfer limit, we will process your requests from highest to lowest dollar amount, may decline to process one or more requests and will not complete a request by making a partial payment. Balance Transfer requests may not be used to pay any existing balances on any State Farm Bank credit card account, nor can they be processed if made payable to you, an individual, a deposit account, or cash. Your credit card account must be in good standing and State Farm Bank reserves the right to refuse any Balance Transfer request.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect *State Farm Bank* interests unless prior to the time credit is granted, *State Farm Bank* is furnished with a copy of the agreement, statement or court order, or *State Farm Bank* has actual notice of the provision.

Married Wisconsin residents must furnish the name and address of their spouse to:

State Farm Bank
P.O. Box 87
Deposit, NY 13754-0087

New York Residents: New York residents may contact the New York State banking department to obtain a comparative listing of credit card rates, fees and grace periods.

Notice to Ohio Residents: The Ohio law against discrimination requires that all creditors make credit available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administration complies with this law.

If married, applicant may apply for a separate account.

IMPORTANT DISCLOSURES FOR THE STATE FARM BANK CREDIT PROTECTION PROGRAM

Please carefully review the disclosures below for important information about the program.

Your Enrollment is Optional: Your purchase of the State Farm Bank Credit Protection Program is **optional**. Whether or not you purchase the State Farm Bank Credit Protection Program will not affect your application for credit.

Program Fee: The monthly fee for the State Farm Bank Credit Protection Program is based on your account balance each month multiplied by the unit-cost of the plan you select.

Cancellation of the Credit Protection Program: You have the right to cancel the State Farm Bank Credit Protection Program at any time and for any reason by calling or writing State Farm Bank or the program administrator. State Farm Bank has the right to cancel the State Farm Bank Credit Protection Program if: (1) your account becomes more than 60 days delinquent; or (2) at any time and for any reason by giving you written notice of cancellation at least 30 days in advance.

Eligibility Requirements, Conditions and Exclusions: There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under the State Farm Bank Credit Protection Program. You may find a complete explanation of eligibility requirements, conditions, and exclusions in sections 3 through 12 of the State Farm Bank Credit Protection Program Terms and Conditions that will be included with your account fulfillment materials.