

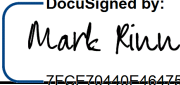


GROWTH AGREEMENT

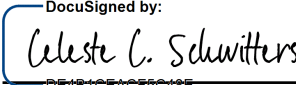
Visa U.S.A. Inc. with a principal place of business at 900 Metro Center Boulevard, Foster City, CA 94404 ("Visa") and The Converse County Bank with a principal place of business at 322 Walnut Street, Douglas, Wyoming, 82633 (BID: 10001151) ("Client") agree to grant the rights and perform the obligations specified in this agreement (the "Agreement"). This Agreement is entered into on the date of the last signature below (the "Effective Date"). The initial term ("Initial Term") of this Agreement is five (5) years from October 1, 2022 (the "Start Date"), unless this Agreement is terminated earlier pursuant to Section 23 (Termination). This Agreement shall automatically renew for additional periods of twelve (12) months (each a "Renewal Period") at the end of the Initial Term or any Renewal Period, unless either party provides written notice of termination at least 90 days prior to the start of the Renewal Period. The Initial Term and the Renewal Period(s), if any, will be referred to collectively as the "Term."

The offer set forth in this Agreement shall only become an agreement with legal force and effect if Visa receives the Client's executed counterparts to this Agreement on or before October 14, 2022, or such later date as Visa agrees to in writing, in which event this Agreement will be effective as of the Effective Date.

The Converse County Bank

DocuSigned by:

 Signature: _____
 Name: Mark Rinn
 Title: SVP
 Date: September 15, 2022 | 16:00 MDT

Visa U.S.A. Inc.

DocuSigned by:

 Signature: _____
 Name: Celeste C. Schwitters
 Title: SVP, Head of Community Accounts
 Date: September 16, 2022 | 08:50 PDT

Subject to the Client's compliance with the Core Requirements, Visa shall provide the Client with the below Incentives for the Credit and Debit Product Categories.

1 Incentives.

1.1 Upfront Bonus. Within ninety (90) days after the Effective Date, Visa shall pay the Client an upfront bonus of \$37,000.00 for the Client's Visa Products (the "Upfront Bonus").

1.2 Credit Incentive. Following each Year, Visa shall pay the Client an amount based on that Year's Visa Credit Payment Volume (each a "Visa Credit Payment Volume Incentive") according to the below formula.

Visa Credit Payment Volume x 4.00 basis points (0.04%) = Visa Credit Payment Volume Incentive

1.3 Debit Incentive. Following each Year, Visa shall pay the Client an amount based on that Year's Visa Debit Payment Volume (each a "Visa Debit Payment Volume Incentive") according to the below formula.

Visa Debit Payment Volume x 4.00 basis points (0.04%) = Visa Debit Payment Volume Incentive

2 Core Requirements.

2.1 Credit Product Category. The Client shall not transfer, sell or take any steps to Convert any of its Visa Credit Products.

2.2 Debit Product Category. The Client shall enable all Debit Products for processing over Network 2.

2.3 PLUS Requirement. The Client shall ensure that all of its Visa Debit Products are enabled for Cash Transaction processing over Network 4 (the "PLUS Requirement"). If any of the Client's Visa Debit Products in one or more Product Categories do not comply with the PLUS Requirement, the Client shall be in noncompliance with the Core Requirement for each such Debit Product Category.

2.4 Qualification for Incentives in other Product Categories. If the Client fails to satisfy a Core Requirement for a Product Category, such failure shall not affect the Client's eligibility for Incentives in other Product Categories, if any.



3 No duplication of Payments. The parties agree that any payment volumes or products for which the Client receives Incentives are ineligible for incentives under any other Client agreement with Visa.

4 Portfolio acquisitions.

4.1 Non-Visa portfolio acquisition. This Agreement shall not apply to Key Competitor Payment Network Payment Credentials acquired by Client during the Term.

4.2 Visa portfolio acquisition. If the Client acquires a portfolio of Visa Products, unless otherwise excluded by an agreement governing the acquired portfolio, such portfolio's applicable Visa Payment Volume shall be eligible for Incentives after the acquisition effective date.

4.3 Transfer or sale of Visa Products. Any Visa Products that the Client sells, transfers, assigns or otherwise disposes of during the Term, whether as the result of a Change in Control, asset sale, or otherwise, shall be ineligible for Incentives after the effective date of such transaction.

5 Payment. Client shall email payment instructions to Visa at ClientIncentives-NorthAmerica@visa.com within fifteen (15) days of the Effective Date and update them as necessary during the Term. Within ninety (90) days after the end of each Year, Visa shall pay the Client amounts due pursuant to this Agreement. Each party agrees that any Incentive provided to the Client pursuant to this Agreement shall be accurately, completely, and appropriately recorded in such party's records in accordance with applicable law and applicable tax and accounting standards.

6 Incentive calculations. Visa shall calculate any Incentives earned by the Client using information from Network 2, and otherwise provided by the Client pursuant to this Agreement. In the event of any conflict between such data sources, BASE II interchange records shall prevail. All transaction volumes shall be calculated in U.S. dollars, converted if applicable from the local currency using the exchange rate methodology set forth in the Visa Rules. For the avoidance of doubt, each Incentive is calculated independently; failure to earn an Incentive in one Product Category does not affect an Incentive in any other Product Category.

7 Visa's right to suspend Incentives. If the Client is in breach of this Agreement (including a material violation of the Visa Rules), in addition to any other remedy available to Visa, Visa's obligation to provide Incentives to the Client under this Agreement shall be suspended until the Client has cured such breach to Visa's reasonable satisfaction.

8 Errors. If Visa determines that the Client received Incentives not due under this Agreement, Visa shall advise the Client of such error and the Client shall repay Visa in the amount of the error within thirty (30) days of the receipt of such notice. If the Client determines that Visa did not provide an Incentive due, the Client shall advise Visa of such error within one hundred and twenty (120) days of the receipt of such Incentive being due.

9 Currency; method of payment. All monetary values in this Agreement are stated in U.S. dollars. Any amounts due to a party under this Agreement shall be paid in U.S. dollars via ACH transfer to the Client's nominated Account. Visa shall not pay any amounts due to the Client to any third party.

10 Visa Rules compliance. During the Term, the Client shall be a Member in good standing of Visa and comply with the Visa Rules. The Visa Rules are incorporated by reference into this Agreement, including but not limited to those provisions relating to audit, compliance with applicable law, confidentiality, feedback, indemnification, intellectual property and use of marks, and liability. The Visa Rules and this Agreement shall be interpreted consistently to the extent possible, with the terms of this Agreement supplementing as to its subject matter only, but the Visa Rules shall prevail in the event of any conflict.

11 Entire Agreement. As of the Start Date, this Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous and contemporaneous agreements, negotiations and communications, written or oral, with respect to such subject matter. In entering into this Agreement, no party has relied upon any statement, representation, promise or assurance of the other party except as expressly stated herein. This Agreement only applies to Client's participation in Visa's payment system in the Territory.

12 Representation and Warranties. Each party represents and warrants to the other that: (i) it has the power and authority to grant the rights and perform the obligations set forth in this Agreement; (ii) the execution of this Agreement by the person representing it is sufficient to render the Agreement binding upon such party; (iii) upon execution, this

Agreement will be a binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) the performance of its obligations under this Agreement does not violate applicable law or breach any other agreement to which such party is bound.

13 Relationship of the parties. The parties are independent contractors and this Agreement does not create a partnership, joint venture, employment relationship, or other form of agency relationship between them. Neither party shall act nor describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

14 Assignment. A party shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, and any purported assignment or transfer is void; provided, however, that Visa may assign or transfer its rights or novate its obligations under this Agreement to a Visa affiliate, and the Client hereby consents to such assignment, transfer or novation.

15 No third-party beneficiaries. Nothing in this Agreement is intended nor shall be deemed to confer any rights or benefits upon any third party or to make any such third party a third-party beneficiary of this Agreement.

16 Notice. Except as otherwise provided, all notices and other communications required to be given pursuant to this Agreement shall be in writing and addressed to the relevant party at its address set forth on the first page of this Agreement (in the case of Visa, with a courtesy copy also emailed to LegalNotice@visa.com), or such other address as a party may specify in writing. Any such communication will be deemed received: (i) upon hand delivery or (ii) when delivered with receipt by an expedited courier service.

17 Governing law. This Agreement shall be governed by the laws of the state of Delaware, excluding any "conflicts of laws" or similar rules that would mandate or permit application of the substantive law of any other jurisdiction.

18 Amendments and waivers. Except as otherwise provided, any waiver or amendment of the provisions of this Agreement shall be in a writing signed by both parties to be effective. No delay or omission by either party in exercising any right under this Agreement impairs or will be construed to be a waiver of any such right.

19 Severability. Each provision of this Agreement is severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which remains in full force and effect.

20 Ethics. Each party shall conduct its Visa-related business, and carry on all activities related or ancillary to such business, with the highest ethical standards.

21 Publicity. The Visa Rules regarding confidentiality apply to the negotiation and terms of this Agreement. Any press release or communication to the public or cardholders relating to this Agreement must be approved by both parties; provided, however, that the Client hereby consents to Visa making public statements about the existence of this Agreement without disclosing any financial information.

22 Taxes. The amounts payable by Visa under this Agreement include all taxes that may be imposed by applicable laws, including any consumption taxes, sales taxes, value added taxes or goods and services taxes, whether such taxes arise in relation to the amounts themselves or to goods and services obtained by the Client with such amounts. No further amounts are payable by Visa under this Agreement with respect to tax.

23 Termination.

23.1 Termination necessary for compliance with law. A party may terminate this Agreement or terminate in part with respect to one or more directly impacted Visa Products if such party is legally compelled by a regulatory or judicial order or change in applicable law to cease or substantially limit its performance under this Agreement.

23.2 Termination for material breach of contract. A party may terminate this Agreement for a material breach by the other party that is: (i) capable of remedy but remains uncured after thirty (30) days' written notice thereof, or (ii) incapable of remedy. For the avoidance of doubt, a party's breach of Section 10 or 20 shall each be considered a material breach incapable of remedy.



23.3 Termination for insolvency. A party may terminate this Agreement if it reasonably determines that the other party is insolvent, has failed generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount), or is unable to meet its obligations under this Agreement due to financial distress, regardless of whether a petition for bankruptcy is filed or a receiver is appointed.

23.4 Termination due to the Client's Change in Control. Visa may terminate this Agreement if the Client is subject to a Change in Control. The Client shall give written notice to Visa within thirty (30) days of: (i) signing an agreement that will result in a Change in Control, or (ii) a Change in Control, if such Change in Control is not the result of an agreement. If the Change in Control results in a failure to meet a Core Requirement prior to the date on which the Agreement would have expired, such failure shall be deemed a material breach of this Agreement.

23.5 Termination for failure to satisfy Core Requirements. If, in any Quarter, the Client fails to satisfy a Core Requirement in a Product Category, Visa may terminate this Agreement in part as to such Product Category.

24 Survival. The following sections shall survive the expiration or termination of this Agreement to give effect to their meaning: 8, 10, 16, 25, and 28.

25 Successor liability. The Client and its successor(s), if any, shall be jointly and severally liable for all amounts owed by the Client to Visa under this Agreement. Prior to any Change in Control, the Client shall procure from its successor(s) a written agreement obligating such successor(s) to pay Visa all amounts owed under this Agreement.

26 Counterparts. Each party may execute this Agreement in counterpart. Each executed counterpart is deemed an original, and all original counterparts together constitute one and the same instrument. Signatures of the parties transmitted in electronic format are original signatures for all purposes.

27 Signature date. If the Client returns its executed but undated counterpart to this Agreement, Visa is authorized to insert the date of Visa's receipt of the executed counterpart.

28 Limitation of Liability. Notwithstanding the Rules, Client's liability for breach of this Agreement shall not exceed Visa's lost revenues based on Client's projected performance for the duration of the Term.

29 Definitions. In addition to terms defined elsewhere in this Agreement, the terms set forth below have the meanings provided. Capitalized terms not otherwise defined in this Agreement have the meanings given them in the Visa Rules.

"Account": means a source of funds or value.

"Cash Transactions": means the following financial transactions using a Payment Credential: convenience checks, balance transfers, cash disbursements, including ATM and manual cash disbursements point-of-sale cash back transactions, and prepaid product funding transactions.

"Change in Control": means the completion of a transaction or series of transactions after the Effective Date, whether voluntarily, by operation of law or otherwise, in which one or more of the following occurs: (i) a third party becomes the legal, beneficial, or equitable owner, directly or indirectly, of at least 25% of the Client's then-outstanding securities, entitled to vote generally in the election of the board of directors (or comparable governing body if the Client is not a corporation); (ii) the sale, lease, exchange or disposition of 50% or more of all of the Client's consolidated assets; or (iii) approval by the shareholders, board of directors or governing body of the Client of a plan for the liquidation, dissolution, or strategic exit from the business in the Territory.

"Convert": means to: (i) take any step to re-issue an existing Visa Product as a Payment Credential that is not a Visa Product; (ii) encourage, offer, or market to the Holder of a Visa Product its replacement with a Payment Credential that is not a Visa Product; or (iii) sign any agreement or publicly announce an intention to do (i) or (ii).

"Core Requirements": means collectively the Core Requirements specified in Sections 2.1, 2.2, and 2.3.

"Credit Account": means a secured or unsecured open-ended credit Account, including revolving or non-revolving consumer or small business Accounts. For the avoidance of doubt, an Account which is not otherwise a Credit Account is not a Credit Account due to the incidental extension of credit pursuant to which the Account holder receives overdraft or minimum balance protection or similar services.



"Credit Product": means a Payment Credential linked to a Credit Account.

"Credit Product Category": means consumer and small business Credit Products, excluding commercial.

"Debit Account": means a consumer or business demand deposit, savings or other funded Account held at a financial institution, excluding prepaid accounts.

"Debit Product": means a Payment Credential linked to a Debit Account.

"Debit Product Category": means consumer and business Debit Products, excluding prepaid.

"Holder": means the person(s) primarily responsible for transactions made with a Payment Credential.

"Incentives": means the benefits offered to the Client under this Agreement as set forth in Section 1.

"Key Competitor Payment Network": means any of the following: MasterCard, American Express, Discover, Diners Club, Union Pay, JCB, Europay, PayPal, Google, Carte Blanche, and their respective affiliates and successors.

"Network 2": means the Visa system, also referred to as "VisaNet," through which Visa provides authorization, clearing and settlement processing services for dual message and single message transactions with Visa Products.

"Network 4": means the Visa system, also referred to as the "PLUS Network," through which Visa provides authorization and settlement processing services for Cash Transactions with Visa Products.

"Payment Credential": means a payment code, identification number, or other credential (including any token or proxy) linked to an Account that enables a Holder to make financial transactions using a Payment Network's systems. An example of a Payment Credential is a multi-digit number known as a Payment Account Number (PAN) that utilizes a Bank Identification Number (BIN) licensed by a Payment Network

"Payment Network": means any electronic network used for financial transactions, including but not limited to Visa, MasterCard, American Express, Discover, UnionPay, Interlink, JCB, STAR, NYCE, PULSE, Maestro, Chase, and PayPal.

"Quarter": means each three (3) month period beginning on January 1, April 1, July 1, or October 1 in any Year.

"Sponsored Product": means a Visa Product issued by an Associate Member, Credit Participant Member, or Debit Participant Member (each member type as defined in the applicable Visa Rules) that is sponsored by the Client.

"Sponsored Volume": means the total value of transactions for goods and services using Sponsored Products.

"Territory": means the 50 United States and the District of Columbia.

"Visa Credit Payment Volume": means the total value of transactions for goods and services using the Client's Visa Credit Products that are processed through Network 2, excluding Sponsored Volume and Cash Transactions.

"Visa Credit Product": means a consumer or small business Credit Product that enables the authorization, clearing and settlement of a financial transaction using Network 2 in accordance with the Visa Rules.

"Visa Debit Payment Volume": means the total value of transactions for goods and services using the Client's Visa Debit Products that are processed through Network 2, excluding Sponsored Volume and Cash Transactions.

"Visa Debit Product": means a consumer or business Debit Product that enables the authorization, clearing and settlement of a financial transaction using Network 2 in accordance with the Visa Rules.

"Visa Payment Volume": means the total value of transactions for goods and services using the Client's Visa Products that are processed through Network 2, excluding Sponsored Volume, and Cash Transactions.

"Visa Product": means a Payment Credential that enables the authorization, clearing and settlement of a financial transaction using Network 2 in accordance with the Visa Rules.

"Visa Rules": means the Visa Charter Documents, the Visa Core Rules and Visa Product and Service Rules, the Plus System, Inc. Operating Regulations, Visa Supplemental Requirements, and other applicable requirements for participation in the Visa system, collectively and as may be amended from time to time.

"Year": means each twelve (12) month period commencing on the Start Date and following thereafter during the Term.