

Legal Terms and Conditions

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	15.99% or 24.99% based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	0% introductory APR for the first fifteen billing cycles following each balance transfer that posts to your account within 45 days of account opening. After that, (and for balance transfers that do not post within 45 days of account opening) your APR will be 15.99% or 24.99% based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	25.24% 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 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50
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 of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.

Fees	
Annual Fee	\$79 for the Miles & More Premier World MasterCard
Transaction Fees:	
<ul style="list-style-type: none"> • Balance Transfer 	Either \$5 or 3% of the amount of each transfer, whichever is greater.
<ul style="list-style-type: none"> • Cash Advance 	Either \$10 or 5% of the amount of each cash advance, whichever is greater.
<ul style="list-style-type: none"> • Foreign Transaction 	0% of each transaction in U.S. dollars.

Penalty Fees: <ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$37</p> <p>Up to \$37</p>
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How We Will Calculate Your Balance: We use a method called "daily balance (including new purchases)".

Terms and Conditions Continued:

Important Information about the Miles and More Credit Card Program: Offers may vary. Please carefully review the reward benefits (such as bonus miles/points and how miles/points are earned), interest rates and account fees and terms of this particular offer before applying.

Agreement: The use of any account opened in connection with this offer will constitute acceptance of and will be subject to the Cardmember Agreement that will be sent to you. The APRs, fees, and other account terms, as well as the benefits and features associated with the account are subject to change to the extent permitted by law.

++Your Telephone Numbers: By providing us with a telephone number(s), at the time you apply or anytime thereafter, you authorize us and our affiliates and agents, to contact you at that number about your account or other products or services, and to use an automated dialing service, pre-recorded message or text message. Standard text messaging and/or calling charges may apply.

About This Offer: You must be at least 18 years of age. **This offer is available only to applicants who are residents of the United States, with the exception of Iowa, Puerto Rico and the US territories,** and may not be available if you already have or have had an account with us. If at the time of your application you do not meet the credit or income criteria previously established for this offer, or the income you report is insufficient based on your current obligations, we may be unable to open an account for you. Please review the materials provided with your card for details.

About Your Credit Report: You agree that we have a right to obtain a credit report in connection with our review of your application, and if we establish an account for you, to administer your account. You agree that we may report to others our credit experience with you. If you ask, we will tell the names and addresses of any credit bureaus from which we obtained a report about you.

About the Variable APRs on Your Account: We use the highest Prime Rate listed in the *The Wall Street Journal* on the last business day of each month. For the non-promotional purchase and balance transfer APR, we add either 12.74% or 21.74% to the Prime Rate based on your creditworthiness. For the cash advance APR, we add 21.99% to the Prime Rate. See your Cardmember Agreement for more detail. The APRs noted above are current as of 6/18/2015 using a Prime Rate of 3.25%.

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 to you: When you

apply for an account, we will ask for your name, street address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see copies of identifying documents. We also ask for country of citizenship.

Balance Transfers. Here's How it Works: To request a balance transfer please enter the 15/16 digit account number from the MasterCard, Visa, American Express, or Discover Card account that you want us to process a balance transfer to. If the total amount you request exceeds the assigned credit line on your new account, we may either decline the request or send a partial payment to your creditor(s). The amount of available credit on your new account will be reduced by the amount transferred and the related balance transfer fees. We reserve the right to decline to process any requested balance transfer. We will not process a request to transfer a balance from any other account you may have with us. Balance transfers incur interest from the transaction date. You should not transfer the amount of any disputed purchase or other charge. If you do, you may lose your dispute rights. Upon approval of your application we will process the requested balance transfer payment to the account(s) which you have requested on the 10th day after we've mailed you your card; during this 10 day time period you may cancel your balance transfer by contacting us at the number on the back of your card. A balance transfer may take up to 4 weeks to post to your other accounts. Continue to pay each creditor until the balance transfer appears on the other account as a credit. If you would like to complete a balance transfer from another account that is not a Visa, MasterCard, American Express or Discover Card account, please call the phone number on the back of your new credit card once you are approved. Balance transfers are subject to availability. We may deny balance transfer requests at any time and for any reason.

Avoiding Interest on Purchases: We will not charge you interest on any purchases if you pay your entire balance by the due date each month. In addition, during this introductory period we will not charge you interest on purchases if you pay by the due date each month your outstanding statement balance minus any new 0% introductory APR Balance Transfer balances. To avoid a late fee, you should pay at least the minimum payment due on your account each month.

Credit Limit: We do not permit applicants to request a specific credit limit. We do not consider a request for a balance transfer made with an application to be a request for a particular credit limit. We determine the credit limit on your account independent of and prior to processing any balance transfer request.

Cash Equivalent Purchases: The purchase of money orders, travelers' checks, foreign currency, lottery tickets, gambling chips, wire transfers and other similar transactions are treated as cash advances. Please see your Cardmember Agreement for details.

New York Residents: New York residents may contact the New York State Department of Financial Services by telephone (800) 342-3736, or visit the website, www.dfs.ny.gov (<http://www.dfs.ny.gov/>), for free information on comparative credit card rates, fees and grace periods.

Notice to Married Wisconsin Residents: No marital property agreement, unilateral statement or court decree under Wisconsin's marital property law will adversely affect our interests unless before your account is opened, you give us a copy of the agreement, statement or decree or we have actual knowledge of it.

About Us and This Credit Card Program: This credit card program is issued and administered by Barclays Bank Delaware (BarclayCard), located in Wilmington, DE. Any account opened in response to this application shall be governed by the laws of the State of Delaware. MasterCard is a registered trademark of MasterCard International Incorporated, and is used by us pursuant to a license.

Express Delivery: If you are approved for an account your card will be sent via next day FedEx delivery after your account is opened if your request for express delivery is made before 3:00pm ET of that day. If the request is made after 3:00pm ET delivery will be made the following day. Delivery will be made only to your home address and a signature is required. If you added an additional card user(s) on your application the additional card(s) cannot be expressed delivered.

The information contained in these disclosures is accurate as of 6/18/2015 and may change after this date.

Information Sharing:

Barclays' Privacy Policy is available online at www.BarclaycardUS.com. I agree that Barclays Bank Delaware and Miles & More may share information about me and my account to the extent needed to administer the Miles & More program.

Important Information about the Miles & More MasterCard Reward Program:

(a) On the closing date of each billing cycle that your Account remains open and current, we will report to Miles & More the Net Purchases charged to your Account during a billing cycle and request that Miles & More award mileage credit as set forth in paragraph (d). If your Account is not open and/or current on the date a billing cycle closes, we will report no Net Purchases to Miles & More for that billing cycle. We will ask that mileage credit be awarded to the Primary Cardmember, regardless of who made the "Purchase." Net Purchases for a billing cycle are determined by totaling all new Purchases added to the Account during the billing cycle, then subtracting credits posted to the Account during the period for returned Purchases and/or adjustments. For purposes of reporting Net Purchases for each transaction, we may round up or down to whole dollar amounts. If credits for returned Purchases exceed new Purchases during a billing cycle, we will report negative Net Purchases and ask Miles & More to reduce the Primary Cardmember's accrued mileage credit accordingly. We may also ask Miles & More to withdraw mileage credit previously awarded if your Account is more than sixty (60) days past due, or if the mileage credit was awarded on Purchases not authorized by you. We are not responsible to award mileage credit under the Program, to arrange or provide for any services related to travel or the use of mileage credit, for any delay, failure, or refusal by Miles & More to award or redeem mileage credit, or for any decision by Miles & More to revoke or cancel mileage or membership in the Program.

(b) Miles & More is not a party to the credit agreement between you and us, does not participate in any extension of credit or decision to extend credit under these regulations, and has no authority regarding the Account. Barclays is the sole creditor and owner of the Account. You authorize us to share information about your account with Miles & More to the extent needed to administer the program. You agree that Account information may be shared as set forth in Barclays' Privacy Policy.

(c) We will show on your monthly Account statement the Primary Cardmember's accrued mileage credits as reflected in our records. You understand that there will be a delay between the date you make a Purchase, the date we report Net Purchases to Miles & More, and the date that Miles & More acts upon the information, and that, for this and other reasons, our records and the records of Miles & More regarding the Primary Cardmember's accrued mileage may differ. You understand and agree that mileage credit is not received by the Primary Cardmember until awarded by Miles & More, and that, in the event of any discrepancy between our records and Miles & More records of the Primary Cardmember's accrued mileage credits, the records of Miles & More will control.

(d) Miles are earned on purchases made with your Miles & More MasterCard (the "Account"). The following transactions are excluded from "Purchases" and do not earn miles: Convenience Checks, Balance Transfers, Cash Advances and credit card fees and finance charges. Miles are not earned on returns made on your account. We reserve the right to exclude from Net Purchases unauthorized Purchases, Purchases which are added to your Account after you are past due or overlimit. Your account must remain open and in good standing to receive miles offered under the Program.

To continue to participate in the rewards program, your account must remain open and in good standing, you must maintain your creditworthiness and you must use your card for at least one (1) purchase transaction every six (6) months (or have some type of account balance every six months). **Failure to meet these requirements may result in account closure and forfeiture of all outstanding points earned.** In addition, if your payment is late in a particular billing cycle, this may result in the forfeiture of points earned in that billing cycle. If your points are forfeited for any reason, we will not reinstate these points to your account.

Miles Accrual:

Premier World Miles & More MasterCard cardmembers will earn two (2) miles for every one dollar (\$1.00) of net purchases of tickets directly from Miles & More integrated airline partner ticket purchases, with the Account rounded to the nearest dollar and one (1) mile for every one dollar (\$1.00) of net purchases made anywhere else with the Account rounded to the nearest dollar.

Terms and Conditions of the Miles & More Frequent Flyer program apply. For complete terms and conditions, including a complete listing of Miles & More integrated partners, please visit www.miles-and-more.com. Barclays Bank Delaware and Miles & More reserve the right to suspend, change, modify, cancel or terminate the Program, in whole or in part, at any time for any reason.

Welcome Bonus:

Premier World Miles & More MasterCard cardmembers will receive 20,000 bonus miles upon the first use of your new Account for a purchase and after the annual fee(if applicable) has been paid. All Welcome Award miles will be credited to your Miles & More account at the close of the first billing statement in which the purchase has posted and after the annual fee(if applicable) has been paid. The annual fee is considered paid when the cardmember makes payments greater than or equal to the disclosed annual fee. Welcome Award miles are available to new cardmembers only.

Cardmembers will receive an additional 30,000 bonus miles after spending \$5,000 in purchases within 90 days of account opening and after the annual fee(if applicable) has been paid. All Welcome Award miles will be credited to your Miles & More account at the close of the first billing statement in which the purchase has posted and after the annual fee(if applicable) has been paid. The annual fee is considered paid when the cardmember makes payments greater than or equal to the disclosed annual fee. Welcome Award miles are available to new cardmembers only.

All Welcome Bonus miles will be credited to your Miles & More account at the close of the first billing statement in which the purchase has posted. Welcome bonus miles are available to new cardmembers only.

No mileage expiration: all unused miles, which have been awarded to your Miles & More account and those you will earn in the future remain valid for an unlimited period of time and will no longer expire provided that you make a purchase for which miles are awarded at least once a month and have held a Miles & More MasterCard for at least three months. For further information, please visit www.miles-and-more.com/creditcard.

Miles & More Senator and HON Circle Member Status Information: Annual Fee will be waived for Senator and HON Circle Members, as long as they maintain their Senator or HON Circle Member status.

Companion Ticket: All Miles & More MasterCard cardmembers will receive an Economy Class Companion Ticket upon the first use of your new Account for a purchase on your account opening anniversary every year you are a cardmember. Please visit www.LH.com/us/companion (<http://www.lh.com/us/companion>) for full Companion Ticket terms and conditions.

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