



DISCLOSURE OF CREDIT CARD TERMS
 PLATINUM VISA® AND PLATINUM REWARDS VISA®

FEATURE	PLATINUM VISA®	PLATINUM REWARDS VISA®
INTEREST RATES AND INTEREST CHARGES		
Annual Percentage Rate (APR) for Purchases and Balance Transfers	0% introductory rate for 6 months. After that, your APR will be 10.99% to 18.99% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.	0% introductory rate for 6 months. After that, your APR will be 11.99% to 19.99% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	20.99% . This APR will vary with the market based on the Prime Rate.	21.99% . This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	<p>Up to 26.99%. This APR will vary with the market based on the Prime Rate.</p> <p>This APR may be applied to your accounts if you are more than 60 days late in making your required monthly minimum payments. This APR will vary with the market based on the Prime Rate.</p> <p>How Long Will the Penalty APR Apply? If your APRs are increased for the reason above, the Penalty APR will apply until you make six (6) consecutive minimum payments when due.</p>	
How to Avoid Paying Interest on Purchases	Your due date is at least 25 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.	
Minimum Interest Charge	NONE	
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	NONE	
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advances • Foreign Transaction 	NONE Either \$10 or 4% of the amount of each cash advance, whichever is greater 1% of each transaction in U.S. dollars	
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$25 for a one time occurrence, unless one of the last six payments was late, in which case, the fee may be up to \$35 . The fee will be no greater than the minimum payment imposed. Up to \$35 , but no greater than the minimum payment imposed.	

How Will We Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See your account agreement for more details.

Loss of Introductory APR: We may end your introductory APR and apply the Penalty APR if you are more than 60 days late in making your required monthly payment.

How Will We Calculate Your Rate: After any applicable introductory rate period ends, we will establish a margin of 5.74% to 13.74% (for the Wheatland Bank Platinum Visa®) OR 6.74% to 14.74% (for the Wheatland Bank Platinum Rewards Visa®) based on your creditworthiness, and add this margin to the Prime Rate published in the *Wall Street Journal* to determine your APR. Your APR and margin will be stated in your Cardholder Agreement if you open a credit card account.

Military Lending Act Notice: 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). To receive this information and a description of your payment obligation verbally, please call 1.800.622.0911.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

All Annual Percentage Rates (APRs) are based on the Prime Rate or Index Rate in effect as of the date of publication, September 2018. This information may have changed after that date. To find out what may have changed, write us at 222 North Wall Street, Suite 300, MB 12, Spokane, WA 99201.

We reserve the right to amend the Visa Credit Card Agreement as permitted by law.

Balance transfers from existing Wheatland Bank loans or credit cards are not permitted.

Wheatland Bank Cardholder Agreement

(Including Federal Truth in Lending Disclosures)

Dear Customer:

This Agreement is your contract. It also contains disclosures required by the Federal Truth in Lending Act. Please read all of it and keep it for your records because, when you have accepted, signed or used your Card, or the Account, you have agreed to the terms of the Agreement.

Wheatland Bank
Spokane, Washington

In this Agreement the words you, your and yours mean the Cardholder(s). The words we, us and our mean Wheatland Bank and any agent through which the Account is established.

You do not have to sign this Agreement, but once you have accepted, signed or used the Card, or the Account, the Agreement will be in force.

The following definitions apply to the terminology used in this Agreement and on your monthly statement:

Account. The Visa® account(s) approved by us for your use which is subject to the Terms and Conditions of this Agreement.

Annual Percentage Rate. The cost of your credit as a yearly rate.

Billing Cycle. The time interval between regular monthly billing statement dates. This interval is considered to be equal intervals of time unless a billing date varies more than four (4) days from the regular date.

Cash Advance. Credit extended by us to you in the form of a loan made when you present the Card to us or to any financial institution honoring the Card, or use of any other credit instrument, device or automated teller machine we make available to you.

Card. Any Visa® card(s) and/or other credit card(s) subject to this agreement issued to you by us, or other single credit device being used from time to time upon presentation to obtain money, property, labor, or services on credit. "Card" is implied when you obtain credit by using your account number without using the Card.

Cardholder. The natural person and/or legal entity to whom a credit card is issued upon the request or application of that natural person and/or legal entity for any purpose, or a natural person and/or legal entity who has agreed with us to pay obligations arising from the issuance of such a credit card to another person.

Closing Date. The date of the last day of a Billing Cycle.

Credit Limit. The maximum amount of credit available to you as set for the Account by us from time to time.

Finance Charge. The cost of credit extended to you on the Account resulting from applying the Periodic Rate to the Average Daily Balance and the Transaction Fee for Cash Advance transactions.

StatementCheck. A specially designed, individually prepared and personalized series of check(s) that allow cardholders to create and authorize a cash advance against their credit card account with the convenience and negotiability of a check.

New Balance. The account balance outstanding on the Closing Date.

Other Charges. Charges to your Account other than Cash Advances or Purchases. Other Charges are listed in part D of the Agreement.

Periodic Rate. The percentage of Finance Charge imposed against a balance for a period. In this Agreement, a "Daily" Periodic Rate is used.

Previous Balance. The balance of the Account at the beginning of the Billing Cycle. (It is the same amount that was shown as "New Balance" on the Closing Date on the statement for the preceding Billing Cycle.)

Purchases. Extensions of credit by us to you for purchases through sellers or lessors of goods, labor, insurance and/or services that honor your Card and for other charges or debits.

User. The person(s) authorized by a Cardholder to obtain credit under an Account whether named in an application as a User, or otherwise.

TERMS AND CONDITIONS

Purchases and Cash Advances. You can use the Card for Purchases and Cash Advances. The maximum advance at an automated teller machine is \$510 per day. There is no minimum amount. You will owe us for these amounts plus Finance Charge and Other Charges, if any, all payable in U.S. Dollars.

Monthly Statement. If you have an outstanding debit or credit New Balance or if there is any Finance Charge imposed during a Billing Cycle, we will send you a statement. You must pay us according to the Terms and Conditions of the Account.

Other Terms and Conditions (including Federal Truth in Lending Disclosure)

(A) The conditions under which a Finance Charge will be imposed:

(1) **Purchases.** A Finance Charge that will accrue from the date posted will be imposed on Purchase transactions posted during a Billing Cycle when the Previous Balance is not paid in full within the first 25 days of the Billing Cycle. A Finance Charge that will accrue from the first day of the next billing cycle will also be imposed on Purchases included in the New Balance, when the entire New Balance is not paid in full within 25 days after the Closing Date. No Finance Charge will be imposed on Purchases included in the New Balance when the entire New Balance is paid in full within 25 days after the Closing Date.

(2) **Cash Advances.** A Finance Charge in the form of a Transaction Fee will be imposed on each transaction for Cash Advances posted to the Account during a Billing Cycle. A Finance Charge computed on a Periodic Rate basis will also be imposed on Cash Advances from the date posted to the Account through the date paid. The Finance Charge accrued on Cash Advances between the Closing Date of the Billing Cycle and the date your Account is credited will appear on your next statement. There is no time period within which to pay to avoid the Finance Charge on Cash Advances.

(3) **StatementChecks.** StatementChecks can be used to pay for purchases, services, or to transfer balances from other credit card accounts. StatementChecks cannot be used to make payments to the credit card account upon which they are drawn. The credit card account upon which the StatementChecks are drawn must be activated prior to the StatementChecks being presented for payment. StatementChecks are subject to all terms and conditions of cash advances. Wheatland Bank shall not authorize payment of any StatementCheck which would cause the account balance to exceed the Credit Limit or is not payable according to the terms and conditions herein including, without limitation the StatementCheck expiration provision. StatementChecks expire 90 days from the date printed on each StatementCheck directly below the date line. A StatementCheck not processed by Wheatland Bank on or before the printed expiration date will be returned unpaid.

(4) If your Account is subject to a Finance Charge other than a Cash Advance Transaction Fee, then the more you pay and the sooner you pay, the less your Finance Charge will be.

(B) The method of determining the balance upon which a Finance Charge will be imposed:

(1) We figure a portion of the Finance Charge on your Account by applying a Transaction Fee to the amount of each Cash Advance transaction posted during the Billing Cycle.

(2) We figure a portion of the Finance Charge on your account by applying a Periodic Rate to the "Average Daily Balance" of Cash Advances on your account (including current transactions for Cash Advances). To get the "Average Daily Balance" of Cash Advances, we take the beginning balance of Cash Advances on your Account each day, add any new Cash Advances, and subtract any payments or credits and unpaid Finance Charges. This gives us the daily balance for Cash Advances. Then we add up all these daily balances for the Billing Cycle and divide by the number of days in the Billing Cycle. This gives us the "Average Daily Balance" of Cash Advances.

(3) We figure a portion of the Finance Charge on your Account by applying a Periodic Rate to the "Average Daily Balance" of Purchases on your Account (including current transactions for Purchases). To get the "Average Daily Balance" of Purchases, we take the beginning balance of Purchases on your Account each day, add any new Purchases and Other Charges (except Late Payment Charges), and subtract any payments or credits, unpaid Finance Charges and Late Payment Charges. This gives us the daily balance for Purchases. Then we add up at these daily balances for the Billing Cycle and divide by the number of days in the Billing Cycle. This gives us the "Average Daily Balance" of Purchases. If the entire Previous Balance is paid in full within the first 25 days of the Billing Cycle, the Average Daily Balance of Purchases will be considered to be \$0.

(C) How we will calculate your rate:

Purchases and Balance Transfers. The APR for Purchases and Balance Transfers made with your Card will be a variable rate and is determined by adding a margin of 5.74% to 13.74% (for Wheatland Bank Platinum Visa®) or 6.74% to 14.74% (for Wheatland Bank Platinum Rewards Visa®) to the Prime Rate, based on your creditworthiness.

Cash Advances. The APR for Cash Advances made with your Card will be a variable rate and is determined by adding a margin of 15.74% (for Wheatland Bank Platinum Visa®) or 16.74% (for Wheatland Bank Platinum Rewards Visa®) to the Prime Rate.

Penalty APR. The Penalty APR will be a variable rate and is determined by adding a margin of 18.74% (for Wheatland Bank Platinum Visa®) or 19.74% (for Wheatland Bank Platinum Rewards Visa®) to the Prime Rate; up to 26.99%

Variable Rates. One of more of the APRs described in this document may vary monthly based on the Prime Rate. Rates shall be adjusted on the first day of each billing period ("Change Date"). The APR on each Change Date shall equal the highest Prime Rate published in the *Wall Street Journal* on the last date of the publication in the calendar month preceding the Change Date, PLUS a Margin as described above. Beginning on the date a rate adjustment is effective and until the next Change Date, the Daily Periodic Rate then in effect will be applied to the balance in the Account to determine the Finance Charge. An adjustment in the APR applies to new cash advances, balance transfers, credit purchases and other charges. An increase or decrease in the Prime Rate will cause an increase or decrease in the APR and may increase the amount and number of minimum payments. The rate of Finance Charge shall not exceed the maximum rate permitted by law, if any is applicable. If the *Wall Street Journal* does not publish the U.S. Prime Rate or if it changes the definition of the U.S. Prime Rate, we may substitute another index.

Penalty APR. If at any time you are more than 60 days late in making the required Minimum Payment, we may elect to increase your Purchase, Cash Advance, and/or Balance Transfer APRs, including any Promotional Rate APR. When you make at least your minimum monthly payment on or before the due date for six (6) consecutive months following the rate increase to the penalty rate, your APR(s) will be reduced accordingly to the APR for purchases, balance transfers and/or cash advances in effect at the time your account returns to good standing.

Grace Period. You will have a Grace Period on New Purchases provided you Pay in Full by the statement due date. New Purchases are subject to Finance Charges if the prior statement balance was not paid in full. You do not have a Grace Period on Cash Advances or Balance Transfers.

(D) The conditions under which any other charges may be imposed:

(1) **Annual Card Fee.** No Annual Card Fee will be charged to Wheatland Bank Platinum or Platinum Rewards Visa® cardholders.

(2) **Replacement Card Fee.** A \$5.00 fee will be charged if you request a replacement card for reasons other than card expiration or you report your card stolen.

(3) **Cash Advance Fee.** A transaction fee amounting to 4% of the amount of each current transaction (\$10.00 minimum per transaction) will be charged for Cash Advances posted during the Billing Cycle.

(4) **Foreign Transaction Fee.** A transaction fee amounting to 1% of the amount of each current transaction (in U.S. Dollars) will be charged for Foreign Transactions posted during the Billing Cycle.

(5) **Late Payment Fee.** A Minimum Payment not paid within 10 days after Payment Due Date will be subject to a single charge up to \$25 for a single occurrence, unless of the last six payments was late, in which case, the fee may be up to \$35, but no greater than the minimum payment imposed.

(6) **Returned Payment Charge.** A charge up to \$35, but no greater than the minimum payment imposed, will be assessed to your Credit Card Account when any payment submitted by you for payment on the Account is returned to us unpaid.

(7) **Research and Copying Fee.** A \$5.00 fee will be charged for each statement copy you request.

(8) **ATM Fees.** Wheatland Bank does charge a \$3.00 fee for any electronic funds transfer you make using your Card. If you use an ATM to obtain a cash advance and the ATM is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to your Account if you complete the transaction. You will also be charged the normal Cash Advance Fee.

(E) **Monthly Statements:** Each month we will send you a statement showing purchases, balance transfers, cash advances, payments, and credits made to your Account during the billing cycle, as well as your New Balance, any FINANCE CHARGE and any late charge or other charges. Your monthly statement also will identify the minimum monthly payments you must make for that billing period and the date it is due. You agree to retain for statement verification, copies of transaction slips resulting from each purchase, each advance, and other transactions on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account.

(F) **Minimum Payment:**

- (1) The minimum payment required is the New Balance shown on your monthly statement if the amount is equal to or less than \$15.00.
- (2) If the New Balance exceeds \$15.00, the minimum payment is calculated based upon the portion of the New Balance (3.00% of the New Balance) which does not exceed your credit limit (rounded up to the nearest dollar), or \$15.00, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, plus any outstanding late charges and other fees and charges.

(G) **Paying your account:** You agree that you will pay each month not less than the minimum monthly payment on or before the scheduled monthly due date shown on your statement. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, and money orders marked "paid in full", without prejudice to our rights under this Agreement, which are hereby explicitly reserved.

(H) **Application of payments:** Payments to your Account will be applied in the following order: previously billed and unpaid FINANCE CHARGE, fees, then payments will be allocated to balances in the following order: Cash Advances, Purchases, and then Balance Transfers.

(I) **The conditions under which we may retain or acquire any security interest in any property to secure the payment of any credit extended on the Account:**

- (1) If we now or hereafter hold any title, pledge or security interest in any of your property, it may be that the terms of the instrument creating such title, pledge or security interest will also secure your obligation on the Account.
- (2) If you have pledged or shall hereafter pledge your personal residence as collateral security for any indebtedness of which we are or become the owner and holder, it is hereby understood that we hereby waive any claim we might otherwise acquire against said personal residence as collateral security for any obligation to us arising from your use of the Card.

(J) **Your Billing Rights:** Keep This Notice 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 the address shown on your bill. 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 and 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, we must tell you that we received your letter. We will also tell you if we have already corrected the error; and (2) Within 90 days, we must either correct the error or explain 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 you question, or report you as delinquent. 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: (1) *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; or (2) *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.

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:

- (a) 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.)
- (b) 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.
- (c) 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 at the address shown on your monthly billing statement. 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.

ADDITIONAL PROVISIONS

You also agree to all of the following:

Ownership of Cards. Any Card or other credit instrument or device which we supply to you is our property and must be returned to us immediately upon demand. If we ask, you will destroy the Card by cutting it in half, and will surrender it to us, mail it to us, or drop it off at any of our offices that we direct.

Liability. You, as an Account Holder, will be liable for all credit obtained under the Account(s), whether obtained by you or by a User of the Account. If there is more than one Account Holder, then each will be liable, jointly and severally, for all credit obtained under the Account(s). In the case of a business Account, the Business Owner and the Business shall be jointly and severally liable for all charges on the Account.

Credit Limit. You will not use the Card to obtain credit in excess of the amount of the Credit Limit available to you on an Account.

Loss or Theft of Card. You will notify us immediately of the loss or theft, or the use without your permission, of any Card or other credit instrument or device which we supply you by calling 844.630.3737.

Liability of Cardholder for Unauthorized Use. Under Visa's Zero Liability policy, you are not liable for fraudulent purchase transactions processed over the Visa® network.

Transactions. You will retain for statement verification your copy of each slip (ticket/draft) resulting from each Purchase, Cash Advance and other transaction on your Account. We will provide you with photographic or other documentary evidence of each transaction upon your reasonable request or upon proper written notice of a billing error.

Termination. Either you or we may terminate or suspend your credit privileges under this Agreement at any time. The provisions of this Agreement shall otherwise remain in full force and effect until you pay all sums due us.

Transfer of Account. You cannot transfer an Account to any other person.

Honoring of Card. We will not be responsible for the failure or refusal of anyone to honor the Card or any other credit instrument or device we supply to you.

Refunds. If a seller agrees to give you a refund or adjustment, you will accept a credit slip for your Account in lieu of a cash refund.

Change of Address. You will advise us promptly if you change your mailing address. All written notices and statements by us to you will be sent to your address as it appears on our records.

Credit Reports. You authorize us to make or have made any credit, employment and investigative inquiries as we deem appropriate for the extension or combination of credit or collection of amounts owing on the Account. We can furnish information concerning your Account or credit file to consumer reporting agencies, and others who may properly receive that information.

Irregular Payments. We can accept late payments or partial payments, or checks and money orders marked "payment in full" without losing any of our rights under this Agreement.

Default. You will be in default on this Agreement if you do not make at least the Minimum Payment on or before the Payment Due Date, you try to exceed or do exceed your Credit Limit without our permission, become subject to bankruptcy or insolvency proceedings, attachment or garnishment proceedings are instituted against you or your property, we reasonably deem yourself insecure, you provide us with false information or signature, die or fail to comply with any provision of this Agreement. Acceptance of a payment or Late Payment after a Payment Due Date or after you have exceeded your Credit Limit does not waive the default. Default on any Account or other obligation that you have with us will constitute default on all Accounts with us. If you are in default, we may, at our option, declare the entire balance due without notice or demand.

Default Charges. You must pay all costs, disbursements and reasonable attorneys' fees incurred by us in legal proceedings to collect and enforce the debt on this Account in the event of default by you or in the event of a breach of any obligation by you under this Agreement.

Delay in Enforcement. We can delay enforcing our rights under this Agreement without losing them.

Changing of Our Agreement. We may change the terms or amend this Agreement at any time. We may do so by adding, deleting or changing provisions of this Agreement. We may increase or decrease any or all of your APRs, including any Promotional APRs. When we amend this Agreement we will comply with State and Federal Regulations that are in effect at that time. APR increases will not impact existing balances unless you are more than 60 days late with a payment. If an amendment to this Agreement gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and we may ask you to return your cards and/or access checks or other credit devices as a condition of your rejection. We may replace your card with another card at any time.

Foreign Transactions. If you use your Card for Purchases or Cash Advances in a currency other than U.S. dollars, the transaction amount will be converted to U.S. dollars by Visa® International, Inc. under their rules set forth from time to time. Currently, the rules specify that the currency conversion rate is a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date. If a credit is subsequently given for a transaction in a currency other than U.S. dollars and the credit has a different processing date, then the converted amount of the credit may be greater/less than the converted amount of the original transaction. The currency conversion rate on the day before the transaction processing date will be used and may differ from the rate in effect at the time of the original transaction. You agree to accept the converted amount in U.S. dollars. Visa also charges up to a 1% International Transaction Fee on all Card transactions made at a location outside of the United States. This fee is assessed by Visa® on all international purchases, credit vouchers, and cash disbursements, whether or not a currency conversion is involved, and will appear on your statement as a separate transaction in U.S. dollars.

Illegal Activity. Visa® credit cards may not be used for any illegal activity. Display of a Visa® logo by an online merchant does not mean that transactions are lawful in all jurisdictions in which cardholders may be located.

Severability. If any provision of this Agreement is held invalid, all valid provisions that are severable from the invalid provision remain in effect.

Governing Law. This agreement is governed by the laws of the state of Washington (without regards to its conflict of laws principles) and by any applicable federal laws.