

2. YOUR ACCEPTANCE OF THE AGREEMENT

By accepting, signing or using the Corporate Card or the Account established in connection with it, you are agreeing to the terms of this Agreement. If you do not agree to the terms of this Agreement, you agree to cut the Corporate Card in half and return the pieces to U.S. Bank.

3. OWNERSHIP OF THE CORPORATE CARD

The Corporate Card remains the property of U.S. Bank. U.S. Bank can revoke your right to use the Corporate Card at any time. U.S. Bank can do this with or without cause and without giving you notice. You must surrender the Corporate Card to your Employer or to U.S. Bank at their request.

4. USE OF THE CORPORATE CARD

Charging privileges on the Corporate Card are provided by U.S. Bank pursuant to a contract with your Employer. Your Employer has authorized issuance of the Corporate Card, which is to be used only by you and only for Legitimate Business Charges, as defined to you by your Employer. Charging privileges will be withdrawn upon termination of your employment or affiliation with your Employer or upon termination of the contract between U.S. Bank and your Employer.

5. MONTHLY BILLING STATEMENT

U.S. Bank will provide you with a monthly billing statement.

Because the Corporate Card is a Charge Card, not a credit card, the amount on the monthly billing statement is due upon receipt and must be paid in full each month. The monthly billing statement lists all Charges made to the Account during the previous month. These Charges include, but are not limited to, Purchases, Cash Advances, and fees associated with use of the Corporate Card.

Charges for Annual Fees, Cash Advance Fees, and Late Payment Fees are disclosed on the card carrier. **Some of these Charges may not be applicable to your billing statement.** If the fees are not applicable, then they are not listed on the card carrier. The fees are as follows:

- 1) "Annual": This fee is charged for use of the Corporate Card during a one-year time period. The fee is listed on the billing statement as the Corporate Annual Fee. It is listed on the card carrier after the word "Annual."
- 2) "Cash": This fee is charged when you withdraw cash from an Automatic Teller Machine or use your Corporate Card to obtain cash at a bank. The fee may be either a fixed dollar amount or a percentage of the total cash withdrawn. The fee is listed on the monthly billing statement as a Cash Advance Fee. It is listed on the card carrier after the word "Cash."

3) "30-Day": If you fail to pay the "Amount Due," any unpaid portion of the outstanding balance will be shown on subsequent statements as a "Past Due Amount." A fixed dollar amount or a percentage of the "Past Due Amount" may be assessed to the Account if the "Past Due Amount" is greater than \$25.00. This fixed dollar amount or percentage is given on the card carrier after the words "30-Day." It is listed on the billing statement as a "Late Payment Charge."

4) "60-Day": If you fail to pay the "Past Due Amount," then a fixed dollar amount or a percentage of the "Past Due Amount" may be assessed in each subsequent billing statement until full payment is made. The fixed dollar amount or percentage is given on the card carrier after the words "60-Day." It is listed on the billing statement as a "Late Payment Charge."

6. YOUR RESPONSIBILITY TO MAKE IMMEDIATE PAYMENT

Your monthly U.S. Bank billing statement is due and payable in full when delivered at your billing address. You are liable to U.S. Bank for full payment of all Charges authorized by you, independent of any agreement or program for reimbursement that may exist between you and your Employer. You agree to pay U.S. Bank in U.S. dollars which are drawn on a financial institution located in the United States. The payment must be sent to U.S. Bank at the address shown on your monthly statement.

In certain circumstances, unless prohibited by law, your Employer may decide to pay U.S. Bank directly for business-related Charges made to your Corporate Card, but you are still liable for all Charges. Certain Charges may be billed directly to your Employer and will appear on your billing statement as a memorandum item only. In the event that your Employer refuses to pay these Charges and they are later billed to your Account, you agree to pay such Charges in full.

7. CASH ADVANCES

If your Employer consents, you may be able to use your Corporate Card to obtain cash either by presenting the Corporate Card at a bank or other financial institution that accepts the Corporate Card for that purpose or by making a withdrawal of cash at an Automatic Teller Machine (ATM).

8. CHANGES MADE IN FOREIGN CURRENCIES

If you incur a Charge in a foreign currency, U.S. Bank will convert the Charge into U.S. dollars. The exchange rate applied to such transactions is a (i) wholesale market rate or (ii) government mandated rate, in effect one (1) day prior to the processing date, increased by two percent (2%). Amounts converted by common carriers, such as airlines, are billed at rates that the carriers use.

9. RETURNED CHECK FEE

If your check for payment is not honored, or if U.S. Bank must return it to you because it cannot be processed, then U.S. Bank will charge a Returned Check Fee of \$15. Late payment fees may be assessed, and account privileges may be revoked.

10. DEFAULT

You are in default if you fail to comply with any of the terms of this Agreement, fail to meet any of your other obligations when due, or upon your death or insolvency. If you are in default, U.S. Bank may restrict further account activity. U.S. Bank also may demand immediate payment of the full balance and take any available legal action. If you are in default and fail to pay any amount that you owe, then you will be liable for U.S. Bank's collection costs and, if the claim is referred to an attorney for collection, then you may be held liable for any reasonable attorney fees which are incurred, plus the costs and expenses of legal action. U.S. Bank may sell or otherwise transfer the Account and any amounts owed by you to another creditor at any time. If U.S. Bank does this, the Agreement will still be in effect.

11. CANCELLATION OF CORPORATE CARD

You may cancel your Corporate Card at any time by notifying U.S. Bank in writing at U.S. Bank, P. O. Box 6343, Fargo, ND 58125-6343. Your Employer or U.S. Bank may suspend or cancel your Corporate Card at any time for any reason. You agree to surrender the Corporate Card upon request to your Employer or to any authorized representative of U.S. Bank. Use of the Corporate Card or Account after notification of its cancellation may be fraudulent and may result in U.S. Bank taking legal action against you. Even after the account is closed, you remain responsible for payment of any outstanding balance, according to the terms of this Agreement.

12. RENEWAL AND REPLACEMENT CARDS

Unless canceled, the Corporate Card will be valid until the expiration date which is printed on the Corporate Card. U.S. Bank will continue to issue renewal or replacement Corporate Cards until you or your Employer tells U.S. Bank to cancel the Account.

13. EXCHANGE OF INFORMATION BETWEEN U.S. BANK AND YOUR EMPLOYER.

Information concerning your use of the Corporate Card may be furnished by U.S. Bank to your Employer. Information concerning reimbursement received, employment status, and location may be furnished by your Employer to U.S. Bank.

14. INQUIRIES ABOUT YOUR CREDIT HISTORY

U.S. Bank may have issued the Corporate Card to you without any investigation of your credit history. U.S. Bank has the right to

request a credit report in connection with issuance and use of the Corporate Card. Information concerning your credit history with U.S. Bank may be furnished to consumer reporting agencies or others who may properly receive that information.

15. LOST OR STOLEN CARDS

You agree to notify U.S. Bank immediately of any loss, theft or unauthorized use of the Corporate Card or Account. You will notify U.S. Bank by calling 1-800-344-5696 or by writing to U.S. Bank, P.O. Box 6343, Fargo, ND 58125-6343. Also, you agree to notify your Employer in accordance with your Employer's instructions. If your Corporate Card is returned to you after you have notified U.S. Bank, you agree not to use the Corporate Card and return it, cut in half, to U.S. Bank. You understand you may be liable if your Corporate Card or Account is used by an unauthorized person. You will not be liable for unauthorized charges that occur after you notify U.S. Bank of the loss, theft or possible unauthorized use of your Corporate Card.

16. MERCHANT REFUSAL TO ACCEPT CORPORATE CARD

U.S. Bank cannot be held responsible for a merchant's refusal to honor the Corporate Card. U.S. Bank also reserves the right to deny authorization of any Charge.

17. BILLING INQUIRIES

If you think your bill is wrong, or if you need more information about a Charge on your statement, you must notify U.S. Bank in writing or by telephone within 60 days of the billing date on the statement on which the error or problem appeared. YOU MUST WRITE TO: U.S. Bank, P.O. Box 6344, Fargo, ND 58125-6344. You can telephone us, but doing so will not preserve your rights.

Your letter must include the following information:

- (1) Name and account number
- (2) The dollar amount of the Charge in question
- (3) An explanation, if possible, why you believe that there is an error.

After U.S. Bank receives your letter, U.S. Bank will not try to collect the amount you questioned or report your account as past due. We can continue to bill you for the amount you question. **While U.S. Bank is conducting an investigation, you do not need to pay the amount of the Charge which is in dispute;** however, you are obligated to pay for any Charges that are not in question.

U.S. Bank must acknowledge your letter within 30 days unless the error has been corrected by then. Within 90 days, U.S. Bank must either correct the error or explain why the charge was correct. If there is a correction, it will be shown on your next statement.

If you fail to pay the amount that we think you owe, we may report you as delinquent. If, however, our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone to whom we report you that you have a question about your bill. Also, we must tell you the names of those entities to whom we report you, and we must inform these entities when we have settled matters between us.

If you have a problem with the quality of goods or services that you purchased with the Corporate Card, and you have tried in good faith to correct the amount with the merchant, you may have the right not to pay the remaining amount due on the property or services.

18. THIRD PARTY OFFERS

From time to time, cardholder benefits may be offered through programs sponsored by third parties. These benefits may be subject to certain terms, conditions and exclusions. U.S. Bank and/or the third party may add, change or delete entirely these benefits without notice or liability to you.

19. AMENDMENT OF AGREEMENT

U.S. Bank has the right to change this Agreement at any time. If required by the State of North Dakota or federal law, U.S. Bank will notify you in writing of the effective date of the change. If you do not accept the changes, you must notify U.S. Bank in writing within 25 days after the effective date of the changes. You also must pay U.S. Bank in full, according to the terms of the existing Agreement, and return the Corporate Card to U.S. Bank cut in half. Use of the Corporate Card after the effective date of the change constitutes acceptance of the change, even if the 25 days have not passed.

20. ACCORD AND SATISFACTION/DELAY IN ENFORCEMENT

U.S. Bank may accept late payments, partial payments or other financial payments marked as being payment in full or as a settlement of a dispute without losing any of its rights under this Agreement or under the law. A payment less than the amount due but intended to settle an account in full (accord and satisfaction) should be mailed to U.S. Bank, P.O. Box 6344, Fargo, ND 58125-6344. Accepting such payments does not change this Agreement in any way. U.S. Bank may delay in enforcing this Agreement or fail to enforce any of its rights under this Agreement without losing them.

21. GOVERNING LAW

This Agreement is governed by the laws of the State of North Dakota and federal law.

INDIVIDUAL CARDHOLDER AGREEMENT

AGREEMENT BETWEEN CORPORATE CARDHOLDER AND U.S. BANK



IMPORTANT: The Visa® Corporate Card was issued to you at the request of your Employer. Before you sign or use the Corporate Card, please read this Agreement thoroughly, since it governs use of the Corporate Card.

1. DEFINITIONS

In this Agreement (“**Agreement**”), “**Corporate Card**” means the enclosed Visa Corporate Card (and all replacements) issued by U.S. Bank National Association ND (“**U.S. Bank**”). “**Account**” means the Account established in connection with the Corporate Card. A “**Charge**” is any account activity that has a debit value. A “**Legitimate Business Charge**” is any Charge which benefits your Employer, either directly or indirectly. “**Employer**” means the organization that authorized U.S. Bank to issue the Corporate Card to you, an employee of the organization. The words “**you**” and “**your**” refer to the employee named on the Corporate Card, who agrees to be bound by the terms of this Agreement.