

Thank you for your interest in the Sourcewell Fleet Card Program by U.S. Bank Voyager. (Sourcewell Contract Number 030625-USB). Please complete all items outlined in this checklist before submitting your application.

- Customer information, page 2:** Complete all sections. Note that the LEGAL organization name is required in this section; brand or abbreviated names cannot be accepted.
- Charge volume of \$25,000.00 OR LESS:** Complete and sign Section 2 (Personal Guaranty) **ONLY** if you are not a governmental organization and you anticipate monthly charge volume of **\$25,000.00 OR LESS** on the U.S. Bank Voyager Fleet Cobrand Card(s) or accounts. Financial statements are not required in such a situation.
- Charge volume of MORE THAN \$25,000.00.** If you anticipate monthly charge volume of **GREATER than \$25,000.00** on the U.S. Bank Voyager Fleet Cobrand Card(s), do not complete Section 2. Instead, please submit financial statements according to the following table.

ANTICIPATED MONTHLY CHARGE VOLUME	YEARS
\$25,000.01 - \$250,000.00	2
≥ \$250,000.01	3

The financial statements must be Customer’s most recent financial statements. If the most recent annual financial statements are more than five months old, please provide the most recent interim financial statements as well. Financial statements must contain a Balance Sheet and an Income Statement/Profit and Loss and, if available, Statement of Cash Flows and Auditor’s Opinion.

- Billing cycle selection, page 3:** Select your preferred Billing Cycle from the choices provided.
- The U.S. Bank Voyager Fleet Cobrand Card Terms and Conditions (the “Agreement”) (pages 4-14):** Read carefully and retain a copy for your records.
- Authorization and execution, page 13:** Read carefully; **ALL** applicants must sign this section.
- Customer identification questionnaire.** Before U.S. Bank can open an Account for any entity, U.S. Bank is required to obtain information to ensure that we know who our customers are and the identity of the entities with whom we are conducting business. Accordingly, please complete the Customer Identification Questionnaire in its entirety and submit the completed, signed, scanned document with your application submission.
- Submit the application package:** Send completed applications, financial statements and other required material to your U.S. Bank Representative. If you do not have a U.S. Bank Representative, send completed applications, financial statements and other required material by email to: cpsnewapplications@usbank.com, or mail to U.S. Bank Attn: Contract Services, 200 South Sixth Street, EP-MN-L29C, Minneapolis, MN 55402. U.S. Bank may contact Customer to verify information or complete additional documentation.

If you have any questions about the U.S. Bank Voyager Fleet Cobrand Card Program, please call your U.S. Bank Sales Representative or if you do not have a Sales Representative, please call 1-800-987-6591.

U.S. Bank Voyager Fleet Cobrand Card Program Application



The issuer of the U.S. Bank Fleet Cobrand Card is U.S. Bank National Association (“U.S. Bank”)

Section 1 – Customer (“CUSTOMER”) Information

Customer’s legal name

State of Incorporation or Operation

Customer name to be embossed on card(s) (Limit to 21 letters and spaces.)

Federal Tax ID

Doing business as (“DBA”), if any. Please list all DBAs of the entity applying.

Customer physical street address (PO Box not acceptable)

City

State

Postal Code

Contact Name

Contact Title

Contact Phone Number

Email Address (To contact Customer regarding processing of this Application)

Website Address

Billing Address (If Different From Customer Address)

City

State

Zip Code

\$

\$

\$

Net Annual Sales (if a non-governmental org)

Total Assets (if a non-governmental org)

Anticipated Monthly Charge Volume

North American Industry Classification System (NAICS) Number _____ **Official Start Date of Org (if non-governmental):** _____

If the NAICS number is not available, please provide the industry category _____

Type of Organization: Corporation (Public) Corporation (Private) Partnership LLC LLP Other _____

Non-Profit: Yes No

Does Customer have a line of credit with U.S. Bank or any other financial institution? Yes No

If yes, please provide the following information:

Name of Financial Institution Providing Line of Credit

Limit

Amount Currently Outstanding

Is Customer rated by Dun and Bradstreet (D&B)? Yes No

If yes, D&B Number: _____

Does Customer conduct business in a foreign country? Yes No

If yes, list countries and nature of business conducted: _____

Section 2 – Personal Guaranty. If you anticipate Monthly Charge Volume of \$25,000.00 or less on the Fleet Cobrand Card(s), please complete the section below and sign.

Printed Name of Authorized Officer

Printed Title of Authorized Officer

Home Phone Number

Date of Birth

Social Security Number

Home Physical Address (PO Box Not Acceptable), including City, State and Zip Code

I, as the above named Authorized Officer, (a) request that U.S. Bank issue Fleet Cobrand Cards (“**Card(s)**”) and Accounts (“**Account(s)**”) as requested by Customer or its Participants in the future; (b) authorize U.S. Bank to verify my employment and income history and all other information I have provided, and to obtain information about me from other creditors, credit bureaus, third parties, and federal or state records for use in assessing my personal credit worthiness in connection with U.S. Bank extension(s) of credit to Customer under the Agreement; (c) acknowledge that U.S. Bank will review this Application and may, at its sole discretion, grant such request, but U.S. Bank is under no obligation to do so; (d) **agree to be jointly and severally liable with Customer to pay for all transactions charged to any and all Accounts, plus fees and/or other charges, according to the terms of the Agreement;** (e) authorize U.S. Bank to share information about its experiences with me with U.S. Bank affiliates and credit bureaus; and (f) agree that Accounts will be used for business purposes only and not personal, family, or household purposes.

In witness whereof, Authorized Officer has executed this Application and agrees to this Section 2.

DATED THIS _____ DAY OF _____, 20 _____ :

Signature of Authorized Officer

Section 3 – Billing Cycle Selection

Select your preferred Billing Cycle from the following:

- Weekly – Customer is billed weekly and may choose Wednesday, Thursday, Friday or Saturday for billing.
- Biweekly – Customer is billed every other week and may choose the day on which they are billed, Sunday through Saturday, every other week.
- Semi-monthly – Customer is billed twice a month and may choose the 1st and 15th or the 15th and last day of each month for billing.
- Monthly – Customer is billed once a month and may choose any day of the month for billing, from the 1st day through the last day of the month.

If Weekly Billing Cycle is selected:

Customer is hereby notified, and hereby acknowledges that (1) Automated Clearing House (“**ACH**”) payment and (2) enrollment in The Voyager portal are both required with Weekly Billing Cycles. Additionally, by checking the Weekly Billing Cycle box above, Customer agrees to, on an appropriate form provided by U.S. Bank, authorize U.S. Bank to draw funds from Customer’s business bank account by means of ACH, Electronic Funds Transfer (“**EFT**”) or other electronic means agreed to by the parties for payment of Customer’s Statements.

FOR U.S. BANK USE ONLY

Agent, if any

TOA

LOC

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This U.S. Bank Voyager Fleet Cobrand Card Program Agreement (“**Agreement**”) is between the entity signing this Application as “**Customer**” and U.S. Bank National Association (“**U.S. Bank**”) and is the Participation Agreement that allows Customer to participate in the Sourcewell Contract No. 030625-USB. Customer desires to retain U.S. Bank as its provider for commercial charge card and account services (the “**Program**”) If U.S. Bank approves Customer’s creditworthiness and this Application, the “**Effective Date**” of this Agreement will be the first day of the month following the date the Application is signed by Customer.

Now, therefore, for and in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Customer and U.S. Bank agree to the following:

1. DEFINITIONS. “**Account**” means an account under this Agreement consisting of one or more Cards. “**Billing Cycle**” means the period of time from the date a Statement is generated until the date when the next Statement is generated. “**Card**” means a U.S. Bank Voyager Mastercard Fleet Card or a commercial account number, regardless of the medium, issued pursuant to this Agreement. “**Card Network**” means Mastercard International Incorporated whose marks are contained on the Cards issued under this Agreement or any other such national card network with respect to which U.S. Bank becomes an issuer during the term of this Agreement. “**Charge**” means either a Mastercard Charge or a Voyager Charge. “**Identification Information**” means legal names, physical street addresses, taxpayer identification or business numbers, dates of birth, or other information or documentation required by U.S. Bank to confirm the identity of any entity or person. “**Intellectual Property**” or “**Intellectual Property Rights**” means any patent rights, inventions, design rights, copyrights, database rights, trade secrets, trade names, trademarks, service marks, moral rights, know-how, and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force. “**Mastercard Charge**” means a monetary transaction with a debit value to an Account processed on the Mastercard Card Network. “**Obligations**” means all Charges, fees, and other activity posted to an Account. “**Private Site**” means a private fueling site that is owned or operated by a fleet owner or a fuel distributor and limited to use by commercial or public sector fleets for vehicle fueling. “**Participant**” means any entity that Customer authorizes, and U.S. Bank approves for participation in the Program that is wholly or majority owned or controlled (which is at least 51% or more of voting rights) by Customer. “**Statement**” means, with respect to one or more Accounts, a periodic listing of all Obligations. “**Voyager Charge**” means a monetary transaction with a debit value to an Account processed on the Voyager Network. “**Voyager Network**” the payment network owned and operated by U.S. Bank under which transactions on Cards and Accounts bearing the U.S. Bank Voyager logo are processed and reported. The “**Voyager portal**” means U.S. Bank’s proprietary online management software for the Program.

2. PRODUCTS AND SERVICES

2.1 PROVISION OF SERVICES; AGREEMENT OF PAYMENT. U.S. Bank operates the Program pursuant to which it issues Cards and Accounts at the direction of Customer which can be used at merchants to purchase certain categories of products. Customer desires to participate in the Program and U.S. Bank agrees to allow Customer to participate in the Program, all in accordance with the terms contained herein. In connection with the Program, U.S. Bank agrees to provide Customer access to its Voyager platform – an online portal that allows Customer to, among other things, review and pay Statements, establish and modify spend controls, and obtain various reports. Subject to the terms contained herein, Customer agrees that it is responsible for all of its Obligations or those incurred at a Participant’s direction. Customer agrees to pay the fees set forth on Schedule 1 in connection with the Program.

2.2 BILLING AND PAYMENT. Customer can access and download an electronic Statement from the Voyager portal at the end of each Billing Cycle itemizing all Obligations and payments for that Billing Cycle. The balance shown on the Statement is due to U.S. Bank before the end of the next Billing Cycle. Customer shall pay U.S. Bank using a payment method approved by U.S. Bank. If the amount owing under an Account has not been paid in full when due, the Account is delinquent, and U.S. Bank may suspend such Account. U.S. Bank may close an Account if the Account remains delinquent as of the completion of the second Billing Cycle after the Statement date. Customer shall communicate disputes or alleged errors on Statements within 60 days after the date on the Statement on which a disputed entry first appeared. Such communication of a dispute must contain the specific items in dispute and the basis for such dispute in accordance with Card Network operating rules and regulations. Depending on the type of Charge, failure to provide this notification within the stated time frame may result in

Customer being liable for all and any losses incurred. U.S. Bank may recover any reasonable legal fees and other expenses incurred in collecting any delinquent amounts on a closed Account. If an Account or Card is used for Mastercard Charges in a currency other than the billing currency, the amount shown on the Statement for that Charge will be shown as a single amount that is the aggregate of (i) the amount of the Mastercard Charge converted, in each case at the applicable exchange rate to the billing currency from the currency in which the Mastercard Charge was made and (ii) the "Foreign Transaction Fee" on such amount as set forth in the Fee Schedule included in this Agreement. Due to fluctuations in foreign exchange rates, a credit may not be the same amount as the original Mastercard Charge.

- 2.3 CARD ISSUANCE.** On and after a date provided to Customer, Cards will be issued as cobranded Mastercard and Voyager Cards on which Voyager Charges (or Mastercard Charges if enabled) may be made. Prior to such date, all Card will be issued as Voyager Cards. No Mastercard Charges may be made on a Card until (i) the appropriate changes to merchant category codes for Mastercard Charges are made through The Voyager portal and (ii) the Mastercard number on the applicable Card has been activated. The terms contained herein regarding Mastercard Charges shall apply to Cards or Accounts only after Customer elects to enable the Mastercard features on such Cards or Accounts. At any time after the Mastercard Charge functionality is enabled, Customer may elect to disable such functionality through The Voyager portal. Customer shall only be permitted to request the issuance of Cards in the name of the following parties: (i) in the name of a vehicle owned or leased by Customer or Participant; (ii) in the name of any Customer or Participant employee, (iii) in the name of any individual that is acting directly or indirectly as an independent contractor of Customer or Participant and, (iv) in the name of any other individual provided on a temporary basis and so long as such individual has a *bona fide* connection to Customer or Participant. Customer shall not request the issuance of Cards for its subsidiaries (or employees of such subsidiaries) that are not Participants. U.S. Bank may refuse to issue a Card to any party that cannot satisfy U.S. Bank's regulatory requirements referenced in section 14 (Compliance with Applicable Statutes Regulations and Other Agreements) herein.
- 2.4 APPLICABLE NETWORK.** All transactions are intended to be processed as Voyager Charges and pursuant to the Voyager Network unless the Voyager Network is unavailable for a particular transaction. In the event the Voyager Network is unavailable for a particular transaction, such transaction may be processed as a Mastercard Charge pursuant to the Mastercard Card Network (provided that the Mastercard functionality has not been disabled for such Card by Customer). U.S. Bank has directed each Voyager Network merchant to process all transactions as Voyager Charges, but U.S. Bank shall have no liability if a Voyager Network merchant fails to follow such direction and conducts a transaction as a Mastercard Charge.
- 2.5 LIABILITY.** Customer, and if applicable, Authorized Officer as guarantor, is solely liable to U.S. Bank for all Obligations, even if Customer has implemented any of the loss-minimization tools described in section 2.6 (Minimizing Loss). U.S. Bank is not liable for: (i) misuse of an Account or Card or any related expenses by the cardholder; (ii) transactions that occur at Private Sites; (iii) any unauthorized or fraudulent Voyager Charges that were not immediately reported as lost, stolen or compromised, unless notified as described in section 2.7 (Mandatory Notification) or (iv) Voyager Charges declined or approved, as a result of inaccurate merchant category codes used by a merchant. Customer agrees to have at least 10 Cards issued under the Program and expressly waives any rights it may have under Section 15 U.S.C. §1643 related to fraudulent Charges. Customer's liability for unauthorized Mastercard Charges is subject to the terms of the Card Network operating rules and regulations. Customer's liability for unauthorized Mastercard Charges may vary depending upon whether Customer complied with the notification requirements set forth in section 2.7 below.
- 2.6 MINIMIZING LOSS**
- (a) Point-of-Sale Prompts.** Customer must set point-of-sale prompts for (i) driver identification number, (ii) vehicle identification number, or (iii) a customizable numeric ID, for all applicable Cards. The customizable numeric ID cannot be any sequence of numbers that appear on the front of the Card. If Customer does not establish these point-of-sale prompts for each applicable Card and require proper use of the prompts by employees, agents, and authorized users of the Card, U.S. Bank may in its sole discretion decline the transaction; and Customer shall be liable for any fraudulent activity on the Card.
- (b) Account Controls.** Customer shall protect Cards and Accounts at all times and set controls described in this section on each Card and Account, as applicable. At a minimum, the controls will include a daily number of transactions limit, a daily dollar spend limit and a monthly dollar spend limit. Customer must (i) set each limit to all Cards or Accounts (provided different limit amounts can be set to different Cards/Accounts), and (ii) for cobranded Cards, create a sublimit within each such established limit on a Card or Account for fuel transactions conducted as Voyager Charges (for example a daily dollar spend limit of \$500 for all charges on the Card, with a fuel sublimit of \$200). Customer must also set geographic controls if operating in fewer than 50 states, day-of-week controls if operating fewer than 7 days per week, and time-of-day controls if operating fewer than 24 hours per day. If Customer fails to set the minimum controls described in this

section or changes or releases any controls set by U.S. Bank, Customer or Authorized Officer, as applicable, will be liable for all fraudulent transactions on the Cards or Accounts. In its sole discretion and without prior notice to Customer, U.S. Bank may set or adjust controls on Cards and Accounts based on similar accounts of other U.S. Bank customers and Customer's prior spend patterns.

(c) **Safekeeping and Security.** Customer must ensure that all Cards, Accounts, and any other access devices are carefully safeguarded and stored separately from customizable numeric IDs and codes and will take all reasonable precautions to ensure that only persons with appropriate authorization have been given access to Cards and Accounts. U.S. Bank may close, without notice, any Card or Account that has not been used for six months or more.

2.7 MANDATORY NOTIFICATION. Customer shall immediately notify U.S. Bank, in writing to U.S. Bank's email address for fraud notices: of (i) termination of employment of any employee or removal of an agent or authorized user or Participant from the Program; (ii) lost, stolen, or compromised Cards, Accounts, and any other access device; (iii) suspected or actual breach, or misuse of a Card or Account or information regarding Cards, Accounts, or other sensitive information; and (iv) termination or closure of a Card or Account. Customer shall take all necessary action through the available on-line tools under the Program to terminate the Accounts of any party that would not qualify for the issuance of a Card as set forth in section 2.3 (Card Issuance). Customer is liable for all fraudulent Voyager Charges, incurred prior to the time that Customer provides the required mandatory notification and terminates access as stated herein.

2.8 TRAILING TRANSACTIONS. Upon cancellation or suspension of an Account, Card, or termination of this Agreement, Customer shall cancel the billing of all reoccurring transactions to an Account. U.S. Bank is not liable for any reoccurring transactions Customer has failed to cancel.

2.9 MERCHANT CATEGORY CODES. All Mastercard Charges will be limited to select, fleet-related merchant category codes; provided, however, that Customer may elect to allow additional Mastercard Charges within a select, preapproved set of merchant category codes determined by U.S. Bank in its sole discretion. Such additional merchant category codes include, but are not limited to, hotels, car rentals, and restaurants. In the event Customer elects to allow Mastercard Charges for such additional merchant category codes, Customer may not block particular merchants or codes within the selected, preapproved set of merchant category codes. Customer may elect to allow or disallow these additional merchant category codes at any time within The Voyager portal.

3. CREDIT

3.1 FINANCIAL INFORMATION. Customer shall provide its fiscal year-end financial statements as soon as available, but not later than 120 days following the end of Customer's fiscal year. Customer shall provide additional information, upon request by U.S. Bank, regarding the business, operations, affairs, and financial condition of Customer, including reviews or audits of fiscal year-end financials performed by certified public accountants and Customer prepared quarterly financial statements.

3.2 CREDIT CONTROLS. U.S. Bank, at its sole discretion, may revise any credit limits or controls associated with the Program. Customer shall, within ten days of receiving notice of a downward revision of its credit limit, make a payment to U.S. Bank sufficient to reduce the amount outstanding to an amount equal to or less than any revised credit limit.

4. SECURITY AND CONFIDENTIALITY

4.1 SECURITY. "Secured Information" means information regarding Cards, Accounts, passwords, personal identification numbers and other sensitive information or Confidential Information of either party.

(a) Either party may receive or otherwise have access to Secured Information and must implement or maintain an information security program designed to: (i) ensure the security, integrity, and confidentiality of Secured Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such Secured Information; (iii) protect against unauthorized access to or use of such Secured Information that could reasonably result in harm to the person or entity that is the owner, user or subject of the Secured Information; and (iv) ensure the proper disposal of such Secured Information.

(b) U.S. Bank will maintain physical, electronic, and procedural safeguards designed to: (i) maintain the security and confidentiality of Identification Information; (ii) protect Identification Information against anticipated threats or hazards to the security or integrity of Identification Information; and (iii) prevent unauthorized access to or use of such Identification Information that could result in harm or inconvenience to Customer.

(c) Customer will safeguard Secured Information provided by U.S. Bank in a manner that is no less stringent than those applicable to Customer's own proprietary information.

(d) At a minimum, Customer will install and maintain commercially reasonable cybersecurity defenses against any feature, routine, or device that: (i) is intended or designed to disrupt the operation of any software or system, including any timeout functionality; (ii) causes any U.S. Bank owned or licensed materials, software,

or system to be destroyed, altered, erased, damaged or otherwise made inoperable; or (iii) permits any person or entity to destroy, alter, erase, damage or otherwise render inoperable any U.S. Bank owned or licensed materials, software, or system, including, but not limited to, any cyber-attacks such as any computer virus, trap door, back door, time bomb, or malicious program. Furthermore, Customer will perform routine hygiene on its systems to ensure appropriate use of software locks, routine password checking and central processing unit serial number checking.

4.2 CONFIDENTIALITY

- (a) **Confidential Information.** Each party may have access to and each party may provide to the other party information that the owner of such information regards as confidential or proprietary. “**Confidential Information**” includes information of a commercial, proprietary or technical nature whether now in existence or hereafter created. Confidential Information includes, but is not limited to, the following: (i) information marked as "confidential" or similarly marked, or information that a party should, in the exercise of reasonable judgment, recognize as confidential; (ii) Intellectual Property of each party; (iii) Identification Information (iv) the business, financial or technical information of each party and its respective affiliates; (v) each party’s objectives, materials, financial results, technological developments, and other similar proprietary information and materials; and (vi) notes, memoranda, analyses, compilations, studies, and other documents, whether prepared by either party or for either party, which contain or otherwise reflect Confidential Information.
- (b) **Exceptions**
- (i) **General Exceptions.** Confidential Information does not include information that: (i) is already rightfully known to the receiving party at the time it obtains Confidential Information from the disclosing party; (ii) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations; (iii) is received on a non-confidential basis from a third party reasonably believed to be authorized to disclose such information without restriction and without breach of this Agreement; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (v) is developed by U.S. Bank or Customer without the use of any proprietary, non-public information provided by the other party.
- (ii) **U.S. Bank Exceptions.** U.S. Bank may: (i) use and disclose Customer’s Confidential Information to the extent necessary to maintain compliance with network rules established by U.S. Bank related to the Program; (ii) use and disclose Customer’s Confidential Information to the extent necessary to maintain compliance with Card Network operating rules and regulations; or (iii) use and disclose non-identifying data to any entity or third party to the extent that such data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such data as attributable to U.S. Bank or its affiliates or Customer, its affiliates, employees, agents or authorized users.
- (iii) **Third Parties.** Portions of Customer’s Cards, Accounts, and transaction data are captured by third parties, including, but not limited to, the Card Network, third-party service providers, merchants, and merchant processors during the course of normal business operations and the confidentiality provisions of this Agreement shall not be deemed breached based upon such activities. All such third parties shall not be considered an agent of U.S. Bank for purposes of this section 4.
- (c) **Restriction and Care.** Each party must hold Confidential Information in confidence and disclose Confidential Information only to those employees, agents, or authorized users whose duties reasonably require access to such Confidential Information. Each party must protect Confidential Information using at least the same degree of care it uses to protect its own Confidential Information, but in no event, less than a reasonable degree of care to prevent unauthorized disclosure or duplication (except as required for backup systems) of such Confidential Information. Each party must cause its affiliates, employees, agents, authorized users, independent contractors, and parents to hold and maintain Confidential Information in confidence, and must only use and disclose such Confidential Information for the purpose of performing its obligations, exercising its rights, or enforcing its rights under this Agreement, or as otherwise expressly permitted by this Agreement.
- (d) **Disposition of Confidential Information.** Upon termination of this Agreement, each party must immediately, upon election by the disclosing party, return or destroy all Confidential Information in its direct or indirect possession or control that is the sole property of the disclosing party; provided, that U.S. Bank may retain particular transaction data with respect to the Cards and Accounts as is necessary to perform its billing functions and to maintain compliance with Card Network operating rules and regulations and its agreements with merchants under the Program. Upon written request, the recipient will provide the disclosing party written certification of destruction of any Confidential Information. Notwithstanding, U.S. Bank may retain one copy of Confidential Information for archival purposes in accordance with applicable law, rule or regulation. The receiving party must return any Confidential Information maintained in an

electronic format to the disclosing party in an industry standard format or, at the option of the owner, deleted and removed from all computers, electronic databases, and any other media.

- (e) **Compelled Disclosure.** Each party must promptly provide to the disclosing party notice of any order by a court or governmental agency having proper jurisdiction to disclose any Confidential Information, so the disclosing party may seek an appropriate protective order. U.S. Bank may be prohibited by a governmental agency from disclosing the governmental agency's request for Confidential Information and under such circumstances U.S. Bank is excused from notifying Customer of any disclosure of Confidential Information thereunder. Each party must disclose Confidential Information only to the extent required by applicable law.
- (f) **Non-Publicity.** Customer shall not make any case study, testimonial, press release, or other public announcement regarding this Agreement or any activities performed hereunder. Customer and its affiliates shall obtain the prior written approval of U.S. Bank's Media Relations department for any press release that Customer seeks to release that contains U.S. Bank's identity. U.S. Bank shall have at least 15 business days to review and respond to any such request for approval.

5. DEFAULT.

- 5.1 **CUSTOMER DEFAULTS.** Customer will be in default upon the occurrence of any of the following events (each a "**Customer Default**"): (i) any violation of its obligations set forth in section 4 (Security and Confidentiality) or section 7 (Intellectual Property); (ii) any failure to make a payment on any Account when due; (iii) any default of any other agreement between U.S. Bank and any of Customer, a Participant, or Customer's affiliates that has not been cured in the time specified in the applicable agreement; (iv) any of its representations or warranties made in this Agreement fail to be true and correct at any time during this Agreement; (v) the violation of any of its other covenants, conditions, or provisions set forth in this Agreement; (vi) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by Customer, a Participant or any guarantor of Customer's obligations hereunder (a "**Guarantor**"); (vii) a Guarantor, if any, dies or revokes its guaranty of Customer's obligations; or (viii) Customer's merger, amalgamation, sale, or transfer of all or substantially all of its assets that causes a material change to Customer's business or financial condition.
- 5.2 **U.S. BANK DEFAULTS.** U.S. Bank will be in default upon the occurrence of any of the following events (each a "**U.S. Bank Default**"): (i) any of U.S. Bank's representations or warranties made in this Agreement fail to be true and correct at any time during this Agreement; (ii) U.S. Bank materially violates of any covenants, conditions, or provisions set forth in this Agreement; or (iii) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by U.S. Bank.
- 5.3 **CURE.** Customer must cure any Customer Default under section 5.1(i)-(iv) within five days of notice of such Customer Default. Customer must cure any Customer Default under section 5.1(v) within 30 days of notice of the Customer Default. Notwithstanding the foregoing, a Customer Default under section 14 and a Customer Default arising under sections 5.1(vi)-(viii) shall not be entitled to notice or the right to cure and U.S. Bank may immediately terminate this Agreement as a result of any such default. U.S. Bank shall cure any U.S. Bank Default arising under section 5.2(i) or (ii) within 30 days after notice of a U.S. Bank Default. U.S. Bank shall not be entitled to cure a U.S. Bank Default under section 5.2(iii).
- 5.4 **U.S. BANK REMEDIES.** Upon the occurrence of a Customer Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, U.S. Bank may: (i) immediately terminate this Agreement or suspend or cancel any Cards and Accounts; (ii) retain and will not be required to pay Customer any payables pursuant to this Agreement (other than a return of prefunded amounts not applied to outstanding Obligations); and (iii) collect on demand, and Customer must promptly comply with such demand, any amount directly or indirectly related to any Customer Default, including any fees or losses sustained by U.S. Bank, and any reasonable court and legal costs incurred by U.S. Bank to exercise its rights or remedies under this section 5. If Customer violates its obligations under section 4 (Security and Confidentiality) or section 7 (Intellectual Property), in addition to the foregoing, U.S. Bank shall be entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security, because U.S. Bank's remedies at law may be inadequate to protect U.S. Bank against immediate and irreparable harm caused by any anticipated or actual breach of Customer's obligations as set forth in section 4 (Security and Confidentiality) or section 7 (Intellectual Property) and because damages resulting from such a breach may be difficult to ascertain. Any delay or failure on the part of U.S. Bank to take action upon the occurrence of a Customer Default shall not constitute a course of dealing on the part of U.S. Bank, shall not constitute a waiver of such Customer Default or prevent U.S. Bank from taking action on such Customer Default or any other Customer Default in the future. For the avoidance of doubt, the adjustment of the credit limits or

controls described in section 3.2 (including requiring security or prefunding) are independent rights and are not dependent upon the existence of a Customer Default.

5.5 CUSTOMER REMEDIES. Upon the occurrence of a U.S. Bank Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, Customer may: (i) immediately terminate this Agreement; and (ii) demand and recover payment of any damage amount directly related to any U.S. Bank Default. Any delay or failure on the part of Customer to take action upon the occurrence of a U.S. Bank Default shall not constitute a course of dealing on the part of Customer, shall not constitute a waiver of such U.S. Bank Default or prevent Customer from taking action on such U.S. Bank Default or any other U.S. Bank Default in the future.

6. TERM, TERMINATION AND SUSPENSION.

6.1 AGREEMENT TERM. This Agreement will remain in effect for five years from the Effective Date (the “Term”). This Agreement will automatically extend at the end of the Term for successive one-year periods unless either party provides at least 60 days prior written notice of termination prior to expiration of the current period. During the Term or any successive term thereafter neither Customer nor U.S. Bank may terminate this Agreement, in whole or in part, except by mutual consent or as otherwise provided under this Agreement.

6.2 U.S. BANK TERMINATION RIGHTS. U.S. Bank may terminate this Agreement if there has been no activity on Accounts within 12 months of the Effective Date of this Agreement or for any consecutive 12-month period after the Effective Date of this Agreement.

6.3 REGULATORY SUSPENSION OR TERMINATION. U.S. Bank may immediately suspend or terminate: (i) any Card or Account if U.S. Bank is unable to verify the identity of an authorized employee, agent, user of the Card or Account or a Participant based on the Identification Information submitted to U.S. Bank or if U.S. Bank is unable to verify that providing services to an authorized employee, agent, user of the Card or Account, or a Participant does not pose a risk to U.S. Bank of violating any applicable law, statute or regulation; or (ii) this Agreement if U.S. Bank, in its sole discretion, determines provision of services under this Agreement is counter to any existing, new or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.

6.4 SURVIVAL. The following provisions shall survive termination of this Agreement: Schedule 1 (Fees); section 4 (Security and Confidentiality); section 5 (Default); section 7 (Intellectual Property); section 9 (Indemnification); section 10 (Limitation of Liability); section 11 (Notices); section 13 (Governing Law); section 24 (Set-Off); section 25 (Cumulative Remedies); and section 27 (Jury Trial Waiver). Without limiting or affecting the foregoing, any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall survive termination and shall remain in full force and effect.

7. INTELLECTUAL PROPERTY

7.1 GENERALLY. U.S. Bank or its affiliates, are the owner or licensee of any and all Intellectual Property or other proprietary right associated with U.S. Bank products and services including, but not limited to, the Program, related materials, and derivatives. Except as expressly stated in this Agreement, Customer is not authorized or allowed to use, copy, redistribute, publish, or retransmit any portion of U.S. Bank products or Intellectual Property without the express written consent of U.S. Bank. Customer is not permitted to change or delete any proprietary notices. Nothing in this provision grants any ownership right to Customer, U.S. Bank remains the sole owner of any and all its Intellectual Property.

7.2 USE OF NAME AND MARKS. U.S. Bank may use Customer’s name or marks in presentations, press releases business cases, product brochures, and financial reports to announce the business relationship between the parties.

7.3 SOFTWARE LICENSE

(a) License Grant. Subject to Customer’s compliance with this section 7, U.S. Bank grants Customer and Participants a non-exclusive, non-transferrable license to use and access Accounts on U.S. Bank’s or U.S. Bank’s third-party licensor’s software accessible under the Program.

(b) Ownership. U.S. Bank or U.S. Bank’s third party licensor retains all rights, title, and ownership of the Accounts (but not data generated through the use of an Account) and software, any documentation provided with the Accounts or software, and any works derived from the Accounts or software that contain all or part of the Accounts, software, or U.S. Bank’s or U.S. Bank’s third party licensor’s Intellectual Property. U.S. Bank asserts that the Accounts and software are protected by copyright and may be protected by patent, trademark, or other proprietary rights and laws of the United States, Canada, or other jurisdictions. Any rights not granted in this section 7 are reserved by U.S. Bank or its third-party licensors.

- (c) **Updates.** U.S. Bank or U.S. Bank's third-party licensor may, from time to time, provide updates of the software. The updates replace the software initially licensed to Customer, and do not constitute an additional license to use the software.
- (d) **Restrictions.** Customer and Participant may not: (i) reverse engineer, decompile, disassemble the software or bypass or disable any copy protection or encryption; (ii) reformat or make derivative works from the software; (iii) transmit all or any part of the software by any means, media, or manner that would present the risk of unauthorized access; (iv) disclose part or all of the software to any third parties except as explicitly authorized by U.S. Bank; (v) use all or part of the software to advise, consult, or otherwise assist any third parties; or (vi) otherwise use the software in any manner that would compete in any way with U.S. Bank's business.
- (e) **Audit.** Customer agrees to permit U.S. Bank reasonable access to any records, systems, or operations to ensure that Customer is in compliance with the license granted in this section 7.

7.4 END USER AGREEMENTS. Customer and its employees, agents or authorized users may receive or have access to, and must agree to, any and all applicable end user license or other agreements that govern the use of any U.S. Bank software, services, or Accounts. U.S. Bank may amend such agreements from time to time without notice to Customer.

8. WARRANTIES. Each party respectively represents and warrants, at all times during this Agreement, that: (i) this Agreement is valid, binding and enforceable; (ii) execution of this Agreement and the performance of the obligations hereunder (A) are within such party's powers, (B) have been authorized by all necessary organizational action, and (C) do not require action by or approval of any governmental or regulatory body, agency or official; (iv) the execution of this Agreement and the performance of the obligations hereunder do not constitute a breach of any material agreement of such party or of applicable law or regulation; (v) such party possesses the financial capacity to perform all of its obligations under this Agreement. Customer represents and warrants, at all times during this Agreement, that: (i) the material information provided by Customer to U.S. Bank is true, complete and accurate; (ii) Customer will use all Cards and Accounts for business purposes only; (iii) Customer will obtain consent from any authorized user or agent to release any authorized user or agent Identification Information to be used for any purpose under this Agreement including for purposes of obtaining credit reporting agency records; and (iv) Customer will not, in connection with the services contemplated by this Agreement or in connection with any other business transactions involving U.S. Bank, receive compensation, make, offer or promise to make any payment or transfer anything of value, directly or indirectly if such compensation, payment or transfer would have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business, in breach of any applicable laws, statutes, regulations and codes relating to anti-kickback, anti-bribery and anti-corruption. This paragraph shall not, however, prohibit normal and customary business entertainment of nominal value or the giving of business mementos of nominal value.

Except as expressly provided herein, U.S. Bank makes no warranties, express or implied, in law or in fact, including, without limitation, the implied warranties of fitness for a particular purpose and of merchantability, either to Customer or to any other party, in connection with this Agreement or with respect to software products provided or made available to Customer for its use by U.S. Bank in connection with this Agreement.

9. INDEMNIFICATION. Customer agrees to indemnify and hold harmless U.S. Bank and its agents, officers, directors, employees, contractors and subcontractors from any third party claims, actions, demands, damages, injuries, injunctions, suits, fines, penalties, costs, and expenses and liability whatsoever (including reasonable legal fees), arising out of: (i) the infringement by Customer or any third party of any Intellectual Property or other property or contract right of any other entity; (ii) the violation of any law, rule, regulation or authority by Customer, Participant, or any third party; (iii) any gross negligence or intentional act of Customer, Participant or, including, but not limited to, Customer's, Participant's or an transmission of incorrect, illegible, duplicate, or fraudulent data to U.S. Bank; or (iv) any Customer Default. U.S. Bank shall notify Customer of any claim that is asserted and each action or suit that is filed or served, and provide Customer with a copy of any written documentation received in relation with the claim, for which U.S. Bank is seeking indemnification pursuant to this section 9, provided, however, that failure to give such notice shall not relieve Customer of its indemnification obligations. Customer may thereafter assume control of such claim, provided that U.S. Bank shall have the right to participate in the defense or settlement of such claim. U.S. Bank may employ counsel at its own expense to assist with any such claim; however, if such counsel is necessary because of a conflict of interest of either Customer or its counsel or because Customer does not assume control, Customer shall bear the expense of such counsel. Customer may not settle any claim, admit to any liability, or consent to any judgment with respect thereto without the consent of U.S. Bank.

10. LIMITATION OF LIABILITY. U.S. Bank and its affiliates are not liable for any consequential, special, indirect, or punitive damages of any nature (including lost profits) regardless of whether such party has been advised of the

possibility of such damages. In no event is U.S. Bank liable for any damages under the Program that exceed the fees U.S. Bank collected during the 12 months immediately preceding the alleged liability.

- 11. NOTICES.** Any notice required to be given to a party pursuant to this Agreement shall be in writing and will be deemed received either: (i) two days after the date of mailing if sent by overnight, registered, or certified mail, return receipt requested; or (ii) one day after the date of mailing if sent by a national overnight courier service. Notices shall be sent to the following addresses: to U.S. Bank at U.S. Bank National Association, Corporate Payment Systems, 200 South Sixth Street, Mail Code EP-MN-L29C, Minneapolis, MN 55402, U.S.A. Attn: CPS Contract Manager or contractnotices@usbank.com and to Customer at the address stated on the Application. Either party may change its notification address at any time by written notice to the other.
- 12. ASSIGNMENT; TRANSFER; CHANGE IN OWNERSHIP.** Customer shall not assign or otherwise transfer or delegate its rights, obligations, or duties under this Agreement without U.S. Bank's prior written approval at its sole discretion. For the purposes of this provision, "transfer" refers to a merger, acquisition, consolidation, divestiture, change in control, asset transfer, amalgamation, proceeding under bankruptcy laws, or any other transfer, reorganization, or sale (in whole or in part) of Customer. To the fullest extent not prohibited by applicable law, Customer will notify U.S. Bank in advance of any material change (and if prohibited, within 15 days after such change) to any information provided to U.S. Bank at any time concerning Customer's primary business, legal organization (e.g., partnership, corporation, etc.) or any change resulting from a transfer as described above. Customer must promptly provide any information requested by U.S. Bank associated with the request for approval.
- 13. GOVERNING LAW AND VENUE.** The laws of the state in which Customer is organized under and applicable federal laws and regulations of the United States, apply to any dispute arising out of this Agreement, its subject matter, or its formation.
- 14. COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND OTHER AGREEMENTS.** The parties will maintain compliance with all statutes and regulations applicable to the products and services contemplated under this Agreement, including all economic sanctions laws, anti-money laundering laws, and trade restrictions imposed by the United States, United Nations, European Union or Canada and U.S. Bank's policies related thereto. U.S. Bank may require Identification Information for Customer, its affiliates, and its Participants, and any Authorized Officers, authorized signers, Account and Card holders, beneficial owners, authorized user or directors of Customer and its affiliates and Participants. Customer shall promptly provide any such required Identification Information to U.S. Bank. Customer shall comply with, and shall cause its Participants and Account and Card holders to comply with the following regulations and terms and conditions to the extent applicable to the Program or the products and services provided pursuant to this Agreement: (i) Any applicable automated clearinghouse operating rules or regulations, including, without limitation, the National Automated Clearing House Association Operating Rules or any related or successor operating rules or regulations and (ii) Card Network operating rules and regulations.
- 15. FORCE MAJEURE AND EXCUSABLE DELAY.**

 - 15.1** Except for payment obligations under this Agreement, neither party is responsible for performance delays or failures resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, shortage of power or chips, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party suffering the force majeure event will: (i) implement its applicable disaster recovery plan to the extent appropriate, and practicable; (ii) give the other party prompt notice of the occurrence of a force majeure event; (iii) use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster recovery plan; and (iv) provide periodic updates to the other party regarding its efforts to re-commence performance until performance has re-commenced in accordance with this Agreement.
 - 15.2** Either party may terminate this Agreement upon written notice to the other, if the non-terminating party is unable to perform a material portion of its obligations as a direct result of a force majeure event for more than 30 consecutive days. Delay in either party's performance is excused to the extent its performance is delayed solely due to an act or omission of the other party.
- 16. CHANGE IN TERMS OF THIS AGREEMENT.** U.S. Bank may change the terms and conditions of this Agreement at any time upon written notice to Customer (which notice may be given by email). If permitted by applicable law, the changes will apply to both existing and future transactions and Obligations. If Customer refuses to accept the changes, Customer must notify U.S. Bank in writing within 30 days from the date of the notice that it refuses to accept the changes and elects to terminate this Agreement. Should Customer terminate this Agreement pursuant to this section 16, all Obligations will immediately become due and payable by Customer to U.S. Bank, according to the terms of this Agreement.

17. **INTERPRETATION.** The parties expressly agree this Agreement will not be construed more strongly against the drafting party. This Agreement constitutes the entire agreement between the parties concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. Headings are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
18. **SEVERABILITY.** Should any provision of this Agreement be declared invalid for any reason, such declaration will not affect the validity of any other provision of this Agreement, which will remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the parties' intent.
19. **NO WAIVER.** No failure or delay by either party to insist on specific performance of any term or obligation set forth in this Agreement or exercise any right, power, or privilege provided under this Agreement or by applicable law, will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, or privilege preclude any other or future exercise of any other right, power, or privilege.
20. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement creates an agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.
21. **RELATIONSHIP BETWEEN U.S. BANK AND THIRD-PARTY SERVICE PROVIDERS.** U.S. Bank may enter into agreements with third parties for the purpose of marketing and advertising U.S. Bank's products and services and providing other services to U.S. Bank. U.S. Bank may compensate the third parties based on revenue generated instead of a flat fee for such services. The products or services provided to Customer pursuant to this Agreement may include products or services subject to such compensation paid to third parties. To the extent Customer was referred to U.S. Bank by such third party, Customer authorizes U.S. Bank to release Customer's Confidential Information to such third party (and its agents) for purposes of communicating or computing any revenue or fees that may be due from U.S. Bank to such third party. Additionally, Customer may from time-to-time request that U.S. Bank provide certain of Customer's Confidential Information (including transaction data) to a third party (such request a "Data Release Request"). U.S. Bank's action on any such Data Release Request is subject to the following conditions: (i) the Confidential Information to be transmitted must be clearly identified by Customer (which can include by category), (ii) Customer must provide specific directions regarding the initial personnel at the third party that U.S. Bank will interface with regarding the transmission of such Confidential Information and once identified U.S. Bank may speak generally about such Confidential Information with such third party, (iii) the directions regarding such Confidential Information transmission, including file format, frequency and means for any transmission or delivery, must be acceptable to U.S. Bank, (iv) U.S. Bank will have no liability to the extent it follows the directions of anyone U.S. Bank reasonably believes to be authorized by you or the designated third party to provide directions regarding the delivery of the Confidential Information, (v) Customer is solely liable for the third party's use or disclosure of its Confidential Information and neither U.S. Bank nor any of its affiliates is liable for such third party's use or further release of Customer's Confidential Information, (vi) any Data Release Request will be considered an ongoing direction until affirmatively revoked or disavowed in writing by Customer, and (vii) U.S. Bank may suspend or terminate delivery of the Confidential Information without notice during the continuance of any default under this Agreement or in the event such transmission or delivery to the third party would violate applicable law.
22. **DELEGATION.** U.S. Bank may delegate duties herein to one or more third parties without Customer approval or consent so long as U.S. Bank remains responsible for the conduct of and payment to such third parties.
23. **NO THIRD-PARTY BENEFICIARIES OR CLAIMS.** Except as stated in this Agreement, and with reference to any successors or assigns, any services provided under this Agreement are for the sole and exclusive benefit of Customer and Participants, if any, and nothing in this Agreement will be deemed to create any third party beneficiary rights in any person or entity not party to this Agreement.
24. **SET-OFF.** U.S. Bank may set-off any amounts Customer owes to U.S. Bank pursuant to this Agreement or any other agreement between the parties or their affiliates against any amounts due to Customer by U.S. Bank or its affiliates.
25. **CUMULATIVE REMEDIES.** Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

- 26. INCORPORATION.** The following are incorporated into this Agreement by reference as if set out at length:
 - 26.1** U.S. Bank Voyager Fleet Cobrand Card Program Application
 - 26.2** Schedule 1 – Fees
 - 26.3** Schedule 2 - Rebates
- 27. JURY TRIAL WAIVER.** Customer and U.S. Bank hereby waive all rights to trial by jury in any proceeding relating to this Agreement.
- 28. AUTHORIZATION AND EXECUTION.** This Agreement may be executed and delivered by Customer electronically, and fully executed electronic versions of this Agreement, or reproductions thereof, will be deemed to be original counterparts.

By completing the Application, Customer acknowledges and agrees that: U.S. Bank will review the Application and may, at its sole discretion, grant such request, but that U.S. Bank is under no obligation to do so. The signer represents, warrants and agrees that: (i) he or she is authorized by an applicable Bylaw, Article or other organizational authority to enter into all transactions contemplated by this Agreement; (ii) all information provided in the Application is true, complete and accurate to the best of the signer’s knowledge and the signer has the authority to provide such information and complete such Application; (iii) if U.S. Bank approves the Application, Customer shall be bound by this Agreement; and (iv) U.S. Bank is authorized to investigate, obtain, and exchange reports and information regarding the Application and any resulting Accounts with credit reporting agencies and other parties with legitimate business needs for such reports or information.

In witness whereof, Customer has executed this Agreement.

Date: _____

 Printed Name of 1st Authorized Signer

 Printed Name of 2nd Authorized Signer

 Printed Title of 1st Authorized Signer

 Printed Title of 2nd Authorized Signer

 Signature of 1st Authorized Signer

 Signature of 2nd Authorized Signer
 (ONLY if required by Customer’s organizational guidelines)

**Schedule 1
Fees**

The fees listed below apply to this Agreement. Failure of U.S. Bank to apply any fee outlined in this Agreement, at any time, does not preclude U.S. Bank from ever applying such fee. U.S. Bank reserves the right to change fees upon 30 days prior notice to Customer. Fees identified as recurring monthly are billed on the first statement of the month.

Fees	
Description	Fee, per account, card, or occurrence, as applicable
Monthly card fee	\$0.00
Insufficient funds	\$20.00
Custom card logo (design provided by customer)	\$300.00
Expedited delivery	\$20.00
Paper statement or report	\$4.95
Returned check	\$35.00
Stop payment	\$20.00
Finance charge	3.5% of the past-due balance per billing cycle (minimum of \$2.00 assessed)
Non-financial transaction at Private Sites	\$0.20

Schedule 2
Rebates

1. **Definitions.** Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement. In addition, the following terms shall have the following meanings:
 - 1.1. **“Charge-off”** means any amount due and owing to U.S. Bank by Customer related to the Agreement that is classified as a charge-off under U.S. Bank’s then applicable accounting policies.
 - 1.2. **“Charge-off Adjustment”** means the difference between Charge-offs and one-half of Charge-off Recoveries.
 - 1.3. **“Charge-off Recovery”** means an amount equal to any monetary recovery related to a Charge-off.
 - 1.4. **“Client Held Days Payment Performance”** means the sum of the daily accounts receivable balances for the Rebate Period divided by the total sales for the same Rebate Period, inclusive of the beginning and ending dates less 15 days.
 - 1.5. **“Discount Interchange Rate Program”** means an interchange rate program where the rates assessed on particular transactions are less than standard rates. Subcategories subject to differentiated discount volume percentage include transactions processed on large ticket program indicators and transactions assessed at network negotiated rates, all as reasonably determined by U.S. Bank. Transactions subject to Discount Interchange Rate Programs may change from time to time without notification to Customer.
 - 1.6. **“Net Combined Discount Charge Volume”** means all Voyager and Mastercard Charges set forth on the Statements furnished for the Accounts in the applicable Rebate Period that qualify for and have applied to them a Discount Interchange Rate Program, less credits for Voyager Charges, and net of Voyager Charge Charge-off Adjustments for the same Rebate Period. All other Charges, fees, fraudulent charges, and chargebacks are excluded from Net Voyager Discount Charge Volume.
 - 1.7. **“Net Combined Standard Charge Volume”** means all Voyager and Mastercard Charges set forth on the Statements furnished for all Accounts in a Rebate Period less, without duplication, each of the following categories to the extent that they relate to Charges: Non-Financial Transactions at Private Sites, fees, fraudulent charges, chargebacks, Charges qualifying for discount interchange rates or discount merchant fees, and net of Charge-off Adjustments, all in the same Rebate Period.
 - 1.8. **“Non-Financial Transaction”** means a transaction on a Card where U.S. Bank does not (i) pay or reimburse a merchant for the value of the goods or services in such transaction, or (ii) charge or retain from merchants in amounts that are based on defined transaction fees or a percentage of the retail dollar value, less any merchant rebates.
 - 1.9. **“Rebate Period”** means each 12-month period, beginning on January 1 of each year.
2. **Rebate.**
 - 2.1 **Conditions.** To be eligible for and to retain a rebate, Customer must: (i) complete the Rebate Period in which a rebate is earned; (ii) not be subject to an uncured Customer Default at the time the rebate payment is due; and (iii) Client Held Days Payment Performance for all accounts’ Statements is equal to or less than 30. If Customer fails to satisfy the requirements of this section at the time of a scheduled rebate payment, U.S. Bank will not be required to pay Customer any such rebate payment. If the sum of Customer’s final net rebates is a negative amount, Customer shall reimburse U.S. Bank up to the amount of rebates U.S. Bank has previously paid to Customer.
 - 2.2 **Standard Rebate Calculation.** U.S. Bank will calculate a rebate for the same Rebate Period as follows:
 - (a) U.S. Bank will multiply the Customer’s Net Combined Standard Charge Volume by the percentage on Table A (Client Held Days Payment Performance Percentage) corresponding to Client Held Days Payment Performance achieved by Customer.
 - (b) U.S. Bank will multiply the Customer’s Net Combined Standard Charge Volume by the percentage on Table B (Net Combined Standard Charge Volume Percentage) corresponding to the Net Combined Standard Charge Volume achieved by Customer.
 - (c) U.S. Bank will add the values arrived at in sections 2.2 (a) - (b) above.
 - (d) U.S. Bank will apply Charge-off Adjustments to the value arrived at in 2.2(c) to arrive at Customer’s net rebate.

For the avoidance of doubt, section 2.2(e) is only a component in the calculation of Customer’s rebate for a particular Rebate Period. It does not constitute the payment, forgiveness or netting of any Charge-offs or any other amounts due to U.S. Bank against amounts due to Customer.
 - 2.4 **Payment.** U.S. Bank will pay Customer’s net rebates within 60 days after the completion of the applicable Rebate Period. U.S. Bank will pay Customer’s final net rebates within 90 days after Customer satisfies all Obligations and provides written instruction to U.S. Bank to close all Accounts. U.S. Bank may retain and will not be required to pay Customer standard rebate payments less than \$3,000.00. U.S. Bank will not carry forward any standard rebate payment less than \$3,000.00.

3. Rebate Tables.

Table A – Client Held Days Payment Performance Percentage					
Client Held Days Payment Performance	Performance Percentage	Client Held Days Payment Performance	Performance Percentage	Client Held Days Payment Performance	Performance Percentage
0-5	0.100%	6-10	0.080%	11-30	0.000%

Table B – Net Combined Standard Charge Volume Percentage	
Net Combined Standard Charge Volume	Percentage
All	1.200%

4. **Rebate Payment Registration.** Customer shall register for ACH payments in the manner prescribed by U.S. Bank. U.S. Bank will not make any rebate payments until Customer has registered for ACH. If Customer fails to register for ACH by the date a rebate is due, Customer forfeits any payment of that rebate. Customer designates the following person to register Customer for ACH:

Rebate Payment Registration	
a) Authorized Person's Name	
b) Authorized Person's Email Address	