

AGREEMENT FOR BANKING SERVICES

This Agreement for Banking Services (“Agreement”) is made and entered into this 1st day of August 2024 (the “Effective Date”), by and between the city of Lee’s Summit, Missouri, a Missouri Constitutional Charter City, (“Customer”) and U.S. Bank National Association (“Bank”)

Whereas, Bank has offered to provide treasury management services as further described in its response to Customer’s RFP #2024-003; and

Whereas, Customer desires to engage Bank to perform such services.

Now, therefore, in consideration of the mutual covenants and considerations herein contained, the parties hereto agree as follows:

- (a) **MSA.** Customer entered into the Master Services Agreement (“MSA”) with U.S. Bank National Association (“Bank”). The MSA incorporates the terms of Your Deposit Account Agreement (“Agreement”) and the U.S. Bank Services – Terms and Conditions (“Terms”) by reference. Capitalized terms not defined herein shall have the meanings set forth in the MSA. This Agreement further amends and supplements the MSA as set forth herein.
- (b) **Initial Term.** This Agreement shall be effective from the Effective Date and remain in full force and effect for one year thereafter (the “Initial Term”), unless terminated as otherwise provided herein.
- (c) **Renewal Terms.** After the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive, one-year terms (each a “Renewal Term”) if it is deemed in the best interests of the Customer, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
- (d) **Transition Term.** Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the Customer, at its sole discretion and upon thirty (30) days written notice to Bank, may extend the Agreement for up to six (6) months from the date of expiration or until the Customer terminates the Agreement, whichever occurs earlier. Upon receipt of such written notice, Bank shall continue to perform its obligations under this Agreement.
- (e) **Banking Services.** Bank shall provide treasury management services (“Services”) as detailed in its response to Customer’s RFP #2024-003 pursuant to the terms of this Agreement and the MSA.
- (f) **Pricing.** The pricing schedule attached hereto as Exhibit A shall apply to the Services.

This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The parties agree that signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, Federal Rule of Evidence 1002, and similar statutes and regulations.

Other than as set forth above, the MSA remains in full force and effect. In the event of a conflict between this Agreement and the MSA, this Agreement shall control.

U.S. Bank National Association	City of Lee’s Summit
By:	By:
Name:	Name:
Title:	Title: City Manager

Exhibit A
Pricing Schedule - Treasury Management



Proforma Account Analysis

Account Analysis & Billing

CITY OF LEE'S SUMMIT, MISSOURI

Consolidated Analysis Summary

Lead Account Number	XXXXXXXXXXXX
Earnings Credit Rate	3.50%
Negative Collected Rate	12.50%
Current Month Multiplier	342.86
Settlement Frequency	ANNUAL

Balance Summary

Average Ledger Balance		\$ 11,710,185.06
Average Float	-	174,671.63
Average Collected Balance	=	11,535,513.43
Average Negative Collected	\$	0.00
Average Positive Collected Balance	\$	11,535,513.43

Settlement Analysis

Average Positive Collected Balance		\$ 11,535,513.43
Fee Based Collected Balance (Net of Reserves)	-	0.00
Collected Balance Available for Earnings Credit Services	=	11,535,513.43
Earnings Credit @ 3.5%		33,645.25
Interest Paid on Balances @ 2.5%		24,032.32
Earnings Credit Based Service Charges	-	8,840.62
Current Month Surplus/(Deficit) Position	=	772.31
Net Service Charges		\$ -

Net of Interest and Service Charges

Interest Earned on Interest Bearing Checking		\$ 24,032.32
Net Service Charge	\$	-
Interest Earned Less Service Charges	\$	24,032.32

NOTE: Historical 12 month average used for volumes of existing services

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>	<u>Balance</u>	<u>Required</u>
Depository Services								
010410	Paper Account Analysis Stmt	1	\$	0.00	\$ -			
010000	Account Maintenance	6	\$	2.00	\$ 12.00	\$	4,114	
010101	Paper Credits	75.91	\$	0.15	\$ 11.39	\$	3,904	



Account Analysis & Billing

NOTE: Historical 12 month average used for volumes of existing services

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit Price</u>		<u>Total Price</u>		<u>Collected Balance Required</u>	
010101	Electronic Credits	203.32	\$	0.05	\$	10.17	\$	3,485	
010100	Paper Debits	735.07	\$	0.08	\$	58.81	\$	20,162	
010100	Electronic Debits	62.32	\$	0.05	\$	3.12	\$	1,068	
010102	Combined Transactions/Items	1,542.98	\$	0.00	\$	-			
150101	Reject Checks Paid								
150101	For First 50 Per Acct	6.58	\$	0.00	\$	-			
150101	For Over 50 Per Acct		\$	0.60	\$	-			
100224	Deposited Item	94.08	\$	0.07	\$	6.59	\$	2,258	
100230	Rejected Preencoded Dep Item		\$	0.60					
100400	Returned Deposited Items	11.24	\$	2.00	\$	22.48	\$	7,707	
100405	Returned Item Special Instruc		\$	0.00					
100405	For First 1	1	\$	2.00	\$	2.00	\$	686	
100405	For Over 1		\$	2.00	\$	-			
100402	Redeposited Returned Item	1	\$	2.00	\$	2.00	\$	686	
100403	Returned Item Image Viewed	10	\$	1.00	\$	10.00	\$	3,429	
100414	Returned Item Img Advice View	0.25	\$	1.00	\$	0.25	\$	86	
000230	Deposit Coverage	11,710	\$	0.129	\$	1,510.59	\$	517,917	
010307	Truncated Online DDA Statement	4.55	\$	0.00	\$	-			
150240	Check Filter Monthly Maint	2	\$	5.00	\$	10.00	\$	3,429	
150320	Check Filter Items Returned		\$	5.00					
150420	Manual Stop Payment-24 Months	0.57	\$	20.00	\$	11.40	\$	3,909	
010600	Account Inquiry	0.25	\$	0.00	\$	-			
010630	Deposit Error Correction		\$	5.00					
151342	Copy of Check/Deposit Ticket		\$	10.00					
	Subtotal Depository Services				\$	1,670.78	\$	572,839	
Account Reconciliation Services									
150030	Full/Positive Pay Maint		\$	0.00					
150030	Each Additional Reconciliation per Cycle Over 1 Per ,	1	\$	30.00	\$	30.00	\$	10,286	
150030	Limit2		\$	15.00	\$	-			
150120	Full/Positive Pay - per Item	623.5	\$	0.02	\$	12.47	\$	4,275	
150030	SP Positive Pay Only Maint	3	\$	20.00	\$	60.00	\$	20,571	
150120	SP Pos Pay Only - per Item	111.49	\$	0.02	\$	2.23	\$	765	
150322	SP Checks Returned	0.08	\$	10.00	\$	0.80	\$	274	
151352	SP Pos Pay Image Retrieval	118.66	\$	0.00	\$	-			
20020B	SP Issue/Cancel Input	63	\$	0.10	\$	6.30	\$	2,160	
150310	SP Positive Pay Exceptions	10	\$	1.00	\$	10.00	\$	3,429	
20020B	SP Issue Mnt Upload - per File		\$	0.00					
20020B	For First 6 Per Acct	6	\$	5.00	\$	30.00	\$	10,286	
20020B	For Over 6 Per Acct	7.33	\$	0.00	\$	-			
150310	SP Unreviewed Payee Exceptions		\$	0.15					
200100	SP ARP Recon Report-per Item	1,614	\$	0.02	\$	32.28	\$	11,067	
200306	SP ARP Recon Reports Maint	1	\$	15.00	\$	15.00	\$	5,143	
200306	SP ARP Recon Outstanding Maint	1	\$	15.00	\$	15.00	\$	5,143	
200306	SP ARP Recon Outstanding Item	365.91	\$	0.02	\$	7.32	\$	2,509	



Account Analysis & Billing

NOTE: Historical 12 month average used for volumes of existing services

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit Price</u>		<u>Total Price</u>		<u>Collected Balance Required</u>
200201	Transmission Input		\$	5.00	\$	-		
150122	Payee Positive Pay Maintenance	1	\$	20.00	\$	20.00	\$	6,857
151022	Payee Positive Pay-per Item	623.5	\$	0.02	\$	12.47	\$	4,275
150122	SP Payee Pos Pay Exceptions	26.75	\$	1.00	\$	26.75	\$	9,171
99TTTT	AES Program Admin Fee		\$	125.00				
99TTTT	AES DD Letter Prep		\$	0.00				
99TTTT	If 1 - 500		\$	3.00				
99TTTT	If 501 - 1000		\$	2.75				
99TTTT	If Over 1000		\$	2.60				
99TTTT	AES DD Response Monitoring		\$	0.00				
99TTTT	If 1 - 500		\$	1.50				
99TTTT	If 501 - 1000		\$	1.40				
99TTTT	If Over 1000		\$	1.30				
99TTTT	AES Report Filing		\$	0.00				
99TTTT	If 1 - 25		\$	125.00				
99TTTT	If Over 25		\$	100.00				
99TTTT	AES Per Item Filing Fee		\$	0.00				
99TTTT	If 1 - 1000		\$	1.50				
99TTTT	If 1001 - 2500		\$	1.40				
99TTTT	If Over 2500		\$	1.30				
99TTTT	AES DD Letter Postage		\$	1.00				
	Subtotal Account Reconciliation Services				\$	280.62	\$	96,212
	SinglePoint							
400272	Sp Current Day Per Acct		\$	0.00				
400272	For First 1	1	\$	5.00	\$	5.00	\$	1,714
400272	For Over 1	5	\$	5.00	\$	25.00	\$	8,571
400272	Sp Current Day Per Item	2,357.83	\$	0.01	\$	23.58	\$	8,084
409999	SP Current Day ACH Addenda	1	\$	5.00	\$	5.00	\$	1,714
400272	Sp Previous Day Per Acct		\$	0.00				
400272	For First 1	1	\$	5.00	\$	5.00	\$	1,714
400272	For Over 1	5	\$	5.00	\$	25.00	\$	8,571
400272	Sp Previous Day Per Item	3,150.25	\$	0.01	\$	31.50	\$	10,801
409999	SP Previous Day ACH Addenda	5	\$	5.00	\$	25.00	\$	8,571
050310	SP Lockbox Summary Report		\$	50.00				
010407	Account Analysis Report CSV		\$	0.00				
409999	Monthly DDA Statement PDF	5	\$	0.00	\$	-		
250720	ACH Return and NOC Report	2	\$	0.00	\$	-		
250720	ACH Return and NOC Report		\$	0.00				
250720	For First 1	1	\$	3.00	\$	3.00	\$	1,029
250720	For Over 1	1	\$	3.00	\$	3.00	\$	1,029
050311	SP Lockbox Detail Report		\$	50.00				
401020	SP Token Monthly Maintenance	12.58	\$	3.50	\$	44.03	\$	15,096
400810	SP User Add/Modify/Delete		\$	0.00				
400810	SP Account Add/Modify/Delete	0.16	\$	0.00	\$	-		



Account Analysis & Billing

NOTE: Historical 12 month average used for volumes of existing services

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit Price</u>		<u>Total Price</u>	<u>Collected Balance Required</u>
400820	SP Bank Assist Password Reset		\$	0.00			
400110	Previous Day Xmit Mo Maint		\$	0.00			
400110	For First 1		\$	40.00			
400110	For Over 1		\$	35.00			
400110	Prev Day Xmit-per Transmit		\$	5.00			
400232	Previous Day Xmit-per Item		\$	0.01			
400110	Current Day Xmit Mo Maint		\$	0.00			
400110	For First 1		\$	40.00			
400110	For Over 1		\$	35.00			
400110	Current Day Xmit-per Xmit		\$	5.00			
400110	Current Day Xmit-per Item		\$	0.01			
409999	SP Book Transfer Mo Maint		\$	0.00			
409999	For First 1	1	\$	0.00	\$	-	
409999	For Over 1	3	\$	0.00	\$	-	
409999	SP Book Transfer-per Transfer	5.66	\$	0.00	\$	-	
999999	SP Cash Vault Mo Maintenance	1	\$	10.00	\$	10.00	\$ 3,429
150410	SP Stop Payments Mo Maint		\$	0.00			
150410	For First 1		\$	5.00			
150410	For Over 1		\$	0.00			
150410	SP Stop Payments-per Stop		\$	8.00			
150413	SP Stop Payments-per Revoke		\$	5.00			
150412	SP Stop Pmt Renewal-per Stop		\$	2.00			
250000	SP ACH Origination Mo Maint		\$	0.00			
250000	For First 1	1	\$	10.00	\$	10.00	\$ 3,429
250000	For Over 1	1	\$	0.00	\$	-	
250000	SP ACH Positive Pay Mo Maint	3	\$	5.00	\$	15.00	\$ 5,143
350000	SP Wires Monthly Maintena		\$	0.00			
350000	For First 1	1	\$	0.00	\$	-	
350000	For Over 1		\$	0.00	\$	-	
250000	SP ACH POS Pay Authorization	0.16	\$	1.00	\$	0.16	\$ 55
250000	SP ACH POS Pay per Paid Item	7.5	\$	0.10	\$	0.75	\$ 257
150030	SP Positive Pay Monthly Maint	4	\$	0.00	\$	-	
200201	SP Issue Maint Mo Maintenance		\$	0.00			
200201	For First 1	1	\$	5.00	\$	5.00	\$ 1,714
200201	For Over 1	3	\$	0.00	\$	-	
151350	SP Image Access Mo Maint	2	\$	5.00	\$	10.00	\$ 3,429
409999	Invest Reporting Mo Maint	1	\$	5.00	\$	5.00	\$ 1,714
409999	Invest Trade Portal Mo Maint		\$	0.00			
409999	For First 1		\$	0.00			
409999	For Over 1		\$	0.00			
409999	SP External Message Mo Maint		\$	0.00			
409999	For First 1	1	\$	0.00	\$	-	
409999	For Over 1	12.58	\$	0.00	\$	-	
409999	SP External User Message Sent	43.5	\$	0.00	\$	-	
409999	SP External User Task Sent	106.08	\$	0.00	\$	-	



Account Analysis & Billing

NOTE: Historical 12 month average used for volumes of existing services

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit Price</u>		<u>Total Price</u>		<u>Collected Balance Required</u>
	Subtotal SinglePoint				\$	251.02	\$	86,064
	Wire Transfers							
350000	Wire Monthly Maint Voice-Pin	1	\$	2.00	\$	2.00	\$	686
350300	Incoming Fedwire	0.83	\$	5.00	\$	4.15	\$	1,423
350123	Internal Wire Credit	0.16	\$	5.00	\$	0.80	\$	274
350300	Incoming Fedwire Ctp	0.33	\$	5.00	\$	1.65	\$	566
350100	SP Fedwire Repetitive			5.00				
350104	SP Fedwire Non-Repetitive	0.25	\$	5.00	\$	1.25	\$	429
350120	SP Internal			2.00				
350403	SP Wire Beneficiary Email	0.08	\$	0.10	\$	0.01	\$	3
350412	Wire Advice Mail			10.00				
	Subtotal Wire Transfers				\$	9.86	\$	3,380
	Faster Payments							
359999	RTP Origination		\$	0.00				
359999	If 1 - 100 Per Acct		\$	0.75				
359999	If 101 - 1000 Per Acct		\$	0.65				
359999	If 1001 - 5000 Per Acct		\$	0.55				
359999	If 5001 - 10000 Per Acct		\$	0.45				
359999	If Over 10000 Per Acct		\$	0.35				
359999	RTP Request for Payment		\$	0.50				
359999	RTP Monthly Maintenance		\$	0.00				
251110	AVS Status per Item		\$	0.00				
251110	AVS Ownership per Item		\$	0.00				
251110	AVS Translated Response MM		\$	0.00				
251110	AVS Translated Tot Mo per Item		\$	0.26				
251110	AVS Basic Monthly Maint	0.91	\$	0.00	\$	-		
251110	AVS Basic per Item		\$	0.30				
	Subtotal Faster Payments				\$	-		
	Zero Balance Accounts							
010020	ZBA Lead	1	\$	10.00	\$	10.00	\$	3,429
010021	ZBA Subsidiary	2	\$	5.00	\$	10.00	\$	3,429
	Subtotal Zero Balance Accounts				\$	20.00	\$	6,857
	Sweep							
450020	Commercial Money Fund Sweep		\$	50.00				
	Subtotal Sweep				\$	-		
	Image Services							
151351	SP Cks Pd per item Stored	625	\$	0.01	\$	6.25	\$	2,143



Account Analysis & Billing

NOTE: Historical 12 month average used for volumes of existing services

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit Price</u>		<u>Total Price</u>	<u>Collected Balance Required</u>
151351	Dep Itms Img per Item Stored	0	\$	0.01	\$	-	
151352	SP Short Term Imgs Retrieved	1	\$	1.00	\$	1.00	\$ 343
	Subtotal Image Services				\$	7.25	\$ 2,486
	Lockbox						
050000	WLBX Monthly Maint-St Louis		\$	0.00			
050000	For First 1 Per Acct	1	\$	150.00	\$	150.00	\$ 51,429
050000	For Over 1 Per Acct		\$	100.00	\$	-	
050300	WLBX Deposit-St Louis	22	\$	0.75	\$	16.50	\$ 5,657
050100	WLBX per Item-St Louis	3,236	\$	0.32	\$	1,035.52	\$ 355,035
050122	WLBX OCR Item- St Louis	2,934	\$	0.22	\$	645.48	\$ 221,307
050103	WLBX Multi Payment-St Louis	497	\$	0.10	\$	49.70	\$ 17,040
05011M	WLBX Corr-Only Item-St Louis		\$	0.35	\$	-	
05011R	WLBX Image Check/Coupon-St Lou	6,170	\$	0.03	\$	185.10	\$ 63,463
05011R	WLBX Image Document-St Louis	10,115	\$	0.05	\$	505.75	\$ 173,400
050125	WLBX Data Keystroke-St Loui	33,100	\$	0.01	\$	331.00	\$ 113,486
050121	WLBX MICR Capture-St Louis	6,170	\$	0.03	\$	185.10	\$ 63,463
050410	WLBX Mailout-St Louis		\$	0.15	\$	-	
05011I	WLBX Manual Mail - St Louis		\$	10.00			
050105	WLBX Foreign Check-St L		\$	7.50			
05013B	WLBX Cash Processing-St Lou	1	\$	10.00	\$	10.00	\$ 3,429
050135	WLBX POS/Neg File-St Louis	1	\$	200.00	\$	200.00	\$ 68,571
050401	WLBX Transmission-St Louis		\$	0.00			
050401	For First 1 Per Acct	1	\$	120.00	\$	120.00	\$ 41,143
050401	For Over 1 Per Acct		\$	50.00	\$	-	
05011R	WLBX 7-10 Yr Arch Itm-St Louis	16,355	\$	0.04	\$	654.20	\$ 224,297
05011R	WLBX Image CD/DVD Charge-St Lo	1	\$	70.00	\$	70.00	\$ 24,000
050420	WLBX Image Transmission-St Lou		\$	0.00			
050420	For First 1 Per Acct		\$	200.00	\$	-	
050420	For Over 1 Per Acct		\$	50.00	\$	-	
05011R	WLBX Image Tran Ck/Coupn-St Lo		\$	0.03	\$	-	
05011R	WLBX Image Tran Document-St Lo		\$	0.07	\$	-	
05021Q	WLBX Web Decisioning Maint-StL		\$	150.00	\$	-	
05021Q	WLBX Web Decisioning Item-StL		\$	0.55			
050131	WLBX Payees 8 to 15-St Loui		\$	65.00			
050131	WLBX Payees 16 to 25-St Lou		\$	115.00			
050131	WLBX Payees 26 T0 50-St Lou		\$	165.00			
050131	WLBX Accept All Payees-StL		\$	300.00			
050500	WLBX Unproc/Reject Item-St Lou	5	\$	0.90	\$	4.50	\$ 1,543
05011R	WLBX Image Monthly-St Louis	1	\$	0.00	\$	-	
100214	Lockbox Deposited Item	6,240	\$	0.02	\$	124.80	\$ 42,789
	Subtotal Lockbox				\$	4,287.65	\$ 1,470,051

Check Payables

April 2024



Account Analysis & Billing

NOTE: Historical 12 month average used for volumes of existing services

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
300000	Check Payables Monthly Maint		\$	0.00		
300000	For First 1		\$	150.00		
300000	For Over 1		\$	65.00		
151810	Check Payables Check Payment		\$	0.00		
151810	If 1 - 3000		\$	0.35		
151810	If 3001 - 25000		\$	0.35		
151810	If 25001 - 50000		\$	0.35		
151810	If 50001 - 100000		\$	0.30		
151810	If Over 100000		\$	0.25		
151830	Check Payables Check Addl Page		\$	0.30		
151810	Check Payables Envelopes		\$	0.035		
151850	Check Payables Postage		\$	0.537		
151850	Chk Pay Additional Postage		\$	1.00		
151860	Check Payables Exp Mail		\$	8.00		
300100	Check Payables Transmission		\$	5.00		
150040	SPT Chk Payables Monthly Maint		\$	50.00		
151810	SPT Chk Payables Per Check		\$	0.00		
151810	If 1 - 100 Per Acct		\$	0.60		
151810	If 101 - 500 Per Acct		\$	0.60		
151810	If 501 - 1000 Per Acct		\$	0.60		
151810	If Over 1000 Per Acct		\$	0.60		
20020B	MyEasyView Monthly Maintenance		\$	20.00		
20020B	MyEasyView Per Item		\$	0.02		
	Subtotal Check Payables		\$		-	
	ACH Services					
250000	ACH Monthly Maintenance		\$	25.00	\$ -	
250120	ACH Originated Addenda Item	24.66	\$	0.02	\$ 0.49	\$ 169
250501	ACH Process Run		\$	3.00	\$ -	
250102	ACH Orig Transit Item		\$	0.00		
250102	If 1 - 10000 Per Acct		\$	0.03		
250102	If Over 10000 Per Acct		\$	0.03		
250102	ACH Originated On-US Item		\$	0.00		
250102	If 1 - 10000 Per Acct		\$	0.03		
250102	If Over 10000 Per Acct		\$	0.03		
250202	ACH Received Item	483.15	\$	0.05	\$ 24.16	\$ 8,283
250220	ACH Received Addenda Item	223.16	\$	0.02	\$ 4.46	\$ 1,530
251050	ACH Block Mthly Maint-per Acct	2	\$	10.00	\$ 20.00	\$ 6,857
251050	ACH Filter Mthly Maint		\$	10.00		
250300	Unauth ACH Return - per Item		\$	8.75		
250302	ACH Return-per Item		\$	3.00		
251070	ACH Notification of Change		\$	2.00		
250640	ACH Item Adjustment Request	0.08	\$	10.00	\$ 0.80	\$ 274
250641	ACH Batch Adjustment Request		\$	10.00		
250641	ACH Letter of Indemnity		\$	10.00		



Account Analysis & Billing

NOTE: Historical 12 month average used for volumes of existing services

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit Price</u>		<u>Total Price</u>	<u>Collected Balance Required</u>
250102	Same Day ACH Orig Transit Item		\$	0.50			
250642	ACH File Adjustment Request		\$	10.00			
259999	SDA Special Processing		\$	200.00			
250102	SP ACH On-US Item	677.25	\$	0.03	\$	20.32	\$ 6,966
250102	SP ACH Transit Item	8,744.24	\$	0.03	\$	262.33	\$ 89,941
250102	SinglePoint SDA Transit Item		\$	0.50			
250505	SP ACH Process Run	25.57	\$	3.00	\$	76.71	\$ 26,301
250302	SP ACH Rtn Item	34.16	\$	3.00	\$	102.48	\$ 35,136
250300	SP Unauth ACH Ret - per Item	0.16	\$	8.75	\$	1.40	\$ 480
251070	SP ACH NOC Item	7	\$	2.00	\$	14.00	\$ 4,800
	Subtotal ACH Services				\$	527.15	\$ 180,737
	Branch Coin/Currency Services						
10001Z	Cash Deposited-per \$100	255.83	\$	0.12	\$	30.70	\$ 10,526
100011	Coin Deposited-per Roll		\$	0.20			
100012	Loose Mixed Coin Dep-per Bag		\$	12.00			
100014	Fed Ready Coin Dep-per Bag		\$	4.00			
100000	Branch Deposit Processing Fee	15.66	\$	1.00	\$	15.66	\$ 5,369
109999	Night Dep Processing-per Dep	4.83	\$	1.00	\$	4.83	\$ 1,656
100501	Cash Deposit Adjustment Fee		\$	9.00			
100003	Non-compliant BCF deposit fee	1.5	\$	15.00	\$	22.50	\$ 7,714
10004A	Currency Ordered-per Strap	0.33	\$	0.85	\$	0.28	\$ 96
100048	Loose Currency Ordered/\$100	1.66	\$	0.25	\$	0.42	\$ 142
100044	Coin Rolls Ordered-per Roll	0.83	\$	0.25	\$	0.21	\$ 71
100046	Coin Rolls Ordered-per Box		\$	8.00			
100047	Loose Coin Ordered-per Bag		\$	14.00			
100040	Standard Chng Order-per Order	0.82	\$	9.00	\$	7.38	\$ 2,530
	Subtotal Branch Coin/Currency Services				\$	81.97	\$ 28,105
	CVS Coin/Currency						
100114	Cash Dep-per \$100	1,945.91	\$	0.085	\$	165.40	\$ 56,709
100100	Cash Vault Deposit	32.5	\$	0.40	\$	13.00	\$ 4,457
100113	Coin Bag Deposited		\$	3.50			
100111	Loose Coin Deposit	0.16	\$	5.00	\$	0.80	\$ 274
100501	Cash Dep Adjustment	0.41	\$	8.50	\$	3.49	\$ 1,195
100144	Individual Coin Roll		\$	0.22			
100146	Box Coin Ordered		\$	7.25			
10014A	Curr Order per Strap		\$	0.80			
100141	Std Cash Orders		\$	7.25			
100141	Non Std Cash Orders		\$	9.25			
100724	Special Vault Rpts		\$	25.00			
	Subtotal CVS Coin/Currency				\$	182.69	\$ 62,636



Account Analysis & Billing

NOTE: Historical 12 month average used for volumes of existing services

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit Price</u>		<u>Total Price</u>	<u>Collected Balance Required</u>
VantagePoint							
40005Z	VP Monthly Maint - per Acct		\$	0.00			
40005Z	For First 1	1	\$	125.00	\$	125.00	\$ 42,857
40005Z	For Over 1		\$	50.00	\$	-	
410000	Data Normalization - per Item	10,852.50	\$	0.01	\$	108.53	\$ 37,209
400110	VP Data Trans - per Trans	19.25	\$	5.00	\$	96.25	\$ 33,000
	Subtotal VantagePoint				\$	329.78	\$ 113,066
InTrader							
450110	Clearance vs Pmt-Fed Reserve	1.33	\$	40.00	\$	53.20	\$ 18,240
450000	Safekeeping Acct Maintenance	1	\$	20.00	\$	20.00	\$ 6,857
450140	SKG Receipts-Govts/Equities	65.08	\$	2.00	\$	130.16	\$ 44,626
459999	Miscellaneous Fees	166.66	\$	0.01	\$	1.67	\$ 571
	Subtotal InTrader				\$	205.03	\$ 70,295
Electronic Deposit Services							
101300	EDM Monthly Maint - per Acct		\$	0.00			
101300	For First 1	1	\$	40.00	\$	40.00	\$ 13,714
101300	For Over 1		\$	15.00	\$	-	
101300	Web Monthly Maint - per Wrkstn		\$	0.00			
101300	If 1 - 10	1.08	\$	16.00	\$	17.28	\$ 5,925
101300	If 11 - 50		\$	16.00	\$	-	
101300	If Over 50		\$	16.00	\$	-	
109999	Deposit Credit	20.83	\$	0.75	\$	15.62	\$ 5,356
101311	Image Check Item - On-Us	218.66	\$	0.06	\$	13.12	\$ 4,498
101310	Image Check Item - Transit	2,863.33	\$	0.06	\$	171.80	\$ 58,903
151352	Image Retrieval - per Item	0.91	\$	0.25	\$	0.23	\$ 78
101311	Image Cash Letter Item - On-Us		\$	0.05			
101310	Image Cash Letter Item-Transit		\$	0.00			
101310	If 1 - 10000 Per Acct		\$	0.06			
101310	If 10001 - 25000 Per Acct		\$	0.06			
101310	If 25001 - 100000 Per Acct		\$	0.06			
101310	If Over 100000 Per Acct		\$	0.06			
010101	Image Cash Letter Deposit Fee		\$	0.75			
100230	Admin Return/Rejected Item		\$	8.00			
101324	Image Cash Letter Transmission		\$	0.00			
101324	For First 1		\$	100.00			
101324	For Over 1		\$	0.00			
101300	ICL Monthly Maintenance		\$	0.00			
101300	For First 1		\$	125.00			
101300	For Over 1		\$	50.00			
	Subtotal Electronic Deposit				\$	258.05	\$ 88,474



Account Analysis & Billing

NOTE: Historical 12 month average used for volumes of existing services

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
E-Lockbox					
310104	E-LOCKBOX Maintenance		\$ 0.00		
310104	For First 1	1	\$ 175.00	\$ 175.00	\$ 60,000
310104	For Over 1		\$ 50.00	\$ -	
250202	ELBX Electronic Pymt RB Item		\$ 0.00		
250202	If 1 - 4999 Per Acct	4,614.83	\$ 0.12	\$ 553.78	\$ 189,867
250202	If 5000 - 9999 Per Acct		\$ 0.10	\$ -	
250202	If 10000 - 24999 Per Acct		\$ 0.09	\$ -	
250202	If 25000 - 49999 Per Acct		\$ 0.08	\$ -	
250202	If 50000 - 99999 Per Acct		\$ 0.08	\$ -	
250202	If Over 99999 Per Acct		\$ 0.065	\$ -	
250302	E-LOCKBOX Return Item		\$ 3.00		
250302	E-LOCKBOX NOC Item		\$ 3.00		
	Subtotal E-Lockbox			\$ 728.78	\$ 249,867
Miscellaneous Charges					
010630	Audit Confirms	0.08	\$ 0.00	\$ -	
000371	Invoice Fee		\$ 0.00		
	Subtotal Miscellaneous Charges			\$ -	
	Total Service Charges			\$ 8,840.62	\$ 3,031,068
One Time and Annual Charges					
400820	VP Setup - per Customer		\$ 0.00		
101330	Web Client Setup and Training		\$ 0.00		
101333	Digital Chk TS240 x50 Scanner		\$ 950.00		
101333	Digital Chk TS240 x100 Scanner	0.08	\$ 1,150.00	\$ 92.00	\$ 31,543
101333	Digital Check TS240 Warranty	0.08	\$ 100.00	\$ 8.00	\$ 2,743
101330	ICL Impl Fee - Vendor		\$ 0.00		
101330	ICL Implementation Fee		\$ 0.00		
101333	Scanner Replacement		\$ 150.00		
310102	E-LOCKBOX Custom Setup		\$ 0.00		
310100	E-LOCKBOX Setup		\$ 0.00		
159999	Check Filter Setup		\$ 0.00		
200410	Setup Full ARP		\$ 0.00		
151600	Payee Positive Pay Setup		\$ 0.00		
251130	AVS API Onboarding		\$ 0.00		
010702	ZBA Setup		\$ 0.00		
450510	Sweep Setup Fee		\$ 0.00		
050002	WLBX Annual Rental-St Louis	1	\$ 72.00	\$ 72.00	\$ 24,686
050138	WLBX Setup Fee-St Louis		\$ 0.00		
05021Q	WLBX Scannable Setup Fee - StL	1	\$ 0.00	\$ -	
050138	WLBX Trans Setup Fee-St	2	\$ 0.00	\$ -	
151880	SPT Chk Payables Setup Fee		\$ 0.00		



Account Analysis & Billing

NOTE: Historical 12 month average used for volumes of existing services

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
300300	Check Payables Setup Standard		\$ 0.00		
151870	Check Payables Setup Custom		\$ 0.00		
251000	ACH Direct Setup		\$ 0.00		
251055	ACH Filter/Block Setup		\$ 0.00		
Total One Time and Annual Service Charges				\$ 172.00	\$ 58,971

Prices quoted in this proposal are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. Prices quoted are valid for 60 days following customer's receipt, after which they will be subject to change by U.S. Bank. All prices are subject to change, at any time and at Bank's sole discretion, due to changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to U.S. Bank's Services Terms and Conditions, as the same may be amended from time to time.

Branch Cash services availability is subject to change based on client processing requirements and branch capacity. Pricing for Branch Cash Services is subject to change when non-standard processing is requested.

NEW APPLICATION - GOVERNMENT / INSTITUTIONAL

1	COMPANY INFORMATION		
◆ DBA NAME: City of Lees Summit			
CONTACT NAME:			
◆ DBA ADDRESS TYPE:		◆ DBA ADDRESS1 (NO PO BOX):	
DBA ADDRESS 2:			
◆ CITY:		◆ STATE:	◆ ZIP CODE:
◆ DBA PHONE #:		DBA FAX #:	
◆ DATE FOUNDED:		MOBILE PHONE #:	
◆ EMAIL ADDRESS:			
CIP EXEMPTION: Government Services			
2	OTHER ADDRESS (IF DIFFERENT THAN ABOVE)		
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)			
LOCATION NAME:		PHONE #:	
CONTACT:		FAX #:	
ADDRESS:	CITY:	STATE:	ZIP CODE:
STATEMENTS/ RETRIEVALS /CHARGEBACKS			
STATEMENTS: <input type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9		AUTO SEND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)	
RETRIEVALS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO:		OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING	
CHARGEBACKS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO:		OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING	
3	CONTACT INFORMATION (AUTHORIZED REP)		
◆ <input type="checkbox"/> OFFICER <input type="checkbox"/> MANAGER <input type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER:			
◆ FIRST NAME:		MN:	◆ LAST NAME:
◆ TITLE:	◆ US PERSON:	◆ EMAIL ADDRESS:	
▶ CONTACT ADDRESS (NO PO BOX):		▶ ADDRESS TYPE:	
▶ CITY:	▶ STATE:	▶ ZIP CODE:	
▶ DOB:	CONTACT PHONE #:		
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE)			
OTHER COMPANY INFORMATION			
◆ AVERAGE SALE AMOUNT: \$	<input type="checkbox"/> CARD PRESENT 100%	OMNI COMMERCE (MUST TOTAL 100%)	
◆ HIGH SALE AMOUNT: \$	<input type="checkbox"/> CARD NOT PRESENT 100%	CARD PRESENT _____ %	
◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY:	<input type="checkbox"/> INTERNET 100%	CARD NOT PRESENT* _____ %	
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$	<input type="checkbox"/> OMNI COMMERCE	INTERNET* _____ %	
◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$	▶ INTERNET: PRODUCT WEBSITE:		
◆ INDUSTRY TYPE:	▶ INTERNET: "CONTACT US" EMAIL:		
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED:	*CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW		
SPECIAL PROGRAM MCC ONLY:	▶ CUSTOMER SERVICE PHONE #:		
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, # OF DAYS (INCLUDE SHIPPING TIME FRAME)	▶ PREVIOUS PROCESSOR:		
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)			
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	<input type="checkbox"/> APRIL
<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST	<input type="checkbox"/> SEPTEMBER	<input type="checkbox"/> OCTOBER
		<input type="checkbox"/> NOVEMBER	<input type="checkbox"/> DECEMBER
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)			
◆ DEPOSIT BANK NAME:	◆ ABA/ROUTING #:	◆ DDA ACCOUNT #:	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):	ABA/ROUTING #:	DDA ACCOUNT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):	ABA/ROUTING #:	DDA ACCOUNT #:	
FUNDING OPTIONS:	MONTHLY FEE \$	TAPE ID (OPT):	

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT)							PRICING CATEGORY				
<input checked="" type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER (JCB, DI)/ WITH PIN / PINLESS DEBIT <input type="checkbox"/> PIN DEBIT <input type="checkbox"/> PINLESS DEBIT <input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER (JCB, DI) <input type="checkbox"/> VISA CREDIT <input type="checkbox"/> VISA DEBIT <input type="checkbox"/> MC CREDIT <input type="checkbox"/> MC DEBIT <input type="checkbox"/> DISCOVER (JCB, DI) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX <input type="checkbox"/> PIN DEBIT <input type="checkbox"/> PINLESS DEBIT							<input checked="" type="checkbox"/> RETAIL <input checked="" type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> RESTAURANT <input type="checkbox"/> ARU <input type="checkbox"/> LODGING <input checked="" type="checkbox"/> OMNI COMMERCE (TIERED & EICP ONLY) <input type="checkbox"/> SUPERMARKET				
PRICING INFORMATION						FEES					
PRICING PROGRAM: (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI,)		AMERICAN EXPRESS OPT BLUE		PIN//PINLESS DEBIT***		APPLICATION		\$	
		RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING		\$	
TIERED	QUALIFIED	%	\$	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH)		\$	
	MID QUALIFIED	%	\$	%	\$			MONTHLY MINIMUM		\$	
	NON-QUALIFIED	%	\$	%	\$			CHARGEBACK (PER OCCURRENCE)		\$	
	STANDARD	%	\$	%	\$			RETURN ITEM/NSF (PER OCCURRENCE)		\$	
	OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT								OTHER:		\$
	OPT. REWARDS		%	\$					STATEMENT: <input checked="" type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER		\$
	OPT. COMMERCIAL CARD		%	\$					MONTHLY STATEMENT MAILING (PAPER STATEMENTS ONLY)		\$
INTERCHANGE PLUS		0.50 %	\$ 0.20	0.50 %	\$ 0.20	0.50 %	\$ 0.20	RUSH SHIPMENT		\$	
PIN/PINLESS DEBIT ENABLEMENT SERVICE FEE								\$	OTHER:		\$
ENHANCED IC PLUS	CHECK CARD QUALIFIED	%	\$					AUTHORIZATIONS			
	QUALIFIED	%	\$	%	\$	%	\$				
	REWARDS QUALIFIED	%	\$					VISA (PER AUTH)	\$	VOICE - ARU (PER AUTH)	\$ 0.00
	MID QUALIFIED	%	\$	%	\$			MASTERCARD (PER AUTH)	\$	VOICE OPERATOR (PER AUTH)	\$ 0.00
	COMMERCIAL NON-QUALIFIED	%	\$					DISCOVER (PER AUTH)	\$	VOICE - AVS (PER AUTH)	\$ 0.00
	NON-QUALIFIED	%	\$	%	\$			UNIONPAY (PER AUTH)	\$	VOICE BANK REF (PER AUTH)	\$ 0.00
FIXED - PRICING PGM:		%	\$	%	\$			AMEX OPT BLUE (PER AUTH)	\$	AMEX PUBLIC SECTOR (TPSP) (PER AUTH)	\$
<small>*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST. ***THE COST OF ACCEPTANCE FOR PIN/PINLESS DEBIT WILL BE OPTIMIZED WHEN APPLICABLE.</small>							PIN/PINLESS DEBIT (PER AUTH)		\$		
SECURITY PROGRAMS											
SECURITY PROGRAM: PCI Basic				Monthly							
(PCI/SAFE T) PROGRAM DISCOUNTED FEE:				\$ 15			INTERNATIONAL CARD HANDLING FEE (RATE):				
(PCI/SAFE T) PROGRAM STANDARD FEE:				\$ 114.99			(CHARGED ON VISA, MC, DISCOVER, AMEX) 0.60 %				
Please see additional disclosures in the Company Representations and Certification section.							AUTHORIZATION PRICING PROGRAM: 47777 - Elavon Managed Service Fee				
OTHER CARD TYPES EXISTING											
AMEX SE # (10 DIGITS):			PER AUTH: \$		EBT SE # (7 DIGITS):		PER AUTH: \$				
AMERICAN EXPRESS PUBLIC SECTOR (TPSP)											
<input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) AND ACCEPTS <input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) BUT DECLINES ACCEPTANCE											
INDUSTRY TYPE:											
PRICING INFORMATION FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP)											
TIERED	RATE		PER ITEM		ENHANCED IC PLUS	RATE		PER ITEM			
QUALIFIED	%		\$		QUALIFIED	%		\$			
MID QUALIFIED	%		\$		MID QUALIFIED	%		\$			
NON-QUALIFIED	%		\$		NON-QUALIFIED	%		\$			
INTERCHANGE PLUS		%		\$							

POINT OF SALE (EQUIPMENT OR SOFTWARE)													
NETWORK: <input type="checkbox"/> ELAVON <input type="checkbox"/> OTHER							<input type="checkbox"/> A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:						
VAR SERVICE PROVIDER (HOSTED):				VAR (DISTRIBUTED):			VENDOR:			PRODUCT:		VERSION:	
# OF TIDS				TID TYPE OMNI ONLY:			# OF TIDS			TID TYPE OMNI ONLY:			
							PURCHASE/SETUP		SOFTWARE/WIRELESS				
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	TERMINAL ENCRYPT	OWNS	TERMINAL CONNECTION TYPE	REPROG FEE PER UNIT	PRICE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE		
1	Ingenico Desk 3500	D3500		<input type="checkbox"/>	<input type="checkbox"/>		\$	\$ 300	\$	\$	\$		
1	Ingenico Desk 5000	D5000		<input type="checkbox"/>	<input type="checkbox"/>		\$	\$ 450	\$	\$	\$		
1	Ingenico Desk 1500- Pinpad	D1500		<input type="checkbox"/>	<input type="checkbox"/>		\$	\$ 260	\$	\$	\$		
1	Convegre New Gen with Token	TBD		<input type="checkbox"/>	<input type="checkbox"/>		\$	\$ 300	\$	\$	\$		
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$		
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$		
ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. <input checked="" type="checkbox"/> SALES TAX EXEMPT													
<i>Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services. Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Servicer, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.</i>													
ADDITIONAL POS SERVICES:		DESCRIPTION					SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE			
							\$	\$	\$	\$			
							\$	\$	\$	\$			
							SOFTWARE/WIRELESS						
RENTAL EQUIPMENT:		QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	TERMINAL CONNECTION TYPE	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE			
		1	Ingenico Desk 3500	D3500			\$ 10	\$	\$	\$			
		1	Ingenico Desk 5000	D5000			\$ 15	\$	\$	\$			
		1	Ingenico Desk 1500- Pinpad	D1500			\$ 10	\$	\$	\$			
							\$	\$	\$	\$			
							\$	\$	\$	\$			
							\$	\$	\$	\$			
Rentals may result in paying more for the equipment over time as compared to purchasing. Rental equipment may be new or used and is dependent on inventory available at time of order. All used equipment is inspected and refurbished upon return before being re-deployed. Rentals are month to month and may be terminated at any time by Company. Additional provisions around the use of rental equipment can be found in the Equipment Chapter of the Operating Guide: a link to the Operating Guide can be found in Section 4 of this application, below.													
TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)													
<input type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT)			<input type="checkbox"/> QUICK CLOSE			<input type="checkbox"/> STORE AND FORWARD			<input type="checkbox"/> NO SIGNATURE		<input type="checkbox"/> CONTACTLESS (+ NO SIGNATURE)		
<input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT)			TIP FUNCTION (DEFAULT)			<input type="checkbox"/> FINE DINING			<input type="checkbox"/> TAB FUNCTION				
<input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT)			<input type="checkbox"/> QUICK CLOSE										
<input type="checkbox"/> LODGING (QUICK CLOSE DEFAULT)			<input type="checkbox"/> QUICK STAY										
<input type="checkbox"/> SEMI INTEGRATED													
CUSTOM PROMPTS:			<input type="checkbox"/> TERMINAL AUTO CLOSE (RTL, MOTO)			TIME ZONE			<input type="checkbox"/> CASH BACK PIN DEBIT (RTL): \$ (MAX)		<input type="checkbox"/> CUSTOM FOOTER:		
<input type="checkbox"/> NO TIP (REST)			<input type="checkbox"/> NO SERVER PROMPT (REST)			<input type="checkbox"/> CLERK PROMPT (RTL)			<input type="checkbox"/> TIP FUNCTION WAITER (RTL)		<input type="checkbox"/> TIP FUNCTION CASHIER (RTL)		
TRAINING (DEFAULT = TRAINING REQUIRED): <input type="checkbox"/> NO TRAINING													
REPORTING TOOLS													
<input type="checkbox"/> ONLINE CASE MANAGEMENT			▶ MONTHLY FEE \$			▶ SET UP FEE \$			▶ # USERS		▶ SET UP TYPE (CHECK ONE) <input type="checkbox"/> MID <input type="checkbox"/> CHN		
<input type="checkbox"/> ACS			▶ MONTHLY FEE \$			▶ SET UP FEE \$			▶ REMOTE ID				
OTHER VAS													
<input type="checkbox"/> 3D Secure Per Occurrence: \$													

ELECTRONIC CHECK AND ACH PROCESSING AND SERVICE OPTIONS

ANNUAL CHECK VOLUME: \$

MAXIMUM CHECK AMOUNT: \$

AVERAGE CHECK AMOUNT: \$

MONTHLY MINIMUM: \$

ECS- PAPER CHECK CONVERSION**PROCESSING OPTIONS:**

- POP – POINT OF PURCHASE
 ARC – ACCOUNTS RECEIVABLE CONVERSION
 BOC – BACK-OFFICE CONVERSION

SERVICE: **CONVERSION WITH GUARANTEE**

DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____

 CONVERSION WITH VERIFICATION OR **CONVERSION ONLY**

PER TRANSACTION: \$ _____

PER RETURN TRANSACTION: \$ _____

ACH ECHECK – CARD NOT PRESENT (CNP)**PROCESSING OPTIONS:**

- CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP
 INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID)
 WEB – INTERNET INITIATED ENTRIES
 TEL/IVR – TELEPHONE INITIATED ENTRIES
 PPD – PREARRANGED PAYMENT ENTRIES
 CCD – CORPORATE TO CORPORATE ENTRIES

*CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP***SERVICE:** **ACH-ECHECK WITH VERIFICATION**

PER TRANSACTION: \$ _____

PER RETURN TRANSACTION: \$ _____

 ACH-ECHECK CONVERSION ONLY

PER TRANSACTION: \$ _____

PER RETURN TRANSACTION: \$ _____

Other ECS Check Conversion Service Requests

-
- PROMPTS FOR DRIVER'S LICENSE NUMBER, STATE OF LICENSE ISSUANCE AND TELEPHONE NUMBER (REQUIRED FOR GUARANTEE SERVICE)

ACH-Echeck Questionnaire

1. What types of payments will you accept using ACH-Echeck (e.g., utility bill payments, monthly rent payments, monthly billing for general services)?
2. Will you obtain authorization from your customers prior to accepting an ACH entry in accordance with the ECS MOG (e.g., orally via telephone for tel/ivr, or in writing for ppd)?
 Yes No
3. Will you verify and authenticate the identity of your customers in accordance with the ECS MOG prior to initiating ACH entries for those customers (e.g., by obtaining a customer's name, address and telephone number or using a database to verify the accuracy of the information provided by customer)? Yes No
4. Will you offer ACH-Echeck to existing or new customers? Existing New
5. Will you maintain and disclose to your customers procedures for cancelling an authorization? Yes No
6. Will you ensure that information regarding each transaction authorization entered by a customer and/or your service representative is accurate and not a duplicate transaction?
 Yes No

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)

CONVENIENCE FEE SERVICES PROGRAMS

CONVENIENCE FEE FUNDING MODEL (CHECK ONE):

- COMPANY MANAGED CONVENIENCE FEE¹
- ELAVON MANAGED CONVENIENCE FEE²
- PARTNER MANAGED CONVENIENCE FEE³

PAYMENT TRANSACTION TYPES

- CREDIT (CHECK ALL THAT APPLY):
- VISA MASTERCARD DISCOVER AMERICAN EXPRESS PS
- SIGNATURE DEBIT (CHECK ALL THAT APPLY):
- VISA MASTERCARD DISCOVER
- PIN-BASED DEBIT PINLESS DEBIT
- ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

- PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):
- COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER
- OTHER:

CONVENIENCE FEE PRICING:

CONVENIENCE FLAT FEE AMOUNT: \$

CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)

IMPLEMENTATION FEE (IF APPLICABLE): \$

GPISF SERVICES PROGRAMS

(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

- COMPANY-MANAGED SERVICE FEE⁴
- COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS⁵
- ELAVON-MANAGED SERVICE FEE⁶
- PARTNER MANAGED SERVICE FEE⁷

CARD ACCEPTANCE (CHECK ALL THAT APPLY):

- POINT OF SALE INTERNET
- IVR OTHER:

GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

- MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM
- VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM
- AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM
- DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM

TRANSACTION TYPES:

- FEDERAL INCOME TAX BUSINESS TAX
- GOVERNMENT FEES OTHER TAX
- STATE INCOME TAX TUITION
- REAL ESTATE PROPERTY TAX OTHER EDUCATION EXPENSES

PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS) (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):

- CREDIT – (CHECK ALL THAT APPLY):
- VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
- MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
- DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)
- AMERICAN EXPRESS PS – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9311, 9399, 9222
- SIGNATURE DEBIT – (CHECK ALL THAT APPLY):
- VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
- MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
- DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)

- ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

- PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):
- SERVICE FEE TERMINAL
- COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER
- SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED)
- OTHER:

GPISF PRICING:

SERVICE FEE AMOUNT: 2.25 % OR \$

ACH (VIA ELECTRONIC CHECK SERVICES): \$

IMPLEMENTATION FEE (IF APPLICABLE): \$

¹ "Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

² "Elavon-Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

³ "Partner-Managed" Convenience Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

⁴ "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

⁵ "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

⁶ "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

⁷ "Partner-Managed" Service Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9

GOVERNMENT
 OTHER

◆ LEGAL BUSINESS NAME*: City of Lees Summit

*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

◆ LEGAL BUSINESS ADDRESS (NO PO BOX): 220 SE Green St

▶TIN (EMPLOYER ID #): 446000208

◆ CITY: Lees Summit

◆ STATE: MO

◆ ZIP CODE: 64086

OR

▶TIN (SOCIAL SECURITY #):

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COMPANY REPRESENTATIONS AND CERTIFICATIONS

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.mypaymentsinsider.com/api/file/c/Terms_of_Service_English and https://www.mypaymentsinsider.com/api/file/c/Operating_Guide_English, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website, please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

PCI Compliance, PCI/SafeT Program Fees. All companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly (PCI/Safe-T) Program Standard Fee is disclosed in the Fee section of this Application. For clarity, if Company has selected a Safe-T solution, the fee for PCI DSS compliance is included within the (PCI/Safe-T) Program Standard Fee. For ninety (90) days following account approval, Company will be charged the (PCI/SafeT) Program Discounted Fee disclosed in the Fee section of this Application. If Company validates its initial PCI DSS compliance within ninety (90) days after account approval, it will continue to be eligible for the (PCI/SafeT) Program Discounted Fee for the 12 months starting with the month in which it provides validation (e.g., if Company validates compliance in March, it will pay the discounted fee from March through February of the following year). If Company does not validate its initial PCI DSS Compliance within ninety (90) days following account approval, then Company will be required to pay the full, undiscounted (PCI/SafeT) Program Standard Fee until Company validates its annual PCI DSS compliance.

For any time after the ninety (90) days following account approval, if Company validates PCI DSS by the 25th day of a month, Company will be eligible for the (PCI/SafeT) Program Discounted Fee for the 12 months starting with the month of validation (e.g., if Company validates compliance by the 25th of March, it will pay the discounted fee from March through February of the following year). Following the end of each annual PCI DSS compliance validation period, Company will have to the 25th of the following month to validate compliance or Company will be required to pay the full, undiscounted monthly (PCI/SafeT) Program Standard Fee until Company again validates compliance.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

A PIN/PINLess Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN/PINLess Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.

◆ SIGNATURE: X	◆ PRINTED NAME:	◆ TITLE:	◆ DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

SUBMITTED BY (INTERNAL USE ONLY)

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.

SALES REP SIGNATURE: X	◆ PRINTED NAME:	◆ REP ID #:	◆ DATE:
◆ REP PHONE #:	◆ REP EMAIL:	◆ SECONDARY REP ID #:	

ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

The following provisions hereby replace the like-numbered provisions of the Terms of Service (“TOS”) or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement or the Operating Guide.

- 1) **Section 4.1 Security Interests** is deleted.
- 2) **Section 5.1 Term is deleted and replaced with the following:**

“**Term.** Unless terminated as provided below, the Agreement will remain in effect for a period of three years (“**Initial Term**”) following the date of acceptance of the Company Application by Elavon, which date will be the date upon which the Agreement becomes effective. Thereafter, the Agreement will renew automatically for successive one month terms (successive six month terms with respect to Canada) (“**Renewal Term**”) unless terminated as provided below. If Company processes Transactions beyond the Initial Term or Renewal Term, then the terms of the Agreement will govern such Transaction processing.”
- 3) **Section 5.2(a)** is revised to add the following:

“(iv) Company may terminate the Agreement on 60 days’ prior written notice to Elavon if sufficient legislative appropriation is not available.”
- 4) **Section 5.2(b)** is deleted and replaced with the following:

“**By Elavon.** Elavon may terminate the Agreement immediately in writing if any of the following occur:

 - (i) A material adverse change in Company’s financial condition;
 - (ii) The commencement of a Bankruptcy Proceeding by or against Company;
 - (iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;
 - (iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;
 - (v) Assignment of the Agreement or change of control of Company without Elavon’s written consent;
 - (vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company’s property in Elavon’s possession;
 - (vii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company’s violation of Elavon’s underwriting policy; or
 - (viii) If, after Elavon provides 30 days’ written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company’s Transactions or returns in excess of 2.5% of the gross dollar amount of Company’s Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.”
- 5) **Section 7.1.** Only if Company elects and is approved for the invoice fee collection model, then the second sentence of Section 7.1 of the Agreement is deleted and replaced with the following:

“Such fees will be calculated once each month for the previous month’s activity. Elavon will send Company an invoice reflecting the fees due, which Company will pay within 30 days of the invoice date. In addition to all other available remedies, Elavon may offset any outstanding or uncollected amounts that are more than 90 days past due from (i) any amounts it would otherwise be obligated to deposit into the DDA and (ii) any other amounts Elavon may owe Company under the Agreement.”
- 6) **Section 7.2 Change of Fees** is deleted and replaced with the following:

“**Change of Fees.** Elavon will not amend the fees for the Services for the Initial Term except to pass through to Company increases in interchange, assessments or charges, or increased or new fees imposed by a third party (including a Payment Network).”
- 7) **Section 7.3(b)** is deleted and replaced with the following:

“(b) Elavon will charge interest on all uncollected amounts owed to Elavon: (i) as provided in the applicable jurisdiction’s prompt payment act; or (ii) if no such statute applies, then on amounts more than 30 days past due at a rate no greater than the maximum rate of interest permitted under Laws.”
- 8) **Section 7.4 Taxes** is deleted and replaced with the following:

“**Taxes.** If applicable, Company will pay all taxes and other charges imposed by any governmental authority on the Services and Equipment provided under the Agreement, excluding any taxes based on Elavon’s property or net income. If Company is a tax-exempt entity, Company will provide Elavon with an appropriate certificate of tax exemption.”
- 9) **Section 9.1(b) Disclosure of Confidential Information** is revised to add after the last sentence as follows:

“If Company is subject to an open or public records law, Elavon will comply with the applicable requirements and provide Company with reasonable assistance and information when necessary to enable Company to comply with its disclosure requirements; provided, that Elavon will not be required to disclose information that is not subject to disclosure under applicable Law.”

10) **Section 10.1 Audit** is deleted and replaced with the following:

“**Audit.** If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company’s actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company’s operations and records to confirm Company’s compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon’s expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company’s business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company’s business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company’s compliance with Section 8.1.”

11) **Section 10.2(b) Financial Information** is deleted and replaced with the following:

“**Financial Information.** At Elavon’s request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time.”

12) **Section 13 Indemnification** is deleted and replaced with the following four sections:

“**13(a). Company Responsibilities.** As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of goods or services resulting in a Transaction processed under the Agreement; (ii) Company’s breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon’s third-party contractors; (iv) Company’s or its Service Providers’ gross negligence or willful misconduct; (v) Company’s or its Service Providers’ violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

13(b). Elavon Responsibilities. In addition to Elavon’s obligations in Section 13(c), Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) Elavon’s breach of the Agreement; (ii) Elavon’s or its third party contractors’ gross negligence or willful misconduct; (iii) Elavon’s or its third party contractors’ violation of applicable Laws or Payment Network Regulations; (iv) Elavon’s alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company’s use thereof; or (v) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.

13(c). Infringement Claims.

(i) Elavon will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing, arising out of Elavon’s alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company’s use thereof (an “Infringement Claim”).

(ii) If any part of the Services or the use of the Services becomes, or in Elavon’s opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company’s use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company’s business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.

(iii) Elavon will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (3) any hardware, devices, software, services or other resources not provided by Elavon, (4) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (5) modification or alteration of the Services by anyone other than Elavon without Elavon’s prior written consent, (6) Company’s goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.

- (iv) THIS SECTION 13(c) SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.”

13(d). Procedure.

- (i) If an Infringement Claim is subject to Elavon’s obligations in Section 13(c) of the Agreement, Company will:
- (1) Provide Elavon prompt notice of the Infringement Claim (provided that any delay in notification will not relieve Elavon of its obligations under this Section 13(d) except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);
 - (2) Subject to Section 13(d)(ii), give Elavon the right to exercise exclusive control over the preparation and defense of the Infringement Claim; and
 - (3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as Elavon may reasonably request, at Elavon’s expense. Elavon will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company’s prior written consent.
- (ii) Company may join in the defense, with its own counsel, at its own expense.”
- 13) **Section 16 Personal Guaranty** is deleted.
- 14) **Section 18.2 Jurisdiction and Venue; Governing Law** is deleted.
- 15) **Section 18.3 Exclusivity** is deleted.
- 16) **Section 18.5 Assignability** is deleted and replaced with the following:
“**Assignability.** Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without Elavon’s prior written consent. If Company nevertheless assigns the Agreement without Elavon’s consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon’s stock or assets.”
- 17) **Section 18.6 Arbitration** is deleted.
- 18) **Section 18.9 Attorney’s Fees and Expenses** is deleted.
- 19) **Section 18.12 Amendments** is deleted and replaced with the following:
“**Amendments.** Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided.”
- 20) **Schedule A, Section 1.8 Title; Quiet Enjoyment** is deleted and replaced with the following:
“**Title; Quiet Enjoyment.** Lessor will at all times retain title to the Leased Equipment. All documents of title and evidence of delivery will be delivered to Lessor. Lessee hereby authorizes Lessor, at Lessee’s expense, to cause the lease or any statement or other instrument in respect to the lease showing the interest of Lessor in the Leased Equipment including Uniform Commercial Code Financing Statements, to be filed or recorded and/or refiled and rerecorded, and grants Lessor the right to execute Lessee’s name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee will at its expense, protect and defend Lessor’s title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever and, will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for Lessor, such estoppel certificates, landlord’s or mortgagees’ waiver or other similar documents as Lessor may reasonably request. Provided Lessee is not in default hereunder, Lessee will quietly use and enjoy the Leased Equipment subject to the terms hereof.”
- 21) **Schedule A, Section 1.10 Net Lease; Taxes** is deleted and replaced with the following:
“**Net Lease; Taxes.** Lessee intends the rental payments hereunder to be net to Lessor, and Lessee agrees to pay any applicable sales, use, excise, personal equipment, stamp, documentary and ad valorem taxes, license and registration fees, assessment, fines, penalties and similar charges imposed on the ownership, possession or use of the Leased Equipment during the term of the lease. Lessee will pay all applicable taxes (except Lessor’s federal or state net income taxes) which may be imposed on Lessor or Lessee with respect to the lease payments hereunder or the ownership of the Leased Equipment. Lessee will pay as additional rent, any applicable taxes documented as paid or advanced by Lessor on behalf of Lessee. Lessee agrees that the reimbursement of equipment tax calculation is based on an average tax rate. Unless otherwise agreed to in writing, Lessee will file personal equipment tax returns with respect to the Leased Equipment.”
- 22) **Schedule A, Section 1.11 Indemnity** is deleted and replaced with the following:
“**Responsibility of Lessor.** As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation,

control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease.”

23) **Schedule A, Section 1.16 Remedies** is deleted and replaced with the following:

“**Remedies.** If an Event of Default will occur, Lessor may, at its option, at any time (i) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments and late charges, taxes, and other fees, plus the Loss Amount; provided, however, that if an Event of Default will occur as described in Section 1.15(iv) through (vi) above, Lessor without any notice or action will be deemed to have made such a declaration; (ii) automatically charge the DDA for all money amounts owed; (iii) to the extent permitted by applicable Law, without demand or legal process, enter into the premises where the Leased Equipment may be found and take possession of and remove the Leased Equipment, without liability for such retaking; (iv) Lessor may hold, sell or otherwise dispose of any such Leased Equipment at a private or public sale; or (v) exercise any other remedies available under applicable Law. If Lessor takes possession of the Leased Equipment, Lessor will give Lessee credit for any sums received by Lessor from the sale or rental of the Leased Equipment after deduction of the expenses of sale or rental and Lessee will remain liable to Lessor for any deficiency. Notwithstanding the foregoing, to the extent any software included with the Leased Equipment is nontransferable or its transfer restricted, Lessee agrees that Lessor and/or the licensor of such software will have no duty to remarket or otherwise mitigate any damages relating to such software.

Lessee will also be responsible for all expenses incurred by Lessor in connection with the enforcement of any of Lessor’s remedies including all expenses of repossessing, storing, shipping, repairing and selling the Leased Equipment. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and, owing to such difficulty, agree that the provisions of this Section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by Law, and may, to the extent permitted by Law, be exercised concurrently or separately. The exercise of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy will operate as a waiver thereof or modify the terms of the lease.”

24) **Schedule A, Section 1.19 Miscellaneous** is deleted and replaced with the following:

“**Miscellaneous.** If Lessee fails to pay any rent or other amount required herein to be paid to Lessor within five (5) days of when due, Lessee agrees to pay Lessor, in addition to the payment, a late charge of 15% of the amount past due (but at least \$7.50) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. Payments are applied to late fees and service charges first and then to the lease obligation. Amounts will be payable in addition to all amounts payable by Lessee to Lessor as a result of exercise of any of the remedies herein provided. If Lessee requests any services not provided for herein, Lessee agrees to pay an applicable fee for delivery of such services. Lessee will inform Lessor of any change in Lessee’s name, address, billing address, telephone numbers, location of the Leased Equipment, or DDA. If Lessee fails to comply with any provision of the lease, Lessor will have the right, but not be obligated, to affect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, will be deemed to be additional rental, and will be paid by Lessee at the time of the next monthly payment of rent. All notices under the lease will be sufficient if given personally or mailed postage prepaid to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. The lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties hereto. Time is of the essence of the lease. Lessor and Lessee intend the lease to be a valid and subsisting legal instrument, and agree that no provision of the lease that may be deemed unenforceable will in any way invalidate any other provision or provisions of the lease, all of which will remain in full force and effect. The lease will be binding when accepted in writing by Lessor and will be governed by the laws of the state where the Leased Equipment is located.”

25) **Schedule A, Section 1.20 Important Information about Credit Reporting** is deleted.

26) **Schedule A, Section 2.6 Title; Quiet Enjoyment** is deleted and replaced with the following:

“**Title; Quiet Enjoyment.** Lessor will at all times retain title to the Leased Equipment. Lessor may at Lessee’s expense, cause the lease or any document, statement or other instrument in respect to the lease showing Lessor’s interest in the Leased Equipment, including without limitation Personal Property Security Act or Civil Code of Quebec financing statements, to be filed, registered or recorded, or refiled, reregistered and rerecorded, as applicable. Lessee waives the right, where permitted by law, to receive a copy of any financing statement, financing change statement or verification statement. Lessee agrees to execute and deliver any document, statement or instrument requested by Lessor for such purpose, and agrees to reimburse Lessor for any expense arising therefrom. Lessee will at Lessee’s expense protect and defend Lessor’s title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever, and will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for and deliver to Lessor, such estoppel certificates, landlord’s or mortgagees’ waiver or other similar documents as Lessor may request. Provided Lessee is not in default hereunder, Lessee may quietly use and enjoy the Leased Equipment subject to the terms hereof.”

27) **Schedule A, Section 2.9 Indemnity** is deleted and replaced with the following:

“**Responsibility of Lessor.** As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will

continue in full force and effect notwithstanding the termination of the lease.”

28) **Schedule B, Section 1.5 Personal Guaranty** is deleted.

29) **Schedule B, Section 1.6 Jurisdiction and Venue; Governing Law** is deleted.

30) **Schedule B, Section 1.7 Arbitration** is deleted.

31) **Schedule C, Section 16** is hereby added:

“16. Either Elavon or Company may terminate the ECS services portion of the Agreement at any time upon thirty days’ prior written notice to the other party, and (ii) Elavon may, at its option, transition Company to a new program offered by Elavon that provides services similar to the ECS.”



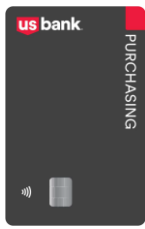
U.S. Bank Higher Education and Public Sector Program Member Application

U.S. Bank Corporate Travel Card



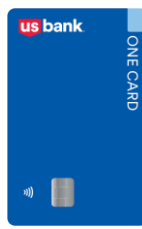
Designed to pay for company travel and entertainment (T&E) expenses such as airline tickets, hotel, card.

U.S. Bank Purchasing Card



Designed to pay for frequently purchased items such as maintenance, repair and operating (MRO) goods.

U.S. Bank One Card



Designed to meet the needs of every company's spending activity – combining the benefits of corporate and purchasing cards in a single card program to manage both T&E and procurement expenses.

U.S. Bank Fleet Card



Designed to pay for motor fuels and other products and services purchased by commercial fleet operations.

Any public school, private school, college, university, institution of higher learning, non-profit organization, foundation, board, school district, local or municipal government or other qualifying group or administrative entity located in the United States, and associated with a Program Member, is eligible for participation in the U.S. Bank Higher Education and Public Sector Program (the "Program"). Each entity that participates in the Program is referred to as a "Program Member".

Please ensure the following materials are included or completed prior to submitting the U.S. Bank Higher Education and Public Sector Program Member Application (the "Application").

ENSURE the Application is complete and accurate:

- Are all sections of the Application complete?
- Is the Application signed?

HELP us speed up the processing of your documents!

Along with this Application, please submit your most recent annual financial statement(s) according to the grid below. If the most recent annual financial statements are more than five (5) months old, please attach the most recent interim financial statements as well.

Note: The Program Member's name on the financial statements must match exactly the Program Member's name on this Application.

Anticipated Monthly Charge Volume	Financial Statements Required?	Years
Less than or equal to \$50,000.00	Yes	1
\$50,000.01 - \$250,000.00	Yes	2
Greater than or equal to \$250,000.01	Yes	3

SUBMIT Proof of Existence:

Before U.S. Bank can open an account for any entity, U.S. Bank must verify the entity's existence. Accordingly, please submit a copy of at least one (1) of the following unexpired documents in order for U.S. Bank to process this Application:

- (1) "certified" articles of incorporation;
- (2) government-issued business license;
- (3) signed partnership agreement or signed limited partnership agreement;
- (4) executed trust instrument;
- (5) signed operating agreement; or
- (6) signed articles of organization or association.

If such documents are unavailable, another document verifying Program Member's proof of existence may be acceptable. U.S. Bank may contact Program Member to verify information or to complete additional documentation.

If you are applying for the Fleet Card products and your organization is **fuel tax exempt**, please provide a copy of your tax certificate.

If you are unsure of your organization's legal name or the signer's title, please verify by calling your Controller's office, or discuss your options with your U.S. Bank Representative. Hand deliver or send completed Applications and financial statements to your U.S. Bank Representative via U.S. mail, express, or courier services to avoid delays and ensure delivery. Please retain a copy of the completed Application and Agreement for your records.

THE FULL AND COMPLETE LEGAL NAME MUST BE INSERTED IN ALL AREAS THAT REQUIRE THE LEGAL NAME. VARIATIONS OR ABBREVIATIONS OF THE LEGAL NAME ON THIS DOCUMENT OR ANY ATTACHED OR ACCOMPANYING DOCUMENTS CANNOT BE ACCEPTED.



U.S. Bank Higher Education and Public Sector Program Member Application

The issuer of U.S. Bank Commercial Cards is U.S. Bank National Association ("U.S. Bank")

Section 1 – Program Member Information

Program Member's Legal Name

Doing Business As ("DBAs"), if any. Please list all DBAs.

Program Member Name to be embossed on card(s) (Limit to 21 letters and spaces.)

Federal Tax ID

Program Member Physical Address (PO Box not acceptable)

City

State

Postal Code

Program Member Contact Name

Contact Title

Contact Phone Number

Contact Fax Number

Email Address (to contact Program Member regarding processing of this application)

Website Address

Net Annual Revenue
\$

Total Annual Budget Less Payroll
\$

Date Program Member's Organization/Entity Established
(mm/dd/yyyy)

Program Member 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

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

If any of the above and non-profit Other _____

Is the Program Member rated by Dun and Bradstreet (D&B)? YES NO If yes, D&B Number: _____

If not rated by D&B, Applications may be expedited by attaching a copy of Program Member's Business License, Certificate of Good Standing, Tax Return or filings with Secretary of State.

Does the Program Member conduct business in a foreign country? YES NO

If yes, list countries and nature of business conducted:

Does the Program Member have an existing relationship with U.S. Bank? YES NO

If yes, what type of relationship:

Authorization and Execution

Program Member certifies to U.S. Bank that the person executing this Application is authorized by Program Member in accordance with its organization rules and applicable law to bind the Program Member to this Application and has the authority to incur debt in the name of the Program Member. Program Member has read, understands, and agrees to this Application and U.S. Bank is entitled to act individually and collectively in reliance upon the authorizations and certifications set forth in this Application.

In witness whereof, Program Member has, by its authorized signer(s), executed this Application and agrees to the attached Agreement.

DATED THIS _____ DAY OF _____, 20____ BY:
(day) (month) (year)

Signature of 1st Authorized Signer

Signature of 2nd Authorized Signer

ONLY if required by Program Member's organizational guidelines)

Printed Name of 1st Authorized Signer

Printed Name of 2nd Authorized Signer

Printed Title of 1st Authorized Signer

Printed Title of 2nd Authorized Signer

Section 2 - Product/Special Product/Optional Feature Selection

The main Products, Corporate Card, Purchasing Card, One Card and Fleet Card, are described in Section 2 of the Agreement and listed below. Select your Product type(s) below and insert anticipated annual charge volumes and number of cardholders for each Product selected.

Product Selection	Anticipated Annual Charge Volume	Number of Cardholders
<input type="checkbox"/> Corporate Card	\$ _____	_____
<input type="checkbox"/> Purchasing Card	\$ _____	_____
<input type="checkbox"/> One Card	\$ _____	_____
<input type="checkbox"/> Fleet Card	\$ _____	_____

Special Products and Optional Features are described in **Schedule 1** of this Application and listed below. Select Special Products or Optional Features below and indicate which main Product(s) the Special Product(s) or Optional Feature(s) are associated with. Insert anticipated annual charge volumes. Please do not select a Product in the Product Association Column if you have not checked the main Product above.

Special Product Selection	Product Association	Anticipated Annual Charge Volume
<input type="checkbox"/> Central Billing Accounts*	<input type="checkbox"/> Corporate Card <input type="checkbox"/> Purchasing Card <input type="checkbox"/> One Card	\$ _____
<input type="checkbox"/> Executive Cards	<input type="checkbox"/> Corporate Card	\$ _____
<input type="checkbox"/> Managed Spend	<input type="checkbox"/> Corporate Card <input type="checkbox"/> Purchasing Card <input type="checkbox"/> One Card	\$ _____

*All Central Billing Accounts (CBAs, CTAs, CPAs, CTSAs and MSCBAs, as defined in Addendum A) are Corporate Liability with Central Billing.

Optional Feature Selection	Product Association
<input type="checkbox"/> Cash Advance/ATM Access	<input type="checkbox"/> Corporate Card <input type="checkbox"/> One Card

Section 3 – Liability Option (Corporate Card Only)

For Corporate Card only, please select the preferred liability option. This selection is subject to approval by U.S. Bank.

Corporate Liability Joint and Several Liability Contingent Liability

Note: Purchasing Cards, One Cards and Fleet Cards are Corporate Liability only. Please do not complete this section unless the Corporate Card is being requested in Section 2 of this Application.

Section 4 – Program Member Logo

Please check the box(es) below to indicate that your logo should be added to Cards. Fees will be assessed at the rate(s) set forth herein and in Section 10 of the Agreement.

Add Program Member's Logo to Cards:

Corporate Card, Purchasing Card or One Card	\$0.00	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Fleet Cards	\$300.00	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Section 5 – Disclosures and Reports

U.S. Bank may share certain information related to Program Member's utilization of U.S. Bank's products and services with the Program sponsors, California State University and the Foundation for California Community Colleges. Such information will only contain cumulative information regarding Participant level usage and spending (but anonymous to the individual cardholder), and U.S. Bank has no obligation to furnish to California State University or the Foundation for California Community Colleges records revealing specific transaction information, user information, or records attributed to a specific card account or user.

FOR U.S. BANK USE ONLY

CPS SALES

TM

BANKER'S EMPLOYEE ID

© 2024 U. S. Bank National Association. All trademarks are the property of their respective owners.

SCHEDULE 1 SPECIAL PRODUCTS AND OPTIONAL FEATURES

As part of the Corporate, Purchasing and One Card programs, the Special Products and Optional Features listed in Section 2 of the Application ("**Special Products and Optional Features**") may also be available to Program Member or Participant, upon approval by U.S. Bank. The terms and conditions shown below apply to the Special Products and Optional Features.

Please check the appropriate checkbox(s), as required, in Section 2 of the Application if Program Member will use Special Products or Optional Features below.

1. **Special Products.** All Special Products are associated with a main product (the Corporate Card, Purchasing Card or One Card) and have the same terms and conditions of the main Product with which they are associated unless otherwise stated herein.
 - a. **U.S. Bank Central Billing Accounts.** Central Billing Accounts are specialized Corporate Liability Accounts designed for use by Program Member or Account holders without the issuance of a plastic Card. Central Billing Accounts include, but are not limited to, "**Central Billing Accounts**", "**Central Travel Accounts**", "**Central Purchasing Accounts**", "**Central Travel System Accounts**" or "**Managed Spend Central Billing Accounts**" ("**CBAs**", "**CTAs**", "**CPAs**", "**CTSAs**" or "**MSCBAs**").
 - b. **U.S. Bank Executive Card.** The U.S. Bank Executive Card is a specialized Corporate Card or One Card that includes a premium package of services for top executives of Program Member. Issuance of Executive Cards is limited to select employees.
 - c. **U.S. Bank Managed Spend Card.** The U.S. Bank Managed Spend Card is a specialized Corporate Liability card designed for use by Program Member or Account holders to charge business related goods and services. Unless requested for a different duration, Managed Spend Cards have a term of twelve (12) to thirty-six (36) months. U.S. Bank also provides Managed Spend Central Billing Accounts, as stated above, which can also be used for business or relocation expenses. Based on the credit worthiness of Program Member or its Account holder, U.S. Bank, at its sole discretion, shall establish a credit limit of no less than five hundred U.S. Dollars (\$500.00).
2. **Optional Features.**
 - a. **Cash Advance.** "**Cash Advance**" means an amount of money advanced, in the form of cash or check, and charged to an Account. U.S. Bank provides access to Cash Advances through owned and participating bank Automated Teller Machines ("**ATM**") and Association member offices. U.S. Bank establishes predetermined Cash Advance limits for Account holders, either as a group or individually. U.S. Bank reserves the right to suspend or terminate Cash Advance access for Account holders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Program Member.
 - b. **Convenience Checks.** "**Convenience Check**" means a draft drawn against an Account by the Account holder for purchases upon approval by U.S. Bank. U.S. Bank can issue Convenience Checks to Account holders, designated by Program Member. Replenishment of Convenience Checks will occur upon request by the Account holder, subject to the Account holder's Account status and cash availability. Convenience Check transactions are posted to the Account holder Statement as a Cash Advance. U.S. Bank reserves the right to suspend or terminate Convenience Check access for Account holders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Program Member. The following limitations apply to Convenience Checks:
 - (i) **Authorization.** There is no authorization process associated with the use of Convenience Checks. At the time of purchase, U.S. Bank is unable to verify the authenticity of the signature on a Convenience Check or the identity of the person signing the Convenience Check. U.S. Bank cannot restrict the use of Convenience Checks to specific Merchant Category Codes.
 - (ii) **Disputes.** Use of Convenience Checks and disputes arising therefrom are not covered by Visa regulations. Other than the fraudulent use of a Convenience Check by an individual other than the Account holder, which is governed by the applicable law pertaining to negotiable instruments, no dispute rights apply to the use of a Convenience Check to make a purchase.
 - (iii) **Returned Checks.** U.S. Bank reserves the right to return a Convenience Check unpaid to the payee if (i) the amount of the Convenience Check exceeds the Account holder's Cash Advance limit or (ii) U.S. Bank determines that honoring the check presents a risk of loss or liability to U.S. Bank or Program Member.
 - (iv) **Limitation of Liability.** U.S. Bank is not liable for any damages resulting from U.S. Bank's refusal to honor a Convenience Check presented for payment.
 - c. **U.S. Bank Expense Management.** "**Expense Management**" means the expense management and reporting solution used to automate the expense management and reporting process. (There is no checkbox associated with or needed for this Optional Feature selection in the Application.)
3. **Special Products and Optional Feature Fees.**

The fees associated with the use of Special Products or Optional Features are set forth on Schedule 2 of this Application.

SCHEDULE 2 COMMERCIAL CARDFEES

The fees listed below apply to Commercial Card Accounts. Failure of U.S. Bank to apply any fee outlined in the 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 Program Member. Fees identified as recurring monthly are billed on the first statement of the month.

FEES	
Description	Amount
Annual Account Fee	\$0.00
Cash Advance Transaction Fee	2.5% (minimum \$2.00)
Convenience Checks	
Transaction fee	2.5% (minimum \$2.00)
Returned check fee	\$15.00
Stop payment fee	\$15.00
Copy fee	\$2.00
Custom Coding (Commercial Payments Manager™ only)	
Standard (completion within 8 weeks)	\$6,000.00
Rush (completion within 4 weeks)	\$8,000.00
Emergency (completion within 1 week)	\$10,000.00
Delinquency Fee	
Corporate Accounts	
Not paid by due date on the entire past due balance	0%
Not paid by each subsequent Billing Cycle on the entire past due balance	2.5% (minimum \$2.00)
Purchase Accounts and One Card Accounts	
Not paid by due date on the entire past due balance	1%
Not paid by each subsequent Billing Cycle on the entire past due balance	2.5% (minimum \$2.00)
Electronic Attachment Utility	\$12.00, annually per Account
Executive Cards	
Up to 1% of Accounts issued	\$0.00
Over 1% of Accounts issued	\$100.00 per Account
Expedited Card Delivery Fee	\$20.00, per delivery
Expense Management Fee	\$40.00 annually, per Account
Foreign Transaction Fee	2.5%
Logo Setup Fee	\$0.00
Non-Sufficient Funds Fee	\$15.00, per occurrence
Statements	
Statement copy fee	\$5.00, per copy
Paper Statement fee	\$5.00, per copy
Draft copy fee	\$5.00, per copy

SCHEDULE 3 FLEET CARD FEES

The fees listed below apply to Fleet Card Accounts. Failure of U.S. Bank to apply any fee outlined in the 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 Program Member. Fees identified as recurring monthly are billed on the first statement of the month.

Fees	
Description	Amount
one time Account set-up fee	\$ 45.00
monthly card fee, 1 - 25 Cards	\$ 2.00
monthly card fee, 26 - 100 Cards	\$ 1.75
monthly card fee, 101 - 200 Cards	\$ 1.50
monthly card fee, more than 200 Cards	\$ 0.00
U.S. Bank Voyager Maintenance Solution service fee	\$ 1.00, per transaction
insufficient funds	\$ 20.00, per occurrence
custom card logo (design provided by Program Member)	\$ 300.00, per design
expedited delivery	\$ 20.00, per occurrence
paper statement or report	\$ 4.95, per copy
returned check	\$ 35.00, per occurrence
stop payment	\$ 20.00, per occurrence
finance charge	percentage of unpaid balance

***Calculation of Finance Charge.** U.S. Bank will calculate the finance charge by multiplying the average daily balance (“**ADB**”) by the applicable annual percentage rate of 21.0% and dividing that number by the number of Billing Cycles in one year. To calculate the ADB, U.S. Bank will add the beginning balance on Program Member’s Account each day to any debits and any new Charges from the date of posting (if the new balance is not received), and subtract any payments or credits, returned check fees, and unpaid finance charges. The result will be the daily balance. U.S. Bank will then add all the daily balances for the Billing Cycle and divide by the total number of days in the Billing Cycle. The result will be the ADB.

The U.S. Bank Higher Education and Public Sector Program Terms and Conditions (the “**Agreement**”) is entered into by U.S. Bank National Association (“**U.S. Bank**”) and the entity signing the U.S. Bank Higher Education and Public Sector Program Member Application (the “**Application**”) as “Program Member” (“**Program Member**”) to participate in the U.S. Bank Higher Education and Public Sector Program (the “**Program**”). The Agreement supersedes any previous and like agreements with Program Member. The Agreement shall become effective upon approval by U.S. Bank of (1) Program Member’s creditworthiness and (2) the Agreement. The “**Effective Date**” of the Agreement shall be the date the Application is signed by Program Member.

PART I. General Terms & Conditions

1. DEFINITIONS. The following definitions apply throughout the Agreement.

“**Account**” means a Commercial Card Account or a Fleet Card Account.

“**Charge**” means any transaction posted to an Account that has a debit value.

“**Commercial Card Account**” means a commercial charge card or account number (other than a Fleet Card Account), regardless of the medium, issued pursuant to the Agreement.

“**Fleet Card Account**” means a U.S. Bank Voyager Fleet Card® or account number, regardless of the medium, issued pursuant to the Agreement.

“**Identification Information**” means legal names, physical street addresses, taxpayer identification numbers, dates of birth or other information or documentation.

“**Intellectual Property**” 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.

“**Obligations**” means all Charges, fees, and any other activity posted to an Account.

“**Participant**” means any entity that Program Member authorizes and U.S. Bank approves for participation in the Program that is a wholly or majority owned or controlled (which is at least 51% or more of voting stock) by Program Member.

“**Statement**” means, with respect to one or more Accounts, a periodic listing of all Obligations.

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

3. SECURITY AND CONFIDENTIALITY.

3.1 Security. “**Secured Information**” means information regarding 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 result in substantial harm to the person or entity that is the 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 substantial harm or inconvenience to Program Member.
- (c) Program Member will safeguard Secured Information provided by U.S. Bank in a manner that is no less stringent than those applicable to Program Member’s own proprietary information.
- (d) At a minimum, Program Member 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; (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, malicious program or mechanism such as a software lock or routine for password checking, central processing unit serial number checking or time dependency.

3.2 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 the 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 the Agreement or any other confidentiality obligations; (iii) is lawfully received on a non-confidential basis from a third party authorized to disclose such information without restriction and without breach of the 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 Program Member 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 Program Member's Confidential Information to the extent necessary to maintain compliance with network rules; or (ii) 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 Program Member, its affiliates, employees, agents or authorized users.
- (iii) Third Parties.** Portions of Program Member's Account and transaction data are captured by third parties, including, but not limited to, third-party service providers, merchants, and merchant processors during the course of normal business operations and the confidentiality provisions of the Agreement do not extend to such third parties.
- (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 the Agreement, or as otherwise expressly permitted by the Agreement.
- (d) Disposition of Confidential Information.** Upon termination of the 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 property of the disclosing party. 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 Program Member of any disclosure of Confidential Information thereunder. Each party must disclose Confidential Information only to the extent required by applicable law.
- (f) Non-Publicity.** Program Member shall not make any case study, testimonial, press release, or other public announcement regarding the Agreement or any activities performed hereunder. Program Member and its affiliates shall obtain the prior written approval of U.S. Bank's Media Relations department for any press release that Program Member 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.

4. DEFAULT.

- 4.1 Event of Default.** Program Member will be in default for: (i) any violation of its obligations set forth in section 3 (Security and Confidentiality) and section 6 (Intellectual Property); (ii) any failure to make a payment on any Account as required under the Agreement; (iii) any default of any other agreement between the parties, Participants, or Program Member's affiliates that has not been cured in the time specified in the applicable agreement; (iv) any representations or warranties that fail to be true and correct at any times during the Agreement; or (v) any violation of any other covenants, conditions, or provisions set forth in the Agreement (each an "Event of Default").
- 4.2 Cure.** Program Member must cure any Event of Default under section 4.1(i)-(ii) within five days of notice of an Event of Default. Program Member must cure any Event of Default under section 4.1(iii)-(iv) within ten days after the notice of an Event of Default. Program Member must cure any Event of Default under section 4.1(v) within 30 days of notice of an Event of Default. If any such cure reasonably requires more than the allotted time, U.S. Bank and Program Member may agree on an alternative plan to cure. Program Member must cure in accordance with such a plan.
- 4.3 Remedies.** In an Event of Default (after the notice and cure period), in addition to any other remedies at equity or law, U.S. Bank may: (i) immediately terminate the Agreement or suspend or cancel any Accounts; (ii) retain and will not be required to pay Program Member any payables pursuant to the Agreement including, but not limited to, any unpaid payables; (iii) accelerate and demand immediate reimbursement, and Program Member must comply with such demand, of any payables previously paid to Program Member pursuant to the Agreement; and (iv) collect on demand, and Program Member must promptly comply with such demand, any amount directly or indirectly related to any Event of 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 4. For the purposes of any Event of Default under section 4.1(ii), the due date on the applicable Statement will constitute notice of Event of Default. If Program Member violates its obligations under section 3 (Security and Confidentiality) or section 6 (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 Program Member's obligations as set forth in section 3 (Security and Confidentiality) or section 6 (Intellectual Property) and because damages resulting from such a breach may be difficult to ascertain. Program Member shall pay U.S. Bank \$100,000.00 for Program Member's violation of its obligations under section 3 (Security and Confidentiality) or section 6 (Intellectual Property). If U.S. Bank determines, in its sole discretion, its harm (including but not limited to actual costs) associated with Program Member's violation of section 3 (Security and Confidentiality) or section 6 (Intellectual Property) exceeds \$100,000.00, Program Member agrees that it will reimburse U.S. Bank for the full amount identified by U.S. Bank.

5. **TERM, TERMINATION AND SUSPENSION.** The Agreement will remain in effect for five years from the Effective Date (the “**Term**”). The Agreement will automatically extend at the end of the Term for successive one-year periods unless either party provides at least 180 days prior written notice of termination prior to expiration of the current one-year period. During the Term or any successive term thereafter neither Program Member nor U.S. Bank may terminate the Agreement, in whole or in part, except by mutual consent or as otherwise provided under the Agreement.
- 5.1 Either party may terminate the Agreement immediately in its entirety or in part by written notice to the other party upon any of the following events: (i) dissolution or liquidation of the other party or the other party’s parent; or (ii) insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of an examiner, receiver, or trustee for benefit of creditors of the other party or parent thereof, or the entering by the other party into any other similar proceeding or arrangement for the general benefit of its creditors.
- 5.2 U.S. Bank may terminate the Agreement by providing ten days prior written notice to Program Member upon any of the following events: (i) Program Member’s merger, amalgamation, sale, or transfer of all or substantially all of its assets that causes a material change to Program Member’s business or financial condition; or (ii) U.S. Bank’s determination the overall relationship is unprofitable.
- 5.3 U.S. Bank may immediately suspend or terminate: (i) any Account if U.S. Bank is unable to verify the identity of an authorized employee, agent, user of the Account or a Participant based on the Identification Information submitted to U.S. Bank or if U.S. Bank is unable to verify providing services to an authorized employee, agent, user of the Account, or a Participant does not pose a risk to U.S. Bank of violating any applicable law, statute or regulation; (ii) the Agreement, in whole or in part, upon Program Member’s failure to comply with section 13 of the Agreement (Compliance with Applicable Statutes and Regulations); or (iii) the Agreement if U.S. Bank, in its sole discretion, determines provision of services under the 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.
- 5.4 U.S. Bank may terminate the Agreement immediately upon written notice to Program Member if there has been no activity on Accounts within 12 months of the Effective Date of the Agreement or for any consecutive 12-month period after the Effective Date of the Agreement.
- 5.5 THE FOLLOWING PROVISIONS SHALL SURVIVE TERMINATION OF THE AGREEMENT: PART I - SECTION 3 (SECURITY AND CONFIDENTIALITY), SECTION 4 (DEFAULT), SECTION 6 (INTELLECTUAL PROPERTY), SECTION 8 (INDEMNIFICATION), SECTION 9 (LIMITATION OF LIABILITY), SECTION 10 (NOTICES), SECTION 12 (GOVERNING LAW), SECTION 23 (SET-OFF), SECTION 24 (CUMULATIVE REMEDIES), AND SECTION 26 (JURY TRIAL WAIVER); PART II - SECTION 3 (BILLING AND PAYMENT), AND SECTION 4 (LIABILITY); PART III - SECTION 3 (BILLING AND PAYMENT), AND SECTION 4 (LIABILITY); PART IV - SECTION 4 (BILLING AND PAYMENT), AND SECTION 5 (LIABILITY); SCHEDULE 2 OF THE APPLICATION (COMMERCIAL CARD FEES); AND SCHEDULE 3 OF THE APPLICATION (FLEET CARD FEES). WITHOUT LIMITING OR AFFECTING THE FOREGOING, ANY PROVISION OF THE AGREEMENT THAT EXPRESSLY OR BY IMPLICATION IS INTENDED TO COME INTO OR CONTINUE IN FORCE ON OR AFTER TERMINATION OF THE AGREEMENT SHALL SURVIVE TERMINATION AND SHALL REMAIN IN FULL FORCE AND EFFECT.
6. **INTELLECTUAL PROPERTY.**
- 6.1 **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 the Agreement, Program Member 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. Program Member is not permitted to change or delete any proprietary notices. Nothing in this provision grants any ownership right to Program Member, U.S. Bank remains the sole owner of any and all its Intellectual Property.
- 6.2 **Use of Name and Marks.** U.S. Bank may use Program Member’s name or marks in presentations, press releases business cases, product brochures, and financial reports to announce the business relationship between the parties.
- 6.3 **Software License.**
- (a) **License Grant.** Subject to Program Member’s compliance with this section 6, U.S. Bank grants Program Member a non-exclusive, non-transferrable license to use and access Accounts on U.S. Bank’s or its third party licensor’s software.
- (b) **Ownership.** U.S. Bank retains all rights, title, and ownership of the Accounts 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 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 6 are reserved by U.S. Bank or its third party licensors.
- (c) **Updates.** U.S. Bank or its third party licensors may, from time to time, provide updates of the software. The updates replace the software initially licensed to Program Member, and do not constitute an additional license to use the software.
- (d) **Restrictions.** Except as otherwise provided in this section 6, Program Member 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 except as provided by U.S. Bank; (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; and (vi) otherwise use the software in any manner that would compete in any way with U.S. Bank’s business.
- (e) **Audit.** Program Member agrees to permit U.S. Bank reasonable access to any records, systems, or operations to ensure that Program Member is in compliance with the license granted in this section 6.
- 6.4 **End User Agreements.** Program Member 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 Program Member.
7. **WARRANTIES.** Each party respectively represents and warrants, at all times during the Agreement, that: (i) the Agreement is valid, binding and enforceable; (ii) execution of the Agreement and the performance of the obligations hereunder are within such party’s powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any material agreement of such party; (iii) execution of the Agreement and the performance of the obligations hereunder will not cause a material breach of any duty arising in law or equity; (iv) the transaction contemplated by the Agreement is within the scope of the normal course of business and does not require further authorization for such party to be bound by the Agreement; (v) each party possesses the financial capacity to perform

all of its obligations under the Agreement; and (vi) each party shall comply with all applicable laws, rules, regulations and requirements of governmental authorities related to the Program. Program Member represents and warrants, at all times during the Agreement, that: (i) the material information provided by Program Member to U.S. Bank is true, complete and accurate; (ii) Program Member will use all Accounts for business purposes only; (iii) Program Member 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 the Agreement including for purposes of obtaining credit reporting agency records; (iv) the consent of no third party, including, without limitation, a lender, is required with respect to the execution of the Agreement, or if any such third party consent or approval is required, Program Member has obtained any and all such consents or approvals; and (v) Program Member will not, in connection with the services contemplated by the 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 Program Member or to any other party, in connection with the Agreement or with respect to software products provided or made available to Program Member for its use by U.S. Bank in connection with the Agreement.**

- 8. INDEMNIFICATION.** Program Member 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 Program Member 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 Program Member, Participant, or any third party; (iii) any gross negligence or intentional act of Program Member, Participant or, including, but not limited to, Program Member's, Participant's or a transmission of incorrect, illegible, duplicate, or fraudulent data to U.S. Bank; or (iv) any Event of Default. U.S. Bank shall notify Program Member of any claim that is asserted and each action or suit that is filed or served, and provide Program Member 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 8, provided, however, that failure to give such notice shall not relieve Program Member of its indemnification obligations. Program Member 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 Program Member or its counsel or because Program Member does not assume control, Program Member shall bear the expense of such counsel. Program Member may not settle any claim, admit to any liability, or consent to any judgment with respect thereto without the consent of U.S. Bank.
- 9. 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.
- 10. NOTICES.** Any notice required to be given to a party pursuant to the 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, Mail Code EP-MN-L29C, 200 S 6th Street, Minneapolis, MN 55402 USA. Attn: CPS Contract Manager and to Program Member at the address stated on the Application. Either party may change its notification address at any time by written notice to the other.
- 11. ASSIGNMENT, TRANSFER.** Program Member shall not assign or otherwise transfer or delegate its rights, obligations, or duties under the 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 Program Member. To the fullest extent not prohibited by applicable law, Program Member 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 in contemplation or in furtherance of the Agreement, including, without limitation, Program Member's primary business, legal organization (e.g., partnership, corporation, etc.) or any change resulting from a transfer as described above. Program Member must promptly provide any information requested by U.S. Bank associated with the request for approval. In conjunction with Program Member's request for U.S. Bank's written approval, Program Member will pay U.S. Bank a fee in the amount of \$1,000.00 in consideration of U.S. Bank's review of changes under this section 11. If U.S. Bank determines, in its sole discretion, its burden (including but not limited to actual costs) associated with the review exceeds \$1,000.00, Program Member agrees that it will reimburse U.S. Bank for the additional amount identified by U.S. Bank, without regard to whether U.S. Bank provides its approval.
- 12. GOVERNING LAW.** The laws of the state in which Program Member is primarily located, and applicable federal laws and regulations of the United States shall apply to any dispute arising out of the Agreement, its subject matter, or its formation.
- 13. COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS.** The parties will maintain compliance with U.S. Bank policy and all statutes, regulations, economic sanctions laws, anti-money laundering laws, and trade restrictions imposed by the United States, United Nations, European Union or Canada applicable to the products and services contemplated under the Agreement. U.S. Bank may require Identification Information for Program Member, its affiliates, and its Participants, and any Account holders, authorized signers, beneficial owners, authorized user or directors of Program Member and its affiliates and Participants. Program Member shall promptly provide any such required Identification Information to U.S. Bank.

14. FORCE MAJEURE AND EXCUSABLE DELAY.

14.1 Except for payment obligations under the 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, 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 the Agreement.

14.2 Either party may terminate the 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.

15. CHANGE IN TERMS OF THE AGREEMENT. U.S. Bank may change the terms and conditions of the Agreement at any time upon written notice to Program Member. If permitted by applicable law, the changes will apply to existing Account balances as well as future transactions. If Program Member refuses to accept the changes, Program Member 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 the Agreement. Should Program Member terminate the Agreement pursuant to this section 15, all Obligations will immediately become due and payable by Program Member to U.S. Bank, according to the terms of the Agreement.

16. INTERPRETATION. The parties expressly agree the Agreement will not be construed more strongly against the drafting party. The Agreement constitutes the entire agreement between the parties concerning the matters addressed in the 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 the Agreement.

17. SEVERABILITY. Should any provision of the Agreement be declared invalid for any reason, such declaration will not affect the validity of any other provision of the Agreement, which will remain in full force and effect as if the 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 the Agreement and the parties' intent.

18. NO WAIVER. No failure or delay by either party to insist on specific performance of any term or obligation set forth in the Agreement or exercise any right, power, or privilege provided under the 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.

19. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in the 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.

20. 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 Program Member pursuant to the Agreement may include products or services subject to such compensation paid to third parties.

21. DELEGATION. U.S. Bank may delegate duties herein to one or more third parties without Program Member approval or consent so long as U.S. Bank remains responsible for the conduct of and payment to such third parties.

22. NO THIRD PARTY BENEFICIARIES OR CLAIMS. Except as stated in the Agreement, and with reference to any successors or assigns, any services provided under the Agreement are for the sole and exclusive benefit of Program Member and Participants, if any, and nothing in the Agreement will be deemed to create any third party beneficiary rights in any person or entity not party to the Agreement.

23. SET-OFF. U.S. Bank may set-off any amounts Program Member owes to U.S. Bank pursuant to the Agreement or any other agreement between the parties or their affiliates against any payables due to Program Member by U.S. Bank or its affiliates.

24. CUMULATIVE REMEDIES. Except as expressly provided elsewhere in the Agreement, each party's rights and remedies under the Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

25. INCORPORATION. The Application and the Schedules attached thereto are incorporated into the Agreement by reference as if set out at length.

26. JURY TRIAL WAIVER. Program Member and U.S. Bank hereby waive all rights to trial by jury in any proceeding relating to the Agreement.

PART II. Purchasing Card and One Card

The Program Member's use of Purchasing Card and One Card Accounts shall be subject to the following terms and conditions:

1. **DEFINITIONS.** The following definitions apply to this Part of the Agreement:

“**Agreement Year**” means a 12-month period beginning with the first day of the first month following the Effective Date of the Agreement.

“**Annual Discount Volume**” means, with respect to a particular Agreement Year, only those Charges that qualify for and have applied to them a Discount Interchange Rate Program, less credits, and net of Charge-off Adjustments for each Agreement Year. All other Charges, fees, cash advances, convenience checks (or cheques), Fraudulent Charges, and chargebacks are excluded from Annual Discount Volume.

“**Annual Ultra Low Network Negotiated Volume (Proportional)**” means all Charges in an Agreement Year with Discount Interchange Rate Programs established by a Card Network with certain merchants where interchange rates are set, in U.S. Bank's reasonable determination from time to time, below both the standard interchange rates or other Discount Interchange Rate Programs. Only one group of affiliated merchants falls into this category.

“**Average Transaction Size**” means the Net Annual Standard Charge Volume divided by the number of Charges, exclusive of Charges that qualify for discount interchange rates, during each Agreement Year.

“**Billing Cycle**” means the period of time from the date a Statement is generated until the next Statement is generated.

“**Card Network**” means, as applicable, one of the following Card Networks whose marks are contained on the cards issued under the Agreement: Visa U.S.A. Inc. and Visa International, Inc., MasterCard International Incorporated, and any other national card network with respect to which U.S. Bank becomes an issuer during the term of the Agreement.

“**Charge-off**” means any amount due and owing to U.S. Bank or its affiliates by Program Member, its Participants or Account holders including but not limited to uncollectible amounts or amounts due from Account holder delinquencies or bankruptcies.

“**Charge-off Adjustment**” means the difference between Charge-offs and one-half of Charge-off Recoveries.

“**Charge-off Recovery**” means a payment made on a Charge-off.

“**Discount Interchange Rate Program**” means an interchange rate program where the rates assessed on particular transactions is less than the standard rates due to such things as, for example, (i) policies or programs of applicable Card Networks regarding particular transaction types, (ii) agreements between the applicable Card Networks and merchants, or (iii) agreements between an issuer and a merchant.

“**File Turn Days**” means the number of days from the date U.S. Bank funds a Charge to the date of payment, inclusive of the beginning and ending dates.

“**File Turn Days Payment Performance**” means the average File Turn Days for each Agreement Year.

“**Fraudulent Charge**” means a Charge that is not initiated, authorized or otherwise requested by Program Member, its affiliates, its Participants, or its Account holders and does not directly or indirectly benefit Program Member, its affiliates, its Participants or any Account holder.

“**Net Annual Standard Charge Volume**” means all Charges set forth on the monthly billing Statements furnished for a specified group of Accounts in an Agreement Year, less cash advances, fees, Fraudulent Charges, chargebacks, and Charges qualifying for discount interchange rates and net of Charge-off Adjustments.

“**Net Annual Volume**” means the sum of Net Annual Standard Charge Volume and Annual Discount Volume.

2. **CREDIT.** U.S. Bank, at its sole discretion, may revise any credit limits or controls associated with the Program Member's Accounts. U.S. Bank will provide notice to Program Member of any decrease in a credit limit that results in an amount lower than the current applicable Obligations. Within ten days of such notice, Program Member shall make a payment to U.S. Bank sufficient to reduce the Obligations to an amount equal to, or less than, the revised credit limit.

3. **BILLING AND PAYMENT.** Program Member will receive an electronic Statement at the end of Program Member's Billing Cycle. Program Member shall pay U.S. Bank the amount due as directed on the Statement. Program Member shall pay U.S. Bank using an electronic payment method approved by U.S. Bank. Program Member shall communicate all disputes, regarding Charges or billings for the Bankcard, within 60 days of the Statement date to U.S. Bank. If the amount owing under an Account has not been paid in full when due, the Account is delinquent. U.S. Bank may suspend any Account that is delinquent for a duration of one or more Billing Cycles. If an Account is delinquent for two or more Billing Cycles, U.S. Bank may cancel the Account. U.S. Bank may recover any reasonable legal fees and other expenses incurred in collecting any delinquent amounts on a cancelled Account.

4. **LIABILITY.** Program Member is liable for all billed transactions, fees, and other Charges made or incurred by Program Member, its Participants, and its Account holders. Regardless of the liability option (if any) selected in the Application, Program Member is liable for: (i) all Charges originating outside the United States; (ii) all Charges made to an Account by any Account holder residing outside of the United States; or (iii) Program Member's failure to provide U.S. Bank with immediate notice of and sufficient information to act on: (a) Program Member's termination of employment of any Account holder or removal of a Participant from the Program; (b) any lost, stolen, or compromised Account; or (c) any suspected or actual breach, or misuse of an Account or information regarding Accounts or other sensitive information. U.S. Bank is not responsible for controlling the use of any Accounts, other than as specifically provided herein. Upon cancellation of an Account or termination of the Agreement, Program Member shall cancel the billing of all reoccurring transactions to an Account. U.S. Bank is not liable for (i) any Account holder misuse of an Account; (ii) Charges declined or approved as a result of inaccurate merchant category codes; or (iii) any reoccurring transactions Program Member has failed to cancel. All Purchasing and One Card programs are “Corporate Liability” programs. “**Corporate Liability**” means Program Member is solely liable to U.S. Bank for all Obligations on such Accounts.

5. **PURCHASING CARD AND ONE CARD REBATE OPPORTUNITY.** Program Member may earn a rebate for Purchasing Card and One Card Accounts, as follows:

5.1 Purchasing Card and One Card Rebate. To earn and retain a rebate for the Purchasing Card and One Card Accounts, Program Member must: (i) satisfy all requirements in Table A below for each Agreement Year; and (ii) complete the Agreement Year in which a rebate is earned. If the Agreement is terminated prior to the end of an Agreement Year, or the Program Member otherwise fails to satisfy all requirements of this section 5 for an Agreement Year, U.S. Bank may retain and will not be required to pay Program Member a rebate payment for such Agreement Year. If Program Member's final net rebate is a negative amount, Program Member shall reimburse U.S. Bank up to the amount of net rebates U.S. Bank has previously paid to Program Member.

Table A Purchasing Card and One Card Account Requirements	
File Turn Day Payment Performance	≤ 60
Net Annual Volume	≥ \$500,000
Average Transaction Size	≥ \$125
Minimum Rebate Earned	≥ \$100

5.2 Purchasing Card and One Card Rebate Calculation. If Program Member satisfies all requirements in an Agreement Year, U.S. Bank will calculate a rebate for the same Agreement Year for the Purchasing Card and One Card Accounts as follows:

- (a) U.S. Bank will multiply the Net Annual Standard Charge Volume for such Accounts by the earned percentage on Table B (Performance Percentage) of section 5.4 below.
- (b) U.S. Bank will multiply the Annual Discount Volume (but excluding all Annual Ultra Low Network Negotiated Volume (Proportional)) for such Accounts by the earned percentage on Table B (Performance Percentage) of section 5.4 below.
- (c) U.S. Bank will multiply the Annual Ultra Low Network Negotiated Volume (Proportional) for such Accounts by the earned percentage on Table B-1 (Performance Percentage) of section 5.4 below.
- (d) Where Net Annual Standard Charge Volume is above \$500,000 U.S. Bank will multiply the Net Annual Standard Charge Volume for such Accounts by the earned percentage on Table C (Volume Percentage) section 5.4 below, which will be based on Net Annual Volume.
- (e) U.S. Bank will multiply the Annual Discount Volume (but excluding all Annual Ultra Low Network Negotiated Volume (Proportional)) for such Accounts by the earned percentage on Table D (Discount Volume Percentage) of section 5.4 below.
- (f) U.S. Bank will multiply the Annual Ultra Low Network Negotiated Volume (Proportional) for such Accounts by the earned percentage on Table D-1 (Ultra Low Discount Volume Percentage (Proportional)) of section 5.4 below.
- (g) U.S. Bank will add the amounts arrived at in subsections (a) through (f) above to arrive at Program Member's gross rebate for such Accounts for the Agreement Year.
- (h) U.S. Bank will apply Charge-off Adjustments and remedies, if any, to the gross rebate to arrive at Program Member's net rebate for such Accounts the Agreement Year.

5.3 Purchasing Card and One Card Rebate Payment. U.S. Bank will send Program Member's annual net rebate for the Purchasing Card and One Card Accounts within 90 days after the completion of the applicable Agreement Year, subject to the following exception: if, prior to such payment, the Agreement is terminated or if U.S. Bank reasonably anticipates that Program Member will not qualify for additional rebates under this Part of the Agreement, U.S. Bank may withhold such payment until 90 days after Program Member 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 Program Member rebates for the Purchasing Card and One Card Accounts less than \$100.00. U.S. Bank will not carry forward any rebate payment for the Purchasing Card and One Card Accounts less than \$100.00.

5.4 Purchasing Card and One Card Rebate Tables.

Table B Performance Percentage					
File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage
60	-0.4650%	39	-0.1500%	18	0.0825%
59	-0.4500%	38	-0.1350%	17	0.0900%
58	-0.4350%	37	-0.1200%	16	0.0975%
57	-0.4200%	36	-0.1050%	15	0.1050%
56	-0.4050%	35	-0.0900%	14	0.1125%
55	-0.3900%	34	-0.0750%	13	0.1200%
54	-0.3750%	33	-0.0600%	12	0.1275%
53	-0.3600%	32	-0.0450%	11	0.1350%
52	-0.3450%	31	-0.0300%	10	0.1425%
51	-0.3300%	30	-0.0150%	9	0.1500%
50	-0.3150%	29	0.0000%	8	0.1575%
49	-0.3000%	28	0.0075%	7	0.1650%
48	-0.2850%	27	0.0150%	6	0.1725%
47	-0.2700%	26	0.0225%	5	0.1800%
46	-0.2550%	25	0.0300%	4	0.1875%
45	-0.2400%	24	0.0375%	3	0.1950%
44	-0.2250%	23	0.0450%	2	0.2025%
43	-0.2100%	22	0.0525%	1	0.2100%
42	-0.1950%	21	0.0600%	0	0.2175%
41	-0.1800%	20	0.0675%		
40	-0.1650%	19	0.0750%		

Table B-1 Performance Percentage					
File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage
60	-0.5534%	39	-0.1785%	18	0.0668%
59	-0.5355%	38	-0.1607%	17	0.0729%
58	-0.5177%	37	-0.1428%	16	0.0790%
57	-0.4998%	36	-0.1250%	15	0.0851%
56	-0.4820%	35	-0.1071%	14	0.0911%
55	-0.4641%	34	-0.0893%	13	0.0972%
54	-0.4463%	33	-0.0714%	12	0.1033%
53	-0.4284%	32	-0.0536%	11	0.1094%
52	-0.4106%	31	-0.0357%	10	0.1154%
51	-0.3927%	30	-0.0179%	9	0.1215%
50	-0.3749%	29	0.0000%	8	0.1276%
49	-0.3570%	28	0.0061%	7	0.1337%
48	-0.3392%	27	0.0122%	6	0.1397%
47	-0.3213%	26	0.0182%	5	0.1458%
46	-0.3035%	25	0.0243%	4	0.1519%
45	-0.2856%	24	0.0304%	3	0.1580%
44	-0.2678%	23	0.0365%	2	0.1640%
43	-0.2499%	22	0.0425%	1	0.1701%
42	-0.2321%	21	0.0486%	0	0.1762%
41	-0.2142%	20	0.0547%		
40	-0.1964%	19	0.0608%		

Table C Volume Percentage			
Net Annual Volume	Earned Percentage	Net Annual Volume	Earned Percentage
\$500,000	0.9300%	\$35,000,000	1.8300%
\$1,000,000	0.9800%	\$40,000,000	1.8800%
\$2,000,000	1.3000%	\$45,000,000	1.9300%
\$3,000,000	1.4000%	\$50,000,000	1.9900%
\$4,000,000	1.4300%	\$75,000,000	2.0150%
\$5,000,000	1.5100%	\$100,000,000	2.0900%
\$6,000,000	1.5200%	\$125,000,000	2.0950%
\$7,000,000	1.5300%	\$150,000,000	2.1600%
\$8,000,000	1.5400%	\$175,000,000	2.2050%
\$9,000,000	1.5500%	\$200,000,000	2.2100%
\$10,000,000	1.5800%	\$250,000,000	2.2150%
\$15,000,000	1.6300%	\$300,000,000	2.2200%
\$20,000,000	1.6800%	\$350,000,000	2.2250%
\$25,000,000	1.7300%	\$400,000,000	2.2300%
\$30,000,000	1.7800%	\$500,000,000	2.2350%

Table D Discount Volume Percentage	
Annual Discount Volume	Earned Percentage
1	0.7500%
\$10,000,000	1.0500%

Table D-1 Ultra Low Discount Volume Percentage (Proportional)	
Annual Discount Volume	Earned Percentage
1	0.6075%
\$10,000,000	0.8505%

5.5 Purchasing Card and One Card Rebate Payment Registration. Program Member shall register for ACH payments in the manner prescribed by U.S. Bank. U.S. Bank will not make any rebate payments under this Part of the Agreement until Program Member has registered for ACH. If Program Member fails to register for ACH by the completion of the first Agreement Year, Program Member forfeits all payments, if any, for that Agreement Year and any subsequent Agreement Years in which Program Member fails to register for ACH. Program Member designates the following person to register Program Member for ACH:

Rebate Payment Registration	
Authorized Person's Name	
Authorized Person's Email Address	

6. INTERCHANGE RATE. U.S. Bank may modify the rebates offered under this Part of the Agreement if existing interchange rates or programs are modified or new interchange rates or programs are developed.

PART III. Corporate Card

The Program Member's use of Corporate Card Accounts shall be subject to the following terms and conditions:

- 1. DEFINITIONS.** The following definitions apply to this Part of the Agreement:
 - “**Agreement Year**” means a 12-month period beginning with the first day of the first month following the Effective Date of the Agreement.
 - “**Annual Discount Volume**” means, with respect to a particular Agreement Year, only those Charges that qualify for and have applied to them a Discount Interchange Rate Program, less credits, and net of Charge-off Adjustments for each Agreement Year. All other Charges, fees, cash advances, convenience checks (or cheques), Fraudulent Charges, and chargebacks are excluded from Annual Discount Volume.
 - “**Annual Ultra Low Network Negotiated Volume (Proportional)**” means all Charges in an Agreement Year with Discount Interchange Rate Programs established by a Card Network with certain merchants where interchange rates are set, in U.S. Bank's reasonable determination from time to time, below both the standard interchange rates or other Discount Interchange Rate Programs. Only one group of affiliated merchants falls into this category.
 - “**Average Transaction Size**” means the Net Annual Standard Charge Volume divided by the number of Charges, exclusive of Charges that qualify for discount interchange rates, during each Agreement Year.
 - “**Billing Cycle**” means the period of time from the date a Statement is generated until the next Statement is generated.
 - “**Card Network**” means, as applicable, one of the following Card Networks whose marks are contained on the cards issued under the Agreement: Visa U.S.A. Inc. and Visa International, Inc., MasterCard International Incorporated, and any other national card network with respect to which U.S. Bank becomes an issuer during the term of the Agreement.
 - “**Charge-off**” means any amount due and owing to U.S. Bank or its affiliates by Program Member, its Participants or Account holders including but not limited to uncollectible amounts or amounts due from Account holder delinquencies or bankruptcies.
 - “**Charge-off Adjustment**” means the difference between Charge-offs and one-half of Charge-off Recoveries.
 - “**Charge-off Recovery**” means a payment made on a Charge-off.
 - “**Discount Interchange Rate Program**” means an interchange rate program where the rates assessed on particular transactions is less than the standard rates due to such things as, for example, (i) policies or programs of applicable Card Networks regarding particular transaction types, (ii) agreements between the applicable Card Networks and merchants, or (iii) agreements between an issuer and a merchant.
 - “**File Turn Days**” means the number of days from the date U.S. Bank funds a Charge to the date of payment, inclusive of the beginning and ending dates.
 - “**File Turn Days Payment Performance**” means the average File Turn Days for each Agreement Year.
 - “**Fraudulent Charge**” means a Charge that is not initiated, authorized or otherwise requested by Program Member, its affiliates, its Participants, or its Account holders and does not directly or indirectly benefit Program Member, its affiliates, its Participants or any Account holder.
 - “**Net Annual Standard Charge Volume**” means all Charges set forth on the monthly billing Statements furnished for a specified group of Accounts in an Agreement Year, less cash advances, fees, Fraudulent Charges, chargebacks, and Charges qualifying for discount interchange rates and net of Charge-off Adjustments.
 - “**Net Annual Volume**” means the sum of Net Annual Standard Charge Volume and Annual Discount Volume.
- 2. CREDIT.** U.S. Bank, at its sole discretion, may revise any credit limits or controls associated with the Program Member's Accounts. U.S. Bank will provide notice to Program Member of any decrease in a credit limit that results in an amount lower than the current applicable Obligations. Within ten days of such notice, Program Member shall make a payment to U.S. Bank sufficient to reduce the Obligations to an amount equal to, or less than, the revised credit limit.
- 3. BILLING AND PAYMENT.** Program Member will receive an electronic Statement at the end of Program Member's Billing Cycle. Program Member shall pay U.S. Bank the amount due as directed on the Statement. Program Member shall pay U.S. Bank using an electronic payment method approved by U.S. Bank. Program Member shall communicate all disputes, regarding Charges or billings for the Bankcard, within 60 days of the Statement date to U.S. Bank. If the amount owing under an Account has not been paid in full when due, the Account is delinquent. U.S. Bank may suspend any Account that is delinquent for a duration of one or more Billing Cycles. If an Account is delinquent for two or more Billing Cycles, U.S. Bank may cancel the Account. U.S. Bank may recover any reasonable legal fees and other expenses incurred in collecting any delinquent amounts on a cancelled Account.
- 4. LIABILITY.** Program Member is liable for all billed transactions, fees, and other Charges made or incurred by Program Member, its Participants, and its Account holders. Regardless of the liability option (if any) selected in the Application, Program Member is liable for: (i) all Charges originating outside the United States; (ii) all Charges made to an Account by any Account holder residing outside of the United States; or (iii) Program Member's failure to provide U.S. Bank with immediate notice of and sufficient information to act on: (a) Program Member's termination of employment of any Account holder or removal of a Participant from the Program; (b) any lost, stolen, or compromised Account; or (c) any suspected or actual breach, or

misuse of an Account or information regarding Accounts or other sensitive information. U.S. Bank is not responsible for controlling the use of any Accounts, other than as specifically provided herein. Upon cancellation of an Account or termination of the Agreement, Program Member shall cancel the billing of all reoccurring transactions to an Account. U.S. Bank is not liable for (i) any Account holder misuse of an Account; (ii) Charges declined or approved as a result of inaccurate merchant category codes; or (iii) any reoccurring transactions Program Member has failed to cancel. Subject to final approval by U.S. Bank, Corporate Card programs may be "Corporate Liability", "Joint and Several Liability" or "Contingent Liability". "Corporate Liability" means Program Member is solely liable to U.S. Bank for all Obligations on such Accounts. "Joint and Several Liability" means Program Member and the Account holder are jointly and severally liable to U.S. Bank for all Obligations on such Accounts. "Contingent Liability" means Program Member and Account Holder are jointly and severally liable for all Obligations on such Accounts, except that Program Member is not liable for Obligations that have been previously reimbursed by Program Member to Account holder.

5. CORPORATE CARD REBATE OPPORTUNITY. Program Member may earn a rebate for Corporate Card Accounts, as follows:

5.1 Corporate Card Rebate. To earn and retain a rebate for the Corporate Card Accounts, Program Member must: (i) satisfy all requirements in Table A below for each Agreement Year; and (ii) complete the Agreement Year in which a rebate is earned. If the Agreement is terminated prior to the end of an Agreement Year, or the Program Member otherwise fails to satisfy all requirements of this section 5 for an Agreement Year, U.S. Bank may retain and will not be required to pay Program Member a rebate payment for such Agreement Year. If Program Member's final net rebate is a negative amount, Program Member shall reimburse U.S. Bank up to the amount of net rebates U.S. Bank has previously paid to Program Member.

Table A Corporate Card Account Requirements	
File Turn Day Payment Performance	≤ 40
Net Annual Volume	≥ \$5,000,000
Average Transaction Size	≥ \$125
Minimum Rebate Earned	≥ \$100

5.2 Corporate Card Rebate Calculation. If Program Member satisfies all requirements in an Agreement Year, U.S. Bank will calculate a rebate for the same Agreement Year for the Corporate Card Accounts as follows:

- (a) U.S. Bank will multiply the Net Annual Standard Charge Volume for such Accounts by the earned percentage on Table B (Performance Percentage) of section 5.4 below.
- (b) U.S. Bank will multiply the Annual Discount Volume (but excluding all Annual Ultra Low Network Negotiated Volume (Proportional)) for such Accounts by the earned percentage on Table B (Performance Percentage) of section 5.4 below.
- (c) U.S. Bank will multiply the Annual Ultra Low Network Negotiated Volume (Proportional) for such Accounts by the earned percentage on Table B-1 (Performance Percentage) of section 5.4 below.
- (d) Where Net Annual Standard Charge Volume is above \$5,000,000 U.S. Bank will multiply the Net Annual Standard Charge Volume for such Accounts by the earned percentage on Table C (Volume Percentage) section 5.4 below, which will be based on Net Annual Volume.
- (e) U.S. Bank will multiply the Annual Discount Volume (but excluding all Annual Ultra Low Network Negotiated Volume (Proportional)) for such Accounts by the earned percentage on Table D (Discount Volume Percentage) of section 5.4 below.
- (f) U.S. Bank will multiply the Annual Ultra Low Network Negotiated Volume (Proportional) for such Accounts by the earned percentage on Table D-1 (Ultra Low Discount Volume Percentage (Proportional)) of section 5.4 below.
- (g) U.S. Bank will add the amounts arrived at in subsections (a) through (f) above to arrive at Program Member's gross rebate for such Accounts for the Agreement Year.
- (h) U.S. Bank will apply Charge-off Adjustments and remedies, if any, to the gross rebate to arrive at Program Member's net rebate for such Accounts the Agreement Year.

5.3 Corporate Card Rebate Payment. U.S. Bank will send Program Member's annual net rebate for the Corporate Card Accounts within 240 days after the completion of the applicable Agreement Year, subject to the following exception: if, prior to such payment, the Agreement is terminated or if U.S. Bank reasonably anticipates that Program Member will not qualify for additional rebates under this Part of the Agreement, U.S. Bank may withhold such payment until 240 days after Program Member 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 Program Member rebates for the Corporate Card Accounts less than \$100.00. U.S. Bank will not carry forward any rebate payment for the Corporate Card Accounts less than \$100.00.

5.4 Corporate Card Rebate Tables.

Table B Performance Percentage			
File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage
40	0.0000%	20	0.1000%
39	0.0050%	19	0.1050%
38	0.0100%	18	0.1100%
37	0.0150%	17	0.1150%
36	0.0200%	16	0.1200%
35	0.0250%	15	0.1250%
34	0.0300%	14	0.1300%
33	0.0350%	13	0.1350%

32	0.0400%	12	0.1400%
31	0.0450%	11	0.1450%
30	0.0500%	10	0.1500%
29	0.0550%	9	0.1550%
28	0.0600%	8	0.1600%
27	0.0650%	7	0.1650%
26	0.0700%	6	0.1700%
25	0.0750%	5	0.1750%
24	0.0800%	4	0.1800%
23	0.0850%	3	0.1850%
22	0.0900%	2	0.1900%
21	0.0950%	1	0.1950%
		0	0.2000%

Table B-1			
Performance Percentage			
File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage
40	0.0000%	20	0.0810%
39	0.0041%	19	0.0851%
38	0.0081%	18	0.0891%
37	0.0122%	17	0.0932%
36	0.0162%	16	0.0972%
35	0.0203%	15	0.1013%
34	0.0243%	14	0.1053%
33	0.0284%	13	0.1094%
32	0.0324%	12	0.1134%
31	0.0365%	11	0.1175%
30	0.0405%	10	0.1215%
29	0.0446%	9	0.1256%
28	0.0486%	8	0.1296%
27	0.0527%	7	0.1337%
26	0.0567%	6	0.1377%
25	0.0608%	5	0.1418%
24	0.0648%	4	0.1458%
23	0.0689%	3	0.1499%
22	0.0729%	2	0.1539%
21	0.0770%	1	0.1580%
		0	0.1620%

Table C	
Volume Percentage	
Net Annual Volume	Earned Percentage
\$5,000,000	1.4000%
\$7,500,000	1.4500%
\$10,000,000	1.5000%
\$12,500,000	1.5500%
\$15,000,000	1.6000%
\$17,500,000	1.6250%
\$20,000,000	1.6500%
\$25,000,000	1.6750%

Table D Discount Volume Percentage	
Annual Discount Volume	Earned Percentage
\$1	0.7500%
\$10,000,000	1.0500%

Table D-1 Ultra Low Discount Volume Percentage (Proportional)	
Annual Discount Volume	Earned Percentage
\$1	0.6075%
\$10,000,000	0.8505%

5.5 Corporate Card Rebate Payment Registration. Program Member shall register for ACH payments in the manner prescribed by U.S. Bank. U.S. Bank will not make any rebate payments under this Part of the Agreement until Program Member has registered for ACH. If Program Member fails to register for ACH by the completion of the first Agreement Year, Program Member forfeits all payments, if any, for that Agreement Year and any subsequent Agreement Years in which Program Member fails to register for ACH. Program Member designates the following person to register Program Member for ACH:

Rebate Payment Registration	
Authorized Person's Name	
Authorized Person's Email Address	

6. INTERCHANGE RATE. U.S. Bank may modify the rebates offered under this Part of the Agreement if existing interchange rates or programs are modified or new interchange rates or programs are developed.

PART IV. Fleet Card

The Program Member's use of Fleet Card Accounts shall be subject to the following terms and conditions:

- DEFINITIONS.** The following definitions apply to this Part of the Agreement:
 - "Agreement Year"** means a 12-month period beginning with the first day of the first month following the Effective Date of the Agreement.
 - "Annual Discount Volume"** means, with respect to a particular Agreement Year, only those Charges that qualify for and have applied to them a Discount Interchange Rate Program, less credits, and net of Charge-off Adjustments for each Agreement Year. All other Charges, fees, cash advances, convenience checks (or cheques), Fraudulent Charges, and chargebacks are excluded from Annual Discount Volume.
 - "Average Transaction Size"** means the Net Annual Standard Charge Volume divided by the number of Charges, exclusive of Charges that qualify for discount interchange rates, during each Agreement Year.
 - "Billing Cycle"** means the period of time from the date a Statement is generated until the next Statement is generated.
 - "Charge-off"** means any amount due and owing to U.S. Bank or its affiliates by Program Member, its Participants or Account holders including but not limited to uncollectible amounts or amounts due from Account holder delinquencies or bankruptcies.
 - "Charge-off Adjustment"** means the difference between Charge-offs and one-half of Charge-off Recoveries.
 - "Charge-off Recovery"** means a payment made on a Charge-off.
 - "Discount Interchange Rate Program"** means an interchange rate program where the rates assessed on particular transactions is less than the standard rates.
 - "File Turn Days"** means the number of days from the date U.S. Bank posts a Charge to the date of payment, inclusive of the beginning and ending dates.
 - "File Turn Days Payment Performance"** means the average File Turn Days for each Agreement Year.
 - "Financial Transaction"** means a transaction funded by U.S. Bank for which U.S. Bank earns interchange income.
 - "Fraudulent Charge"** means a Charge that is not initiated, authorized or otherwise requested by Program Member, its affiliates, its Participants, or its Account holders and does not directly or indirectly benefit Program Member, its affiliates, its Participants or any Account holder.
 - "Net Annual Standard Charge Volume"** means all Charges for Financial Transactions set forth on the monthly billing Statements furnished for a specified group of Accounts in an Agreement Year, less Non-Financial Transactions at Private Sites, cash advances, fees, Fraudulent Charges, chargebacks, Voyager Maintenance Solution Volume, Charges qualifying for discount interchange rates, and net of Charge-off Adjustments.
 - "Non-Financial Transaction"** means a transaction not funded by U.S. Bank for which U.S. Bank does not earn interchange income.
 - "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.
 - "Voyager Maintenance Solution Volume"** means Charges set forth on the Statements furnished for all Fleet Card Accounts in an Agreement Year for transactions processed through Customer's agreement with a merchant provider for the Voyager Maintenance Solution.
- CREDIT.** U.S. Bank, at its sole discretion, may revise any credit limits or controls associated with the Program Member's Accounts. U.S. Bank will provide notice to Program Member of any decrease in a credit limit that results in an amount lower than the current applicable Obligations. Within ten days of such notice, Program Member shall make a payment to U.S. Bank sufficient to reduce the Obligations to an amount equal to, or less than, the revised credit limit.
- NEGOTIATED PRICING.** U.S. Bank will apply negotiated pricing at the point of sale of participating merchants within ten days of receiving notice from such participating merchant of negotiated pricing and such negotiated prices will be reflected on Statements.
- BILLING AND PAYMENT.** U.S. Bank will make available to Program Member a Statement at the end of each Billing Cycle itemizing all Charges, fees and payments for that Billing Cycle. The new balance shown on the Statement is due to U.S. Bank as stated on the Statement. An Account is delinquent

if the new balance on an Account has not been paid prior to the beginning of the next Billing Cycle. U.S. Bank may immediately suspend an Account if the Account, exclusive of unresolved reported disputes, is delinquent for one or more Billing Cycles. U.S. Bank may close an Account if the Account is delinquent for two or more Billing Cycles. Program Member shall communicate disputes or alleged errors on Statements within 60 days after the date on the Statement on which a disputed entry first appeared. Failure to provide this notification within the stated time frame will result in Program Member 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.

5. LIABILITY. Program Member is liable for all billed transactions, fees, and other Charges made or incurred by Program Member, its Participants, and its Account holders, even if Program Member has implemented any of the loss-minimization tools described in section 6 (Minimizing Loss). Notwithstanding anything to the contrary in the Agreement, U.S. Bank is not liable for: (i) misuse of an Account or any related expenses; (ii) transactions that occur at Private Sites; or (iii) any unauthorized or Fraudulent Charges that were not immediately reported as lost, stolen or compromised, unless notified as described in section 7 (Mandatory Notification).

6. MINIMIZING LOSS.

6.1 Point-of-Sale Prompts. Program Member must set point-of-sale prompts for driver identification number or vehicle identification number, and a personal identification number ("PIN") for all applicable Accounts. The PIN cannot be any sequence of numbers that appear on the front of the card. If the Program Member does not establish these point-of-sale prompts for each applicable Account and require proper use of the prompts by employees, agents and authorized users of the U.S. Bank Voyager Fleet Card, U.S. Bank may in its sole discretion decline the transaction; and Program Member shall be liable for any fraudulent activity on the U.S. Bank Voyager Fleet Card or Account.

6.2 Spend Controls. Program Member shall protect cards and Accounts at all times and set spend controls on each card and Account, as applicable. At a minimum, Program Member must set controls for daily spend limits and monthly spend limits. In addition, Program Member 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 Program Member fails to set the minimum spend controls or changes or releases any controls set by U.S. Bank, Program Member will be liable for all fraudulent transactions on the cards or Accounts. In its sole discretion, U.S. Bank may set spend controls on cards and Accounts without prior notice to Program Member.

6.3 Safekeeping and Security. Program Member must ensure that all Accounts and any other access devices are carefully safeguarded and stored separately from PINs and codes and will take all reasonable precautions to ensure that only persons with appropriate authorization have been given access to Accounts. U.S. Bank may close, without notice, any card or Account that has not been used for six months or more.

7. MANDATORY NOTIFICATION. Program Member 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 and Accounts and any other access device; (iii) suspected or actual breach, or misuse of an Account or information regarding Accounts or other sensitive information; (iv) termination or closure of a card or Account. Program Member shall provide U.S. Bank with sufficient information for U.S. Bank to act on such notifications, and Program Member must immediately terminate access to cards, Accounts, and the Program for employees, agents, and authorized users or Participants who have been terminated or removed from the Program. Program Member is liable for all Charges, transactions, and fees on cards and Accounts, including fraudulent Charges, until the time that Program Member provides the required mandatory notification and terminates access as stated herein. Program Member shall reimburse U.S. Bank within 10 days of notice by U.S. Bank that such reimbursement for fraudulent Charges is due.

8. THIRD PARTY SOFTWARE LICENSE. As a prerequisite for the Voyager Maintenance Solution, Program Member may be required to obtain at its own expense, a license from the third party provider of any Voyager Maintenance Solution. Program Member must agree to the third party's terms of use and privacy policy on the portal login page of the third party's website. Program Member, its Participants, employees, agents, and authorized users must not submit any Identification Information through the third party's portal. Program Member consents to U.S. Bank's release of Program Member transaction data and information to such third parties. U.S. Bank is not liable for the third party's use or further release or dissemination of the Program Member transaction data or information.

9. FLEET CARD REBATE OPPORTUNITY. Program Member may earn a rebate for the Fleet Card Accounts, as follows:

9.1 Fleet Card Rebate. To earn and retain a rebate for the Fleet Card Accounts, Program Member must: (i) satisfy all requirements in Table A below for each Agreement Year; and (ii) complete the Agreement Year in which a rebate is earned. If the Agreement is terminated prior to the end of an Agreement Year, or the Program Member otherwise fails to satisfy all requirements of this section 9 for an Agreement Year, U.S. Bank may retain and will not be required to pay Program Member a rebate payment for such Agreement Year. If Program Member's final net rebate is a negative amount, Program Member shall reimburse U.S. Bank up to the amount of net rebates U.S. Bank has previously paid to Program Member.

Table A Fleet Card Account Requirements	
File Turn Day Payment Performance	≤ 60
Net Annual Standard Charge Volume	≥ \$25,000
Average Transaction Size	> \$0
Minimum Rebate Earned	≥ \$100

9.2 Fleet Card Rebate Calculation. If Program Member satisfies all requirements in an Agreement Year, U.S. Bank will calculate a rebate for the same Agreement Year for the Fleet Card Accounts as follows:

- (a) U.S. Bank will multiply the Net Annual Standard Charge Volume for such Accounts by the earned percentage on Table B (Performance Percentage) of section 9.4.
- (b) U.S. Bank will multiply the Net Annual Standard Charge Volume for such Accounts by the earned percentage on Table C (Volume Percentage) of section 9.4, which will be based on Net Annual Standard Charge Volume.
- (c) U.S. Bank will add the amounts arrived at in subsections (a) and (b) above to arrive at Program Member's gross rebate for such Accounts for the Agreement Year.
- (d) U.S. Bank will apply Charge-off Adjustments and remedies, if any, to the gross rebate to arrive at Program Member's net rebate for such

Accounts the Agreement Year.

9.3 Fleet Card Rebate Payment. U.S. Bank will send Program Member's annual net rebate for the Fleet Card Accounts within 90 days after the completion of the applicable Agreement Year, subject to the following exception: if, prior to such payment, the Agreement is terminated or if U.S. Bank reasonably anticipates that Program Member will not qualify for additional rebates under this Part of the Agreement, U.S. Bank may withhold such payment until 90 days after Program Member 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 Program Member rebates for the Fleet Card Accounts less than \$100.00. U.S. Bank will not carry forward any rebate payment for the Fleet Card Accounts less than \$100.00.

9.4 Fleet Card Rebate Tables.

Table B Performance Percentage					
File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage
60	(0.1500%)	40	0.0250%	20	0.1250%
59	(0.1400%)	39	0.0300%	19	0.1300%
58	(0.1300%)	38	0.0350%	18	0.1350%
57	(0.1200%)	37	0.0400%	17	0.1400%
56	(0.1100%)	36	0.0450%	16	0.1450%
55	(0.1000%)	35	0.0500%	15	0.1500%
54	(0.0900%)	34	0.0550%	14	0.1550%
53	(0.0800%)	33	0.0600%	13	0.1600%
52	(0.0700%)	32	0.0650%	12	0.1650%
51	(0.0600%)	31	0.0700%	11	0.1700%
50	(0.0500%)	30	0.0750%	10	0.1750%
49	(0.0400%)	29	0.0800%	9	0.1800%
48	(0.0300%)	28	0.0850%	8	0.1850%
47	(0.0200%)	27	0.0900%	7	0.1900%
46	(0.0100%)	26	0.0950%	6	0.1950%
45	0.0000%	25	0.1000%	5	0.2000%
44	0.0050%	24	0.1050%	4	0.2050%
43	0.0100%	23	0.1100%	3	0.2100%
42	0.0150%	22	0.1150%	2	0.2150%
41	0.0200%	21	0.1200%	1	0.2200%
				0	0.2250%

Table C Volume Percentage	
Net Annual Standard Charge Volume	Earned Percentage
\$25,000	1.000%
\$100,000	1.050%
\$250,000	1.100%
\$500,000	1.150%
\$1,000,000	1.200%
\$2,000,000	1.250%
\$3,500,000	1.300%
\$5,000,000	1.350%

9.5 Fleet Card Rebate Payment Registration. Program Member shall register for ACH payments in the manner prescribed by U.S. Bank. U.S. Bank will not make any rebate payments under this Part of the Agreement until Program Member has registered for ACH. If Program Member fails to register for ACH by the completion of the first Agreement Year, Program Member forfeits all payments, if any, for that Agreement Year and any subsequent Agreement Years in which Program Member fails to register for ACH. Program Member designates the following person to register Program Member for ACH:

Rebate Payment Registration	
Authorized Person's Name	
Authorized Person's Email Address	

10. INTERCHANGE RATE. U.S. Bank may modify the rebates offered under this Part of the Agreement if existing interchange rates or programs are modified or new interchange rates or programs are developed.