

11. TRAILING TRANSACTIONS

In the event the Commercial Card is canceled, you agree to cancel all services billed on a recurring basis to your Account and arrange for alternate payment methods or cancel such services prior to cancellation of the Commercial Card for any reason.

12. ILLEGAL PURCHASES

You agree that the Commercial Card and Accounts shall not be used for gambling, online gaming, illicit drug transactions, or any unlawful purposes including without limitation other illegal purchases of goods or services, regardless of whether such transaction violates the laws applicable in the territory where the transaction was initiated or merchant is located, or that are prohibited by local law or the law governing this Agreement. Cardholder acknowledges and agrees that the Commercial Card and Accounts will be used for legitimate business purposes and that the Cardholder will have neither consumer law rights nor remedies associated with any illegal Purchases, Charges or other activity associated with the Commercial Card or Accounts.

13. RENEWAL AND REPLACEMENT CARDS

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

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

U.S. Bank may furnish information concerning your use of the Commercial Card, including any delinquency, to your Employer, which may include your direct supervisor. Your Employer may furnish information about your use of the Commercial Card and the Account, and pertinent information about any reimbursement of Charges received by you from your Employer, Cardholder delinquency information, Cardholder employment status and location, and any other related Cardholder tracking information to U.S. Bank. By participating in international programs or transactions, you and your Employer agree that U.S. Bank may transfer and use such transaction information to process international transaction requests by the Employer or Cardholder to merchants, processors and service providers. You consent to such use and transfer of such information.

15. INQUIRIES ABOUT YOUR CREDIT HISTORY

U.S. Bank may have issued the Commercial Card to you without any investigation of your credit history. U.S. Bank has the right to request a credit report about you in connection with issuance and your use of the Commercial Card. Information concerning your credit history with U.S. Bank may be furnished to consumer reporting agencies or others who may properly receive that information and you consent to the foregoing.

16. LOST OR STOLEN CARDS

You agree to notify U.S. Bank immediately of any loss, theft or unauthorized use of the Commercial Card or Account. You will notify U.S. Bank by calling 1-800-344-5696 or by writing to U.S. Bank, P.O. Box 6343, Fargo, ND 58125-6343. Also, you agree to notify

your Employer in accordance with your Employer's instructions. If your Commercial Card is returned to you after you have notified U.S. Bank as provided above, you agree not to use the Commercial Card and return it, cut in half, to U.S. Bank. You understand you may be liable if an unauthorized person uses your Commercial Card or Account. You will not be liable for unauthorized charges that occur after you notify U.S. Bank of the loss, theft or possible unauthorized use of your Commercial Card. In any case, your liability will not exceed U.S. \$50 or the amount of the Charges, whichever is less.

17. MERCHANT REFUSAL TO ACCEPT COMMERCIAL CARD

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

18. BILLING INQUIRIES

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

Your letter must include the following information:

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

After U.S. Bank receives your letter, U.S. Bank will not try to collect the amount you questioned or report the amount you questioned as past due.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. If however, our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone to whom we report you that you have a question about your bill. Also, we must tell you the names of these entities to whom we report you, and we must inform these entities when we have settled matters between us.

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

19. THIRD PARTY OFFERS

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

20. AMENDMENT OF AGREEMENT

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

21. ACCORD AND SATISFACTION/DELAY IN ENFORCEMENT

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

22. GOVERNING LAW

The laws of the State of North Dakota and federal laws of the United States applicable therein govern this Agreement.

23. REGULATORY ACKNOWLEDGEMENTS

In addition to the Governing Law referenced in Section 22 above, for Commercial Cards issued in the United States, the applicable Association Rules and Regulations associated with the Commercial Card issued to you on behalf of your Employer shall govern such transactions.

24. REGULATION O DISCLOSURE TO U.S. BANK OFFICERS.

If you are a Regulation O officer of U.S. Bank or any of its affiliates, pursuant to federal law, and notwithstanding any other provision of this Agreement, at our option, the Account will terminate, all Card or Account privileges will terminate and all outstanding amounts will become due and payable at our option if you become indebted to any and all other banks in an aggregate amount greater than the amount you would be permitted to borrow under the provisions in the federal statutes governing loans to insiders.

INDIVIDUAL CARDHOLDER AGREEMENT

AGREEMENT BETWEEN COMMERCIAL CARDHOLDER AND U.S. BANK

(REVISED JUNE 9, 2005)



IMPORTANT: The enclosed U.S. Bank Commercial Card was issued to you at the request of your Employer. Before you sign or use the Commercial Card, please read this Agreement thoroughly, since it governs use of the Commercial Card.

1. DEFINITIONS

In this Commercial Card Cardholder Agreement (“**Agreement**”), the following definitions apply:

“**Account**” means the Account established in connection with the Commercial Card to which Charges are made.

“**Annual Fee**” means the fee charged for use of the Commercial Card during a one-year time period and is listed on the Statement as a “Corporate Card Annual Fee”. The applicable Annual Fee, if any, will be listed on the card carrier after the word “Annual”.

“**Association**” shall mean, the Visa or MasterCard entity that governs commercial card issuance and processing of transactions. The Association entity applicable to this Cardholder Agreement is determined by the respective Visa or MasterCard logo on the Commercial Card issued to you on behalf of your Employer.

“**Billing Cycle**” means the period of time covered by the Statement.



“**Cardholder**”, “**You**” and “**Your**” refer to the individual named on the Commercial Card who has been authorized by Employer to be issued a Commercial Card, make Purchases and incur Charges to the Account of such Commercial Card on behalf of the Employer in accordance with the terms of this Agreement.

“**Cash Advance**” means an advance of cash that, if permitted by the Employer, is charged to the Account with or in connection with a Commercial Card and/or Convenience Check.

“**Cash Advance Fee**” means the fee referenced on the Statement and charged by U.S. Bank for a Cash Advance, which may be represented as a fixed dollar amount or a percentage of the total cash withdrawn. The Cash Advance Fee, in terms of a fixed dollar amount or percentage of the total cash withdrawn, will be listed on the card carrier after the word “Cash”.

“**Charge**” is any Account activity that has a debit value.

“**Commercial Card**” means the business purpose charge card designed for use by Cardholder to charge purchases of Employer-defined goods and services that are primarily for or incidental to the business of Employer, and which is issued by U.S. Bank to Cardholder on behalf of Employer in accordance with the terms of this Agreement. The term “Commercial Card” includes the enclosed U.S. Bank Corporate Card, U.S. Bank Purchasing Card, U.S. Bank One Card, U.S. Bank Relocation Card, or U.S. Bank Executive Card (as indicated on the front of the card).

“**Convenience Check**” means a draft drawn against an Account by the Cardholder for Purchases (if permitted by the Employer).

“**Due Date**” means the date that payment is due for Debt on an Account as referenced on the Statement (the date printed on the Statement after the words “Please Mail By”).

“**Debt**” means all amounts charged to an Account, including without limitation, Purchases, Charges and Fees, that are due and owing to U.S. Bank.

“**Employer**” means the organization that authorized U.S. Bank to issue the Commercial Card to you on behalf of the organization.

“**Fees**” means all fees that are posted to an Account and due and payable to U.S. Bank which are associated with any Commercial Card, including but not limited to Annual Fee, Cash Advance Fee, Foreign Currency Fee, Late Payment Fee, Overlimit Fee and Returned Check Fee.

“**Foreign Transaction**” means the Charge or transaction that is not made in the United States and includes, without limitation, Charges or transactions made at merchant, ATM or financial institutions located in any territory other than the United States.

“**Foreign Transaction Fee**” means the fee U.S. Bank assesses on a Foreign Transaction. If the Foreign Transaction is not made in U.S. Dollars (the same currency in which the account is billed), then the currency of the Foreign Transaction must be converted into U.S. Dollars and U.S. Bank will assess a Foreign Transaction Fee of up to two and one-half percent (2.5%) of the resulting U.S. Dollar amount.

“**Late Payment Fee**” means the fee U.S. Bank charges to Cardholder on a Past Due Amount. U.S. Bank may assess a Late Payment Fee to the Account in terms of a fixed dollar amount or a percentage of the Past Due Amount and the Late Payment Fee will depend on whether the payment delinquency associated with the Account is 30 or 60 days

(or more) late. This fixed dollar amount or percentage is given on the card carrier after the words “30-day” or “60-day”. Any Late Payment Fee is listed on the Statement as a “Late Payment Charge”.

“**Legitimate Business Charge**” is any Charge that directly or indirectly benefits your Employer.

“**MasterCard**” means MasterCard USA and/or MasterCard International.

“**Overlimit Fee**” means the fee charged to the Account on any Statement closing date that the New Balance exceeds the Credit Limit.

“**Past Due Amount**” means the total amount of Debt that remains unpaid on an Account to U.S. Bank after the Due Date specified on the Statement.

“**Purchase**” means a purchase of goods or services (or both) that is charged to the Account with or in connection with a Card or Central Account.

“**Returned Check Fee**” means the fifteen-dollar (\$15.00) fee U.S. Bank charges to Cardholder for any item or Check presented for payment that can not be processed or is not otherwise honored by U.S. Bank.

“**Statement**” means a periodic billing statement listing all Purchases, Charges, Fees and any other transactions to each Account that is sent by U.S. Bank to the Cardholder as provided under this Agreement.

“**U.S. Bank**”, “**we**”, “**us**”, “**our**”, and “**Bank**” mean, U.S. Bank National Association ND, the creditor and issuer of Commercial Cards and related Accounts.

“**Visa**” means Visa USA, Inc. and/or Visa International Service Association, Inc.

2. YOUR ACCEPTANCE OF THE AGREEMENT

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

3. OWNERSHIP OF THE COMMERCIAL CARD

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

4. USE OF THE COMMERCIAL CARD

U.S. Bank provides charging privileges on the Commercial Card pursuant to a contract with your Employer. Your Employer has authorized the issuance of the Commercial Card to you, which is to be used only by you and only for Legitimate Business Charges, as defined to you by your Employer. Charging privileges will be withdrawn upon: (i) abuse of Charge privileges by you (including, but not limited to, the failure of your obligation to use the Commercial Card for Legitimate Business Charges, making illegal Purchases, failure of your obligation to make immediate payment to U.S. Bank, and failure of any other obligation as provided in this Agreement); (ii) termination of your employment or affiliation with your Employer; or (iii) termination or suspension of the contract between U.S. Bank and your Employer.

5. BILLING STATEMENT

U.S. Bank will provide you with a Statement showing Purchases, Charges, Fees and any other transactions that occurred in the previous Billing Cycle for the Account. U.S. Bank may also mail other important communications about your Commercial Card or Account to the last address you have given U.S. Bank in writing. You are responsible for Statements and other information mailed to such address. You agree to promptly notify U.S. Bank of any change to your address in writing to the address indicated below. **Because the Commercial Card is a charge card, not a credit card, the amount indicated as owing to U.S. Bank on the Statement is due upon receipt and must be paid in full by the Due Date for each Billing Cycle.** The Statement lists all Charges made to the Account during the previous Billing Cycle. These Charges include, but are not limited to, Purchases, Cash Advances and Fees associated with use of the Commercial Card.

Certain rates for Fees, such as Annual Fees, Cash Advance Fees, and Late Payment Fees, are disclosed on the card carrier. **Some of these Fees may not be applicable to your Statement.**

6. YOUR RESPONSIBILITY TO MAKE IMMEDIATE PAYMENT

Your obligation to make payment to U.S. Bank is due and payable in full upon the Due Date referenced on your Statement. You are liable to U.S. Bank for full payment of all Charges and Fees incurred on the Account or otherwise authorized by you, independent of any agreement or program for reimbursement that may exist between you and your Employer. You agree to pay U.S. Bank in U.S. dollars and if you pay by check, your check must be drawn on a financial institution located in the United States. The payment must be sent to U.S. Bank at the address shown on your Statement. If U.S. Bank returns a check tendered for payment, U.S. Bank will assess a Returned Check Fee to the Account associated with the returned check.

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

If you fail to make payment of the amount due as referenced on the Statement to U.S. Bank by the Due Date, any unpaid portion of the outstanding balance will be shown on subsequent Statements as a Past Due Amount.

A 30-day Late Payment Fee, as a fixed dollar amount or a percentage of the Past Due Amount, may be assessed to the Account.

If you fail to pay the Past Due Amount, U.S. Bank may assess a 60-day Late Payment Fee to the Account on each Statement until full payment is made on the Account.

7. CASH ADVANCES

If your Employer consents, you may be able to use your Commercial Card to obtain a Cash Advance by one of the following means and each means shall be considered a Cash Advance: (i) presenting the Commercial Card at a bank or other financial institution that accepts

the Commercial Card for that purpose; (ii) making a withdrawal of cash at an automatic teller machine; or (iii) use of a Convenience Check if permitted by your Employer for legitimate business purposes. The amount of the Cash Advance, plus a Cash Advance Fee, will be billed on the next Statement.

8. FOREIGN TRANSACTIONS

If you make a Foreign Transaction in a currency other than U.S. Dollars, then the Foreign Transaction will require a currency conversion. The Foreign Transaction will be converted into U.S. Dollars at the exchange rate established, from time to time, under applicable bylaws and rules of the Association. Commercial airline foreign exchange rates are set by the airline. You understand that the exchange rate in effect when the Foreign Transaction is processed may differ from the rate in effect on the date of the Foreign Transaction or posting to your Account and a Foreign Transaction Fee will be assessed on such Foreign Transaction. The amount of the Foreign Transaction in U.S. Dollars will be the amount of the foreign currency times (i) a rate selected by the Association from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the Association itself receives, (ii) the government mandated rate, or (iii) the rate established by commercial airlines for airline tickets issued by them, which are in effect for the applicable central processing date; in each of the above instances plus a Foreign Transaction Fee of up to two and one-half percent (2.5%) times the resulting U.S. Dollar amount.

9. DEFAULT

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

10. CANCELLATION OF COMMERCIAL CARD

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