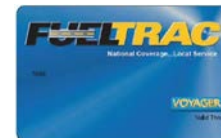


# U.S. Bank Voyager Fleet Card Program Application Checklist



- Section 1 - Company Information:** Complete all sections. Note that the LEGAL company name is required in this section; brand or abbreviated names cannot be accepted.
- Sections 2 & 3 - Charge Volumes:** If you anticipate monthly charge volume of **\$25,000.00 OR LESS** on the Fleet Card(s) complete **Section 2** and sign in both **Section 2** and **Section 4**. **ALSO**, submit a copy of a valid government issued photo id, (e.g., driver's license) with the completed Application. Financial statements are not required.

If you anticipate monthly charge volume of **GREATER than \$25,000.00** on the Fleet Card(s) read **Section 3** and sign in **Section 4**. **ALSO**, submit financial statements according to the following table.

ANTICIPATED MONTHLY CHARGE VOLUME	FINANCIAL STATEMENTS REQUIRED	YEARS
≤ \$25,000.00	YES	1
\$25,000.01 - \$250,000.00	YES	2
≥ \$250,000.01	YES	3

The financial statements must be the Company's most recent financial statements. If the most recent annual financial statements are more than five (5) months old, please provide the most recent interim financial statements as well. Financial statements must contain a Balance Sheet and an Income Statement/Profit and Loss and, if available, Statement of Cash Flows and Auditor's Opinion.

- Section 4 - Authorization and Execution:** Read carefully; all applicants must sign this section.
- Section 5 - Billing Cycle Selection:** Select your preferred Billing Cycle from the following:
- Provide Documentation Verifying Company's 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 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 Company's proof of existence may be acceptable.
- The Commercial Fleet Card Terms and Conditions (pages 4-8):** Read carefully and retain a copy for your records.
- Submit the Application Package:** Send completed applications, financial statements and other required material to your U.S. Bank Representative. If you do not have a U.S. Bank Representative, send completed applications, financial statements and other required material by email to: [cpsnewapplications@usbank.com](mailto:cpsnewapplications@usbank.com), by fax to U.S. Bank at 866-977-1310, or mail to U.S. Bank Attn: Contract Services, 901 Marquette Avenue, EP-MN-A17S, Minneapolis, MN 55402. U.S. Bank may contact Company to verify information or complete additional documentation.

If you have any questions about the Fleet Card Program, please call your U.S. Bank Sales Representative.



# U.S. Bank Voyager Fleet Card Program Application

The issuer of the U.S. Bank Fleet Card is U.S. Bank National Association ("U.S. Bank")



## Section 1 – Company ("COMPANY") Information

Company's Legal Name

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

Federal Tax ID

Doing Business As ("DBA"), if any. Please list all DBAs of the entity applying.

Company Physical Street Address (PO Box not acceptable)

City

State

Postal Code

Contact Name

Contact Title

Contact Phone Number

Contact Fax Number

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

Website Address

Billing Address (If Different From Company Address)

City

State

Zip Code

\$

Net Annual Sales

\$

Total Assets

\$

Anticipated Monthly Charge Volume

Number of Cards Requested

Number of Employees

**Industry Category:**  Deliveries  Manufacturer  Services  Retail  Wholesaler  Other \_\_\_\_\_

**Type of Organization:**  Corporation (Public)  Corporation (Private)  Partnership  Government  LLC  LLP  Other \_\_\_\_\_

**Non-Profit:**  Yes  No

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

If yes, please provide the following information:

Name of Financial Institution Providing Line of Credit

Limit

Amount Currently Outstanding

Is the company rated by Dun and Bradstreet (D&B)?  Yes  No If yes, D&B Number: \_\_\_\_\_

Does Company conduct business in a foreign country?:  Yes  No

If yes, list countries and nature of business conducted:

## Section 2 - Anticipated Monthly Charge Volumes \$25,000.00 or Less. If you anticipate Monthly Charge Volume of \$25,000.00 or less on the Fleet Card(s), please complete the section below and sign in Section 4.

Printed Name of Authorized Officer

Printed Title of Authorized Officer

Home Phone Number

Date of Birth

Social Security Number

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

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

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_:

Signature of Authorized Officer

VOYAGER

usbank

### Section 3 –Anticipated Monthly Charge Volumes Greater than \$25,000.00. If you anticipate Monthly Charge Volume of greater than \$25,000.00 on the Fleet Card(s), please read below and sign in Section 4.

By completing this Application, Company acknowledges and agrees that: (a) all information provided in this Application is true, complete and accurate and Company has the authority to provide such information and complete such Application; (b) Company requests that U.S. Bank establish an Account in the name of Company and issue Cards in accordance with the Agreement; (c) U.S. Bank will review this Application and may, at its sole discretion, grant such request, but that U.S. Bank is under no obligation to do so; (d) Company shall be bound by the Agreement upon signing this Application; and (e) U.S. Bank is authorized to investigate, obtain, and exchange reports and information regarding this Application and any resulting Accounts with credit reporting agencies and other parties with legitimate business needs for such reports or information. If this Application is approved, Company and U.S. Bank agree that the Agreement attached to this Application shall constitute the entire agreement between Company and U.S. Bank.

### Section 4 –Authorization and Execution

Company certifies to U.S. Bank that the person executing this Agreement (1) is authorized by Company in accordance with its organization rules and applicable law to bind Company to this Agreement, (2) has the authority to incur Debt in the name of Company, (3) is an officer of Company, and (4) is acting in his or her capacity as an agent of Company.

The signer represents and warrants that (1) he or she is duly authorized by an applicable Bylaw, Article or other corporate authority to enter into all transactions contemplated by this Agreement, and (2) the signatures appearing on all supporting documents of authority are authentic.

**In witness whereof**, Company has executed this Application and agrees to the attached Agreement.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
(day) (month) (year)

\_\_\_\_\_  
Signature of 1<sup>st</sup> Authorized Signer

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Authorized Signer (ONLY if required by Company's organizational guidelines)

\_\_\_\_\_  
Printed Name of 1<sup>st</sup> Authorized Signer

\_\_\_\_\_  
Printed Name of 2<sup>nd</sup> Authorized Signer

\_\_\_\_\_  
Printed Title of 1<sup>st</sup> Authorized Signer

\_\_\_\_\_  
Printed Title of 2<sup>nd</sup> Authorized Signer

### Section 5 –Billing Cycle Selection

Select your preferred Billing Cycle from the following:

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

**If Weekly Billing Cycle is selected:**

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

### Section 6 – Compliance with Applicable Statutes and Regulations

The parties shall maintain compliance with all statutes, regulations and U.S. Bank policy applicable to the products and services contemplated under this Application and Agreement, including but not limited to Anti-Money Laundering and U.S. Economic Sanctions. To help the United States government fight the funding of terrorism and prevent money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or any other entity recognized as a legal person) who opens an account. U.S. Federal law also requires financial institutions to conduct ongoing customer due diligence, verify the identity of beneficial owners of certain legal entities, and comply with U.S. Economic Sanctions. U.S. Bank may require Identification Information on Company's affiliates, Participants, Related Parties, or Cardholders, as applicable, to allow U.S. Bank to remain in compliance with U.S. Federal law or U.S. Bank policy. Company shall promptly provide such Identification Information to U.S. Bank, and Company shall cause its affiliates, Participants, Related Parties or Cardholders, as applicable, to provide Identification Information to U.S. Bank. “**Identifiable Information**” means legal names, physical street addresses, taxpayer identification numbers, dates of births or other information or documentation. “**Related Parties**” means Authorized Officers, Authorized Signers or beneficial owners of Company or Company's affiliates and may include directors or others related to Company. “**U.S. Economic Sanctions**” means the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control.

#### FOR U.S. BANK USE ONLY

\_\_\_\_\_  
Agent, if any

\_\_\_\_\_  
TOA

\_\_\_\_\_  
LOC

\_\_\_\_\_  
RC

# U.S. Bank Voyager Fleet Card Program

## Terms and Conditions



The U.S. Bank Voyager® Fleet Card Program Terms and Conditions (the “**Agreement**”) is entered into, by and between U. S. Bank National Association (“**U.S. Bank**”) and the entity that signed the Application as “**Company**” for the establishment of a Fleet Card Program. This Agreement supersedes any previous and like agreements with Company.

1. **EFFECTIVE DATE.** The Agreement shall become effective when U.S. Bank has 1) approved the credit worthiness of Company and 2) approved this Application. The “**Effective Date**” of this Agreement shall be the date the Application is signed by Company.
2. **SCOPE OF FLEET CARD PROGRAM.** The “**Fleet Card Program**” includes transaction processing, reporting and payment systems with respect to purchases of motor fuels and other products and services by fleet vehicle operations. Upon approval, as indicated above, U.S. Bank will issue U.S. Bank Fleet Cards (“**Fleet Cards**” or “**Cards**”) and establish related Accounts for Company, and those of its subsidiaries or affiliates that Company may designate to U.S. Bank in writing while this Agreement is in effect and that U.S. Bank approves as participant(s) (known here after as “**Participant**” and “**Participants**”). Company shall furnish a list, in writing, to U.S. Bank designating such Participant(s) and legal business names, if business activities are conducted under a name other than Company’s. Company shall have the right to exclude any Participant from the Fleet Card Program upon written notice to U.S. Bank. Company and/or authorized Participant shall designate employees to U.S. Bank that should receive Cards (“**Cardholders**”) and/or be issued Account numbers. Company shall be responsible for selecting personal identification number(s) (“**PIN(s)**”), driver identification number(s) (“**Driver ID(s)**”) or vehicle identification number(s) (“**Vehicle ID(s)**”), collectively, “**Account Information**”, pursuant to the Fleet Card Program. Unless U.S. Bank notifies Company to the contrary, or a Card has been terminated as provided herein, all Cards will be cancelled upon the expiration or termination of this Agreement. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement. “**Account**” means any account established by U.S. Bank pursuant to this Agreement in the name of Company, its Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued.
3. **LIABILITY.** Company, and if applicable, Authorized Officer, shall be liable for all Debt incurred or arising by virtue of the use of a Card and/or Account of Company, Participant or any Cardholder. “**Debt**” means all amounts charged to an Account including without limitation all purchases, fees, Finance Charges, and other charges or amounts due that are owed to U.S. Bank by Company, its Authorized Officer(s), affiliates, Participants, and/or Cardholders.
  - a. **Joint and Several Liability.** Company and the Authorized Officer are jointly and severally liable to U.S. Bank for all Debt.
  - b. **Corporate Liability.** Company is solely liable to U.S. Bank for all Debt.
4. **BILLING.**
  - a. U.S. Bank will make available to Company a periodic billing statement (the “**Statement**”), which will itemize all charges for the Billing Cycle. The “**New Balance**” shown on the Statement shall be due in full and payable in U.S. dollars by the date shown on the Statement as the “**Due Date**” and Company agrees to make payment by the Due Date.
  - b. **Billing Cycles.** The following Billing Cycles are available to Company, subject to approval by U.S. Bank. “**Billing Cycle**” means the time period from when a Statement is generated until the next Statement is generated.
    - i. **Weekly Billing Cycle.** A seven (7) day period in which purchases, fees, Finance Charges, and other charges or amounts are posted to Accounts. For Weekly Billing Cycles, Company authorizes U.S. Bank to draw funds to pay the New Balance, and Previous Balance as defined herein, if any, from a business account designated by Company using Automated Clearing House (“**ACH**”) or other electronic means agreed to by the parties.
    - ii. **Biweekly Billing Cycle.** A period in which purchases, fees, Finance Charges, and other charges or amounts are posted to Accounts, on the same day of the week, every other week. A Biweekly Billing Cycle has twenty-six billing periods each year.
    - iii. **Semi-monthly Billing Cycle.** A period in which purchases, fees, Finance Charges, and other charges or amounts are posted to Accounts starting on the either the first (1<sup>st</sup>) or fifteenth (15<sup>th</sup>) day of each month and ending on the either the fifteenth (15<sup>th</sup>) or the last day of the that same month, respectively. A Semimonthly Billing Cycle has twenty-four billing periods each year.
    - iv. **Monthly Billing Cycle.** A one (1) month period in which purchases, fees, Finance Charges, and other charges or amounts are posted to Accounts.
5. **FINANCE CHARGES.**
  - a. **Finance Charge Calculation.** If Company’s New Balance is not paid in full on or before the Due Date, or for Weekly Billing Cycles if Company does not have a sufficient balance in its designated bank account for U.S. Bank to draw funds to satisfy the New Balance, a Finance Charge will be charged to Company. The Finance Charge will be arrived at by first determining Company’s Average Daily Balance (“**ADB**”) and then multiplying the Average Daily Balance by the “**Annual Percentage Rate**” (for Company’s state of mailing address) set forth on Schedule A, the Finance Charge Rate Schedule, at the end of this Agreement and dividing by the number of billing cycles in one year to arrive at the “**Finance Charge**”.
  - b. **Average Daily Balance Calculation.** To arrive at the ADB, U.S. Bank will take the beginning balance on Company’s account each day, add debits and any new purchases (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), then 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 “**Average Daily Balance.**”
  - c. **Minimum Finance Charge.** If a minimum Finance Charge “**Minimum Finance Charge**” is required by the state in which Company has its mailing address, Minimum Finance Charges will be billed as follows.
    - i. **Weekly Billing Cycle.** The Minimum Finance Charge for a Weekly Billing Cycle will be \$0.10.
    - ii. **Biweekly Billing Cycle.** The Minimum Finance Charge for a Biweekly Billing Cycle will be \$0.15.
    - iii. **Semi-monthly Billing Cycle.** The Minimum Finance Charge for a Semimonthly Billing Cycle will be \$0.25.
    - iv. **Monthly Billing Cycle.** The Minimum Finance Charge for a Monthly Billing Cycle will be \$0.50.
6. **DELINQUENCY.** An Account will become delinquent unless U.S. Bank receives the amount shown on the Statement as the New Balance, less any disputed amounts, by the Due Date. Any unpaid portion of the New Balance will be shown on subsequent Statements as the “**Previous Balance.**” In the event of Company’s delinquency, U.S. Bank may elect to terminate this Agreement immediately upon notice to Company. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.
7. **DISPUTED BILLINGS.** Company may notify U.S. Bank of any disputes regarding charges or billings hereunder in writing, by telephone or by electronic means, such as Fleet Commander® *Online*. Written communications relating to billing disputes must be sent to U.S. Bank at PO Box 13050 Overland Park, Kansas 66282-3050. Communications should include the Company’s and, if applicable, the Participant’s name(s) and account number(s), the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received in written form by U.S. Bank within sixty (60) days after the Statement Date on the Statement on which the disputed or incorrect charge first appeared.

- 8. LOST OR STOLEN CARD(S) OR COMPROMISED ACCOUNT(S).**
- a. Company shall immediately, upon receipt of such information, notify U.S. Bank of any of the following events and shall provide U.S. Bank with sufficient information for U.S. Bank to act on such notifications:
    - i. Termination of employment of any Cardholder or Participant;
    - ii. Any lost or stolen Fleet Card;
    - iii. Any compromised Account; or
    - iv. Any compromised information regarding Fleet Cards, Accounts, or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Cardholder information.
    - v. Failure of Company to provide timely notification may result in the liability of Company to pay for transactions on such Fleet Cards or Accounts.
  - b. Company and/or Authorized Officer agrees to use fraud controls provided by U.S. Bank and acknowledges that such use is required in order to exercise any recovery from U.S. Bank. At minimum, Company and/or Authorized Officer agree to: (1) ensure that Account Information and Cards are safeguarded and kept separate and apart from one another, and (2) have daily transaction and spending limits in place on Cards based on the spending needs of their drivers. U.S. Bank shall not be liable for any losses due to fraud if Company and/or Authorized Officer fail to demonstrate that both such fraud controls are in effect and actively used.
  - c. Subject to the terms set forth above in this Section 8, U.S. Bank agrees it shall be liable for fraudulent charges incurred or arising by the use of Cards in the Card Program, however, U.S. Bank shall not in any event be liable for any employee and/or Cardholder misuse of a Card.
- 9. FEES.** The fees and charges listed below apply to this Agreement. Failure of U.S. Bank to apply any fee or charge outlined in this Agreement at any time does not preclude U.S. Bank from ever applying such fee or charge. U.S. Bank reserves the right to change pricing upon 30 days prior notice to Company.
- a. **Expedited Delivery Fee.** U.S. Bank may charge an expedited card delivery fee of \$20.00 for each expedited shipment of Cards
  - b. **Finance Charge.** A Finance Charge as provided in Section 5 of this Agreement.
  - c. **Logo Fee.** U.S. Bank may charge a fee of \$350.00 to set Company's and/or Participant's logo on the Card (the "**Logo Fee**"). A two-week delay may occur with Card issuance and implementation.
  - d. **Returned Check Fee.** U.S. Bank will charge a returned check fee ("**Returned Check Fee**") of \$35.00 for any check that is returned to U.S. Bank as unpaid.
  - e. **Set-Up Fee and Monthly Card & Account Fees.** The following fees may be charged to companies with monthly charge volume of less than \$8,000.00. Monthly Fleet Card Fees shall be charged on Company's first billing Statement each month, for the previous month, for companies with Weekly, Biweekly and Semimonthly Billing Cycles:
    - i. One Time Account Set-Up Fee: \$45.00 per Account
    - ii. Monthly Card Fees:
      - a. 1-25 cards \$2.00 per Card or Account
      - b. 26-100 cards \$1.50 per Card or Account
      - c. 101-200 cards \$1.00 per Card or Account
      - d. More than 200 Cards \$0.00 per Card or Account
  - f. **Statement and Report Fee.** U.S. Bank may charge a fee of \$4.95 for each delivery of a physical Statement or report.
- 10. CONFIDENTIALITY.** The Fleet Card Program is a unique service involving proprietary information of U.S. Bank. Company agrees that the Fleet Card Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees and agents of Company, and only to the extent necessary for Company to participate in the Fleet Card Program. U.S. Bank agrees that it will maintain all non-public data relative to Company's Account(s) under the Fleet Card Program as confidential information and U.S. Bank agrees to use such data regarding Company exclusively for the providing of services to Company hereunder and not to release such information to any other party except its agents; provided, however, that U.S. Bank must disclose transaction information to merchants and third party processors. Notwithstanding the foregoing, if Company participates in the Fleet Card Program through a third party who participates in a referral or similar program with U.S. Bank, Company consents to U.S. Bank sharing Company information with the third party to carry out the requirements of the third party program, and Company acknowledges that such shared information may contain direct or indirect identification of Company. U.S. Bank agrees to take all reasonable steps to safeguard such proprietary information and not to release such information to any party or agent not essential to participation in the Fleet Card Program or the third party program.
- 11. TERM, TERMINATION AND SUSPENSION.**
- a. This Agreement shall remain in full force and effect for an initial term of five (5) years from the Effective Date of this Agreement ("**Agreement Term**"), and shall continue thereafter until terminated by Company or U.S. Bank upon thirty (30) days prior written notice to the other party. After the completion of the Agreement Term either party may terminate this Agreement without cause, at any time, upon ninety (90) days prior written notice to the other Party. The effective date of termination shall be stated in the written notice of termination. All Cards and Accounts shall be deemed canceled effective upon termination of this Agreement.
  - b. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement immediately, by written notice of such termination to the other party, upon any one (1) or more of the following events: (i) dissolution or liquidation of the other Party, or Parent thereof, if applicable; (ii) insolvency of the other party or Parent thereof, if applicable, or the filing of a bankruptcy or insolvency proceeding by the other party, the appointment of a receiver or trustee for benefit of creditors of the other party or if the other party enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of the other party; or (iv) any failure by the other party to perform a material obligation of this Agreement.
  - c. Upon termination of this Agreement for any reason, Company shall destroy all Cards and return all confidential information of U.S. Bank to U.S. Bank. Company, and Authorized Officer if applicable, shall remain liable for all Debt incurred or arising by virtue of the use of a Card and/or Account prior to the termination date.
  - d. U.S. Bank shall have the right to suspend any and all services and Debt to Company under this Agreement in the event that: (i) Company has breached any term of this Agreement; (ii) Debt due from Company, in the aggregate, exceeds Company's Credit Limit; or (iii) an Account becomes delinquent. An Account will become Delinquent unless U.S. Bank receives the New Balance, less any disputed amounts, on or before the Due Date. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.
  - e. **Regulatory Termination & Suspension.** U.S. Bank may immediately take the following action:
    - i. U.S. Bank may suspend or terminate any Account if Company fails to comply with requests for Cardholder Identification Information pursuant to Section 6 of the Application.
    - ii. U.S. Bank may terminate any Account if U.S. Bank is unable to verify the identity of Cardholder based on the Identification Information submitted to U.S. Bank.
    - iii. U.S. Bank may terminate any Account if U.S. Bank is unable to verify that providing services to Cardholder does not pose a risk to U.S. Bank of violating any requirement in Section 6 of the Application.
    - iv. U.S. Bank may terminate this Agreement for Company's failure to comply with Section 6 of the Application; or
    - v. U.S. Bank may terminate this Agreement if U.S. Bank determines that provision of services under this Agreement is counter to any existing, new or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.



- f. U.S. Bank may terminate this Agreement immediately upon written notice to Company if there has been no activity on Accounts within six months of the Effective Date of this Agreement or for any six month period after the Effective Date of the Agreement.
- g. Rights, Debt or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement.

## 12. INDEMNIFICATION.

- a. **Indemnification.** Each party (acting as “Indemnitor”) will defend, indemnify and hold harmless the other party and its Affiliates, and the employees, officers, and directors of the other party and its Affiliates (each a “Indemnified Party”) against all reasonable attorney’s fees, costs, and expenses of the Indemnified Party and all liability and damages of the Indemnified Party (collectively, “Third Party Claims”), arising in connection with: (1) the negligent acts, omissions, or willful misconduct of the Indemnitor; (ii) the breach by the Indemnitor of any obligations or warranties under this Agreement; (iii) the violation of any applicable law, statute or regulation; (iv) the violation of any third-party’s trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of this Agreement; including failure to obtain necessary intellectual property licenses; or (v) any death, bodily injury or property damage caused or incurred by the Indemnitor’s personnel in the course of performing any services under this Agreement or while upon the premises of the Indemnified Party or any of its Affiliates.
- b. **Indemnification Procedure.** If a Third Party Claim is commenced with respect to which the Indemnified Party is entitled to indemnification under this section, the Indemnified Party will provide notice thereof to the Indemnitor. The Indemnitor is entitled, if it so elects in a notice promptly delivered to the Indemnified Party, to immediately take control of the defense, settlement, and investigation of any Third Party Claim and to employ and engage attorneys reasonably acceptable to the Indemnified Party to handle and defend the same, at the Indemnitor’s sole cost. The Indemnified Party will cooperate in all reasonable respects, at the Indemnitor’s cost and request, in the investigation, trial and defense of such Third Party Claim and any appeal arising therefrom. The Indemnitor will not consent to the entry of any judgment or enter into any settlement with respect to a Third Party Claim without the Indemnified Party’s prior written consent. The Indemnified Party may also, at its own cost, participate through its attorneys or otherwise in such investigation, trial and defense of any Third Party Claim and related appeals. If the Indemnitor does not assume full control over the defense of a Third Party Claim as provided in this section, the Indemnified Party will have the right to defend the Third Party Claim in such manner as it may deem appropriate, at the reasonable cost and expense of the Indemnitor.
- c. Neither Company nor U.S. Bank shall be liable to the other for any consequential, special, indirect, or punitive damages of any nature under this agreement.

## 13. LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY, PARTICIPANT(S), U.S. BANK OR ANY AFFILIATE OF U.S. BANK BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

## 14. WARRANTIES.

Company warrants the truth, completeness and accuracy of the following in connection with this Agreement: (i) The financial information and all other information provided to U.S. Bank; (ii) This Agreement is a valid, binding and enforceable agreement; (iii) The execution of this Agreement and the performance of its Debt are within Company’s power, has been authorized by all necessary action and does not constitute a breach of any agreement of Company with any party; (iv) Company has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Card and/or participation in the Fleet Card Program; (v) the execution of this Agreement and the performance of its Debt under this Agreement will not cause a breach by it of any duty arising in law or equity; and (vi) Company possesses the financial capacity to perform all of its Debt under this Agreement. The parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and U.S. Bank will have the right, upon notice to Company, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable. **U.S. Bank hereby disclaims any and all warranties with respect to goods and services purchased with its Cards and/or Accounts, including, without limitation, the implied warranty of merchantability or fitness for a particular purpose.** This warranty and damages disclaimer shall apply whether U.S. Bank acts as card issuer, arranger of third party credit, or otherwise.

## 15. FINANCIAL INFORMATION.

- a. This Agreement is for the extension of credit with a financial institution and not a vendor services agreement. Accordingly, Company and, upon request by U.S. Bank, any Participant shall provide information requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp or any of its subsidiaries, Company and any requested Participant shall provide audited financial statements prepared by Company’s or Participant’s respective independent certified public accountant as soon as available and in any event not later than 120 days after the end of each fiscal year of Company or Participant, respectively. If U.S. Bank requires additional information to conduct its review, Company and any requested Participant shall provide U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Company as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.
- b. **Accurate Information.** Company must promptly notify U.S. Bank in writing of any material change to any information provided to U.S. Bank at any time in contemplation or in furtherance of this Agreement, including, without limitation the Company’s primary business, legal organization (e.g., partnership, corporation, etc.), change in control or sale of affiliates, subsidiaries, or other entities participating under the agreement.

## 16. CREDIT ACCOUNTS.

Upon U.S. Bank approval, U.S. Bank will establish credit limits and related controls necessary for the Company Account. At its sole discretion, U.S. Bank may revise any credit limits or controls associated with this Program and will provide notice to Company of any decrease in a Program credit limit that results in an amount lower than the current amount outstanding on the Account. Within ten days of such notice, Company shall make a payment to U.S. Bank sufficient to reduce the amount outstanding to an amount that is equal to or less than the revised credit limit.

## 17. CHANGE IN TERMS OF THE AGREEMENT.

U.S. Bank may change the terms of this Agreement at any time by giving Company notice. If permitted by applicable law, such changes will apply to existing Account balances as well as future purchases. If Company does not accept the changes, Company must notify U.S. Bank in writing within 25 days after the date of the notice that Company refuses to accept the changes and elects to terminate this Agreement. Should Company elect to terminate this Agreement pursuant to this Section 17, all outstanding Debt shall become due and payable by Company to U.S. Bank, according to the terms of this Agreement. Company will also be responsible for ensuring the destruction of all Cards.

## 18. REGISTERED MARKS AND TRADEMARKS.

Company has no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by U.S. Bank.

## 19. NOTICES.

Except with respect to notices relating to the status of individual Cards which may be established in writing between U.S. Bank and Company or a Participant, all notices, requests and other communication provided for hereunder must be directed to Company at the address on the Application and to U.S. Bank at U.S. Bank Attn: Contract Services, 901 Marquette Avenue, EP-MN-A17S, Minneapolis, MN 55402. Unless otherwise specified herein, requests and other communication provided for hereunder must be in writing, postage prepaid, hand delivered or by any means approved by U.S. Bank. Either party may, by written notice to the other, change its notification address.

## 20. GOVERNING LAW AND VENUE.

The laws of the state of Minnesota and applicable federal laws and regulations of the United States apply to any dispute arising out of this Agreement, its subject matter, or its formation, including any non-contractual disputes. The laws of the state of Minnesota and applicable federal laws and regulations of the United States shall govern software services provided to Company pursuant to this Agreement. Any dispute or claim arising out of this Agreement, its subject matter, or its formation, including any non-contractual disputes, shall be brought before

a state or federal court located in the city of Minneapolis, Minnesota, and will be exclusively governed by and construed in accordance with the laws of the state of Minnesota.

**21. FORCE MAJEURE.**

- a. Except for any duty arising under this Agreement to make payments, neither party is responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, 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 shall:
  - i. implement its applicable disaster recovery plan to the extent appropriate, and practicable;
  - ii. give the other party prompt notice of the occurrence of a force majeure event;
  - iii. use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster recovery plan; and
  - iv. provide periodic updates to the other party regarding its efforts to re-commence performance until performance has re-commenced in accordance with this Agreement.
- b. Either party may terminate this Agreement upon written notice to the other, if the non-terminating party is unable to perform a material portion of its obligations as a direct result of a force majeure event for more than 30 consecutive days. Delay in either party's performance is excused to the extent its performance is delayed solely due to an act or omission of the other party.

**22. WAIVER OF JURY TRIAL.** Company and U.S. Bank hereby waive all rights to trial by jury in any proceeding relating to this Agreement.

**23. EMPLOYMENT OF AGENTS.** U.S. Bank may, in its sole discretion, employ affiliates or subsidiaries of U.S. Bank as agents to perform part or all of its obligations under this Agreement at any time without consent of Company; provided, however, that such action shall not affect its obligations to Company hereunder.

**24. FLEET CONTACT.** The Fleet Contact listed on the Application is authorized to provide U.S. Bank with the information necessary to establish the Account records and Cards, including, but not limited to, PINs, Vehicle IDs, Driver IDs, and related information. U.S. Bank is authorized to send all Account information and Cards produced to the Fleet Contact's attention. Company may, at any time, by written notice to U.S. Bank, change its Fleet Contact or designate a different Fleet Contact than is listed on the Fleet Card Application.

**25. ASSIGNMENT.** This Agreement and any and all rights and Debt associated with the same may be assigned without prior notice to Company. All of U.S. Bank's rights under this Agreement shall also apply to any assignee of this Agreement. Company may not assign or transfer this Agreement or any rights or Debt hereunder, by merger, of law, or otherwise, without the prior written consent of U.S. Bank.

**26. CUSTOMER SERVICE.** Company may contact U.S. Bank's customer service center 24/7 at 800-987-6591 for Fleet Program customer service. Company may contact Fleet Services customer service center 24/7 at 800-987-6589 for merchant authorization support.

**27. SEVERABILITY.** Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.

# Schedule A

## FINANCE CHARGE RATE SCHEDULE

State of Mailing Address	Balance Subject to Finance Charge	Periodic (Monthly) Rate	Annual Percentage Rate
California, Colorado, District of Columbia, Georgia, Idaho, Indiana, Mississippi, New Jersey, New Mexico, Oklahoma, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Wyoming	ALL	1.75%	21.0%
Arizona, Delaware, Illinois, Kentucky, Nevada, New Hampshire, New York, Oregon	ALL	1.80%	21.6%
Pennsylvania	ALL	1.25%	15%
Minnesota	ALL	1.33%	16.0%
Michigan	ALL	1.70%	20.4%
Arkansas	ALL	.792%	9.5%
Iowa	ALL	1.65%	19.8%
Nebraska	0-\$500 over \$500	1.75% 1.50%	21.0% 18.0%
Maryland	0-\$700 over \$700	1.55% 1.00%	21.0% 18.0%
West Virginia	0-\$750 over \$750	1.50% 1.00%	18.0% 12.0%
Alaska	0-\$1000 over \$1000	1.50% .83%	18.0% 10.0%
Kansas	0-\$1000 over \$1000	1.50% 1.20%	18.0% 14.4%
Alabama	0-\$750 over \$750	1.75% 1.50%	21.0% 18.0%
Connecticut, Florida, Hawaii, Louisiana, Maine, Massachusetts, Montana, North Carolina, North Dakota, Ohio, Rhode Island, Washington, Wisconsin	ALL	1.50%	18.0%
Missouri	ALL	1.67%	20.04%