



Canada

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**One Card Application**

A large, light blue graphic consisting of several five-pointed stars of varying sizes and orientations, arranged in a pattern that suggests movement or a globe. Two thick, curved swooshes frame the stars, one at the top and one at the bottom, curving from the left side towards the right.

**Corporate Payment Systems**

The One Card Program Application preceding these Terms and Conditions (the "**Application**") is submitted by the entity identified on the Application and executing the authorization therein ("**Company**") to U.S. Bank National Association operating through its Canada branch ("**U.S. Bank Canada**") for the purpose of requesting that U.S. Bank Canada establish a One Card Program (defined below) for Company in Canada, and such of its subsidiaries or affiliates in Canada (including joint ventures and companies in which Company has a substantial investment) as Company may designate to U.S. Bank Canada in writing while this Agreement is in effect, so long as such subsidiary or affiliate is and remains approved by U.S. Bank Canada, as participant(s) (known hereafter as "**Participant**" and "**Participants**") in Canada. Company shall furnish a list to U.S. Bank Canada designating such Participant(s) and business names, if business activities are conducted under a name other than the Company's. Company shall have the right to exclude any Participant or employee from the One Card Program upon written notice to U.S. Bank Canada. In the event U.S. Bank Canada approves the Application of Company, then these Terms and Conditions, the Application, the information set forth in the Application and any related terms imposed or provided by U.S. Bank Canada to Company shall govern the One Card Program offered by U.S. Bank Canada to Company and Participants (this "**Agreement**"). This Agreement shall become effective upon the date of approval of the Application by U.S. Bank Canada and issuance of Cards to Company and/or Participants ("**Cards**") and establishment of Accounts (defined below) as provided in Section 1 below (the "**Effective Date**"). This Agreement is entered into for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Company and U.S. Bank Canada, and each of Company and U.S. Bank Canada intend to be legally bound by this Agreement.

1. **SCOPE OF ONE CARD PROGRAM.** The One Card is a business purpose charge card ("**Card**") designed for use by Company, Participants and their Cardholders (defined below) that combines the ability to use the Card for travel and entertainment related business expenses ("**T&E Function**") with the ability to charge goods and services related to the business activities of Company and/or Participant ("**Purchasing Function**") on a single Account (defined below) in Canada ("**One Card Program**"). Company and/or Participant shall designate to U.S. Bank Canada individuals who are authorized to incur expenses on behalf of Company and/or Participant and who are to receive Cards ("**Cardholders**") and/or be issued Account numbers ("**Accountholders**" and, collectively with Cardholders, "**Holders**") by submitting to U.S. Bank Canada completed, duly authorized applications, in a format specified by U.S. Bank Canada. If a Card or Account is used for transactions in a country other than the Canada, the Statement (defined below) shall reflect the conversion into Canadian dollars of transactions that occurred in a different currency and an applicable exchange rate. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement and any Cardholder Agreement provided to Cardholder when the Card is issued, as it may be amended from time to time. "**Account**" means any account established by U.S. Bank Canada pursuant to this Agreement in the name of Company, its Participants and/or Holders, to which Debt (defined below) is charged, regardless of whether or not a Card is issued. "**Visa**" shall mean, collectively, without limitation, Visa Canada Association and Visa International Service Association, Inc.
2. **BILLING.** Payment to U.S. Bank Canada by Company, Participants, or Holders (as applicable) for the One Card Program will only be accepted in the form of an electronic payment method approved by U.S. Bank Canada. Based upon the billing option offered to Company under this Agreement, U.S. Bank Canada will send to Company, Participant or Holder a periodic billing statement ("**Statement**"), which will itemize all transactions for the billing period with respect to such Account(s). The amount shown on the Statement as "**Total Payment Due**" shall be due and payable in Canadian dollars within the Payment Term (defined below). Depending upon Company's eligibility, U.S. Bank Canada may offer a biweekly or monthly Billing Cycle, as described herein. "**Billing Cycle**" means the period of time from which a Statement is generated until the next Statement is generated. "**Payment Term**" means the period of time after the end of a Billing Cycle within which Total Payment Due must be received.
  - 2.1 **Biweekly Billing Cycle and Central Billing.** If a biweekly Billing Cycle is in effect, all transactions will be billed every fourteen (14) days. U.S. Bank Canada remits Statements on all Accounts directly to Company or Participant for payment to U.S. Bank Canada and with this option, U.S. Bank Canada will post all transactions to a Cardholder Account that will roll up to a central account of Company or Participant ("**Central Account**") for billing or will bill all transactions directly to a Central Account (collectively, this process is defined as "**Central Billing**"). Company or Participant will receive one or more Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account transactions. Payment for all Accounts with Central Billing on a Biweekly Billing Cycle will have a seven (7) day Payment Term. Company or Participant shall pay the Total Payment Due to U.S. Bank Canada within the seven (7) day Payment Term.
  - 2.2 **Monthly Billing Cycle.** If a monthly Billing Cycle is in effect, all transactions will be billed on the same numerical day each month ("**Cycle Date**"). Subject

to approval by U.S. Bank Canada, the billing options offered to Company and its Participants for a monthly Billing Cycle include:

- (a) **Central Billing.** U.S. Bank Canada remits Statements on all Accounts directly to Company or Participant for payment to U.S. Bank Canada. The Payment Term for all Accounts with Central Billing on a monthly Billing Cycle is fourteen (14) days after the Cycle Date. Company or Participant shall pay the Total Payment Due to U.S. Bank Canada within the fourteen (14) day Payment Term.
  - (b) **Split Billing.** Company or Participant may select billing options based upon the Purchasing Function or the T & E Function:
    - (i) All Purchasing Function Accounts receive Central Billing. The Payment Term for Central Billing Accounts on a monthly Billing Cycle is fourteen (14) days after the Cycle Date. Company or Participant shall pay the Total Payment Due to U.S. Bank Canada within the fourteen (14) day Payment Term.
    - (ii) U.S. Bank Canada remits Statements on all Accounts directly to Cardholders for all T&E Function Accounts ("**Individual Billing**"), excluding any Accounts established without the issuance of Cards. The Payment Term for Individual Billing Accounts is twenty five (25) days after the Cycle Date. Cardholders receive a Statement at the conclusion of each monthly Billing Cycle and are responsible for ensuring the Total Payment Due is paid within the Payment Term. Company or Participant may elect to receive one or more summary statements or reports showing all transactions billed to Cardholder Accounts. In the event Cardholder fails to pay the Total Payment Due within the Payment Term, U.S. Bank Canada shall bill Company and/or Participant and Company shall be liable for all Debt as provided in Section 3 of this Agreement.
3. **LIABILITY.** Company is solely liable to U.S. Bank Canada for all purchases, cash advances, charges, fees, and other transactions made or incurred on all Cards and Accounts ("**Debt**") under this One Card Program. Without limiting the foregoing, Company agrees that it is liable for all Debt incurred by all Participants and Holders.
  4. **LIABILITY WAIVER.** Company is protected by the "Visa® Liability Waiver Program" established by Visa in the event of fraudulent use of the One Card Program, provided that Company promptly notifies U.S. Bank Canada of the fraudulent activity and complies with the terms and conditions of the Visa Liability Waiver Program as provided by Visa. Company acknowledges and agrees that liability waiver benefits are subject to the Visa Liability Waiver Program rules, restrictions, limitations and exclusions and the Visa Liability Waiver Program and related terms (including, but not limited to the amount of coverage) may be canceled, modified or amended at any time and without notice to Company at the sole discretion of Visa Canada Association. Visa provides coverage for any Company with more than five (5) Cardholders, up to one hundred thousand (\$100,000.00) Canadian dollars per Cardholder.
  5. **DELINQUENCY.** If the amount shown on the Statement as the current amount due has not been paid to U.S. Bank Canada by Company, Participant and/or the Cardholder within the Payment Term any unpaid portion of the Total Payment Due will be shown on subsequent Statements as the "**Past Due Amount**". U.S. Bank Canada shall have the right to suspend or cancel any Account that is delinquent for a period exceeding two (2) Billing Cycles. U.S. Bank Canada shall have the right to bill "**Delinquency Fees**" on all delinquent Accounts as specified in Section 8.2 below. U.S. Bank Canada shall have the right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent Debt or other amount on any Account.
  6. **DISPUTED BILLINGS.** All disputes regarding charges or billings for the One Card Program shall be communicated in writing to U.S. Bank Canada at the address provided on the Statement. U.S. Bank Canada must receive written communication of a dispute within sixty (60) days of the date on the Statement on which the disputed or allegedly incorrect transaction first appeared. Visa regulations govern the resolution of all billing disputes.
  7. **CLOSED, LOST OR STOLEN CARD OR COMPROMISED ACCOUNTS.** Company or Participant shall immediately notify U.S. Bank Canada by telephone at (800) 588-8065 followed by a written confirmation addressed to, U.S. Bank Canada, 120 Adelaide Street West, Suite 2300, Toronto, Ontario M5H 1T1 in the event of: (i) termination of employment of any Holder and/or termination of Holder's access to the One Card Program or any cancelled Card or closed Account; (ii) any lost or stolen Card or compromised Account; or (iii) any compromised information regarding Cards, Accounts and/or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Holder information. Company or Participant shall provide sufficient information as may be requested by U.S. Bank Canada for U.S. Bank Canada to act on such notifications. The liability of Company is limited to the period of time from when notification should have been received to when notification is actually received and only for those transactions that U.S. Bank Canada cannot either charge back to the

- merchant or collect directly from the Cardholder. Company and/or Participant is liable for all use, unauthorized or otherwise, of the Card and/or Account until U.S. Bank Canada receives written notification of closure of a Card or an Account, the lost or stolen Card and/or compromised Account.
8. **FEES.** U.S. Bank Canada may assess Company (including Participant and/or Cardholder) and Company shall pay any of the following fees in connection with the One Card Program.
- 8.1 **NSF Fee.** If a payment on an Account is returned unpaid, U.S. Bank Canada may charge a non-sufficient funds fee (“NSF”) of twenty five (\$25) Canadian dollars.
- 8.2 **Delinquency Fee.** If an Account is not paid in full by the due date indicated on the Statement, U.S. Bank Canada may charge a Delinquency Fee of: (a) 2.5% of Past Due Amount if not paid by second Billing Cycle (b) 2.5% of Past Due Amount if not paid by third Billing Cycle, and (c) 2.5% of Past Due Amount if not paid for each subsequent Billing Cycle.
- 8.3 **Foreign Currency Conversion Fee.** U.S. Bank Canada will charge a foreign currency conversion fee of 2.5% of the transaction amount in the foreign currency multiplied by the applicable exchange rate.
- 8.4 **Annual Card Fee.** No annual Card fee will be assessed to Company during the twelve (12) month period of the One Card Program following the Effective Date. If, during such period or any time thereafter, Cardholders of Company or a Participant are collectively issued more than two hundred (200) Cards and collectively spend less than one million (\$1,000,000.00) Canadian dollars with all Cards and Accounts in such period, U.S. Bank Canada will assess an annual fee of forty (\$40.00) Canadian dollars per Card for the twelve (12) month period following such period.
- 8.5 **Cash Advance Fee.** U.S. Bank Canada will assess a Cash Advance Fee in the amount of two and a half percent (2.5%) of each cash advance transaction, with a minimum cash advance Fee of two (\$2.00) Canadian dollars per cash advance transaction.
- 8.6 **Logo Embossing.** One-time fee of seven hundred fifty Canadian Dollars (\$750.00) to set up hot-stamping of Company’s and/or Participant’s logo on the One Card plastic. A six to eight week delay may occur with Card issuance and implementation. Company shall be responsible for verification of logo design and shall indemnify and hold U.S. Bank Canada harmless from any usage of such logo on any Card.
9. **REBATES.** Subject to the terms and conditions of this Section 9 and this Agreement, U.S. Bank Canada will provide a financial incentive as a percentage of Annual Spend of Company and/or Participant in the form of a rebate (“**Rebate**”) to Company based on the Annual Spend. “**Annual Spend**” is defined as transactions incurred by Company and/or Participant on all Accounts less cash advances, fees, fraudulent charges, chargebacks, charges qualifying for large transaction interchange rates and Charge-offs for each twelve (12) month period beginning with the first such period following the Effective Date. “**Charge-off**” shall mean any amount due and owing to U.S. Bank Canada or its affiliates by Company, Participant and/or Holder that remains unpaid for one hundred fifty (150) days after the date that it was first billed. In order to obtain a Rebate, Company, Participant and/or Cardholder will need to have paid the Total Payment Due within the Payment Term as provided in Section 2 above. In addition, Company and/or Participant shall maintain an Average Transaction Size of two hundred fifty Canadian Dollars (\$250.00) or greater (“**Average Transaction Size**”) is calculated by dividing Annual Spend in the One Card Program by the total number of transactions). Provided all of the requirements of this Section 9 are satisfied, Company will earn a Rebate, less any Charge-offs, in the amount of:
- 5 basis points (0.05%) of Rebate for Annual Spend of \$3,000,000.00 - \$3,999,999.99.
  - 7.5 basis points (0.075%) of Rebate for Annual Spend of \$4,000,000.00 - \$4,999,999.99.
  - Company may receive a Rebate addendum with a customized rebate program for Annual Spend of five million Canadian Dollars (\$5,000,000.00) and greater.
10. **CONFIDENTIALITY.** U.S. Bank Canada considers the One Card Program to be a unique service involving proprietary information of U.S. Bank Canada. Company and Company on behalf of each Participant agrees that the One 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 or Participant, and only to the extent necessary for Company or Participant to participate in the One Card Program. U.S. Bank Canada agrees that it will maintain all non-public data relative to Company or Participant and its Account(s) under the One Card Program as confidential information. U.S. Bank Canada agrees to use such data regarding Company or Participant exclusively for the provision of services to Company or Participant hereunder and not to release such information to any other party; provided, however, that U.S. Bank Canada must disclose Account, Holder, Participant, Company and/or transaction information to Visa, third-party service providers, merchants,
- merchant processors and legal, law enforcement or regulatory authorities, during the course of normal business operations. U.S. Bank Canada may collect, maintain and, at its option, disseminate information and data concerning charge activity of Company or Participant provided that such data does not contain any direct or indirect identification of Company or Participant. The parties agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any person or party not essential to participation in the One Card Program as herein described.
11. **COLLECTION AND USE OF PERSONAL INFORMATION.** In compliance with Canadian law, U.S. Bank Canada has adopted the U.S. Bank Canada Privacy Pledge (“**Privacy Pledge**”) that may be modified from time to time by U.S. Bank Canada at its discretion, a current copy of which is available upon request. U.S. Bank Canada may collect, use, retain and transmit personal information about Cardholders to the extent provided for in the Privacy Pledge. At the time Company requests Card or an Account on behalf of a new or proposed Cardholder, U.S. Bank Canada shall provide such Cardholder with the then current Privacy Pledge and shall obtain such Cardholder’s consent to the matters addressed by the Privacy Pledge as required by applicable law. Company acknowledges that certain jurisdictions, including without limitation the federal government of Canada and several Provinces therein, regulate and limit the exchange of personally identifiable information of individuals and that, if such individuals have not provided consent to such exchange and disclosure, then such laws may restrict the flow of information to and from U.S. Bank Canada, Company (including any affiliates), and/or Visa. Company understands and agrees that to the extent that personally identifiable information is requested by Company: (a) Company shall comply with all applicable privacy laws; (b) Company shall provide reasonable assistance to U.S. Bank Canada in complying with and arranging for Company’s affiliates and/or Cardholders to comply with such privacy laws and the Privacy Pledge; and (c) One Card Program products and services requested by Company shall not be activated without the necessary consents under or in connection with all applicable privacy laws and the Privacy Pledge.
12. **TERM, TERMINATION AND SUSPENSION.** This Agreement shall remain in effect for the initial term of three (3) years from the Effective Date and shall continue thereafter until terminated in accordance with this Section 12. Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. Notwithstanding the foregoing, U.S. Bank Canada shall have the right to terminate this Agreement immediately, by written notice of such termination to Company upon any one (1) or more of the following events: (i) dissolution or liquidation of Company and/or Participant; (ii) insolvency of Company and/or Participant or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors or Company and/or Participant enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of Company and/or Participant; and (iv) any failure to perform a material obligation of this Agreement. Upon termination of this Agreement for any reason, Company and/or Participant shall return all Cards, cut in half, and return all confidential or proprietary information of U.S. Bank Canada to U.S. Bank Canada. Company shall remain liable for all Debt incurred or arising by virtue of the use of a Card or Account prior to the termination date. Upon cancellation of an Account or termination of this Agreement, Company, Participant and/or Holder shall cancel the billing of all reoccurring transactions to an Account (“**Trailing Transactions**”). Notwithstanding any term to the contrary, Company is solely liable to U.S. Bank Canada for all Trailing Transactions. U.S. Bank Canada may suspend any Card and/or Account at any time for any reason. Rights, obligations or liability, which arise prior to the suspension or termination of this Agreement, shall survive the suspension or termination of this Agreement.
13. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY, PARTICIPANT(S), U.S. BANK CANADA, OR ANY AFFILIATE OF U.S. BANK CANADA BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.
14. **WARRANTIES.** Each party represents and warrants to the other that this Agreement is valid, binding and enforceable and the execution of this Agreement and the performance of its obligations are within such party’s powers, has been authorized by all necessary action and does not constitute a breach of any other agreement or duty arising in law or equity. Company represents and warrants to U.S. Bank Canada that all information provided to U.S. Bank Canada is true, complete and accurate, it has and continues to comply with all applicable laws, rules, regulations and requirements of governmental authorities related to the use of the Card and/or participation in the One Card Program and it possesses the financial capacity to perform all of its obligations under this Agreement at the Effective Date and upon each transaction or use of a Card or Account during the term of the Agreement. Any breach of this Section 14 shall constitute a material breach of this Agreement and, upon written notice, the non-breaching party may immediately terminate this Agreement.

**SECTION 6 APPLICANT AUTHORIZATION AND EXECUTION**

By completing this One Card Program Application (this "Application"), Company acknowledges and agrees that: (i) all information provided in this Application is true, complete and accurate and Company has authority to provide such information and complete this Application; (ii) it requests that U.S. Bank Canada establish a One Card Program and Accounts in the name of Company and issue Cards to its designated employees and representatives in accordance with the Terms and Conditions attached to this Application (the "Terms and Conditions"); (iii) U.S. Bank Canada will review this Application and may, in its sole and absolute discretion and upon such additional terms as may be imposed by it, grant such request, but that U.S. Bank Canada is under no obligation to approve this Application; (iv) Company shall be bound by the Terms and Conditions and that the Terms and Conditions comprise an integral part of the Agreement; and (v) U.S. Bank Canada is authorized to investigate, obtain, and exchange reports and information regarding Company, this Application, any Accounts, any Participants and the authorized officer executing this Application, with credit reporting agencies, and others with legitimate legal or business needs for such reports or information. If this Application is approved by U.S. Bank Canada, in its sole and absolute discretion, Company acknowledges and agrees that the Terms and Conditions, together with the Application, the information set forth in the Application and such other terms as may be imposed by U.S. Bank Canada, shall constitute the the Agreement between Company and U.S. Bank Canada, which Agreement shall become effective on the Effective Date as referenced in the Terms and Conditions. Capitalized terms that are used in this Application but not defined herein shall bear the meaning ascribed thereto in the Terms and Conditions.

Company certifies to U.S. Bank Canada that the person executing this Application is authorized by Company in accordance with its constating documents, organization rules, applicable resolutions or grants of authority and applicable law to bind the Company to the Agreement, including the authority to incur Debt in the name of the Company. Company certifies that the signer's authorization to bind the Company and incur Debt in the name of the Company is evidenced by the following:

- The signer is an officer as indicated within the Company's audited annual financial report (no additional information needed).
- The signer has been granted authority by previous board resolution (attach copy of board resolution certified by Corporate Secretary).
- Company is a government entity and the signer is a duly authorized contracting officer (attach copy of contracting warrant).
- Company has completed the U.S. Bank Canada Corporate Certificate of Authority (attach copy of completed Certificate).

By signing below, each individual signing this Application in his or her capacity as an authorized signing officer of Company and not in his or her personal capacity, certifies and warrants that: (a) all action required by Company's organizational documents to authorize the signer(s) to act on behalf of Company in all actions taken under the Agreement, including but not limited to, the authority to incur Debt on behalf of Company, has been taken; (b) each signer is empowered in the name of and on behalf of Company to enter into all transactions contemplated in the Agreement; and (c) the signatures appearing on all supporting documents of authority are authentic. Company has read, understood and agrees to the Agreement, including without limitation this Application, the Terms and Conditions and any other terms imposed by U.S. Bank Canada and U.S. Bank Canada is entitled to act in reliance upon the authorizations and certifications set forth in this Application.

**▼ In witness whereof,** Company has, by its duly authorized signer, executed this Application and agrees to be bound by the Agreement. As signer, I have read and I understand the Agreement and I have authority to bind Company and agree to be bound by the Agreement, individually and on behalf of Company.

Signature \_\_\_\_\_ / \_\_\_\_\_ /  
Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

**FOR U.S. BANK CANADA USE ONLY**

DATE of OSFI/NCCT \_\_\_\_\_ Searched by \_\_\_\_\_

OFFICER CODE \_\_\_\_\_ TM \_\_\_\_\_ IPM \_\_\_\_\_ AM \_\_\_\_\_

Billing Type Approved:

- Biweekly Billing Cycle
- Monthly Billing Cycle: Central Billing
- Monthly Billing Cycle: Central Billing and Individual Billing

The creditor and issuer of the One Card is U.S. Bank National Association operating through its Canada branch ("U.S. Bank Canada").

## SECTION 1 Company Information

Your Legal Company Name ("Company") \_\_\_\_\_

DBA or Company Name to be embossed on card(s) (Limit to 19 letters and spaces) \_\_\_\_\_

Card Program Contact Name	Title	Contact Phone Number
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Company Physical Mailing Address	City	Province	Postal Code
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Company Phone Number	Company Fax Number	Contact e-Mail
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Annual Company Sales	Total Annual Budget Less Payroll	Estimated Annual T&E	Number of Travellers
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Type of Organization:

- Corporation (Public)  
  Corporation (Private)  
  Partnership  
  Government  
  Other  
 If any of the above AND Non-Profit

Is your Company Rated by Dun & Bradstreet or D&B Canada?  
 Yes  
 No  
 If Yes, Duns Number \_\_\_\_\_

Do you conduct business/transactions in a foreign country?  
 Yes  
 No

If Yes, what countries and the nature of business and/or transactions? \_\_\_\_\_

## SECTION 2 Billing Method

Please select your preferred billing option. Each option is described in the attached Terms and Conditions. U.S. Bank Canada reserves the right to modify this selection based on Company qualification. Standard billing option is monthly.

- Central Billing for all Accounts  
 Central Billing for Purchasing Function Accounts and Individual Billing for T&E Function Accounts

## SECTION 3 Optional Features and Fees

- Yes    Check "Yes" here to add your Company's logo to your One Cards. There is a one-time setup fee of seven hundred fifty (\$750) Canadian Dollars for this option. By sending your logo to U.S. Bank Canada you represent and warrant that Company has the right to use the logo and you agree to protect and indemnify U.S. Bank Canada against any claim of impermissible use.  
 No

## SECTION 4 Financial Requirements

Unless already supplied to U.S. Bank Canada, please attach a copy of three (3) years audited financial statements along with a completed Corporate Certificate of Authority. To expedite your Application, please ensure the Application is completely filled out, signed and all requested documents are attached before submitting. If financial statements are older than six (6) months, please attach interim financials.

## SECTION 5 Identification Requirements

U.S. Bank Canada requires Company to provide its legal entity name, street address and other information that will allow U.S. Bank Canada to identify and verify the existence of each Company entity prior to establishing an Account for such entity. U.S. Bank Canada reserves the right to require that Company, and Company agrees to, promptly provide to U.S. Bank Canada sufficient identification documents upon request.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, U.S. BANK CANADA 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 COMPANY OR TO ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THIS AGREEMENT OR THE ONE CARD PROGRAM.

15. **FINANCIAL INFORMATION.** Company shall deliver to U.S. Bank Canada as soon as available, and in any event not later than thirty (30) days after the completion of the audit, Company's audited financial statements prepared by independent certified public accountants selected by Company. Company authorizes U.S. Bank Canada to obtain, from time to time, from any other source, including an affiliate of U.S. Bank Canada, any credit or financial information on Company held by such source. Company further agrees to provide to U.S. Bank Canada from time to time, other such information regarding the business, operations and financial condition of Company as U.S. Bank Canada may reasonably request.
16. **CREDIT LIMITS AND CREDIT LINE.** Based on the available financial information, U.S. Bank Canada shall establish a Credit Limit (defined below) for each Account and a Credit Line (defined below) for all Accounts established for Company and Participant pursuant to this Agreement. U.S. Bank Canada, at its sole discretion, shall have the right to revise Credit Limits on individual Accounts and/or the aggregate Credit Line for all Accounts. U.S. Bank Canada shall provide contemporaneous notice to Company of any decrease in a Credit Limit that results in a revised Credit Limit that is lower than the current amount due on the Account. Prior to the effective date of any decrease in the Credit Limit and/or Credit Line, Company shall have ten (10) days to make a payment to U.S. Bank Canada on one or more Accounts that is sufficient to reduce the outstanding aggregate amount due to an amount that is less than the revised Credit Limit and/or Credit Line. U.S. Bank Canada, at its sole discretion, has the right to revise Credit Limits, the Credit Line and/or limit spending activity on any Accounts. "Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid on an Account. "Credit Line" means, with respect to all Accounts, the maximum aggregated amount of Debt that can remain outstanding and unpaid on all Accounts of Company.
17. **CHANGE IN TERMS OF THE AGREEMENT.** U.S. Bank Canada 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 transactions. If Company does not accept the changes, Company must notify U.S. Bank Canada in writing within twenty-five (25) days of the notification date of the change in terms, pay all Debt in full for all Accounts to U.S. Bank Canada, according to the terms of the existing Agreement and return the Cards, cut in half, to U.S. Bank Canada. Use of the Card or Account by Company or Cardholder after the notification date of the change in terms constitutes acceptance of the change, even if the twenty-five (25) days have not passed.
18. **MERCHANT CATEGORY CODES.** U.S. Bank Canada will implement standard charge authorization procedures designed to prevent or restrict usage of Cards or Accounts for purchases based on merchant category code ("MCC"). Company may modify the standard MCC restrictions requested by Company at any time upon written notice to U.S. Bank Canada. Participant may modify the standard MCC restrictions requested by Participant at any time upon written notice to U.S. Bank Canada. MCC restrictions do not apply to cash advance transactions. U.S. Bank Canada has no liability for transactions declined or approved contrary to the intent of Company. MCC restriction capabilities are limited to the extent accurate MCC data regarding the transaction authorization request is received and the accurate designation of such MCC by Visa and merchant. MCC designation is determined by Visa and the merchant.
19. **ANCILLARY SERVICES.** Upon request by Company or Participant and approval by U.S. Bank Canada, Company or Participant may utilize ancillary and/or software services provided in connection with this One Card Program. U.S. Bank Canada and/or a third-party service provider may make such services available to Company or Participant. Company or Participant agrees to the terms of such services, including, but not limited to granting authority to disclose One Card Program data of Company, Participant and/or Cardholder to such third-party service provider in connection with such third-party services, as provided on any access, use or subscriber agreement provided when accessing any software service or ancillary service or as otherwise provided on any addendum or schedule to this Agreement.
20. **REGISTERED MARKS AND TRADEMARKS.** Neither party has any right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other party.
21. **NOTICES.** Except with respect to notices relating to the status of individual Cards which may be established in writing between U.S. Bank Canada and Company or a Participant, all notices, requests and other communication provid-

ed for hereunder must be directed to the other party at the respective addresses indicated on the Application or in these Terms and Conditions and, unless otherwise specified herein, must be in writing, postage prepaid, hand delivered or by any electronic means approved by U.S. Bank Canada. Either party may change its notification address by written notice to the other.

22. **GOVERNING LAW.** The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the Province of Ontario, without giving effect to the conflict of law principles thereof, and federal laws of Canada applicable in the Province of Ontario.
23. **PROGRAM ADMINISTRATOR.** Company and/or Participant shall designate a representative to serve as the primary point of contact between the parties, and such representative shall be trained and have thorough knowledge of One Card Program and be authorized to provide U.S. Bank Canada with the information necessary to establish Accounts, Account records and Cards and other information regarding the One Card Program.
24. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned by Company without the prior written approval of U.S. Bank Canada.
25. **CUSTOMER SERVICE.** Company, Participant and/or Holder may contact U.S. Bank Canada customer service center twenty four (24) hours a day, seven (7) days per week at (800) 588-8065 for One Card Program customer service.
26. **REGULATORY ACKNOWLEDGEMENTS.** In connection with the One Card Program offered by U.S. Bank Canada to Company under this Agreement, Company acknowledges the following:
  - 26.1 Deposits, if any, with U.S. Bank Canada are not insured by Canada Deposit Insurance Corporation;
  - 26.2 U.S. Bank Canada is authorized to carry on business in Canada pursuant to the *Bank Act* (Canada);
  - 26.3 U.S. Bank Canada's primary supervisor in the United States of America, The Office of the Comptroller of Currency, is responsible for the supervision of the total business and affairs of U.S. Bank Canada;
  - 26.4 The business of U.S. Bank Canada in Canada is supervised by the Office of the Superintendent of Financial Institutions, located at 255 Albert Street, Ottawa, Ontario K1A 0H2, whom Company may contact for further information in this connection;
  - 26.5 Complaints by Company and/or Holders regarding U.S. Bank Canada should first be directed to U.S. Bank Canada at the telephone number and address set forth above, secondly, to a third party complaints resolution organization, if any, of which U.S. Bank Canada is a member as identified by U.S. Bank Canada at the time a complaint is made and thirdly, in writing to the Financial Consumer Agency of Canada, 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9; and
  - 26.6 In addition to the governing law referenced in Section 22 above, for One Card Programs offered by U.S. Bank Canada, including, but not limited to, Cards issued and/or Central Accounts established in Canada, or One Card Program products or services issued in Canada, VISA Canada Association and Visa International rules and regulations govern all transactions using or effected under or in connection with such Cards, Accounts, products or services.
27. **LANGUAGE.** U.S. Bank Canada and Company have expressly requested that the Agreement and all related documents, including invoices and Cardholder Agreements, be drawn up in the English language. U.S. Banque Canada et le titulaire ont expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés dans la langue anglaise.
28. **MISCELLANEOUS.** In this Agreement, unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto. Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The Company acknowledges that it has been advised to obtain independent legal advice prior to entering into this Agreement and by entering into this Agreement Company represents that it did obtain whatever independent legal advice it considered appropriate and sufficient. Any rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement.