



Individual Accountholder Agreement

This agreement between you and U.S. Bank Canada governs your use of a U.S. Bank Canada commercial charge account (referred to in this agreement as “your account”), whether through the use of a physical card or through any other medium. Before you use your account, please read this agreement closely.

The account

Your account is a business-purpose account designed to allow you to purchase goods and services related to the business of the Account Program Sponsor (which is typically your employer, a party you are doing work for or other business or organization that has authorized your use of your account). It must not be used to make personal, family or household purchases. Since your account is for business purposes only, you may not have consumer protection law rights or remedies, including those related to unauthorized charges.

We may have sent you a physical card (a “card”) at the request of the Account Program Sponsor. The card is the property of U.S. Bank Canada. U.S. Bank Canada may for any reason and without notice prevent you from using the card or your account. If the Account Program Sponsor or U.S. Bank Canada asks you to give them the card, you must do so.

Accepting this agreement

By using your account or signing the card, you accept the terms of this agreement, the U.S. Bank Canada Privacy Agreement and any other documents incorporated herein by reference. If you don’t wish to accept this agreement, cut the card into pieces and dispose of it.

Making purchases

You may use your account only to make purchases that directly or indirectly benefit the Account Program Sponsor, as communicated to you by the Account Program Sponsor. U.S. Bank Canada or the Account Program Sponsor may limit the types of purchases that may be made with your account such as by category, merchant type or geographic location. Merchant acceptance of a similarly logoed credit card is not a guaranty that your account can be used at that merchant to make a purchase. U.S. Bank Canada is not responsible if a merchant refuses to accept your account for a purchase or other transaction.

You must not allow anyone else to use your account unless specifically instructed by the Account Program Sponsor.

You must not use your account to make purchases that are against the law in Canada, even if a purchase is permitted under the law where you make the purchase or where the merchant is located. U.S. Bank Canada also reserves the right to deny authorization of any charge.

U.S. Bank Canada will prevent you from using your account if you don’t comply with this agreement, if you stop working for the Account Program Sponsor, or on termination of the contract between U.S. Bank Canada and the Account Program Sponsor.

Billing Statement

A statement listing all purchases, fees, and other transactions on your account during the period covered by the statement will either be (i) made available to you or the Account Program Sponsor by electronic means, (ii) mailed to the address U.S. Bank Canada has on file for you, or (iii) delivered to the Account Program Sponsor. Your obligations, if any, with respect to reviewing such statement will be determined and communicated by the Account Program Sponsor. If you change your mailing address, you must promptly notify U.S. Bank Canada by calling the customer service number located

on the back of the card or on the U.S. Bank Canada website, or by writing to U.S. Bank Canada, Corporate Payment Systems, 120 Adelaide Street West, Suite 2300, Toronto (Ontario) M5H 1T1.

Fees

U.S. Bank Canada and the Account Program Sponsor have established the particular fees that may be imposed in connection with the use of your account. Fees U.S. Bank Canada might charge include the following:

- Annual fees: as they appear on statements, including paper statement fees.
- Cash-advance fee: percentage of the cash advance amount, up to 2.5%.
- Foreign transaction fee: Up to 2.5%. Applies to charges or transactions not in the billing currency of your account made at merchants, automated teller machines, or financial institutions.
- Late-payment fee: a percentage of the past-due amount. U.S. Bank Canada may charge an additional late-payment fee in each statement until the past-due amount is paid in full.
- Returned-cheque fee: \$25 for a cheque presented for payment that cannot be processed or is not otherwise honored by U.S. Bank Canada.
- Statement fee: \$5 for an additional paper copy of a statement.

Liability for Charges Generally

The Account Program Sponsor (and you if this program has Joint Liability as describe below) is responsible for all charges on the Account. If someone other than you uses your account, either with or without a PIN, you understand that the Account Program Sponsor (and you if this program has Joint Liability) will be liable for all charges and any interest, fees and losses incurred to the maximum extent permitted by law. If you do not prove to the satisfaction of U.S. Bank Canada that you have complied with all of your obligations contained herein regarding PIN protection, and if any charge is entered into at a merchant, an automated cash machine or otherwise by using your card and PIN together, then you are liable for the all of the charges resulting from such transaction and any interest, fees and losses incurred, to the maximum extent permitted by law. You will not be liable for unauthorized charges that occur after you notify U.S. Bank Canada of any lost, stolen or compromised card, PIN or account in accordance with this Agreement. You will cooperate fully in any investigation by U.S. Bank Canada and/or the relevant authorities into the loss, theft or possible unauthorized use of your account and you will complete and sign any additional documentation that may be required by us in that connection.

Your Responsibility for Making Payments

The Account Program Sponsor may establish its program with either “Corporate Liability” or “Joint Liability”. If the program has “Corporate Liability” you have no legal obligation to U.S. Bank to pay for any charges or fees relates to your account. However, the Account Program Sponsor may require you to reimburse them for transactions that are not authorized under their policies. If the program has “Joint Liability” both the Account Program Sponsor and you are legally obligated to pay for the charges and fees related to your account. This obligation is independent of any agreement or program for reimbursement that may exist between you and the Account Program Sponsor. If you are unsure whether this is a Corporate Liability or Joint Liability program, please contact the Commercial Card Program administrator with the Account Program Sponsor for more information.

Payment for the full amount then due as indicated on the statement related to your account must be made in Canadian dollars (or in U.S. dollars if your account billing currency is in U.S. dollars). Payments to U.S. Bank Canada made by cheque must be drawn on a financial institution located in the United States or Canada and sent to U.S. Bank Canada at the address shown on the most recent statement.

Cash Advances

If the Account Program Sponsor permits it, you may obtain a cash advance on your account in each of the following ways:

- by presenting the card at a bank or other financial institution that accepts the card for that purpose
- by withdrawing cash from an automatic teller machine using the personal identification number (PIN) you set for the card
- by using a convenience cheque (if the Account Program Sponsor permits it).

The amount of a cash advance (plus a cash-advance or convenience-cheque fee) will appear on the next statement.

U.S. Bank Canada will not be responsible if you're unable to obtain a cash advance because an automatic teller machine or other U.S. Bank Canada system malfunctions, because an automatic teller machine has insufficient cash, or due to other circumstances beyond U.S. Bank Canada control.

Foreign Transactions

You may use your account to make a purchase or other transaction in a currency other than the billing currency of your account. In such a case, the value of the foreign currency transaction will be converted into the billing currency of your account at the exchange rate established under applicable rules of the card network. Commercial airline foreign exchange rates are set by the airline. The exchange rate in effect when a foreign currency transaction is processed may differ from the rate in effect on the date of the foreign currency transaction or the date of the posting to your account. The amount due for a foreign currency transaction will be (A) the amount of the foreign currency in effect on the applicable processing date multiplied by (i) a rate selected by the card network from the rates available in wholesale currency markets for the applicable processing date (this rate may vary from the rate the card network itself receives); (ii) the government mandated rate; or (iii) the rate established by commercial airlines, plus (B) a foreign transaction fee of up to 2.5% of the amount determined in part (A).

If you receive a credit for a foreign transaction due to a return or otherwise, the exchange rate in effect when a credit for a foreign currency transaction is processed may differ from the rate in effect on the date of the original foreign currency transaction or the date of the posting of such transaction to your account.

Being in default

You will be in default under this agreement if you fail to comply with any of the terms of this agreement, if you're insolvent, or upon your death.

If you are in default, U.S. Bank Canada may limit or prevent further activity on your account.

If this is a Joint Liability program and you fail to pay any amount that you owe, then you will be liable for U.S. Bank Canada collection costs. These collection costs may include fees of legal counsel for collection, plus the costs and expenses of legal action.

Cancelling the card or account

To cancel the card or your account, call U.S. Bank Canada at the customer service number located on the back of your card or on the U.S. Bank Canada website, or write to U.S. Bank Canada, Corporate Payment Systems, 120 Adelaide Street West, Suite 2300, Toronto (Ontario) M5H 1T1.

If you use the card or your account after you have been notified that it has been cancelled, that use might constitute fraud and might result in U.S. Bank Canada taking legal action against you. If the program has Joint Liability, you remain responsible for payment of any outstanding balance even though your account is closed. If your account is cancelled, you must cancel all transactions billed on a recurring basis to your account or arrange for alternate payment methods.

Renewal and replacement cards

Unless U.S. Bank Canada cancels it, the card will remain valid until the end of the day on the expiration date printed on the card. U.S. Bank Canada will renew or replace the card in advance of the expiration date until you or the Account Program Sponsor tells U.S. Bank Canada to cancel the card or your account.

Exchange of Information between U.S. Bank Canada and the Account Program Sponsor

U.S. Bank Canada might give the Account Program Sponsor—and that might include your direct supervisor—information about how you use your account, including information about your failure to timely pay any amount you owe under this agreement. U.S. Bank Canada might ask the Account Program Sponsor for information about you and about how you use your account, including information about your job, where you work, and whether the Account Program Sponsor reimburses charges you make to your account. To facilitate processing of international transactions requests by you or the Account Program Sponsor, U.S. Bank Canada might transfer to merchants, processors, and service providers information about how you use your account.

Lost or stolen cards or PINs

If you lose the card, if it's stolen, if someone uses the card or your account without your permission, or you suspect that your PIN has been compromised, you must immediately notify U.S. Bank Canada by calling the customer service number located on the back of the card or on the U.S. Bank Canada website. You must also notify the Account Program Sponsor in accordance with any instructions the Account Program Sponsor provides you. If you recover the card after you have notified U.S. Bank Canada that it was lost or stolen, we recommend you cut the card into pieces and dispose of it.

Care and control of your card and PIN

You may select or change your PIN by using our automated telephone system or online user interface. Your card and PIN are each reserved strictly for your own use. You are responsible for the care and control of your card and your PIN. You must maintain them safely at all times, which includes without limitation that you must:

1. keep possession of your card and never permit anyone else to have possession of or use your card unless authorized by the Account Program Sponsor;
2. keep your card in sight at all times during a transaction;
3. memorize your PIN and never keep a written record of it;
4. keep your PIN strictly confidential as it is for your use alone;
5. take all reasonable precautions to ensure that no one finds out your PIN, including while you key-in your PIN at a merchant, an automated cash machine or otherwise;
6. avoid PIN combinations that may be easily determined by others, such as birthdays, phone numbers, age, Social Insurance Number, etc.;
7. ensure that each PIN is unique; and
8. change your PIN immediately if you know or suspect that someone else knows your PIN.

Billing inquiries

To dispute a charge on a statement, you must notify U.S. Bank Canada no later than 60 days after the billing date of that statement by calling the customer service number located on the back of your card or on the U.S. Bank Canada website, or by writing to U.S. Bank Canada, Corporate Payment Systems, 120 Adelaide Street West, Suite 2300, Toronto (Ontario) M5H 1T1 (including your name and your account number) and stating the amount of the charge and the reason you believe the charge is or might be a mistake. If U.S. Bank Canada determines that you did in fact make a disputed charge or finds no information suggesting that someone else is responsible for that charge, you will be responsible for that charge.

Unaffiliated vendors

U.S. Bank Canada might inform you of products and services offered by unaffiliated vendors. If you elect to purchase any such products and services, U.S. Bank Canada will not be liable for any problems or complaints you have with any such purchase.

Amending this agreement

U.S. Bank Canada may amend this agreement without your consent. If required by the Province of Ontario or federal law of Canada applicable therein, U.S. Bank Canada will notify you in writing of the change. If direct notice to you is not required, notice of any change will be provided to the Program Administrator for the Account Program Sponsor, who will in turn notify you of such amendment. If you do not accept the changes, you must notify U.S. Bank Canada in writing within thirty (30) days after the effective date of the changes.

No waiver

If U.S. Bank Canada accepts a late payment, a partial payment, or a payment marked as payment in full or in settlement of a dispute, accepting that payment will not limit U.S. Bank Canada rights under this Agreement or under the law, or mean that we agree to change any amounts owing in any way.

No failure or delay by U.S. Bank Canada in exercising any right or remedy under this agreement operates as a waiver of that right or remedy. A waiver that U.S. Bank Canada grants on one occasion will not operate as a waiver on future occasions.

Governing Law

The laws of the Province of Ontario and federal laws of Canada applicable therein govern this Agreement. Account transactions are also governed by the bylaws and rules of the entity that oversees issuance of charge accounts and processing of transactions. That entity is either an affiliate of Visa USA, Inc. or Visa International Service Association, Inc. or an affiliate of Mastercard USA or Mastercard International Incorporated, which may be determined by examining the logo on your card.

This Agreement constitutes a binding contract between the parties hereto and you agree to and shall be bound by each provision hereof. This Agreement is entered into for valuable consideration, the receipt and sufficiency of which is acknowledged by each party.

Language

U.S. Bank Canada and the Account Program Sponsor have expressly requested that the Agreement and all related documents, including statements and notices, 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.

Regulatory acknowledgements

As the accountholder, you hereby acknowledge that:

1. deposits, if any, with U.S. Bank Canada are not insured by Canada Deposit Insurance Corporation;
2. U.S. Bank Canada is authorized to carry on business in Canada pursuant to the Bank Act (Canada);
3. U.S. Bank Canada primary supervisor in the United States of America, The Office of the Comptroller of the Currency of the U.S. Department of the Treasury, is responsible for the supervision of the total business and affairs of U.S. Bank Canada;
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 you may contact for further information in this connection;

5. complaints by you regarding U.S. Bank Canada should first be directed to U.S. Bank Canada at 1-800-588-8065, secondly, if not satisfied with the response from U.S. Bank Canada the complainant may contact in writing the Ombudsman for Banking Services and Investments, P.O Box 896, Station Adelaide, Toronto, Ontario M5C 2K3 and thirdly, if still not satisfied, the complainant may contact in writing the Financial Consumer Agency of Canada, at its office located at the Enterprise Building, 427 Laurier Ave. West, 6th Floor, Ottawa, Ontario K1R 1B9 or through its website at www.fcac-acfc.gc.ca; and
6. the accounts and cards are issued using the logo of a card network pursuant to a license between such card network and U.S. Bank Canada, and your use of the accounts and cards is expressly subject to the operating rules and regulations promulgated by the applicable card network.