

Non-Consumer Per Diem Cardholder Agreement

Agreement Between the Per Diem Prepaid Cardholder and U.S. Bank National Association (“U.S. Bank”) (Dated January, 2014)

IMPORTANT: The enclosed U.S. Bank Per Diem Prepaid Card was issued to you (as defined below) at the request of your Funder (as defined below). Before you sign or use the Per Diem Prepaid Card, please read this Agreement thoroughly, since it governs use of the Per Diem Prepaid Card.

“**Account**” means the underlying account which stores funds associated with your Per Diem Prepaid Card, which Account does not earn interest.

“**Funder**” means the organization that authorized U.S. Bank to issue the Per Diem Prepaid Card to you on its behalf and also means the organization that will load monies to your Per Diem Prepaid Card Account for Legitimate Business Purposes.

“**Legitimate Business Purpose**” means any purpose specified by your Funder other than (i) any personal, family or household purpose and (ii) any purpose prohibited by the terms of this Agreement.

“**Per Diem Prepaid Card**” means the prepaid debit card designed for use by you for Legitimate Business Purposes, and which is issued by U.S. Bank to you on behalf of Funder in accordance with the terms of this Agreement. The Per Diem Prepaid Card is a proprietary form of Visa[®] debit card and is not a credit card. The Per Diem Prepaid Card accesses the Account. The Per Diem Prepaid Card does not access any other account. The Per Diem Prepaid Card program is offered by U.S. Bank under license from Visa and is subject to all the terms and conditions you will receive with your Per Diem Prepaid Card as they may be updated from time to time.

YOUR ACCEPTANCE OF THE AGREEMENT

By activating, accepting, signing or using the Per Diem Prepaid Card or the Account established in connection with it, you are agreeing to the terms of this Agreement. If you do not agree to the terms of the Agreement, you agree to destroy your Per Diem Prepaid Card and notify your Funder. “You” and “your” means the person(s) who received the Per Diem Prepaid Card from U.S. Bank and are authorized to use the Per Diem Prepaid Card as provided for in this Agreement and as directed by your Funder. “We,” “us,” “our” and “U.S. Bank” mean U.S. Bank National Association, our successors, affiliates or assigns.

PERSONAL INFORMATION REQUIREMENTS

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who obtains a Per Diem Prepaid Card. What this means to you: before you obtain a Per Diem Prepaid Card, we will ask your Funder for certain information that allows us to identify you.

OWNERSHIP OF THE PER DIEM PREPAID CARD

The Per Diem Prepaid Card is issued by U.S. Bank on behalf of the Funder.

USE OF THE PER DIEM PREPAID CARD

U.S. Bank provides transaction privileges on the Per Diem Prepaid Card pursuant to a contract with your Funder. Your Funder has authorized the issuance of the Per Diem Prepaid Card to you, which is to be used only by you and only for Legitimate Business Purposes. Without limiting other provisions in this Agreement, transaction privileges will be withdrawn upon: (i) abuse of purchase privileges by you (including, but not limited to, the failure of your obligation to use the Per Diem Prepaid Card for Legitimate Business Purposes, making illegal transactions, and failure of any other obligation as provided in this Agreement); (ii) termination of your employment or affiliation with your Funder; or (iii) termination or suspension of the contract between U.S. Bank and your Funder.

Your Funder will be listed as the holder of the Account and may obtain additional Per Diem Prepaid Card(s) to access the Account. Your Funder may incur fees on and initiate transactions on your Per Diem Prepaid Card, including transactions that may bring your Per Diem Prepaid Card balance to zero. Your Funder (including, without limitation, any designated individuals at your Funder) is entitled to review and monitor all activity relating to your Per Diem Prepaid Card. Your Funder is entitled to take such actions in its sole discretion and without notice to you. If you have a dispute with your Funder about its exercise of these rights, you agree to not involve us in that dispute and to resolve that dispute solely with your Funder.

USE OF YOUR PER DIEM PREPAID CARD

1. You are able to use your Per Diem Prepaid Card to:

- A. Pay for purchases at stores and businesses that have agreed to accept the Per Diem Prepaid Card (“point-of-sale transactions”);
- B. Perform transactions at automated teller machines (ATMs), if your Funder allows; or
- C. Obtain cash over the counter at any bank or credit union that accepts national association branding on your Per Diem Prepaid Card, if your Funder allows.
- D. You can get a receipt at the time you make any withdrawal from your Per Diem Prepaid Card using an ATM or point of sale terminal, if your Funder allows.

You may refer to the Schedule of Fees included with your Per Diem Prepaid Card to determine whether your Funder allows you to perform transactions at automated teller machines (ATMs) or to obtain cash over the counter at any bank or credit union that accepts national association branding on your Per Diem Prepaid Card.

2. Your Per Diem Prepaid Card is not transferable to another person and resale is strictly prohibited. You are the only person authorized to use your Per Diem Prepaid Card. Do not give your Per Diem Prepaid Card to anyone else to use.

3. You must activate your Per Diem Prepaid Card by calling us at 855-209-8385. During the activation process, you will be provided with a Personal Identification Number (PIN), which will allow you to use the Per Diem Prepaid Card. The Per Diem Prepaid Card and PIN are provided for your use and protection, and you agree to:

- A. Make sure only you know your PIN – do not write your PIN on your Per Diem Prepaid Card or tell anyone;

- B. Use the Per Diem Prepaid Card, the PIN and any ATM (if applicable) as instructed; and
- C. Notify us immediately of any loss or theft of your Per Diem Prepaid Card or PIN.

4. Monies deposited into the Account by your Funder will be available for Legitimate Business Purposes through usage of your Per Diem Prepaid Card. You can check www.myperdiemaccount.com, or call us at 855-209-8385 to find out if a load has been made to the Account. You will not be allowed to add or load any monies to your Per Diem Prepaid Card Account. We have no obligation to you in the event your Funder delays in loading or fails to load monies into the Account.

5. Any amount deposited into the Per Diem Prepaid Card Account by your Funder may be unloaded by your Funder at any time. You can find out if your Funder has unloaded monies from the Account or check your balance anytime at www.myperdiemaccount.com or call us at 855-209-8385.

6. Be aware that some merchants - restaurants, car rental agencies, salons, mail-order companies, cruise lines and pay-at-the-pump gas stations, for example - require that Accounts have an available balance greater than the purchase amount to ensure sufficient funds for tips or incidental expenses. The reason for this temporary difference is that the final amount of your purchase (including tips or incidental expenses) is not known at the moment when you or the merchant "swipes" your Per Diem Prepaid Card for authorization. Authorization tells the merchant whether your Per Diem Prepaid Card is legitimate and has enough money to cover your approximate final purchase amount. Only the actual amount spent will be deducted from your Per Diem Prepaid Card. The authorized amount is "held" until the transaction posts to the Account (typically within 5 business days). Typical examples include:

- A. Most restaurants and salons temporarily add approximately 20% to your bill to cover the tip. Make sure your balance can accommodate the additional 20% or your transaction will be declined.

- B. Hotels will verify that your Per Diem Prepaid Card has sufficient funds to pay an estimated bill. That amount will be 'held' in the Account, making it unavailable for other purchases. When you check out, the 'hold' will be removed and the actual bill amount will be deducted. You can avoid having funds held by using a credit card at check-in. Your Per Diem Prepaid Card may be used to make the final payment.

- C. Automated Fuel Dispensers/Pay-at-the-Pump purchases authorize for a pre-set amount which may be greater than your actual purchase amount. It is recommended that you pay inside and tell the operator how much you want taken from your Per Diem Prepaid Card to avoid confusion. When you pay at the pump the pre-set amount is automatically authorized and "held" until the actual transaction posts (typically within 5 business days). If you have less than the pre-set amount on your Per Diem Prepaid Card, your transaction will be declined at the pump even if your final transaction is less than the pre-set amount and you have enough funds to cover the final amount.

NOTE: The foregoing provision should not be construed to provide any guidance regarding what is considered a Legitimate Business Purpose.

PER DIEM PREPAID CARD FEES

Under some situations, your Per Diem Prepaid Card Account will be charged fees for the usage of your Per Diem Prepaid Card. We will charge your Per Diem Prepaid Card Account the fees as set forth on the Schedule of Fees included with your Per Diem Prepaid Card. Fees are subject to change from time to time. You will receive prior notice of Fee increases as required by applicable law. Fees will be deducted automatically from the Per Diem Prepaid Card Account balance. Without limiting the generality of the foregoing, you agree that we may deduct an inactivity fee as permitted by law and described in the Schedule of Fees. You may receive a copy of the current Schedule of Fees by calling us toll free at 855-209-8385.

ACCOUNT HISTORIES AND BALANCES

You may obtain Per Diem Prepaid Card Account balances and review recent Account activity, including Per Diem Prepaid Card Fees, on-line at www.myperdiemaccount.com or by calling 855-209-8385. You may also be able to obtain the Per Diem Prepaid Card Account balance via a receipt at the time you make any Per Diem Prepaid Card Account transaction using an ATM, if allowed by your Funder.

PERIODIC STATEMENTS

Statements in electronic format will be made available during any month in which a transaction occurs. You will be able to view statement information online at www.myperdiemaccount.com

MOBILE ALERTS

You may elect to receive electronic notifications ("Alerts") relating to your Account, by signing up online at www.myperdiemaccount.com or by calling 855-209-8385. Alerts will be sent via SMS / text message to a mobile phone, handheld, or other wireless device or by email as designated by you. This service allows you to request and receive certain messages about your Account. You may elect to receive Alerts relating to specific transactions on your Account. Once you have logged in, you may choose which Alerts you would like to receive, the account(s) to which the Alerts will relate, and a limited number of electronic addresses (which electronic addresses may include email addresses and any devices accepting text messages) to which the Alerts will be sent. You agree to notify us of any change to your electronic addresses in order to ensure continued delivery of your Alerts. You may manage or delete your Alerts online at www.myperdiemaccount.com. Alerts will be sent each day, at various times, when transactions occur that meet your specified criteria. You understand and agree that Alerts will not be sent on a "real time" basis, but will rather be sent at the next scheduled delivery time after the specified transaction event occurs. We reserve the right to change the frequency or timing of Alerts, at any time and from time to time. Alerts are not intended to replace your account statements or any other communications we may provide to you regarding your Account. You are responsible for and must provide all telephone and other equipment, software, and services necessary to receive Alerts. By providing us with your cellular phone number, you consent to receiving SMS messages related to Alerts. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. We are not

responsible for any failures on the part of your telecommunications, internet and/or email provider to properly enable your receipt of Alerts.

FAILURE TO COMPLETE TRANSACTIONS

1. We are not responsible if there is not enough money in the Per Diem Prepaid Card Account to complete a particular Per Diem Prepaid Card transaction. You may, however, split your purchases between your Per Diem Prepaid Card and another credit or debit card or cash. If you do not know your exact balance, please check your balance at www.myperdiemaccount.com or call customer service at 855-209-8385 to verify your balance prior to attempting to make a purchase.

2. We accept no responsibility for funding delays that are the result of late receipt of funding payments by your Funder.

3. If you authorize a purchase but do not make the purchase as planned, the authorized amount will be subtracted from the Account balance for the next five business days. This is called a credit hold and after five business days it will disappear.

4. Neither we nor any other bank or business will be liable to you for failure to accept or honor the Per Diem Prepaid Card.

5. U.S. Bank also reserves the right to deny authorization of any transaction.

TRANSACTION LIMITATIONS

Limitations on transactions described on the Schedule of Fees will apply to your Per Diem Prepaid Card use. For security reasons there may be additional limits on the amount, number or type of transactions you can make using your Per Diem Prepaid Card.

RETURNS AND REFUND

If you are entitled to a refund for any reason for goods or services obtained with your Per Diem Prepaid Card, you agree to that such refunds shall be electronically credited to the Account in place of cash.

OVERDRAFTS

Each time you use your Per Diem Prepaid Card, the amount of the transaction will be debited from the Account. You may not be allowed to exceed the funded balance available on the Account by any individual or series of purchases. Nevertheless, if you make a purchase that exceeds the Account balance (an "Overdraft"), your Account will be assessed for the amount of your purchase or withdrawal, including the amount which exceeded the Account balance. We reserve the right to automatically debit overdrafts from any subsequent credits to the Account without providing any prior demand or notice.

USING YOUR PER DIEM PREPAID CARD FOR FOREIGN OR INTERNATIONAL TRANSACTIONS

You may use your Per Diem Prepaid Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals (if your Funder allows) from foreign ATMs that bear either the PLUS[®] System or the Visa logo. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we

will add the "foreign fee" described below to those transactions. We do not control how these merchants, ATMs and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account. If you use your Per Diem Prepaid Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted into U.S. Dollars according to the applicable rules established by Visa from time to time. For transactions processed through Visa, the foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. To the converted transaction we will add a "foreign fee" of 3% times the resulting dollar amount. If your foreign transaction is processed by Visa and is in or converted to U.S. Dollars prior to being processed by Visa, we will add a "foreign fee" of 2% times the U.S. Dollar amount. If you use your Per Diem Prepaid Card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. To the converted transaction we will add a "foreign fee" of up to 3% times the resulting dollar amount. If you use your Per Diem Prepaid Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network's respective currency conversion rules then in effect (as explained above).

CANCELLATION OF PER DIEM PREPAID CARD

You may cancel your Per Diem Prepaid Card at any time by notifying U.S. Bank (i) in writing at U.S. Bank, Per Diem Prepaid Card Client Services, P.O. Box 9127, Minneapolis MN 55480 or (ii) your Funder. You agree to promptly notify your Funder in the event you cancel your Per Diem Prepaid Card. U.S. Bank and/or Funder can revoke your right to use the Per Diem Prepaid Card at any time. U.S. Bank and/or Funder can do this with or without cause and without giving you notice. You must surrender the Per Diem Prepaid Card to your Funder or to U.S. Bank at their request. Use of the Per Diem Prepaid Card or Account after notification of its cancellation may be fraudulent and may result in U.S. Bank taking legal action against you. Your Per Diem Prepaid Card cancellation will not affect any of our rights or your obligations arising under this Agreement before it was cancelled. In the event your Per Diem Prepaid Card is cancelled, you will have no right to access any funds remaining in the Account.

TRAILING TRANSACTIONS

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

ILLEGAL PURCHASES; BUSINESS USES ONLY

You agree that your Per Diem Prepaid Card and the Account shall not be used for gambling, online gaming, illicit drug transactions, or any unlawful purposes including without limitation other illegal purchases of goods or services, regardless of whether such transaction violates the laws applicable in the territory where the transaction was initiated or merchant is located, or that are prohibited by local law or the law governing this Agreement.

You acknowledge and agree that your Per Diem Prepaid Card and the Account will be used only for Legitimate Business Purposes and that you will have neither consumer law rights nor remedies associated with your Per Diem Prepaid Card or the Account.

EXPIRATION

Unless canceled, your Per Diem Prepaid Card will be valid until the expiration date that is printed on your Per Diem Prepaid Card.

LOST OR STOLEN PER DIEM PREPAID CARDS; FRAUDULENT ACTIVITY; ERRORS

You agree to promptly and regularly review the Account history. You agree to notify U.S. Bank immediately of any loss, theft or unauthorized use of your Per Diem Prepaid Card, your PIN or the Account. You will notify U.S. Bank by calling toll free, 24 hours a day, 7 days a week at 855-209-8385 or write to us at U.S. Bank, Per Diem Prepaid Card Client Services, PO Box 9127, Minneapolis MN 55480. A replacement Per Diem Prepaid Card may result in a fee charged to the Account as described in the Fee Schedule. Also, you agree to notify your Funder in accordance with your Funder's instructions. If your Per Diem Prepaid Card is returned to you after you have notified U.S. Bank as provided above, you agree not to use the Per Diem Prepaid Card and to return it, cut in half, to U.S. Bank. We may or may not investigate losses or authorized use you report and we may or may not credit your Account for such losses or authorized use after investigations we do conduct.

In case of errors or questions about your Per Diem Prepaid Card or your Account, 855-209-8385 or write to us at U.S. Bank, Per Diem Prepaid Card Client Services, PO Box 9127, Minneapolis MN 55480, as soon as you can if you think your statement, transaction history, or receipt is wrong or if you need more information about a transaction listed on the statement, transaction history, or receipt. We may require that you provide such notice in writing. We may or may not investigate such errors you report and we may or may not credit your Account for such errors after investigations we do conduct.

If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant involved. Refunds and returns are subject to the merchant's policies or applicable laws.

CONTACT INFORMATION AND BUSINESS DAYS AND HOURS

For general inquiries by mail, write us at: U.S. Bank, Per Diem Prepaid Card Client Services, PO Box 9127, Minneapolis MN 55480. For service inquiries and/or to report your Per Diem Prepaid Card lost or stolen, call 855-209-8385, 24 hours a day, 7 days a week. Our business days are Monday through Friday - holidays are not included.

PREAUTHORIZED PAYMENTS

1. Right to stop payment and procedure for doing so. If you have preauthorized payments with your Per Diem Prepaid Card, you can stop any of these payments. Here's how: Call us at 855-209-8385 or write us at U.S. Bank, Per Diem Prepaid Card Client Services, PO Box 9127, Minneapolis MN 55480, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

2. Notice of varying amounts. If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

3. Liability for failure to stop payment of preauthorized transfer. If you order us to stop payment 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OTHER TERMS

1. Your Per Diem Prepaid Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement.

2. Use of your Per Diem Prepaid Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions.

3. We do not waive our rights by delaying or failing to exercise them at anytime.

4. If any term of this Agreement is found by a court to be illegal or unenforceable, all other terms will still be in effect.

AMENDMENT OF AGREEMENT

We may change the terms of, or add new terms to, this In Agreement at any time, with or without cause, and without giving you notice, in accordance with applicable law. Refer to www.myperdiemaccount.com for the most current terms.

GOVERNING LAW

The laws of the State of Ohio and federal laws of the United States applicable therein govern this Agreement. In addition to the governing law above, for Per Diem Prepaid Cards issued in the United States, the applicable Visa rules and regulations associated with the Per Diem Prepaid Card issued to you on behalf of your Funder shall govern such transactions.

CELLULAR PHONE CONTACT POLICY

By providing us with any telephone number used for a mobile or other wireless device now or in the future, including a number that you later convert to a cell phone number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us and our affiliates and agents for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.