

number or any other information regarding my Account with third parties for the purpose of processing, effecting, or administering any program or benefit. Availability of programs may be subject to the internal policy of my Organization. Diners Club, in its sole discretion, may at any time add, change, modify or discontinue any of the programs or benefits provided in connection with the Card without notice.

23 WAIVER

Diners Club can delay in enforcing or fail to enforce any of its rights under this Agreement without losing them.

24 GOVERNING LAW

The terms and enforcement of this Account and Agreement shall be governed by federal law, and, to the extent state law must be applied, the law of Illinois.

25 ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate: For the purpose of this section only, "Diners Club" means both Diners Club and Diners Club International, as defined above. Either Diners Club or I may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy involving Diners Club and me (called "Claims").

Claims Covered:

- **What Claims are subject to arbitration?**

All Claims relating to my Account, a prior related Account, my Account Privileges, or my relationship with Diners Club are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, Diners Club's or my negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

- **Whose Claims are subject to arbitration?**

Not only my Claims or those of Diners Club, but also Claims made by or against anyone connected with Diners Club or me or claiming through Diners Club or me, such as the Organization, a co-applicant or authorized user of my Account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy. If anyone described in the preceding sentence is involved in a Claim that involves Diners Club and me that person also has the right to elect arbitration in this section in the same way that Diners Club or I could.

- **What time frame applies to Claims subject to arbitration?**

Claims arising in the past, present, or future, including Claims arising before the opening of my Account, are subject to arbitration.

- **Broadest interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

- **What about Claims filed in Small Claims Court?**

Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works:

- **How does a party initiate arbitration?** The party filing an arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, and JAMS. Any arbitration hearing that I attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to my then current billing address, or at some other place to which Diners Club and I agree in writing. I may obtain copies of the current rules of each of the two arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
800-778-7879 (toll free)
Web site: www.adr.org

JAMS
800-352-5267 (toll free)
Web site: www.jamsadr.com

At any time Diners Club or I may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claim spending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

- **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to Diners Club or me. The arbitrator will take reasonable steps to protect customer Account information and other confidential information if requested to do so by Diners Club or me. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. Diners Club or I may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

- **Who pays?** Whoever files the arbitration pays the initial filing fee. If Diners Club files, it pays; if I file, I pay, unless I receive a fee waiver under the applicable rules of the arbitration firm. If I have paid the initial filing fee and I prevail, Diners Club will reimburse me for that fee. If there is a hearing, Diners Club will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, Diners Club will advance or reimburse my fees if the arbitration firm or arbitrator determines there is good reason for requiring it to do so, or if I ask Diners Club and it determines there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

- **Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If Diners Club or I require arbitration of a Claim, neither Diners Club, I, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on behalf of Diners Club or me in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single Account and/or related Accounts, or corporate affiliates are here considered as one person.

- **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues a new, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms:

- This arbitration provision shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between Diners Club and me concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Account, or any amounts owed on my Account, to any other person or entity. Notwithstanding any severability provision applicable to the Agreement as a whole, if any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision maybe amended, severed, or waived absent a written agreement between me and Diners Club.

DINERS CLUB® CORPORATE CARD

Cardmember Agreement Effective August 1, 2013



®BMO Financial Group is a registered trademark of Bank of Montreal. Harris® is a trade name used by BMO Harris Bank N.A. and its affiliates. Diners Club, Diners Club International with the Split Circle Device and Club Cash are registered trademarks of Diners Club International Ltd.

®MasterCard is a registered trademark of MasterCard International Incorporated.

DINERS CLUB CORPORATE CARD CARDMEMBER AGREEMENT

This document, any document containing a confidential number code (“PIN”) for obtaining cash (“PIN Mailer”), and any ATM Pricing Information make up the “Agreement” that governs my Diners Club Corporate Card and Account.

1 DEFINITIONS

In this Agreement, “Card” means one or more Cards or other access devices, such as account numbers, issued by Diners Club to access the account established in connection with this Agreement (“Account”). “Diners Club” means BMO Harris Bank N.A. The words “I,” “me,” and “my” refer to the individual for whom the Account was opened. “Organization” means the business, government agency, or other entity for whose business purposes I have obtained the Card, and also includes any affiliates or related entities thereof and any successors of the foregoing entities. “Diners Club International” means Diners Club International Ltd. or any of its affiliates or franchisees and any successors of the foregoing entities. The words “authorized user” mean any person to whom I give permission to use my Account. “Account Privileges” mean any feature, functionality, or program associated with the Card, including the ability to pay for the purchase or lease of goods or services or to obtain cash or other payment services or instruments. The word “Transaction” means any purchase transaction, cash transaction, fee, or other debit item posted to the Account.

2 THIS AGREEMENT

By accepting, activating, signing, using, or authorizing use of the Card or Account, or by failing to cancel the Account within 30 days of receipt of the Card, I agree to the terms of this Agreement. My Organization may have separate agreements with Diners Club that relate to my Card. I may also have separate agreements with my Organization that relate to my use of the Card. To the extent that such agreements are inconsistent with this Agreement, this Agreement shall control.

3 USE OF THE CARD

I will use the Card only **for business or commercial purposes on behalf of my Organization** at participating establishments. This Account shall only be used for lawful purposes, and **shall not be used for personal, family or household purposes**, and may not be used to purchase goods for resale. Account Privileges are provided by Diners Club or Diners Club International pursuant to one or more agreement(s) with my Organization and are subject to this Agreement. I cannot transfer the Card or the Account. Upon receipt of the Card, I will sign it on the back above the words “authorized signature.” My purchase and cash transactions will be evaluated based on my Account performance, my other credit accounts with Diners Club, my experience with other creditors and information provided by my Organization. Diners Club may, at any time in its sole discretion or at the request of my Organization, impose on my Account a spending limit for Transactions or change any such limit. If Diners Club acts in its discretion, Diners Club will notify me if such a limit applies, or of any changes in the limit, but the limit and any changes to the limit may take effect before I receive the notice. If Diners Club acts at the request of my Organization, I will not receive notice from Diners Club of such a limit or of any changes in the limit and I must consult with my Organization to learn if such a limit applies or has been changed. In addition, Diners Club may at any time in its sole discretion impose on my Organization a spending limit for purchase and cash transactions which may affect my ability to make purchases or withdraw cash regardless of the purchase or cash balance on my Account. **Account Privileges will be withdrawn upon termination of my employment** or affiliation with my Organization, at the request of my Organization, or upon termination of the applicable contract between Diners Club and my Organization. **I am obligated to pay Diners Club for all amounts due on my Account, as specified** in this Agreement, including all Transactions by me or authorized by me whether or not such Transactions were in fact for the benefit of the Organization.

4 CANCELLATION

I may cancel my Account or my Account Privileges at any time by notifying Diners Club in writing. **Diners Club is authorized to suspend or cancel my Account or any part of my Account Privileges at any time at its discretion and without notice to me.** If my Account is cancelled, I will destroy all Cards issued on my Account. I will surrender the Card upon request to the Organization or any authorized representative of Diners Club. Use of the Card or Account after notice of its cancellation may be fraudulent. In the event of cancellation, I must still pay all amounts due to Diners Club under this Agreement.

5 LIABILITY FOR TRANSACTIONS

I agree to pay for all Transactions posted to my Account and Diners Club is entitled to **payment directly from me regardless of whether I have been reimbursed by my Organization.** In the event of my termination of employment or affiliation with the Organization, I authorize Diners Club to seek payment directly from the Organization in addition to seeking payment from me, and I authorize the Organization to make such payment. If I permit an authorized user to have access to my Card, I agree to pay Diners Club for all Transactions made by the authorized user, including Transactions for which I may not have intended to be responsible. I will notify Diners Club to revoke an authorized user’s permission to use my Card. If I do so, Diners Club may close my Account and issue me a new Card.

6 ACCOUNT BALANCE

On each statement I receive, the total outstanding balance (the amount I owe Diners Club) appears as the “Total Due.” To determine the Total Due, Diners Club begins with the outstanding balance on my Account at the beginning of the billing period, called the “Previous Balance” on the statement. Diners Club then adds any Transactions (including any fees), subtracts any credits or payments credited as of that billing period, and makes other applicable adjustments.

7 STATEMENTS

The Diners Club statement shows the Total Due and the current activity on my Account. **The Total Due is due and payable, in full,** in U.S. dollars **upon receipt of the statement.** Certain Transactions may be billed directly to my Organization and will appear on my statement as memorandum items only. In the event such items are later posted to my Account, I agree to pay them in full. If Diners Club deems my Account uncollectible or sends my Account to an outside attorney or agency for collection, Diners Club may, in its sole discretion, stop sending me statements. However, fees continue to accrue whether or not Diners Club sends statements. I will be liable on the Account even if I do not receive a statement.

8 TRANSACTIONS MADE IN FOREIGN CURRENCIES

Any Transaction I make in a foreign currency or any cash advance I obtain in a foreign currency will be charged to my account in U.S. dollars after being converted by MasterCard®. MasterCard will act in accordance with its procedures then in effect. MasterCard uses a conversion rate in effect on the day the purchase or cash advance transaction is processed. The MasterCard conversion rate is either a government-mandated rate or wholesale market rate. The foreign currency conversion rate in effect on the processing date for a transaction may differ from the rate in effect on the sale or posting date on my billing statement for that transaction. If a Transaction is converted by a third party prior to such Transaction being processed by MasterCard the foreign currency conversion rate for that Transaction will be the rate selected by that third party.

For each purchase made in a foreign currency Diners Club adds to my Account a foreign transaction fee in such amount as may be agreed to between Diners Club and my Organization, but such **fee will not exceed two percent** of the amount of the purchase after its conversion into U.S. dollars. For information about the exact foreign currency conversion fee that applies to my Account, I may contact Diners Club at the telephone number in paragraph 13 below.

9 PAYMENTS

Diners Club can accept late payments or partial payments, and payments marked with “Payment in Full” or similar language, without losing any of its rights under this Agreement. I authorize Diners Club to allocate my payments and credits in any way it chooses including a way that is most favorable or convenient to Diners Club, which may include allocating payments to older balances before newer balances. Instructions for making payments are on the statement. In order to be credited as of a particular day, Diners Club must receive my payment in the form specified, and by the hour specified, in those instructions. All payments must be made in U.S. dollars and drawn on a financial institution located in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by the financial institution. However, Diners Club reserves the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the United States and to deduct any fees or costs incurred in connection with processing such payments. If such fees or costs are not fully deducted at the time my Account is credited for a payment, they will appear as a Transaction on a subsequent statement. Credit balances may be refunded to my Organization.

10 DELINQUENCY

Any portion of the Total Due from a previous billing period that remains unpaid will appear as a past due balance on the current statement. I will incur a **delinquency fee of up to \$30** each time the oldest portion of a Total Due balance is included in a past due balance for the second time. In addition, I will incur a **late fee of up to 2.75% of the entire past due** balance each time any portion of a Total Due balance is included in a past due balance for the second or subsequent time. **Having a past due balance may result in suspension or cancellation of my Account Privileges.** Court costs plus reasonable attorney’s fees maybe added to any delinquent balance referred to an outside attorney or agency for collection and I will pay them.

11 DISHONORED CHECKS

If any payment check or similar instrument is not honored, must be returned because it cannot be processed, or when an automatic debit is returned, I will incur a fee of up to \$29. This fee may be assessed the first time any instrument or debit is not honored or is returned, even if it is honored upon resubmission.

12 BILLING INQUIRIES/PROBLEMS WITH GOODS AND SERVICES

If I have any question, problem or dispute about the statement, I will notify Diners Club in writing or by telephone, **within 60 days of the billing date on the statement.** Diners Club will take all reasonable and appropriate steps to provide the information I requestor resolve my dispute. However, unless required by law, Diners Club is not responsible for any problem I have with any goods or services I purchase with the Card, and, if I have a dispute with an establishment honoring the Card, I must pay Diners Club the Transaction in dispute and settle the dispute directly with the establishment.

13 LOSS, THEFT OR UNAUTHORIZED USE

If my Card is lost or stolen, or if I believe someone used or may use my Card without my permission, **I will notify Diners Club and my Organization immediately.** I will notify Diners Club by phone or in writing, at the Customer Service address and telephone number that appear on the back of the statement. I will notify my Organization in accordance with its instructions. I will not use the Card or Account after I have notified Diners Club or my Organization, even if the Card is found or returned. I will also assist Diners Club in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of my Card. I may be liable if my Card is used by an unauthorized person, but in any case my **liability will not exceed \$50.** I will not be liable for unauthorized Transactions that occur after I notify Diners Club of the loss, theft, or possible unauthorized use of my Card.

14 MEMBERSHIP FEE

My Account may be subject to an annual membership fee. If it is, I will incur this fee unless it is paid by my Organization directly. If a fee applies, it will appear on my statement and is non-refundable unless I notify Diners Club to cancel my Account within 30 days from the mailing or delivery date of the statement on which the fee is billed.

15 LIABILITY FOR CARD REFUSAL

Diners Club is not responsible and shall have no liability if a merchant, a financial institution, an automated teller machine (“ATM”) or any third party refuses to honor my Card or accept a Transaction on my Account. Diners Club or its agents may, in their sole discretion, refuse to authorize any Transaction for any reason. Neither Diners Club nor its agents will be responsible or have any liability if authorization for a Transaction is not given.

16 DINERS CLUB CORPORATE CLUB CASH®

My Organization may approve my participation in the Diners Club Corporate Club Cash Program. Participation in the Club Cash Program enables me to obtain cash from a participating ATM (“ATM cash advance”). If I am approved for participation in the Club Cash Program, I will receive a PIN in my PIN Mailer. I will incur an ATM cash advance fee for each ATM cash advance Transaction. The ATM cash advance fee will be the amount set forth in my most recent ATM Pricing Information. (My “ATM Pricing Information” includes the PIN Mailer sent upon enrollment in the Diners Club Corporate Club Cash Program and any subsequent notice entitled “ATM Pricing Information.”) The amount of the cash advance Transaction posted to my Account may be increased by a surcharge imposed by the ATM operator. Diners Club and/or my Organization may place limits on the amount of cash that I may obtain.

17 OTHER CASH ADVANCES

If I am approved to participate in the Diners Club Corporate Club Cash Program, my Account Privileges may include the ability to obtain cash from participating establishments (“cash advance”) subject to the limits established for the Diners Club Corporate Club Cash Program. I will incur a cash advance fee for every cash advance Transaction. The non-ATM cash advance fee will be up to 4% of the cash advance Transaction. I may also have access to cash through other Diners Club programs from time to time. If so, any additional fee for obtaining cash through a particular program will be disclosed to me at the time of the Transaction. Diners Club and/or my Organization may place limits on the amount of cash I may obtain.

18 CHANGING THIS AGREEMENT - ASSIGNMENT

Diners Club may change this Agreement, including any fee, at any time. Diners Club can also add or delete provisions relating to the Account, including provisions relating to credit features, and provisions relating to the nature, extent, and enforcement of the rights and obligations that Diners Club or I may have relating to this Agreement. To the extent required by Illinois or federal law, Diners Club will provide me with notice by mailing a notice to me at the latest address shown in its records.

If I do not agree to the changes, I must notify Diners Club in writing. I must also pay Diners Club the total balance on my Account and my Account Privileges will be withdrawn according to this Agreement. If I fail to notify Diners Club or if I use my Card or Account after the effective date (even if I notified Diners Club that I do not agree to the change), I am agreeing to all changes in the notice. Any changes to this Agreement will apply to the current balance on my Account as well as to future balances. Diners Club may assign the Account and this Agreement at any time without notice.

19 EXCHANGE OF INFORMATION

I authorize Diners Club, at its discretion and to the extent permitted by law, to disclose to and receive from the following parties any and all information relating to my Account: my Organization (including my manager and any other individuals designated by my Organization), my Organization’s parent and affiliates, Diners Club International, other Diners Club franchisees, BMO Financial Group companies and their affiliates, MasterCard, third parties that provide services or benefits in connection with my Account or the agreement between Diners Club and my Organization, and other third parties as deemed appropriate by Diners Club for its business purposes and/or the business purposes of my Organization. This information may include, for example, information relating to my Account that(a) I provide to Diners Club, to my Organization, or to any of the other parties stated above, (b)Diners Club obtains from any of the other parties stated above, (c) that Diners Club obtains from merchants that accept the Card including detailed information about the specific items or services purchased or paid for using my Account, and about the specific components of my transaction with these merchants, or (d) otherwise generated by my Account or its use. In addition, I authorize my Organization, at its discretion and to the extent permitted by law, to provide information about me to Diners Club to assist Diners Club in opening and managing my Account and in administering programs or benefits in connection with the Account.

20 INQUIRIES ABOUT MY CREDIT RECORD

Diners Club may ask credit reporting agencies for reports of my credit history. Upon request, Diners Club will tell me whether a report was requested, and if so, the name and address of any reporting agency that furnished a report. Diners Club may report information about my Account to credit bureaus. **Late payments, missed payments, or other defaults on my Account may be reflected in my credit report.** If I think Diners Club reported inaccurate information to a credit reporting agency, I should write to Diners Club at the Customer Service address listed on the statement.

21 TELEPHONE MONITORING

Diners Club may, from time to time, monitor and record telephone calls regarding my Account to assure the quality of its service.

22 PROGRAMS AND BENEFITS

The programs and benefits provided in connection with the Card may be subject to additional terms, conditions and exclusions. I agree to be bound by any additional terms that apply to a particular program and to pay any additional fee or cost set forth in those terms. I authorize Diners Club to share my name, address, Account