Claims Covered:

What claims are subject to arbitration?

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, enforcement, or interpretation of the Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedies (damages, 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, cross-pleadings 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 defenses sought, as part of a class action, private attorney general action, 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.

What procedure is used to arbitrate Claims?

The party filing an arbitration must choose the arbitrator and procedures for initiating and pursuing an arbitration. American Arbitration Association (AAA or Arbitrator) shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have jurisdiction to determine the rights and obligations of any other person, or on the resolution of any other dispute.

Who pays for the arbitration fees?

The party filing an arbitration pays the initial filing fee. If Diners Club files, it pays, if I file, I pay, unless I receive a free waiver under the applicable rules of the arbitration firm. If I have paid the initial 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 arbitration and arbitrator 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 was 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.

How is the arbitrator chosen?

A single, neutral arbitrator shall resolve Claims. The arbitrator will either be 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 arbitrator 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. These 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 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 any remedy or award 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 appeal from an award shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have bearing on the rights and obligations of any other person, or the resolution of any other dispute.

How is an arbitration award final?

The arbitrator’s award is final and binding on the parties unless a party appeals it to writing to the arbitration firm within fifteen days of receiving notice of the award. If you receive notice of an award before a panel of three neutral arbitrators designated by the same arbitration firm, the panel will consider all factual and legal issues in a new, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the written evidence presented. Claims 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 will be 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 claims owned by or owed to 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, heirs, executors, or trustees on bankruptcy. If any portion of this arbitration provision is modified, amended, or a law rendered invalid or unenforceable, the entire arbitration provision shall not remain in effect. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between me and Diners Club.

Claim files 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 follow the procedures of the arbitration firm and file its charges and procedures for initiating and pursuing an arbitration. American Arbitration Association (AAA or Arbitrator) shall determ ines the rights and obligations betw een the nam ed parties only, and only in respect of the Claims in arbitration, and shall not have jurisdiction to determine the rights and obligations of any other person, or on the resolution of any other dispute. Diners Club or I may, without the other’s consent, elect mandatory, binding arbitration for any Claim arising in the past, present, or future, including Claim arising before 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

Cardmember Agreement Effective August 1, 2013

DINERS CLUB® CORPORATE CARD

Cardmember Agreement Effective August 2013, 10048 38 2   (05/13)

Diners Club International

® BM O Financial Group is a registered trademark of Bank of Montreal. Harris ® is a tradem ark used by BM O Harris Bank N .A. and its affiliates. Diners Club, Diners Club International with the Split Circle Cardm ember Agreem ent are registered trademarks of Diners Club International Ltd.

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DINERS CLUB CORPORATE CARD CASHMEMBER AGREEMENT

The document, any document containing a confidential number code ("PIN") for your Account, any Diners Club ("Diners") Cash Advance ("Cash Advance") and any AIM Pricing Information make up the "Agreement" that governs your 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 parent company of Diners Club International and "my" refers to the individual who is the Account owner. "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 all successors of the foregoing entities. "Diners Club International" means Diners Club International Ltd. or any of its affiliates or successors 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, function, or service purchased or available 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. "Transactions" means any purchase transaction, cash transaction, fee, or other debt 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 with Diners Club upon being advised of this Agreement, I will be deemed to have entered into 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 agree to use the Card only for business or commercial purposes on behalf of my Organization and for my personal use. The Card shall only be used to purchase goods for resale Account Privileges are provided by Diners Club or Diners Club International pursuant to one or more agreements (with my Organization or any affiliates thereof) with me, my Organization (including my manager and any other individuals designated by my Organization), my Organization’s parent and subsidiaries, Diners Club International, other Diners Club franchises, BMO Financial Group companies and their affiliates. "MasterCard" means MasterCard, Inc., MasterCard International and any successors thereto (collectively, "MasterCard"). The Card 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 agreements (with my Organization or any affiliates thereof) with me, my Organization (including my manager and any other individuals designated by my Organization), my Organization’s parent and subsidiaries, Diners Club International, other Diners Club franchises, BMO Financial Group companies and their affiliates. Upon receipt of the Card, I will sign it in the blank above the words, "authorized signature," and will not allow anyone to change my signature on the back of the Card. My signature and card number are all that are needed to use the Card. As authorized user, I acknowledge that Diners Club may not send statements to me, or my authorized user, and I will receive statements directly from Diners Club. The terms and conditions set forth in the Agreement apply to me, my authorized user, and any other person permitted to use the Card by me. I agree that Diners Club or its agents may, in their sole discretion, refuse to authorize any Transaction for any reason. Neither Diners Club nor my Organization will be liable to me if any Transaction is not authorized. I agree to pay for any unauthorized Transactions I and any other person permitted to use the Card by me. In the event of my termination of employment or affiliation with the Organization, but such fee will not exceed two percent of the amount of the purchase and/or the cash advance.

10 DELINQUENCY
Any portion of the transaction that Diners Club or my Organization or any affiliates of Diners Club may receive from a participant or any other third party as a result of a Transaction or as a result of any card or chargeback will be charged to my Account at the time the amount is credited to my Account. If a Transaction is not received by Diners Club in a timely manner, I will be liable for the full amount of the Transaction. Diners Club or my Organization may also place limits on the amount of cash that may be obtained.

17 OTHER CASH ADVANCES
If I am approved to participate in the Diners Club Corporate Card Cash Program, my Organization will be charged an annual membership fee. This fee is charged to my Account under the terms of the participation agreement for the Cash Advance Program ("Cash Program") and includes a "Cash advance". The Cash advance fee for each additional Cash Advance Transaction. The non-Cash advance fee will be due at the time of the Transaction. Diners Club or my Organization may place limits on the amount of cash that may be obtained.

18 CANCELLATION OF AGREEMENT
Diners Club may change this Agreement, including any fee, at any time. Diners Club may also add or delete provisions relating to the Account, including provisions relating to credit features, and provisions relating to the nature, extent, and adjustment of the rights and obligations that Diners Club or I may have to relating to the Account. If I do not agree to the changes, I will return my Card to Diners Club. Diners Club will provide me with notice by making a notice to the latest address shown in its records. If I do not agree to the changes, I will return my Card to Diners Club. I must notify Diners Club in writing. I must also notify Diners Club in writing. I must also notify Diners Club in writing. I must also notify Diners Club in writing.

19 EXCHANGE OR INFORMATION
I authorize Diners Club, at its discretion and to the extent permitted by law, to disclose, adjust and/or reclassify the following parties any and all information relating to my Account to the Diners Club, my Organization or my manager and any other individuals designated by my Organization, my Organization’s parent and subsidiaries, Diners Club International, other Diners Club franchises, BMO Financial Group companies and their affiliates.

20 INQUIRIES ABOUT MY CREDIT RECORD
Diners Club may not release a report to any credit reporting agency. Upon request, Diners Club will tell me whether a report was requested, and if so, the name of the credit reporting agency and the address of my Account to the Diners Club, my Organization or my manager and any other individuals designated by my Organization, my Organization’s parent and subsidiaries, Diners Club International, other Diners Club franchises, BMO Financial Group companies and their affiliates.

21 TELEPHONE MONITORING
Diners Club may monitor and record telephone calls regarding my Account. I agree with the quality of the service provided.

22 PROGRAMS AND BENEFITS
The programs and benefits provided in connection with the Card may be subject to additional terms and conditions. Any additional terms and conditions that apply to a particular program and to any additional fee or cost set forth in those terms. I authorize Diners Club to share my name, address, income, or any other information about me to Diners Club or other third parties. I authorize Diners Club to share my name, address, income, or any other information about me to Diners Club or other third parties. I authorize Diners Club to share my name, address, income, or any other information about me to Diners Club or other third parties.