

**BMO HARRIS BANK N.A.
CORPORATE MASTERCARD PROGRAM
MEMBER ACCOUNT AGREEMENT**

THIS AGREEMENT made as of the _____ day of _____, 20____, between
_____ with its principal office at

Street Address (No P.O. Box): _____

City, State, Zip: _____

Federal Tax ID Number: _____

(the above to be referred to as the “*Member*”) and BMO HARRIS BANK N.A., located at 111 West Monroe Street, Chicago, IL 60603 (the “*Bank*”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

SECTION 1. MEMBER ACCOUNT AND CARDS.

The Bank has established a Corporate MasterCard program with the Illinois Association of School Business Officials (the “*Association*”) for its qualified members. The Association has requested that the Bank establish a MasterCard account for you and the Bank has agreed to do so.

This Agreement between the Member and the Bank and the Agreement between the Bank and the Association set forth the terms and conditions under which the Bank will make its Corporate MasterCard program available to the Member.

The Bank will establish a Card Account for the Member (the “*Member Account*”) under the Bank’s Corporate MasterCard program with the Association as indicated in Schedule 1 with the initial **Monthly** credit limit of U.S. \$_____ (the credit limit of the Member Account in effect at any time is herein called the “*Member Credit Limit*”). The Bank shall lend money to the Member and its Cardholders (as defined below) up to the Member Credit Limit by way of charges to the Member Account in accordance with this Agreement. The Bank reserves the right, in its sole discretion, to modify the Member Credit Limit and the Cardholder Credit Limits at any time.

1. Definitions and Interpretation

(a) Capitalized terms used in this Agreement are defined as follows:

“Agreement” means this corporate card agreement (including all attached Schedules), as such agreement may be amended and restated from time to time;

“Bank” means BMO Harris Bank N.A.

“Billing Period” means the period beginning the day after the immediately preceding Monthly Billing Date and ending on the current Monthly Billing Date;

“BMO” means Bank of Montreal;

“Business Day” means a day on which Harris is generally open for business in Illinois, USA, and in each case does not include Saturdays, Sundays or statutory holidays;

“Card” means a corporate Mastercard credit card issued by the Bank in connection with the Member Account, which may be issued as a physical card or a card number including a Virtual Card;

“Card Account” means a sub-account of the Member Account which is established for each Card;

“Card Account Statement” means the monthly statement setting out the outstanding balance of a Card as of the stated Monthly Billing Date;

“Card Limit” means the credit limit established for a Card;

“Card Notice” has the meaning given to it in section 7(c);

“Cardholder” means an employee of, or a contractor providing services to, the Member to whom a Card is issued and in the case of a Non-Personalized Card, means any person using the Non-Personalized Card;

“Cash Advance” means an advance of cash obtained through the use of a Card from the Bank or another financial institution accepting the Card;

“Change” has the meaning given to it in section 15(g)(ii);

“Change Notice” has the meaning given to it in section 15(g)(ii)(A);

“Charges” means all charges posted to the Member Account including all Transactions, fees and service charges;

“Electronic Distribution” means distribution through e-mail or posting on the Program Website;

“F.I.” means financial institution;

“Flexport” means the Bank’s electronic purchasing gateway system known as BMO Flexport;

“Harris” means BMO Harris Bank N.A.;

“Insurance Certificates” means documents evidencing Program-related insurance coverage including insurance certificates, policies of insurance, and summaries of assistance services (any two or more of which may be combined into a single document) including any notices of amendment to any of the foregoing documents;

“Insurance Documents” means collectively Insurance Certificates and Insurance Notices;

“Insurance Notices” means any document relating to the Insurance Certificates that the Bank may send to either or both of the Member and the Cardholders including changes to insurance coverage, legal and regulatory information, or any insurance related offer;

“Material Adverse Change” means any change or event which constitutes a change in the business, operations, condition (financial or otherwise) or properties of a party which when taken as a whole would materially impair a party’s ability to timely and fully perform its obligations under this Agreement or the ability of a party to enforce its rights and remedies under this Agreement;

“MCI” means Mastercard International Inc., which is the entity that administers the Mastercard program internationally;

“Member Account” means the corporate Mastercard account established by the Bank for the Member;

“Member Account Statement” means a monthly statement showing the outstanding balance of the Member Account as of a Monthly Billing Date;

“Member Credit Limit” means the Member Account credit limit established by the Bank from time to time, and which as of the date of this Agreement is shown in Schedule 1;

“Monthly Billing Date” means the approximate day in each month on which the Bank prepares the Statements;

“N.A.” not applicable;

“Non-Personalized Card” means any Virtual Card and any Card that is not issued to a particular individual and does not bear an individual’s name, such as a Card assigned to a department or vehicle of the Member;

“Objection Notice” has the meaning given to it in section 15(g)(ii)(B);

“Objection Period” has the meaning given to it in section 15(g)(ii)(B);

“Onboarding Documentation” means the documentation package delivered by the Bank to the Member which includes the following: the documents to be completed by the Member to set up the Member Account, the terms and conditions of the applicable liability waiver program referred to in section 7(e), and the terms and conditions of any features of the Card;

“Past Due Amount” has the meaning given to it in section 6(a);

“Payment Due Date” means the day by which full payment of the amount set out in a Statement is due, which will be approximately the number of days after the Monthly Billing Date shown in Schedule 1;

“PIN” means a personal identification number;

“Program” has the meaning given to it in the recitals;

“Program Administrator” means an individual appointed by the Member to act on behalf of the Member in connection with the operation and administration of the Member Account;

“Program Submission” means a submission by a Program Administrator to the Bank in connection with Routine Matters;

“Program Website” means the website established by the Bank through which the Member may access Statements, reports and other Program-related services;

“Purchase” means the use of a Card to charge to the Member Account the price of goods or services obtained from a Vendor;

“Routine Matters” refers to all matters relating to the day-to-day operation and administration of the Program, including: (a) issuing and cancelling Cards; (b) adding and removing Cardholders; (c) changing Cardholders’ names, addresses, phone numbers, cost centres, departments and Card Limits; (d) changing the organizational or hierarchy set-up; (e) changing the Member Credit Limit;

“Schedule” means a schedule to this Agreement;

“Statements” means collectively the Card Account Statements and Member

Account Statements and a “**Statement**” refers to a Card Account Statement or Member Account Statement;

“**Statement Review Period**” means sixty (60) days from the Monthly Billing Date;

“**T&E Card**” means the travel and entertainment Card and includes Travel Accounts;

“**TBD**” means to be determined;

“**Transaction**” means any use of a Card which results in a charge to the Member Account including Purchases and Cash Advances, whether or not the Card was presented to a Vendor (such as in the case of an internet, mail or telephone order purchase) or the Cardholder's signature was obtained or by use of a PIN;

“**Travel Account**” means the T&E Card with corporate liability that can only be used to book air travel, train travel, common carrier travel and hotel or motel accommodations;

“**U.S. Program**” means the Program provided to a Member;

“**Virtual Card**” means a Card number that is generated from a Member's department Card number which in turn has certain Member designated functionality including limited use to a particular number of times (for example, one time use), a particular period of time (for example, a week), and for a particular amount of money (for example, \$1,000.00); and

“**Vendor**” means a merchant or supplier.

- (b) References to “includes” mean “includes, without limitation” and references to “including” mean “including, without limitation”.
- (c) Words in the singular include the plural and words in the plural include the singular.
- (d) The Schedules constitute an integral part of this Agreement.
- (e) The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

2. Program Features

- (a) The Bank has sole discretion over the management, operation, content and features of the Program and the Cards. Subject to the terms of this Agreement, the Bank may modify any aspect of the Program. In the event that the Program is modified, the Bank will:

- (i) notify the Member of any material pricing or Program feature changes or otherwise as required by law; and
 - (ii) will not notify the Member of any immaterial operational changes that would not adversely affect the Member (including for example a change to an interactive voice response menu).
- (b) The features of the Program selected by the Member, together with the Member Credit Limit and notice provisions are shown in Schedule 1.
 - (c) Billing information and options, together with Member service and dispute settlement provisions are shown in Schedule 2.
 - (d) Pricing and fees are shown in Schedule 3, and are subject to change by the Bank on thirty (30) days advance written notice to the Member.
 - (e) Terms and conditions pertaining to the Electronic Distribution of Insurance Documents are set out in Schedule 4.
 - (f) Program Administrator information is shown in Schedule 5.

3. Accounts and Cards

- (a) The Bank will establish a Member Account and extend credit to the Member by approving Transactions up to the Member Credit Limit. The Member Account must only be used for business purposes and not for personal, family or household purposes; provided however that any violation of this limited use commitment does not relieve the Member of its obligations to pay the Bank for all Charges.
- (b) The Bank will issue a Card to a Cardholder with a Card Limit pursuant to the terms of a Program Submission. If a physical Card is requested it will bear the name of the Cardholder and the Member's name or identifier, unless the Card is a Non-Personalized Card, in which case it will bear the name of the applicable department or the vehicle number.
- (c) The Member will use a Program Submission to direct the Bank to cancel a Card. The Member will continue to be liable for all Charges to the Member Account that occur through the use of any such Card before the Bank processes the Program Submission. The Bank will process the Program Submission in accordance with the service levels set out in section 2(a) of Schedule 2.
- (d) Cards are the property of the Bank and cannot be transferred.
- (e) The Member may request a Non-Personalized Card. The Member will be liable for all Purchases made with a Non-Personalized Card whether or not an authorized Cardholder made the Purchases.

- (f) If the credit extended by the Bank for the Program is unsecured, then the Bank may in its sole discretion change the Member Credit Limit without prior notice from time to time.
- (g) The Bank may in its sole discretion do each of the following without prior notice from time to time in order to manage credit risk or to facilitate the smooth operation of the Program for the Member:
 - (i) change the portion of the Member Credit Limit allocated to an Account;
 - (ii) change a Card Limit; and
 - (iii) issue renewal, replacement or temporary Cards.
- (h) The Bank may cancel or suspend the right to use a Card in each of the following instances:
 - (i) if the Bank detects unusual or suspicious activity on the Card Account;
 - (ii) if the outstanding balance of the Card Account is not paid in full within two billing cycles; or
 - (iii) if required by law.

4. Charges, Cash Advances and Foreign Exchange

- (a) Subject to the terms of this Agreement, a Cardholder may use a Card for the purpose of completing Transactions. All Charges incurred on a Card will be recorded on the corresponding Card Account.
- (b) The Bank may allow Cardholders to obtain Cash Advances only if the Member has selected a Cash Advance option in the Program features chart in Schedule 1 and the Program Administrator has authorized Cash Advances for that Cardholder. For the avoidance of doubt, Cash Advance features are not available for Non-Personalized Cards.
- (c) When a Card is used to make a Transaction in a foreign currency, MCI will convert the amount into the currency of the Card using a conversion rate in effect on the day MCI processes the Transaction. The MCI conversion rate is either a government-mandated rate or a wholesale market rate. The Bank will increase the converted amount by the foreign transaction fee set out in Schedule 3. The foreign currency conversion rate in effect on the processing date for a Transaction may differ from the rate in effect on the Transaction date.
- (d) When a foreign currency Transaction is refunded to a Card, MCI will convert the amount into the currency of the Card using the MCI conversion rate described

above. The Bank will reduce the converted amount by the foreign transaction fee set out in Schedule 3. The foreign currency conversion rate in effect on the processing date for a refund of a Transaction may differ from the rate in effect on the date on which the Transaction was refunded.

5. Statements

- (a) The Bank will prepare Statements on each Monthly Billing Date and make them available to the Member. Regardless of the billing option selected by the Member in Schedule 1 or whether the Member receives a Statement, the Member will be liable for payment of the aggregate outstanding balance of the Member Account every month.
- (b) The Member will ensure that each Statement is examined upon receipt.
 - (i) If the Member does not notify the Bank of an error or omission with regard to a Statement within the Statement Review Period, the Statement will be deemed conclusively to be correct.
 - (ii) If the Member does notify the Bank of an error or omission with regard to a Statement within the Statement Review Period, the dispute settlement procedures in section 2(c) of Schedule 2 will be followed.

6. Payments and Late Fees

- (a) Each month, the Member must pay in full the aggregate outstanding balance shown on each Member Account Statement on or before the Payment Due Date and the failure to do so will be a default by the Member. Full payment is required even if the Member or Cardholder expects to receive a credit from a Vendor. In the event of a disputed Charge, the Member is entitled to reduce the full payment by the amount credited pursuant to section 2(c)(ii) of Schedule 2. Any amount not paid by the Payment Due Date will be considered past due (the “**Past Due Amount**”).
- (b) Each time that the Member does not pay in full on the Payment Due Date the amount due on a Statement, then the following will occur until the Card Account in question is brought current so that there are no Past Due Amounts:
 - A. The Member will be assessed a late fee on the Past Due Amount that is outstanding as of the Monthly Billing Date of each subsequent Statement until the Past Due Amount is paid in full.
 - B. Any late fees shown in a Statement that are not paid in full on the corresponding Payment Due Date are added to Past Due Amount and will be subject to the late fee.
 - C. The late fees are set out in Schedule 3.

- (c) The Bank may accept payments that are marked with restrictive endorsements such as “payment in full” without losing any of its rights under this Agreement.

7. Member Liability

- (a) The Member will be liable to pay the Bank for all Charges to the Member Account even if the aggregate of all outstanding Charges exceeds any Card Limit or the overall Member Credit Limit and even if as between the Member and a Cardholder any Charge resulted from improper use of a Card by the Cardholder.
- (b) The Member will be liable for any pre-authorized payments charged to a Card Account, even after the Card Account is cancelled, unless the Member provided a written cancellation request to the Vendor prior to being charged. If requested, the Member will provide the Bank with a copy of the written cancellation request to the Vendor.
- (c) The Member will: (i) promptly notify the Bank of any possible loss, theft, or unauthorized use of a Card (a “**Card Notice**”); (ii) where reasonably possible, destroy or return the Card in question; and (iii) cooperate with the Bank in its efforts to investigate the alleged unauthorized use.
- (d) The Member will not be liable for any unauthorized use of a Card, except that the Member will be liable for each of the following:
 - (i) the use of a Card by an individual who has been authorized by the Member or Cardholder to use the Member Account, even if that person is not a Cardholder or that person does not act in accordance with the Member’s or Cardholder’s instructions or expectations;
 - (ii) any use authorized by the Member or a Cardholder before the Bank receives a Card Notice; and
 - (iii) any Transaction completed with a PIN.
- (e) The Member may take advantage of the MasterCoverage Liability Protection Program for certain wrongful Transactions. The Bank will include copies of the terms and conditions of the applicable liability waiver program with the Onboarding Documentation.
- (f) The Member will pay all reasonable legal fees and disbursements that the Bank incurs in any legal action to recover money payable by the Member to the Bank pursuant to this Agreement.

8. Program Administrator

- (a) The Member will from time to time provide the Bank with written notice

specifying which individuals are to act as its Program Administrators. Those notices will be effective when the Bank receives them.

- (b) The Member consents to the Electronic Distribution of Insurance Documents on the terms and conditions set out in Schedule 4.
- (c) The Bank may deal with any Program Administrator with regard to Routine Matters. The Bank may rely on any Program Submission received from a Program Administrator through the Program Website, the Virtual Card Program related website, telephone, or e-mail.
- (d) An existing Program Administrator may establish a user identification and password for new Program Administrators. Program Administrators may change their passwords at any time and will do so when required by the Bank.
- (e) The Member will protect each user identification and password from fraudulent use and will immediately notify the Bank of any unauthorized disclosure of any user identification and password.
- (f) Program Administrators will provide the Bank with information that the Bank requires for the operation and administration of the Program.
- (g) The Bank will send each of the following to the Program Administrator, who will distribute the following to the appropriate individuals and provide responses to the Bank where required:
 - (i) all Cards, unless a Program Administrator directs the Bank to send a Card directly to a Cardholder;
 - (ii) correspondence pertaining to Routine Matters and Program-related information requests; and
 - (iii) notices regarding changes to the Program and changes to Program-related features and correspondence to Cardholders, including Insurance Documents.

9. Program Website

The Bank may post the information referred to in section 8(g)(iii) to the Program Website. The Member will provide each Cardholder with a copy of any posted information relating to Cardholders or provide each Cardholder with direct access to the Program Website so that the Cardholder can review the information directly.

10. Member Responsibilities

- (a) The Member will be solely responsible for establishing and monitoring its own internal Program-related procedures or guidelines for Cardholders to ensure compliance with this Agreement. The Bank will not inquire or verify whether any use of a Card, or any Charge to the Member Account, is in accordance with the Member's procedures or guidelines.
- (b) The Member will, and will require Cardholders to, abide by all written security instructions and directions provided by the Bank from time to time.
- (c) The Member shall provide the Bank with such financial information with respect to the Member as the Bank may from time to time reasonably request. The Member is required to provide the Bank with Audited statements within 30 days of completion or 180 days of the Member's fiscal year end. Failure to provide statements may result in program suspension up to and including termination of the Agreement.

Member's audited financials are available online? Yes No

If so, website address: _____

11. Representations and Warranties

The Member represents and warrants to the Bank that as of the date of this Agreement:

- (a) it is duly organized, validly existing and in good standing under the laws of all necessary jurisdictions;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) that the execution of this Agreement has been duly authorized by all necessary action, and will create a valid and binding obligation of Member; and
- (d) all documents provided by the Member or its authorized officers or employees in connection with the signing of this Agreement including documents used to ascertain the existence of the Member and the authority of the signers of this Agreement to bind the Member are true and accurate as of the date that the Member signs this Agreement.

12. Term and Termination

- (a) Unless terminated earlier in accordance with the terms of this Agreement, the term of this Agreement shall commence as of the date of this Agreement and shall

continue until terminated by either party in accordance with the provisions hereof; *provided, however*, this Agreement shall terminate immediately upon termination of the Corporate MasterCard program between the Bank and the Association.

- (b) Either party may terminate this Agreement as follows:
- (i) without cause, on ninety (90) days prior written notice to the other party;
 - (ii) immediately and without prior notice in the event of a Material Adverse Change, bankruptcy or insolvency of the other party;
 - (iii) on five (5) days prior written notice if the other party fails to make any payment when due under this Agreement; and
 - (iv) immediately and without further notice if a party is in default in the performance of any of its other obligations and such default continues for thirty (30) days following receipt of a written notice regarding such default from the other party.

The right to terminate is in addition to any other right the non-defaulting party may have in respect of the default.

- (c) Upon termination of this Agreement:
- (i) the Bank will cancel all outstanding Cards and revoke all rights and benefits of the Member and its Cardholders;
 - (ii) the Member will have electronic access to the Card data through the Program Website for a period of 6 months following the termination date;
 - (iii) the Bank will cooperate with the Member's commercially reasonable requests to assist with the orderly transfer of corporate card services to another financial institution. If the Member requests the Bank's assistance and in order to provide the assistance requested, the Bank would incur costs over and above its day-to-day operating costs (such costs, "**Transfer Costs**"), the Bank will advise the Member before the Transfer Costs are incurred. If the Member still requires the assistance requested, the Member will pay the Bank the Transfer Costs within 30 days of the date the Bank provides the Member with an invoice for the Transfer Costs; and
 - (iv) the Member will continue to be liable for, and pay, the aggregate of all Charges on the Member Account whether or not then posted to the Member Account (including Charges not yet incurred and accrued fees) and all such Charges will immediately be due and payable.

13. Disclaimers

- (a) The Bank always attempts to ensure that the Program will be operational, and to respect any available Card Limit or any available transaction limit per Card or per day or any other available limit requested by the Member. However, due to the interconnectivity of the Mastercard, the Bank and Vendor systems and the inherent limitations and options of each system, the Bank cannot warrant that the Program will be uninterrupted or error-free or that any limits established by the Member (such as Card Limits) will always be respected. In addition, reports prepared at the Member's request are provided to the Member without representation or warranty as to accuracy of the information provided. Therefore, the Member waives any and all claims that it may have against the Bank arising out of the use and performance of the Program, except for claims for damages referred to in section 13(d).
- (b) The Bank is not responsible for any defects in, or the poor quality of, any merchandise or services obtained by means of any Card. The Member is responsible for settling any dispute between the Member and a Vendor, including with respect to a Vendor's right to compensation, and any such dispute will not affect the Member's obligation to pay all Charges to the Member Account in full to the Bank in accordance with the terms of this Agreement.
- (c) Third parties may provide some of the Program benefits and enhancements including reward programs as well as services and insurance coverage provided under separate certificates and policies. The Bank is not responsible or liable for anything in connection with those third party benefits and enhancements.
- (d) The Bank is not liable for any claim made, or loss or damages suffered by, the Member arising directly or indirectly from the Member's use of the Program, except for damages which the Member suffers as a result of the Bank's gross negligence or wilful misconduct related to the terms of the Agreement. In no event is the Bank liable for any special, indirect or consequential damages, including but not limited to, lost profits and lost revenues.

14. Confidential Information

- (a) The Member acknowledges that the terms of this Agreement, including information relating to pricing, are confidential, will not be disclosed and will be distributed only to its employees and agents who have a need to know the information.
- (b) The Bank acknowledges that any financial and other non-public information that the Member provides to the Bank about its business and its Cardholders is confidential to the Member. The Bank will use prudent measures to maintain that information securely, will distribute the information only to its employees and

agents who have a need to know it for the performance of their duties, and will use it only in connection with the services contemplated by this Agreement.

15. Miscellaneous

(a) Governing Law:

this Agreement will be interpreted in accordance with U.S. federal law and, to the extent state law must be applied, then the law of the State of Illinois. The Member submits to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts. The parties each irrevocably waive any right to trial by jury in any proceeding related to this agreement.

(b) Assignment: The Member may not transfer or assign this Agreement without the prior written consent of the Bank, which will not be unreasonably withheld. The amalgamation, merger or consolidation of the Member will be deemed to be an assignment of this Agreement. If transferred or assigned without the Bank's prior written consent, this Agreement will be deemed to be terminated, unless the Bank agrees in writing otherwise.

(c) Severability: If any provision of this Agreement is illegal, prohibited or unenforceable in any jurisdiction, in whole or in part, the remaining provisions of this Agreement remain valid and enforceable in that jurisdiction, and such determination does not render the Agreement invalid or unenforceable in any other jurisdiction.

(d) Waiver: The failure or delay by either party in exercising any right or privilege with respect to the non-compliance with any provisions of this Agreement by the other party and any course of action on the part of either party, will not operate as a waiver of any rights of such party unless made in writing by such party. Any such waiver will be effective only in the specific instance and for the purpose for which it is given and will not constitute a waiver of any other rights and remedies of such party with respect to any other or future non-compliance of the other party.

(e) Time of the Essence: Time will be of the essence of this Agreement.

(f) Entire Agreement: This Agreement together with any Onboarding Documentation constitutes the entire agreement between the parties with respect to the subject matter and supersedes all previous corporate card agreements (without novation), negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, pertaining to the subject matter herein, unless they have been expressly incorporated by additional reference in this Agreement.

- (g) Amendment:
- (i) Subject to section 15(g)(ii), this Agreement may be amended only by a written agreement signed by both parties.
 - (ii) If the Bank makes a change to the standard terms of the Program on a Program-wide basis (each such event, a “**Change**”), the following terms apply:
 - A. The Bank may change this Agreement at any time upon written notice to the Member (a “**Change Notice**”).
 - B. The Member may, within thirty (30) days of the effective date of the Change (the “**Objection Period**”) notify the Bank that it does not agree to the Changes set out in the Change Notice (the “**Objection Notice**”).
 - C. An Objection Notice constitutes notice of termination of the Agreement on a without cause basis in accordance with section 12(b)(i).
 - D. In the event that the Agreement is terminated as a result of the Bank’s receipt of an Objection Notice, the Member must still pay all amounts owing to the Bank pursuant to the terms of the Agreement but without reference to the Changes to which the Member objected.
 - E. If the Bank does not receive an Objection Notice from the Member within the Objection Period, the Member will be deemed to have agreed to the Change indicated in the Change Notice.
- (h) Survival: This section and the following sections will survive termination or expiration of this Agreement along with such definitions, interpretive provisions and such other terms and conditions in this Agreement as are necessary to give effect to the following sections: 3(e) (Card ownership), 4(c) and (d) (foreign exchange conversion), 6 (payments and late fees), 7 (Member liability), 12(c) (effect of termination), 13 (disclaimers) and 14 (confidential information).
- (i) Counterparts: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic transmission will have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic transmission will also deliver an original executed counterpart,

but the failure to do so will not affect the validity, enforceability or binding effect of this Agreement.

- (j) Binding Effect: This Agreement will be binding upon and will enure to the benefit of the parties and their respective successors and permitted assigns; “successors” includes any corporation resulting from the amalgamation of any party with any other corporation.

- (k) **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**: Federal law requires the Bank to obtain, verify and record information that identifies each person or business that opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application the Bank must have the Member’s and each Cardholder’s name, street address, and other identifying information, and the Bank may ask for identifying documents from the Member and each Cardholder as well.

(The balance of this page is intentionally left blank; the signature page follows)

The parties have executed and delivered this Agreement as of the date first set out above and the parties further agree that this Agreement is in effect as of this date.

[Member Name]

Per: _____
[Name]
[Title]

Per: _____
[Name]
[Title]

BMO HARRIS BANK N.A.

Per: _____
Name
Title

**SCHEDULE 1
PROGRAM FEATURES AND TERMS REGARDING NOTICE**

CARD PRODUCTS	CARD CURRENCY		CASH ADVANCES	BILLING OPTIONS				
	CDN\$	US\$		Central Billed		Individual Billed		Payment Due Date (Days) ²
				Selected	Paper Statements	Selected	Paper Statements	
U.S. PROGRAM								
One Card (Corp. ¹)							27	

¹ "Corp" refers to Corporate Liability.

² Payment must be received no later than 27 days after the Billing Date.

Billing Date (5th or 20th): [5th or 20th]

Monthly Payment Method:

Customized Payment Date [BLANK]
ACH PULL ONLY (1st thru 28th)

Member Credit Limit:

(2) Notice

- (a) The Bank will send all notices and correspondence pertaining to Routine Matters to a Program Administrator via one of the following: e-mail, letter, fax or courier.
- (b) For all notices pertaining to matters other than Routine Matters, the following terms apply:
 - (i) The Bank will send Change Notices to a Program Administrator via one of the following: e-mail, letter, fax or courier.
 - (ii) Any other notice or other communication by one party to another under this Agreement will be in writing and delivered by hand or sent by courier or fax (but not e-mail) at the addresses set forth below and will be deemed to have been received by the addressee: (i) if delivered by hand or by courier, on the day delivered or, if not a Business Day, on the next Business Day; and (ii) if transmitted by fax and receipt is confirmed prior to 3:00 p.m. ET on a Business Day, on such Business Day or, in any other case, at 10:00 a.m. ET on the Business Day next following the date of transmission.
 - (iii) A party may give notice of a change of address for the purposes of this section in the manner provided above, and thereafter any notices or communication will be given to that party at such changed address.

If to Harris:

BMO Harris Bank N.A.
Client Services
P.O. Box 6138
Carol Stream, Illinois
60197-6138
Fax Number: 1-855-803-7341

If to the Member:

Name: _____
Address (line 1): _____
Address (line 2): _____
Address (line 3): _____
Fax Number: _____

(3) Member's Head Office

Is the address set out in section 2 above the Member's head office? Yes No

If the response is no, then insert the Member's head office address below:

Address (line 1): _____
Address (line 2): _____
Address (line 3): _____

SCHEDULE 2**BILLING INFORMATION AND OPTIONS,
MEMBER SERVICE AND DISPUTE SETTLEMENT PROVISIONS****(1) Billing Information and Options**

- (a) Each of the following applies to a Member Account Statement:
 - (i) The Member Account Statement shows the aggregate outstanding balance of the Member Account, which is equal to the sum of all amounts owing in respect of each Card Account Statement.
 - (ii) The Member may choose to have one or more Member Account Statements. If the Bank issues more than one Member Account Statement, the aggregate amount owing by the Member to the Bank is the sum of all Member Account Statements issued.
 - (iii) Details of Charges are only set out on the Card Account Statement.
- (b) The Bank offers the following billing options described below:
 - (i) Central billing option: the Member pays the Bank the balance of the Member Account Statement (the central billing option always applies to Non-Personalized Cards);
 - (ii) Customized Centralized Billing: the Member may on at least 30 days advance written notice request that the Bank charge the Member Account (for payment by the Member) certain fees or other Charges that would otherwise be payable by a Cardholder with an individual billing option. Any request will be effective at the beginning of the applicable Cardholder's billing cycle following the notice period in this subsection.
- (c) With respect to the delivery of Statements:
 - (i) The Bank will deliver all Statements by posting them on the Program Website. The Member may also choose to have paper copies of Card Account Statements mailed to Cardholders.
 - (ii) Each Program Administrator will have access to the Program Website, where Card Account Statements and Member Account Statements can be accessed.
 - (iii) Each Program Administrator may allow a Cardholder access to the Program Website for the purpose of viewing the Card Account Statement for that Cardholder's Card Account.

(2) Member Service and Dispute Settlement Procedures**(a) Service Level Timelines**

Absent technical or other issues beyond the Bank's control, the Bank will endeavor on a commercially reasonable basis to process the following types of requests within the time period specified:

Description	Processing Time (Calculated from the time the Bank Receives the Request)
Card Cancellation – assisted by a Member service representative	Immediate
Card Cancellation – self-serve through the Program Website	1 Business Day
Card Replacement – standard	5 – 10 Business Days
Card Replacement – emergency	2 Business Days

(b) Lost or Stolen Cards

The Member and each Cardholder will notify the Bank as soon as it is aware that a Card is lost, stolen or missing and, if required, request a new Card. Upon receipt of the notice, the Bank will cancel the missing Card.

(c) Dispute Settlement Procedures

- (i) Transactions involving disputes between the Member and a Vendor are to be handled pursuant to section 13(b).
- (ii) Within the Statement Review Period, the Member or Cardholder will report to the Bank all disputed Charges. The Bank will then credit the appropriate Card Accounts the amount of the disputed Charges and commence an investigation with respect to those Charges.
- (iii) After the Bank investigates the disputed Charges, the Bank will re-post any valid Charges to the appropriate Card Accounts.

(d) Contact Particulars

The Bank's contact information for all Routine Matters is as follows:

Address:

In each case address to:
BMO Treasury & Payment
Solutions; Attn: Manager Client
Services Department

P.O. Box 6101
Carol Stream, IL
60197-6101

E-Mail:

corporate.clientservice@bmo.com

Telephone (General):

(a) Within Zones (855) 825-9235 (855) 825-9236

(b) Outside Zones (or if local) (514) 881-3808 (262) 780-8662

Telephone (Lost or Stolen):

(a) Within Zones (844) 316-3760 (844) 227-0528

(b) Outside Zones (or if local) (514) 881-3808 (262) 780-8662

Telephone (Disputes):

English - (866) 418-8154

SCHEDULE 3
PRICING AND FEES

#	CHARGE	DESCRIPTION	PROGRAM
			U.S.
			(\$=US\$)
1.	Annual Fee (per Card):	Standard Card:	Waived
2.	Statements (per Card per month):	Paper Statement:	\$3.00
		Electronic Statement:	\$0.00
3.	Cash Advance Fees:		
	(a) For all Cards	At a BMO branch or ATM:	4%*
	(*Refers to a percentage of the amount of the Cash Advance.)	Not at a BMO branch or ATM:	4%*
4.	Late Fees:	[†] Refers to a percentage of the amount of the unpaid balance in accordance with the terms of the Agreement.	1.75% [†]
5.	Foreign Transaction Fee:		2.0%
6.	Dishonoured Payment:		\$29.00
7.	Replacement ¹ :	Couriered Card ¹ :	TBD
8.	Liability Waiver Programs:	BMO Corporate Card Liability Waiver Program:	N.A.
		MasterCoverage Liability Protection Program:	\$0.00

#	CHARGE	DESCRIPTION	PROGRAM
			U.S.
			(\$=US\$)
9.	Technology Fees:	Third Party Integration (Standard File) Set-Up Fee:	\$500
		Minimum Flat or Standard File Set-Up Fee:	\$500
		Custom Training Services are billed at cost plus travel expenses:	TBD
		Flat File Automation:	\$3,000

¹ Requests to courier rush Cards or issue replacement Statements or reports will be subject to The Bank's standard service charge for such items at the time of the request.

SCHEDULE 4**DELIVERY OF INSURANCE DOCUMENTS****Distribution Protocol**

1. Insurance Documents applicable to the Member or otherwise for the Member's information will be posted to the Program Website and an e-mail will be sent to the Program Administrator advising of the posting of the Insurance Documents. The Program Administrator will provide the notice from the Bank to all Cardholders so that each Cardholder may directly access the Insurance Documents from the Program Website.
2. Where the Bank has sufficient Cardholder information, the Bank will endeavor to obtain the Cardholder's consent to the Electronic Distribution of Insurance Documents.
3. If the Bank has not obtained the Cardholder's consent to the Electronic Distribution of Insurance Documents or the Cardholder has withdrawn their consent to the Electronic Distribution of Insurance Documents, then the following terms apply:
 - (a) If the Bank has the Cardholder's mailing information, the Bank will mail Insurance Documents directly to that Cardholder.
 - (b) If the Bank does not have the Cardholder's mailing information, the Member will act as that Cardholder's agent (through the Program Administrator) for the purposes of receipt and distribution of Insurance Documents to that Cardholder. In such capacity as agent:
 - (i) Where the Cardholder has not expressed a preference to the Bank that they want to receive a hard copy of the Insurance Documents, the Member agrees to the Electronic Distribution of Insurance Documents; and
 - (ii) Where the Cardholder has expressed a preference to the Bank that they want to receive a paper copy of the Insurance Documents, the Bank will provide the Program Administrator with paper copies of the Insurance Documents for distribution to that Cardholder.
4. In addition to the Electronic Distribution of Insurance Documents, the Bank may provide Insurance Notices on Statements.
5. The Bank will at any time upon request provide the Program Administrator with paper copies of any Insurance Documents.

Miscellaneous Terms

6. Any Insurance Documents received through Electronic Distribution will be considered “in writing” and to have been signed and delivered by the Bank as though it were an original document.
7. The Member and each Cardholder may change their Insurance Document preference from electronic to paper copy at any time by contacting the Bank at the contact particulars set out in Schedule 2.
8. Insurance Documents will remain posted to the Program Website and will be available until the date that the Agreement is terminated. It is the responsibility of the Member and each Cardholder to retain a copy of each Insurance Document by saving or printing a copy while it is available to view.
9. The Bank may provide paper copies of Insurance Documents if the Bank is unable to provide the Insurance Documents through Electronic Distribution or for any other reason.

SCHEDULE 5**Program Administrator**

The Member hereby designates each of the persons whose name, title, address, numbers and signature appears below as its Program Administrator:

PRIMARY/LEAD

Name:

Title:

Address, City, St., Zip:

Telephone number:

Fax number:

Email:

Signature of Program Administrator: _____

Name:

Title:

Address, City, St., Zip:

Telephone number:

Fax number:

Email:

Signature of Program Administrator: _____

Use of Email

The Member requests the Bank to accept
Requests sent via email by a Program
Administrator.

Yes () No ()

Member Service Procedures

Notices to the Bank and Authorization Procedures. The Bank must be notified in writing when the Member wishes to amend the participation conditions of the Bank's Corporate MasterCard program under the Agreement. Documentation authorized by a Program Administrator must accompany requested changes to:

- add employees to the program;
- delete employees from the program;
- modify employees' names, addresses, phone numbers, cost centers, departments, etc.;
- adjust individual employee Card Limits.