

In order to expedite processing, please ensure the following materials are submitted with your One Card Program Application (the “**Application**”) and/or are completed prior to submitting the Application.

ENSURE the Application is complete and accurate:

- Are all sections of the Application complete?
- Is the Application signed?

SUBMIT Financial Statements:

- Along with the Application, please attach or submit a copy of your most recent annual financial statement(s) according to the grid below. If the most recent annual financial statements are more than five (5) months old please submit the most recent interim financial statements as well.

Note: *The Customer’s name on the financial statements must match exactly the Customer’s name on this Application.*

Anticipated Monthly Charge Volume	Financial Statements Required?	Years
=< \$50,000.00	Yes	1
\$50,000.01 - \$250,000.00	Yes	2
=> \$250,000.01	Yes	3

When sending financial statements please be sure they contain the following documents:

- o Balance Sheet;
- o Income Statement/Profit and Loss;
- o Statement of Cash Flows, if available; and
- o Auditor’s Opinion, if available.

SUBMIT USA PATRIOT Act Documentation:

- As part of the USA PATRIOT Act requirements, Customer **MUST** submit a copy of one (1) of the following documents in connection with the processing of this Application: (1) Articles of Incorporation/Organization or Trust Instrument; (2) Government issued business license; or (3) Partnership Agreement, LLC Agreement or Bylaws.

HELP us speed up the processing of your Application!

- If you are unsure of the legal name of your entity or the signer’s title please verify by calling your Controller’s office or discuss your options with your Elan/Elavon Representative.
- Completed Applications may be sent to your Elan/Elavon Representative as an electronic file or by overnight or courier services to ensure delivery.

THE FULL AND COMPLETE LEGAL NAME MUST BE INSERTED IN ALL AREAS THAT REQUIRE THE LEGAL NAME. VARIATIONS OR ABBREVIATIONS OF THE LEGAL NAME ON THIS DOCUMENT OR ANY ATTACHED OR ACCOMPANYING DOCUMENTS CANNOT BE ACCEPTED.

Section 1 – Customer Information

Customer's Legal Name		
DBA or Customer Name to be embossed on card(s) (Limit to 21 letters and spaces.)		Federal Tax ID
Customer Physical Address (PO Box not acceptable)		
City	State	Postal Code
Card Program Contact Name		Contact Title
Contact Phone Number		Contact Fax Number
Email Address		Website Address
Net Annual Sales \$	Total Annual Budget Less Payroll \$	Official Start Date of Customer's Business
Does Customer have a line of credit with any financial institution? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>If yes, please provide the following information:</i>		
Name of Financial Institution Providing Line of Credit	Limit	Amount Currently Outstanding

Authorization and Execution

By completing this Application, Customer acknowledges and agrees that: (i) all information provided in this Application is true, complete and accurate and Customer has authority to provide such information and complete this Application; (ii) Customer requests that Elan establish a One Card Program and Accounts in the name of Customer and issue Cards in accordance with the One Card Program Terms and Conditions ("**Agreement**") attached to this Application; (iii) Elan will review this Application and may, at its sole discretion and at the terms imposed by it, grant such request, but is under no obligation to do so; (iv) Customer shall be bound by the attached Agreement; and (v) Elan is authorized to investigate, obtain, and exchange reports and information regarding this Application and any resulting Accounts with credit reporting agencies and other parties with a legitimate business need for such reports or information. If this Application is approved, Customer acknowledges and agrees that the Agreement attached to this Application, with the Application, shall constitute the entire agreement between Customer and Elan, which shall become effective on the Effective Date as referenced in the Agreement.

Customer certifies to Elan that the person executing this Application (1) is authorized by Customer in accordance with its organization rules and applicable law to bind the Customer to the Agreement attached to this Application and (2) has the authority to incur Debt in the name of the Customer. Customer certifies that the signer's authorization to bind the Customer and incur Debt in the name of the Customer is evidenced by the following. *Please check only one of the following boxes.*

- Customer is publicly traded and the signer is an officer as indicated on Customer's Form 10-K filed with the Securities and Exchange Commission ("**SEC**"). No additional information is needed by Elan unless requested.
- The signer is an officer of Customer and is acting in his or her capacity as an agent of Customer. Furthermore, the signer represents and warrants that he or she is authorized by an applicable Bylaw, Article or other Corporate Authority to enter into transactions of this nature. No additional information is needed by Elan unless requested.

If one (1) of the above boxes cannot be checked, or if in the opinion of Elan's Credit Risk Management Department further proof of authority is necessary, Customer must provide a Corporate Certificate of Authority that complies with Customer's Articles of Organization or Bylaws.

By signing below, each individual signing this Application in his or her capacity as an authorized signing officer of Customer, and not in his or her personal capacity, certifies and warrants that: (1) all action required by Customer's organizational documents to authorize the signer(s) to act on behalf of Customer in all actions taken under this Application and the attached Agreement, including but not limited to, the authority to incur Debt on behalf of Customer, has been taken; (2) each signer is empowered in the name of and on behalf of Customer to enter into all transactions contemplated in this Application and the attached Agreement; and (3) the signatures appearing on all supporting documents of authority are authentic. Customer has read, understands and agrees to the Agreement attached to this Application and Elan is entitled to act individually and collectively in reliance upon the authorizations and certifications set forth in this Application.

In witness whereof, Customer has, by its authorized signer(s), executed this Application and agrees to the attached Agreement.

DATED THIS _____ DAY OF _____, 20____ BY:	
Signature of 1 st Authorized Signer	Signature of 2 nd Authorized Signer (ONLY if required by Customer's organizational guidelines)
Printed Name of 1 st Authorized Signer	Printed Name of 2 nd Authorized Signer
Printed Title of 1 st Authorized Signer	Printed Title of 2 nd Authorized Signer

Section 1 – Customer Information, continued

Industry Category: Deliveries Manufacturer Services Retail Wholesaler
 Other _____

Type of Organization:

Corporation (Public) Corporation (Private) Partnership Government LLC LLP
 If any of the above and non-profit Other _____

Is the Customer rated by Dun and Bradstreet (D&B)? YES NO

If yes, D&B Number _____

If not rated by D&B, Applications may be expedited by attaching a copy of Customer's Business License, Certificate of Good Standing, Tax Return and/or filings with Secretary of State.

Does the Customer conduct business in a foreign country?: YES NO

If yes, list counties and nature of business conducted: _____

Does the Customer have an existing relationship with Elan? YES NO

If yes, what type of relationship: _____

Section 2 – Product Information

Please provide the total **Anticipated Annual Charge Volume** and **Number of Cardholders** below for your One Card Program and for Central Billing Accounts, if you will utilize Central Billing Accounts, so that the Anticipated Annual Charge Volume and Number of Cardholders reflects the total **Anticipated Annual Charge Volume** and **Number of Cardholders** for all Products to be utilized. Select **SPECIAL PRODUCTS AND OPTIONAL FEATURES** you will utilize immediately below. Addendum A describes the Special Products and Optional Features.

Anticipated Annual Charge Volume _____

Number of Cardholders _____

Special Product(s)

Central Billing Accounts

Optional Feature(s)

Cash Advance

Section 3 – Member Logo

Check "Yes" to add your logo to your One Cards. There is a setup fee of three hundred dollars (\$300.00) for this option.

YES NO

Section 4 – USA PATRIOT Act Notification

In order to comply with the requirements of the USA PATRIOT Act, Elan may require Customer, Participant(s) and Cardholder(s) to provide their legal entity names, street addresses, taxpayer identification numbers and other information that will allow Elan to identify each Customer, Participant and Cardholder prior to establishing Accounts under or in connection with this Application. Elan reserves the right to require that Customer, Participant(s), and Cardholder(s) promptly provide to Elan sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.

In addition, Customer **MUST** submit a copy of one (1) of the following documents in connection with the processing of this Application:

Articles of Incorporation/Organization or Trust Instrument Government issued business license Partnership, LLC Agreement or Bylaws

FOR ELAN/ELAVON USE ONLY

Elan/Elavon Sales Manager _____

Financial Institution or Agent Name _____

Financial Institution or Agent Address _____

LOC Code _____

Big Agent Name _____

Big Agent Number _____

The One Card Program Terms and Conditions (the “**Agreement**”) is entered into by Elan Financial Services (“**Elan**”) and the entity signing the Application as “**Customer**” to establish a One Card Program (“**One Card Program**”). This Agreement supersedes any previous and like agreements with Customer.

1. **EFFECTIVE DATE.** This Agreement shall become effective upon approval by Elan of (1) Customer’s credit-worthiness and (2) this Application and Agreement. The “**Effective Date**” of this Agreement shall be the date the Application is signed by Customer.
2. **SCOPE OF ONE CARD PROGRAM.** The One Card is a business purpose charge card (“**Card**”) designed for use by Customer, Participants and their Cardholders. The Card is used for charging (1) business expenses related to travel and entertainment and (2) goods and services related to business activities of Customer. Upon approval of this Application, Elan will issue Cards and establish Accounts for Customer. While this Agreement is in effect, Elan may also issue Cards and establish Accounts for any of Customer’s subsidiaries and affiliates, provided that Elan approves such participation. Such subsidiaries and affiliates are known as “**Participant(s)**.” Customer may designate Participants by providing to Elan a list, in writing, of the legal entity names of the subsidiaries and affiliates that are approved by Customer for participation in the One Card Program. Customer may exclude any Participant or employee from the One Card Program by providing written notice to Elan. Customer and/or authorized Participant shall designate which employees should receive Cards (“**Cardholders**”) and/or be issued Account numbers. All Accounts and Cards issued are only for business purposes and will be subject to the terms of this Agreement and any “**Cardholder Agreement**” provided to Cardholder. The Cardholder Agreement may be amended from time to time without notice to the Cardholder; however Cardholder will receive notification of any material change to the Cardholder Agreement that affects the Cardholder’s rights or obligations. Customer has the ability to create Cards on its own through the use of Access[®] Online. Such Cards can be created with or without an individual’s name embossed on the Cards. Acceptance of Cards without a name embossed on the face of such Cards is at the discretion of Merchants. “**Account**” means any account established by Elan pursuant to this Agreement in the name of Customer, its Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued. “**Debt**” means all amounts charged to an Account including without limitation, purchases, Cash Advances, charges, fees, transactions and all amounts related to charges that are owed to Elan by Customer, Participants and/or Cardholders. “**Merchant**” means any entity that has entered into an agreement that governs the acceptance of Cards. “**Association**” means, collectively, the entities that govern Card issuance, including, without limitation, Visa[®] Inc., MasterCard[®] USA and MasterCard[®] International. “**Visa**” shall mean Visa[®] Inc. “**MasterCard**” shall mean, collectively, without limitation, MasterCard[®] USA, Inc. and/or MasterCard[®] International.
3. **BILLING.** Customer must make payment to Elan using check, Autopay (ACH Debit) or another electronic payment method approved by Elan. On the same date each month, Elan will send Customer or Participant a billing statement (“**Statement**”) itemizing all transactions for that month. The amount shown on the Statement as the amount due (“**Amount Due**”) shall be due and payable to Elan in U.S. Dollars within fourteen (14) days (the “**Payment Term**”). “**Billing Cycle**” means the time period from when a Statement is generated until the next Statement is generated.
4. **LIABILITY.** Customer is solely liable to Elan for all Debt incurred on all Cards and Accounts.
5. **LIABILITY WAIVER.** Customer and Participant are protected by either the Visa Liability Waiver Protection Program or the MasterCard MasterCoverage[®] Liability Protection Program (collectively, the “**Association Programs**”), depending on which Association governs Customer’s One Card Program. In the event of fraudulent use of a Card or Account, provided that Customer or Participant promptly notifies Elan of the fraudulent activity and complies with the terms and conditions of the Visa Liability Waiver Protection Program or MasterCoverage Liability Protection Program, the Association Program governing Customer’s One Card Program may assume liability for the resultant loss. Customer and Participant acknowledge and agree that liability waiver benefits are subject to Association rules, restrictions, limitations and exclusions and to the specific Association Program and related terms including, but not limited to the amount of coverage. The Association Programs are provided by the Associations and is not governed, administered or underwritten by Elan.
6. **DELINQUENCY.** If the Amount Due has not been paid by Customer, Participant and/or the Cardholder within the Payment Term, any unpaid portion of the Amount Due will be the amount past due (“**Past Due Amount**”). Elan has the right to (a) bill a Delinquency Fee on all Past Due Amounts as specified in Section 9.2 below; (b) suspend or cancel any Account that is delinquent for two (2) or more Billing Cycles; and (c) recover any legal fees and/or other expenses incurred in collecting any Past Due Amount on any Account.
7. **DISPUTED BILLINGS.** All disputes about charges or billings for the One Card Program must be communicated in writing to Elan at the address provided on the Statement. Elan must receive written notification of a dispute within sixty (60) days after the date on the Statement on which the disputed or allegedly incorrect transaction first appeared. Association regulations govern the resolution of all billing disputes.
8. **CLOSED, LOST OR STOLEN CARDS AND COMPROMISED ACCOUNTS.** Customer or Participant or Cardholder shall immediately notify Elan by telephone at 800-344-5696, or by a written confirmation addressed to Elan Financial Services, PO Box 6344, Fargo, ND 58125-6344, or by facsimile or other agreed to method of (a) termination of employment of any Cardholder and/or termination of Cardholder’s access to the One Card Program; (b) any cancelled Card or closed Account; (c) any lost or stolen Card or compromised Account; or (d) any compromised information regarding Cards, Accounts or other sensitive data including, but not limited to Account numbers, personal identification numbers, passwords or Cardholder information. Customer or Participant will provide, or cause Cardholder to provide, to Elan any information requested by Elan with respect to such Cards and/or Accounts. Customer, Participants and Cardholders will not be liable for unauthorized charges that occur after notification to Elan of the loss, theft or possible unauthorized use of such Cards and/or Accounts. Customer agrees to assist, and cause Participant(s) to assist, Elan in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Cards and/or Accounts and to comply with such procedures as may be required by Elan in connection with the investigation. Such procedures may include the submission of pertinent information in writing, within sixty (60) days of the date of the loss, theft or possible unauthorized use. Notwithstanding the foregoing, Elan shall continue to process all claims for lost, stolen or unauthorized use of Cards and/or Accounts whether or not such information is submitted within sixty (60) days of the loss, theft or possible unauthorized use. Customer acknowledges that by complying with all such procedures losses by both parties may be limited. Subject to the terms set forth herein in this Section 8, Elan agrees Customer shall not be liable for fraudulent charges incurred or arising by the use of Cards and/or Accounts in the One Card Program once notification has been made to Elan and in any event, Cardholder’s liability will not exceed fifty U.S. Dollars (\$50.00). Elan is not responsible for controlling the use of any Cards or Accounts, other than as specifically provided herein, nor is Elan, in any event, liable for any employee misuse of a Card and/or Account.
9. **FEES.** The fees (collectively “**Fees**”) listed below may apply to this Agreement. Failure of Elan to apply any fee or charge outlined in this Agreement at any time does not preclude Elan from ever applying such fee or charge.
 - 9.1. **NSF Fee.** Elan may charge a non-sufficient funds fee (“**NSF**”) of fifteen U.S. Dollars (\$15.00) for any returned payment on an Account.
 - 9.2. **Delinquency Fee.** If any Account is not paid in full within the Payment Term, Elan may charge a delinquency fee (“**Delinquency Fee**”) of (a) two and one half percent (2.5%) of the Past Due Amount not paid by the second Billing Cycle, and (b) two and one half percent (2.5%) of the

- Past Due Amount not paid by each subsequent Billing Cycle. The minimum Delinquency Fee on any Account is two U.S. Dollars (\$2.00).
- 9.3. Foreign Transaction Fee.** Elan currently charges a two and one half percent (2.5%) foreign transaction fee (“**Foreign Transaction Fee**”) for any transaction that takes place outside the United States that is not in U.S. Dollars. Elan reserves the right to raise the fee with sixty (60) days prior written notice to Customer.
- 9.4. Logo Embossing Fee.** Elan charges a logo embossing fee (“**Logo Embossing Fee**”) of three hundred U.S. Dollars (\$300.00) to set up hot-stamping of Customer’s and/or Participant’s logo on the Card plastic for each set-up. A six to eight week delay may occur with Card issuance and implementation. Customer and/or Participant shall be responsible for verification of logo design and shall indemnify and hold Elan harmless from any usage of such logo on any Card.
- 9.5. Statement Copy Fee.** Elan may charge a Statement Copy Fee (“**Statement Copy Fee**”) of five U.S. Dollars (\$5.00) for each statement copy.
- 9.6. Draft/Receipt Copy Fee.** Elan may charge a draft/receipt copy fee (“**Draft/Receipt Copy Fee**”) of five U.S. Dollars (\$5.00) for each draft or receipt copy.
- 9.7. Expedited Card Delivery Fee.** Elan may charge an expedited card delivery fee (“**Expedited Card Delivery Fee**”) of twenty dollars (\$20.00) for each expedited shipment of Cards.
- 9.8. Travel Accident Insurance Fee.** Common Carrier Travel Accident Insurance with a benefit amount of two hundred fifty thousand U.S. Dollars (\$250,000.00) is provided at no charge in connection with the One Card Program. Customer and/or Participant must notify Elan of the use of Central Billing Accounts for booking of travel to ensure appropriate insurance coverage is in place.
- 10. NO THIRD PARTY BENEFICIARIES/THIRD PARTY CLAIMS.** Services provided by Elan are for the sole and exclusive benefit of Customer, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement. Customer agrees to indemnify, defend and hold Elan harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from any service delivered to Customer pursuant to this Agreement.
- 11. CONFIDENTIALITY.** The One Card Program is a unique service involving proprietary information of Elan. Customer and Participant each agree that the One Card Program reports, manuals, documentation, systems, processes and related materials, whether or not in writing, are confidential and will be circulated only to employees and agents of Customer and Participant, and only to the extent necessary for Customer and Participant to participate in the One Card Program. Elan agrees that it will maintain all non-public data relative to Customer and Participant and all Account(s) as confidential information. Elan agrees to use the data regarding Customer and Participant only to provide services to Customer and Participant and will not release the information to any other party provided, however, that Elan must disclose Account, Cardholder, Participant, Customer and/or transaction information to the applicable Association governing this One Card Program, Merchants, Merchant processors, and legal, law enforcement or regulatory authorities and may disclose such information or data to third party service providers including those described in Section 19 of this Agreement. Elan may collect, maintain and, at its option, disseminate information and data concerning charge activity of Customer and/or Participant provided that such data does not contain any direct or indirect identification of Customer and/or Participant. Notwithstanding the foregoing, since Customer participates in the One Card Program through a third party, whose logo is shown on this Application and who participates in a referral or similar program with Elan, Customer consents to Elan sharing such information with the third party to carry out the requirements of the third party program, and Customer acknowledges that such shared information may contain direct or indirect identification of Customer. The parties agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any party or agent not essential to participation in the One Card Program or the third party program.
- 12. TERM, TERMINATION AND SUSPENSION.** This Agreement will remain in effect for five (5) years from the Effective Date (the “**Base Period**”) and will continue thereafter until terminated in accordance with this Section. After the completion of the Base Period either party may terminate this Agreement without cause, at any time, upon ninety (90) days prior written notice to the other party. Any such written notice of termination must state the effective date of termination. All Cards and Accounts shall be canceled as of the effective date of termination.
- 12.1. Termination for Cause by Either Party.** Either party may terminate this Agreement immediately at any time by written notice to the other party upon any of the following events: (a) dissolution or liquidation of the other party or the other party’s parent company; (b) insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for benefit of creditors of the other party or parent thereof, or the entering by the other party into any other similar proceeding or arrangement for the general benefit of its creditors; (c) any failure to perform a material obligation of this Agreement; (d) if any material statement, representation or warranty of a party, its affiliates or parent at any time furnished to the other party is untrue in any material respect when made; or (e) a material breach of any other agreement entered into by the parties.
- 12.2. Termination for Cause by Customer.** Customer may terminate this Agreement at any time by providing ten (10) days prior written notice to Elan upon any of the following events: (a) Elan’s reduction of Customer’s PCL or ACLs, as defined in Section 16, has materially and adversely affected Customer’s utilization of the One Card Program; or (b) Elan’s failure to reasonably perform in accordance with a material term of any written proposal or presentation provided to Customer by Elan in contemplation of this Agreement, provided that Customer has worked with Elan to develop a sixty (60) day action plan to ensure Elan’s performance materially complies with any aforementioned proposal or presentation, and Elan has failed to successfully complete all deliverables agreed to in the action plan.
- 12.3. Termination for Cause by Elan.** Elan may terminate this Agreement at any time by providing ten (10) days prior written notice to Customer upon any of the following events: (a) Customer merger, sale or transfer of all or substantially all of its assets, causing a material change to Customer’s business or financial condition; (b) a material adverse change in the business prospects or financial condition of Customer; or (c) the overall relationship is unprofitable for Elan, provided that Elan has worked with Customer to develop a sixty (60) day action plan to return the relationship to profitability, and Customer has failed to successfully complete all deliverables agreed to in the action plan.
- 12.4. Effect of Termination.** Upon termination of this Agreement for any reason, Customer and any Participants shall destroy all Cards and return any and all of Elan’s confidential or proprietary information to Elan. Customer will remain liable for all Debt incurred or arising from the use of a Card or Account prior to the termination date. Upon cancellation of an Account or termination of this Agreement, Customer, Participant and/or Cardholder will cancel the billing of all recurring transactions to an Account (“**Trailing Transactions**”). Notwithstanding any term to the contrary, Customer is solely liable to Elan for all Trailing Transactions. Elan may suspend any Card and/or Account at any time for any reason. Rights, obligations and liability that arise prior to the suspension or termination of this Agreement, shall survive the suspension or termination of this Agreement.
- 13. LIMITATION OF LIABILITY.** IN NO EVENT SHALL CUSTOMER, PARTICIPANT(S), ELAN OR ANY AFFILIATE OF ELAN BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY NATURE.
- 14. WARRANTIES.** Each party represents and warrants to the other party that (a) this Agreement is valid, binding and enforceable; (b) the execution of this Agreement and the performance of its obligations are within such party’s powers and have been authorized by all necessary action; and (c) the execution of this Agreement does not constitute a breach of any other agreement or duty arising in law or equity. Customer represents and warrants to Elan that (a) all information provided to Elan is true, complete and accurate; (b) it has and continues to comply with all applicable laws, rules, regulations and requirements of governmental authorities related to the use of the Cards and Accounts and participation in the One Card Program; (c) it possesses the financial capacity to perform all of its obligations under this Agreement at the Effective Date and upon each transaction or use of a

Card or Account during the term of this Agreement and (d) that this transaction is within the scope of the normal course of business and does not require further authorization for Customer to be bound by the Agreement. Any breach of this Section shall constitute a material breach of this Agreement and, upon written notice the non-breaching party may immediately terminate this Agreement. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ELAN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO CUSTOMER OR TO ANY OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR WITH RESPECT TO SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE TO CUSTOMER FOR ITS USE BY ELAN IN CONNECTION WITH THIS AGREEMENT.

15. **FINANCIAL INFORMATION.** Since this Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Customer shall provide information as requested by Elan to perform periodic credit reviews. Unless such information is publicly available or available through Elan's parent company or any of its subsidiaries, Customer shall either provide: (a) if Customer anticipates monthly charge volume of equal to or less than \$50,000.00, last year's annual financial statements, or (b) if Customer anticipates monthly charge volume of greater than \$50,000.00 but less than \$250,000.00, the last two (2) years of annual financial statements, or (c) if Customer anticipates monthly charge volume of greater than \$250,000.00, the last three (3) years of annual financial statements. If the initial set of financial statements is older than five (5) months when provided, Customer must also provide interim financial statements. Annually thereafter, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Customer, Customer must provide the previous year's financial statements. Elan prefers audited financial statements that have been prepared by Customer's independent certified public accountant. In the event Elan requires additional information to conduct its review of Customer, Customer agrees to provide to Elan such other information regarding the business, operations, affairs and financial condition of Customer as Elan may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.
16. **AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS.** Subject to credit approval by Elan, an Account Credit Limit (an "ACL") for each Account and an Aggregate Product Credit Limit (the "PCL") for all Accounts shall be established by Elan pursuant to this Agreement.
 - 16.1. **Revising the PCL.** Elan, at its sole discretion, shall have the right to revise the PCL. Elan shall provide notice to Customer of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such notice, Customer shall have ten (10) days to make a payment to Elan that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
 - 16.2. **Revising ACLs.** Elan, at its sole discretion, shall have the right to revise any ACL.
 - 16.2.1. **Customer Accounts.** Elan shall provide notice to Customer of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Customer shall have ten (10) days to make a payment to Elan on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.
 - 16.2.2. **Cardholder Accounts.** Elan, at its sole discretion, shall have the right to revise any ACL and/or limit spending activity on any Cardholder Account.
 - 16.2.3. **Fraudulent Activity.** Elan may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.
17. **CHANGE IN TERMS OF THE AGREEMENT.** Elan may change the terms of this Agreement at any time by giving Customer written notice. If permitted by applicable law, the changes will apply to existing Account balances as well as future transactions. If Customer refuses to accept the changes, Customer must notify Elan in writing within thirty (30) days from the date of the notice that Customer refuses to accept the changes and elects to terminate this Agreement. Should Customer elect to terminate this Agreement pursuant to this Section, all Debt outstanding shall become due and payable by Customer to Elan, according to the terms of the existing Agreement. Customer will also be responsible for ensuring the destruction of all Cards.
18. **MERCHANT CATEGORY CODES.** Elan will implement standard charge authorization procedures designed to prevent or restrict usage of Cards or Accounts for purchases based on Merchant Category Codes ("MCCs"). Customer or Participant may modify its respective standard MCC restrictions at any time upon written notice to Elan. MCC restrictions do not apply to Cash Advance transactions. Elan has no liability for transactions declined or approved contrary to the intent of Customer. MCC restriction capabilities are limited to the extent accurate MCC data regarding the transaction authorization request is received and the accurate designation of such MCC by the Association and Merchant. MCC designation is determined by the Association and the Merchant.
19. **SPECIAL PRODUCTS and OPTIONAL FEATURES.** Upon request by Customer or Participant and approval by Elan, Customer and Participant may utilize the Special Products and Optional Features provided in connection with this One Card Program. Elan or a third-party service provider may make such services available to Customer and Participant. Customer and Participant agree to the terms of such Special Products and Optional Features, including, but not limited to granting authority to disclose One Card Program and/or non-public data of Customer, Participant and Cardholder as described in Section 11 of this Agreement to such third-party service provider(s). Special Products and Optional Features available to Customer are described in Addendum A attached to this Agreement and incorporated herein by this reference.
20. **REGISTERED MARKS AND TRADEMARKS.** Neither party has any right, title or interest, proprietary or otherwise, in or to any name, logo, copyright, service mark or trademark owned or licensed by the other party.
21. **NOTICES.** Except for written notices between Elan and Customer or Participant relating to the status of individual Cards, all notices, requests and other communication will be directed to Customer at the address on the Application attached hereto, or to Elan at Corporate Payment Systems, Attn: Contract Services, 200 South Sixth Street, Minneapolis, MN 55402. Unless otherwise specified herein, all notices, requests and other communication provided for hereunder must be in writing, postage prepaid, hand delivered or by any electronic means approved by Elan. Either party may change its notification address by written notice to the other.
22. **GOVERNING LAW.** The validity, interpretation and performance of this Agreement will be controlled by and construed under applicable federal laws and the laws of the State of Minnesota, without giving effect to the conflict of law principles thereof.
23. **EMPLOYMENT OF AGENTS.** Elan may, in its sole discretion, employ affiliates or subsidiaries of Elan as its agents to perform part or all of its obligations under this Agreement at any time without the consent of Customer, provided, however, that such action shall not affect its obligations to Customer hereunder.
24. **PROGRAM ADMINISTRATOR.** Customer and/or Participant shall designate a representative to serve as the primary point of contact with Elan. Such representative shall be trained and have thorough knowledge of the One Card Program and shall be authorized to provide Elan with the information necessary to the One Card Program.

25. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that this Agreement may not be assigned by Customer without the prior written approval of Elan.
26. **CUSTOMER SERVICE.** Customer, Participant or Cardholder may contact the Elan customer service center twenty-four (24) hours a day, seven (7) days per week at 800-344-5696 for One Card Program customer service.

ADDENDUM A – Special Products/Optional Features

As part of the One Card Program, the Special Products and Optional Features listed in Section 2 of the Application (“**Special Products and Optional Features**”) may also be available to Customer or Participant, upon approval by Elan. The terms and conditions shown below apply to the Special Products and Optional Features and are incorporated into the Agreement.

Please check the appropriate checkbox in Section 2 of the Application, as necessary, if Customer will use Special Products and/or Optional Features below.

1. Special Products.

1.1. Central Billing Accounts. Central Billing Accounts are specialized Accounts used for consolidating transactions from one or more Accounts(s) for billing purposes, without the issuance of a plastic card. Central Billing Accounts include, but are not limited to, “**Central Billing Accounts**”, “**Central Travel Accounts**”, “**Central Purchase Accounts**”, or “**Central Travel System Accounts**”. All other terms related to Customer’s One Card apply to Central Billing Accounts unless otherwise stated herein.

2. Optional Features.

2.1. Cash Advance. “**Cash Advance**” means an amount of money advanced, in the form of cash or check, and charged to an Account. Elan provides access to Cash Advances through owned and participating bank Automated Teller Machines (“**ATMs**”) and Association member offices. Elan establishes predetermined Cash Advance limits for Cardholders, either as a group or individually. Elan reserves the right to suspend or terminate Cash Advance access for Cardholders, either as a group or individually, in the event Elan determines that continued access presents a risk of loss or liability to Elan or Customer.

2.2. Visa Intellilink Spend Management. “**Visa Intellilink**” means the expense management and reporting solution used to automate the expense management and reporting processes.

3. Optional Feature Fees.

The fees shown below may apply to the use of Optional Features. All fees shown are in U.S. Dollars.

Cash Advance Fees	
Transaction Fee	3% (Minimum \$2.00)

Visa Intellilink Fees	
Annual Fee, for each Card or Account	\$40.00