

**The (Private Label) Corporate Rewards Card
Cardholder Agreement
(Effective x/x/201x)**

Read this Agreement carefully and keep it for future reference.

The (Private Label) Corporate Rewards Card (this “Card”) is a prepaid card issued by U.S. Bank National Association (“U.S. Bank”) that is loaded with value and given to you as authorized and determined solely by the (Private Label) in connection with a rebate, loyalty, award or promotional program and may be used for certain merchant transactions, as such terms are defined below. Activating the Card means that you accept this Agreement and you are responsible for all transactions. In this Agreement the terms “we,” “us,” and “our” mean U.S. Bank and “you” or “your” mean anyone who has received the Card or is authorized to use it. Your funds are not FDIC insured. The laws of the state of Ohio govern interpretation of this Agreement without giving effect to conflict of law principles thereof whose application may cause the law of another state to apply. We may change the terms of, or add new terms to, this Agreement at any time, with or without cause, and without giving you notice, in accordance with applicable law. You may review the most recent terms and conditions by visiting the website printed on the back of your card.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING CLASS ACTION WAIVER). It is important that you read the entire Arbitration Provision section carefully.

THIS CARD IS SUBJECT TO AN EXPIRATION DATE AND MUST BE ACTIVATED PRIOR TO USE. See “*Expiration and Revocation*” and “*Using Your Card*” below for more information.

Using your Card

You must activate your Card prior to the “valid thru” date on the front of your Card by calling the phone number or visiting the web site printed on the back of the Card. The Card funds accessible to you after activation are provided by the (Private Label), not U.S. Bank. The (Private Label) is fully responsible for ensuring funds are available on your Card.

You may use your Card solely for (Private Label) transactions as defined below. You may not use your Card with any other merchant or to obtain cash. All transactions will be declined once the Card balance reaches zero. (Private Label) transactions mean purchases at any participating merchant channel in the U.S. enabled by the (Private Label) to accept your Card (e.g., online, in-store, etc.). There may be limitations to products or services you can use your Card to pay for, as determined by the (Private Label); U.S. Bank does not have authority over such limitations. Inquire with the (Private Label) about participating channels and product or service type limitations.

When making a transaction online (if applicable) the purchase amount, including all applicable taxes, must be less than the available balance on your Card, and you may not use your Card to pay only a portion of the total purchase amount.

When making a transaction in-store, if your card value is not enough to cover the full amount of your purchase, you may ask the cashier to split the transaction between the remaining card balance and another form of payment. You may have to tell the cashier the balance left on your Card.

You may not use your Card with any merchant other than the (Private Label). Additional value cannot be added to this Card. All transactions will be declined once the Card balance reaches zero.

Foreign Transactions

This Card can only be used within the United States. Transactions occurring in a foreign country will be declined.

Fees

The following types of fees may apply and will be deducted from the balance available on the Card, except where prohibited or modified by applicable law. See the Card fees below to understand the specific fees that apply to your Card.

Card Replacement Fee: A \$7.00 fee will be charged to your Card if it is replaced at any time before expiration.

Holds Upon Authorization

If the (Private Label) is a certain type of merchant - restaurant, car rental agency, hotel, salon, mail-order company, cruise line and pay-at-the-pump gas station, for example - transactions may authorize in an amount greater than your purchase. These held funds will not be available for other purchases. The authorized amount will be held until the transaction posts to your Card.

Balance and Account Information

You may obtain balance and account information online at the web site printed on the back of the Card and on the Card Carrier. You may also contact Cardholder Services by calling the phone number printed on the back of the Card (toll free in the U.S).

No Sale or Transfer

Sale or transfer of Cards is strictly prohibited.

Expiration, Revocation

The Card is valid through the expiration date shown on the front of the Card or until the value on the Card reaches zero, except where prohibited or modified by applicable law. The Card is no longer usable after the last day of the month of the "valid thru" date shown on the front of the Card unless you obtain a replacement Card. When the Card expires it will be closed and any unused balance will be handled according to escheat law. U.S. Bank may revoke the Card at any time without cause or notice. You must surrender a revoked Card and may not use it to make purchases. You may not sell your Card and U.S. Bank is not liable for the revocation of funds on Cards that have been sold or transferred by you.

Lost/Stolen Cards

Keep a record of your Card number in case of loss or theft. Inform Customer Service immediately at the phone number printed on the back of the Card, 24 hours a day, 7 days a week, if your Card has been lost, stolen, or subject to unauthorized use. You may be required to provide your name, the Card number, original value, and transaction history.

We are not liable for any transactions that occur on your Card until you report it lost or stolen. If there is a balance remaining on your lost or stolen Card, you may request a replacement Card. Unauthorized transactions on your card must be addressed directly with (PRIVATE LABEL).

Liability for Failure to Complete Transactions

U.S. Bank is not liable for any failed transaction if you do not have enough money on your Card to cover a transaction, the terminal or system is not working properly, circumstances beyond our control prevent the transaction, or the merchant authorizes an amount greater than the purchase amount.

Error Resolution Procedures

If there is a problem or dispute with a purchase of goods or services or a processing error with your card, you must address it directly with the (Private Label). Refunds and returns are subject to the (Private Label)'s policies or applicable laws.

Disclosure of Information to Third Parties

We will disclose information to third parties about your Card or the transfers you make: (i) where it is necessary for completing transfers, (ii) in order to verify the existence and condition of your Card for a third party, such as a credit bureau or merchant, (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission.

Arbitration Provision

A. You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or your Card (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. If arbitration is chosen by any party, the following will apply:

(1) NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.

(2) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

(3) The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.

(4) The arbitrator's decision will generally be final and binding, except for the limited right of appeal provided by the Federal Arbitration Act.

(5) Other rights that you would have if you went to court might also not be available in arbitration.

B. The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties, or if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800-352-5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1-800-778-7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance your filing and hearing fees for any Claim you may file against us. If you prevail on your Claim, we will pay your arbitration costs and fees, other than attorney, expert and witness fees and expenses. We will also pay any fees or expenses that applicable law requires us to pay. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

C. This Arbitration Provision shall survive termination of this Agreement and your Card. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.