

WSCA-NASPO Contract 00612

Participating Addendum Appendix A, Document 6 - Applicable Card Fees and Rebate Schedule

Fees Applicable to Purchase, Corporate and One Card		Charge
1.	Annual Card Fee	\$0.00
2.	Non-Sufficient Funds Fee, all Products, per occurrence	\$15.00
3.	Logo Embossing Fee; a two-week delay may occur with Card issuance and implementation	\$0.00
4.	Delinquency Fee, Purchasing or One Cards and Enhancements <ul style="list-style-type: none"> • Not Paid by Due Date on entire past due amount • Not Paid by each subsequent Billing Cycle on the entire past due amount • Minimum Late Fee 	1.0% 2.5% \$2.00
5.	Delinquency Fee, Corporate <ul style="list-style-type: none"> • Not Paid by Due Date on entire past due amount • Not Paid by each subsequent Billing Cycle on the entire past due amount • Minimum Late Fee 	0.0% 2.5% \$2.00
6.	Travel Accident Insurance Fee. Common Carrier Travel Accident Insurance for Corporate and/or One Cards is provided at no charge with a benefit amount of two hundred fifty thousand U.S. Dollars (\$250,000.00). Entity and/or Participant must notify U.S. Bank of the use of Central Billing Accounts for booking of travel to ensure appropriate insurance coverage is in place.	\$0.00
7.	Foreign Transaction Fee, all Products. Fee applies to transactions taking place outside the United States not in U.S. Dollars. U.S. Bank reserves the right to raise fee with sixty (60) days prior written notice to Entity.	2.5%

Fees Applicable to Fleet Card		Charge
The following fees will only be assessed for those customers with few than 200 Fleet Cards and monthly billings of less than \$17,000,000. The following fees are subject to change without prior notice.		
1.	Account Set Up – one time fee	\$0.00
2.	Fleet Card Fees – monthly fee dependent on number of cards <ul style="list-style-type: none"> • 7-25 cards • 26-100 cars • 101-200 cards 	\$0.00 \$0.00 \$0.00
3.	Invoice, including statement, payments, adjustments and taxes	\$0.00
4.	Driver Report	\$0.00
5.	Exception Report	\$0.00
6.	Service Station Activity Report	\$0.00
7.	Product Purchase Summary	\$0.00
8.	FleetCommander Online web access by user	\$0.00
9.	Card delivery charge when overnight delivery service used	\$20.00
10.	Expense Summary by Business Unit	\$0.00
11.	Logo Embossing Fee; a two-week delay may occur with Card issuance and implementation.	\$0.00
12.	Foreign Currency Fee. a foreign currency conversion fee ("Foreign Currency Conversion Fee") for transactions made outside the United States; the Statement will reflect the conversion into U.S. Dollars on transactions that occurred in a different currency and an applicable exchange rate for such conversions.	2.0%
13.	Finance Charges. Assessed on balances not paid by due date on statement at a periodic rate in accord with Entity's state rate as set forth herein and based on the Average Daily Balance (" ADB "). To calculate, U.S. Bank will take the beginning balance on Entity's account each day, add debits and any new purchases (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the " Daily Balance. " U.S. Bank will then add all the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result will be the " Average Daily Balance. "	Periodic Rate APR

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Incentive Share	Rebates Applicable to Corporate Liability Purchase, Corporate, and One Cards (individual liability Corporate Cards are not included in Incentive Share Components 1, 2, and 3)	Rebate BPS	Paid								
1	Each Participating Entity will receive a basis point (percentage) of their quarterly sales volume. The Formula to determine quarterly volume incentive share: <u>Quarterly sales volume per entity - qualifying large ticket volume X basis points (percentage) = Participating Entity Quarterly Volume Incentive</u>	130	Quarterly								
2	A Prompt Payment Incentive will be offered to each Entity. The Prompt Payment Incentive calculation is designed to provide an incentive to each Entity, when Client Held Days is less than forty-five (45) days. Client held days cannot be less than zero (0) The Prompt Payment Incentive is based solely on the Client Held Days Payment Performance for each Entity for each Agreement Quarter (3 calendar months). The Formula to determine Prompt Payment Incentive: <u>(45 - Client Held Days) / 45 x 0.0045 x Quarterly Sales Volume</u>	45 (1 bps per day)	Quarterly								
3	Large Ticket Incentive-Entity will receive an incentive for qualifying large ticket transactions. Qualifying large ticket transactions will be subject to the same speed of pay incentive. Contractor will provide a quarterly report identifying all qualifying large ticket transactions to each Entity. The formula for calculating Large Ticket Incentive is: <u>Qualifying Quarterly Large Ticket volume sales per Entity x basis points (percentage) = Entity Large Ticket Volume Incentive.</u>	75	Quarterly								
4	Annual Sales Volume Incentive- Each participating state will receive an additional WSCA-NASPO Annual Sales Volume Incentive based on a tier established from all WSCA-NASPO participating states annual volume and applied to each state's annual sales volume. The formula for calculating WSCA-NASPO Annual Sales Volume Incentive is: <u>Participating state annual sales volume (all products) X applicable basis points (percentage) corresponding to the Tier established for the Annual Overall WSCA-NASPO Sales Volume (all product) = WSCA/NASPO Participating State Annual Sales Volume Incentive.</u> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>\$500,000,000 - \$2,000,000,000</td> <td>45</td> </tr> <tr> <td>\$2,000,000,001 - \$3,000,000,000</td> <td>45</td> </tr> <tr> <td>\$3,000,000,001 - \$4,000,000,000</td> <td>45</td> </tr> <tr> <td>\$4,000,000,001 - \$5,000,000,000</td> <td>45</td> </tr> </table> <p>Note: Notwithstanding the foregoing, if a political subdivision in a non-participating state is allowed to join the contract, the Annual Aggregate State rebate component will be negotiated between the Bank, WSCA/NASPO and that political subdivision so long as the net bps available for this component are not diminished.</p>	\$500,000,000 - \$2,000,000,000	45	\$2,000,000,001 - \$3,000,000,000	45	\$3,000,000,001 - \$4,000,000,000	45	\$4,000,000,001 - \$5,000,000,000	45		Annually
\$500,000,000 - \$2,000,000,000	45										
\$2,000,000,001 - \$3,000,000,000	45										
\$3,000,000,001 - \$4,000,000,000	45										
\$4,000,000,001 - \$5,000,000,000	45										

MINIMUM REQUIREMENTS

If Any Entity does not earn at least \$75.00 in Incentive Share for Category 1 Incentive Share Components 1 through 3 and Category 2 Incentive Share Components 1 through 2 will forfeit Incentive share for the preceding quarter.

Any Incentive Share payment made pursuant to the Contract will be net of accumulated Charge-offs resulting from participation in Contractor programs regardless of whether the underlying Contract between the parties is valid or has been terminated.

In the event that the Card Program or the Contract is terminated prior to the completion of the Base Period or prior to the completion of any Agreement Quarter after the completion of the Base Period by Entity without cause, or by Contractor with cause, and/or the sole provider provision of this Contract is violated, in addition to any other remedies available to Contractor, this Incentive Share opportunity shall immediately terminate and no Incentive Share shall be paid to Entity.

Any Charge-offs in excess of the net Incentive Share from one (1) Agreement Quarter will be subtracted from one (1) or more of the following Agreement Quarters. Upon termination of the Contract, if the net Incentive Share is a negative dollar amount due to Charge-offs, Contractor may request, and Entity agrees to reimburse, Contractor up to the dollar amount previously paid by Contractor to Entity within thirty (30) days of the termination of the Contract.

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Incentive Share	Rebates Applicable to Fleet Card	Rebate BPS	Paid
1	Participating Entity Volume-Entity will receive a basis point (percentage) of their quarterly sales volume. The Formula to determine quarterly volume incentive share: <u>$Quarterly\ sales\ volume\ per\ entity - qualifying\ large\ ticket\ volume \times basis\ points\ (percentage) = Entity\ Quarterly\ Volume\ Incentive$</u>	130	Quarterly
2	Participating Entity Prompt payment-A prompt payment incentive will be offered and is designed to provide an incentive to each entity when Client Held Days is less than 45 days. Client held days cannot be less than zero (0) The Prompt Payment Incentive is based solely on the Client Held Days Payment Performance for each Entity for each Agreement Quarter (3 calendar months).The Formula to determine Prompt Payment Incentive: $(45 - Client\ Held\ Days) / 45 \times 0.0045 \times Quarterly\ Sales\ Volume$	45 (1 bps per day)	Quarterly
3	All WSCA-NASPO States Annual Volume Incentive(per State) \$50,000,000 - \$100,000,000 \$100,000,001 - \$300,000,000 \$300,000,001 - \$500,000,000 \$500,000,001 - \$1,000,000,000 <i>Note: Notwithstanding the foregoing, if a political subdivision in a non-participating state is allowed to join the contract, the Annual Aggregate State rebate component will be negotiated between the Bank, WSCA/NASPO and that political subdivision so long as the net bps available for this component are not diminished.</i>	40 41 43 45	Quarterly

MINIMUM REQUIREMENTS

Any Entity does not earn at least \$75.00 in Incentive Share for Category 1 Incentive Share Components 1 through 3 and Category 2 Incentive Share Components 1 through 2 will forfeit Incentive share for the preceding quarter.

Any Incentive Share payment made pursuant to the Contract will be net of accumulated Charge-offs resulting from participation in Contractor programs regardless of whether the underlying Contract between the parties is valid or has been terminated.

In the event that the Card Program or the Contract is terminated prior to the completion of the Base Period or prior to the completion of any Agreement Quarter after the completion of the Base Period by Entity without cause, or by Contractor with cause, and/or the sole provider provision of this Contract is violated, in addition to any other remedies available to Contractor, this Incentive Share opportunity shall immediately terminate and no Incentive Share shall be paid to Entity.

Any Charge-offs in excess of the net Incentive Share from one (1) Agreement Quarter will be subtracted from one (1) or more of the following Agreement Quarters. Upon termination of the Contract, if the net Incentive Share is a negative dollar amount due to Charge-offs, Contractor may request, and Entity agrees to reimburse, Contractor up to the dollar amount previously paid by Contractor to Entity within thirty (30) days of the termination of the Contract.