

Attachment C - Commercial Card Classic
Application & Agreement | JPMORGAN CHASE BANK, N.A.

V 1.0_04_27_11

Client Name	State of Incorporation
Address Line 1	
Address Line 2	
City	
State	
Zip Code	
Phone	
Fax	
REBATES	
Please indicate where rebates associated with your Commercial Card rebate program should be deposited. Deposits will be made via Wire Transfer only.	
Account at:	<i>(Enter the name of your financial institution)</i>
ABA:	<i>(Enter ABA for your financial institution)</i>
Account Number:	<i>(Enter your account number)</i>
Account Name:	<i>(Enter the name of your account)</i>
Please enter the Financial Institution and Account Name exactly as it appears on your account.	
*Requests to modify the account information set forth above must be provided to J.P. Morgan in writing and sent to the following address: CCS.Rebate@jpmchase.com . A form will be provided to you upon receipt of your request to modify the account information. You will be instructed to complete the form and return it to J.P. Morgan at the address specified. Changes to the account information will be effective when J.P. Morgan has a reasonable opportunity to act upon such request.	
SIGNATURE	
This Application must be signed by an owner, officer or partner of the Client with the authority to bind the Client to the terms and conditions of the following Commercial Card Classic Agreement. I hereby certify that I am the duly authorized and acting officer, partner or owner of this Client with the authority to bind the Client to the obligations of the Commercial Card Classic Agreement. I have read and agree to the terms of the Commercial Card Classic Agreement.	
Signature of Authorized Officer	Date
Name	
Title	
CLIENT ATTESTATION	
The undersigned, a duly authorized officer or representative of Client, does hereby certify that Client has been duly authorized to enter into and perform the Commercial Card Classic Agreement and that the person signing above on behalf of Client, whose execution of this Commercial Card Classic Agreement was witnessed by the undersigned, is an owner, officer, partner, or other representative of Client possessing authority to execute this Commercial Card Classic Agreement.*	
Signature	Date
Name	
Title	
*Note: The person signing the attestation shall be someone different from the person signing above on behalf of you.	
ADDRESS FOR NOTICES	
Client	See above
Bank	JPMorgan Chase Bank, N.A.
	300 S. Riverside Plaza, 9 th FL
	IL1-0199
	Chicago, IL 60670
	Attn: Contracts Manager
For Internal Purposes Only	
Company ID	<i>(org number)</i>
Line Number	

Commercial Card Classic

Application & Agreement | JPMORGAN CHASE BANK, N.A.

V 1.0_12_09_08

This Commercial Card Classic Agreement is the agreement (the "Agreement") between us and you covering your JPMorgan Chase Bank, N.A. Commercial Card Classic program and the cards and accounts issued to you and your employees. This Agreement is effective as of the date of the first signature above. By signing this Agreement you agree to be bound by the terms and conditions referenced herein.

1. Definitions.

The words "you" or "your" means the Client. The words "Bank", "we", "our", and "us", means JPMorgan Chase Bank, N.A. The word "Card" means a MasterCard® account number assigned to you or your employee(s) and the related account and any card bearing such account number. The word "Program" means the commercial card system composed of Cards, Card-use controls and reports to facilitate purchases of and payments for, business goods and services, established in connection with this Agreement.

2. Conditions Precedent.

Prior to the commencement of the Program rendered by us pursuant to this Agreement, you will provide the information listed on the Application included with this Agreement and will certify to the accuracy of such information.

3. Our Obligations.

In connection with your participation in the Program, we will (i) issue Cards to your employees ("Cardholders") designated by a person authorized to bind the Client to these terms and conditions (an "Authorized Person"); (ii) implement the credit limits (the "Credit Limits") specified by an Authorized Person from time to time and accepted by us; and (iii) deliver Cards and billing statements only to a U.S. address. Notwithstanding anything contained in this Agreement to the contrary, we shall not be obligated to extend credit to you in violation of any limitation or prohibition imposed by applicable law or our policies and procedures.

4. Your Obligations. In connection with your participation in the Program:

- A. You will (i) specify Credit Limits for the Cardholders, (ii) notify us of any changes of Cardholders or in the Credit Limits applicable to Cardholders in a manner acceptable to us, (iii) notify each Cardholder that the Cards are to be used only for business purposes, and (iv) make commercially reasonable efforts to collect and destroy any Cards you no longer require in connection with this Program.
- B. You represent that the Cards to be issued under this Agreement are substitutes for an accepted credit card or will be issued in response only to a written request or application for such Card, by a prospective Cardholder, which you have obtained in accordance with the requirements of Section 226.12(a) of Regulation Z of the Federal Truth in Lending Act, Special credit card provisions which state: Issuance of credit cards, regardless of the purpose for which a credit card is to be used, including business, commercial, or agricultural use, no credit card shall be issued to any person except-- (1) In response to an oral or written request or application for the card; or (2) As a renewal of, or substitute for, an accepted credit card. The Truth in Lending Act TILA of 1968 is United States federal law designed to promote the informed use of consumer credit, by requiring disclosures about its terms and cost to standardize the manner in which costs associated with borrowing are calculated and disclosed.
- C. You agree to pay all of your obligations in connection with each Card issued in U.S. dollars. You shall make payment monthly or as otherwise agreed upon, for all transactions posted to a Client account as reflected on a periodic invoice during a cycle within twenty-five days of the cycle date unless otherwise agreed upon or if such day is a Saturday, Sunday or a bank holiday, the next business day or the previous business day as specified on the periodic invoice (the "Payment Date"). You authorize us to debit your designated demand deposit account (the "Account") in the amount of the payment due on the Payment Date, unless agency agrees to generate the transaction themselves prior to due date. You agree to deposit into, transfer to, or maintain on deposit in the Account immediately available and collected funds in an amount sufficient to fund those transactions and related fees which may be charged against the Account. If such Account does not contain immediately available and collected funds in an amount sufficient to fund such payment due, then the amounts outstanding shall bear interest, from the first day after the Payment Date to the date on which we receive such payment in full, at a per annum rate as allowed by applicable law. Such interest shall be calculated on the average daily outstanding balance for each day during such period and on the basis of a 360-day year.
- D. You will immediately notify us by telephone of any lost, stolen, misappropriated or improperly used Cards. You shall not be liable for charges made with a Card after you have notified us that the Card has been lost, stolen, misappropriated or improperly used. You shall not be liable for charges waived under the MasterCard Coverage Liability Protection Program or for fraudulent charges as defined in the Contract for Service No. 1206, Attachment C.

- E. You will notify us in writing or by phone of any questions, problems or disputes concerning your billing statement within sixty (60) days of the last day of the Billing Cycle during which such transaction is first charged to you. "Billing Cycle" shall mean the term cycle selected by the agency – e.g. 14 days or 30 days. We will use reasonable efforts to assist you in attempting to obtain reimbursement from the Merchant; provided, however, that you understand that if you are using Cards assigned to a department, rather than in a Cardholder's name, or card-less accounts, no charge backs will be granted for transactions where a Cardholder's name is not embossed on the Card or where there is no Card associated with such account. You will use reasonable efforts to assist us in attempting to obtain reimbursement from the Merchant. We shall not be liable for any transaction where notice of the disputed transaction is received from you or a Cardholder more than sixty (60) days after the last day of the Billing Cycle during which such transaction is first charged to you or a Cardholder. You or any Cardholder shall not make a claim against us or refuse to pay any amount because you or the Cardholder may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.
 - F. You will not exceed the Credit Limit; provided however, that if you exceed the Credit Limit, you shall pay all amounts exceeding the Credit Limits.
 - G. You agree to provide us with such financial statements and other related information at such frequencies and in such detail as we may reasonably request. If applicable, you will notify us within five business days of any change in your bond rating. We shall be entitled to receive, and to rely upon, financial statements provided by you to our affiliates, whether for purposes of this Agreement or for other purposes.
5. **Notices.** All notices required or permitted to be given under this Agreement shall be addressed as set forth above or as otherwise agreed in writing by the parties from time to time, and shall be effective upon receipt.
6. **Representations and Warranties.** You represent and warrant that this Agreement constitutes a legal, valid and binding obligation, enforceable against you, in accordance with its terms, and that execution and performance of this Agreement (i) does not breach any agreement with any third party, (ii) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (iii) is within your organizational powers, and (iv) has been authorized by all necessary organizational action.
7. **Fees.** You agree to pay the fees and charges incurred by you as specified by us, from time to time, on a periodic invoice. The fees initially applicable are specified in Exhibit A attached hereto. The schedule of fees reflects the cost for services agreed to for this Program.
8. **Termination.** This Agreement may be terminated by either party at any time for any reason. Furthermore, we may refuse to allow further transactions or revoke any or all of the Cards at any time and for any reason. In the event this Agreement is terminated for any reason, you shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. Sections 4.B, 4.C, 4.D, 4.E, 4.F, 6, 7, 8, 9, 10.B, 10.C, 10.D, 10.E, 10.F, 10.G, 10.I, and 10.J shall survive the termination of this Agreement. In the event collection is initiated by us, you shall be liable for payments of reasonable attorneys' fees, including but not limited to reasonable in-house counsel fees incurred by us.
9. **Limitation of Liability.** We will be liable only for direct damages if we fail to exercise ordinary care. We shall be deemed to have exercised ordinary care if our action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the banking industry. We shall not be liable for any special, indirect or consequential damages, even if we have been advised of the possibility of these damages.
10. **Miscellaneous.**
- A. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of you and us and our respective successors and assigns.
 - B. We shall not be held responsible for any act, failure, event or circumstance addressed herein if such act, failure, event or circumstance is caused by conditions beyond our reasonable control.
 - C. If any of the terms and conditions of this agreement conflict with Contract for Service No. 1206, Attachment C, the terms and conditions of Attachment C shall prevail.
 - D. Without limiting our rights under applicable law, you authorize us to apply or offset any sums standing to your credit with any office branch, subsidiary or affiliate of us to the payment when due of any amount owing by you under this Agreement.
 - E. The Cards are non-transferable, non-assignable and shall remain the property of JPMorgan Chase Bank, N.A.
 - F. This Agreement may be amended or waived only by notice to you in writing from us and only upon mutual consent.
 - G. To the extent that you would have or be able to claim sovereign immunity in any action, claim, suit, or proceeding brought by us, you irrevocably waive and agree not to claim such immunity.
 - H. International Transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it made in U.S. dollars. If an international transaction is made in a currency other than U.S. dollars, MasterCard will convert the transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate MasterCard uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the Account was used. We reserve the right to charge an international transaction fee, as specified in Exhibit A.

The international transaction Fee will be calculated on the U.S. dollar amount provided to us by MasterCard. The same process and charges may apply if any international transaction is reversed.

- I. *USA PATRIOT Act Disclosure.* We comply with Section 326 of the USA PATRIOT Act. This law mandates that we obtain, verify and record information that identifies each business or person that opens a new account. By signing this Agreement you agree to provide and consent to us obtaining, if necessary from third parties, Cardholder's name, residential address and date of birth to verify Cardholder's identity.
- J. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK and/or WISCONSIN BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

Exhibit A

Fees - US

The following are the fees associated with our US Purchasing and Single-Use Account programs in the United States:

PROGRAM FEES	
Annual card fee	\$0.00 if annual spend is \$500,000 or more \$35 if annual spend is less than \$500,000 (WAIVED)
Executive Cards - applicable to Travel and One Card programs only	
Executive Elite	\$325 annual fee
Executive	\$75 annual fee
Cash advance fee	2.0% (\$3.00 minimum)
Foreign Transaction Fee	1% surcharge (association pass-through)
Rush Card Request	\$25 per card if effected through Chase. If effected through the association, client shall pay any fees charged by the association. (WAIVED)
Return check (payment)	\$15 per return
Document retrieval	Non-dispute-related: \$5 per document
PAST-DUE FEES	
Late fee	<u>Central Bill:</u> None <u>Individual Bill:</u> \$15 plus Finance Charge
Finance charge	<u>Central Bill:</u> Prime + 2.0% is applied to the average daily balance which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date. <u>Individual Bill:</u> Prime + 6.4% is applied to the average daily balance which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.
CARD DESIGN	
Basic plastic	\$0.00
Client logo plastic	\$350 per side per proof (20-card minimum)
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
<i>smartdata</i> monthly maintenance fee	\$50 per program per month (WAIVED)
Custom reporting/mapper programming/post-loader	<i>smartdata</i> custom mapper: priced by MasterCard; pass-through charge
File transfer using FTP	Setup fee (one time)—\$300
Data file fees (T&E expense system feeds, SAP, SmartLink, etc.)	Monthly — \$50/month

Should PA request services not in this schedule, PA agrees to pay the fees associated with such service.