# ERIE COUNTY WATER AUTHORITY AUTHORIZATION FORM

For Approval/Execution of Documents (check which apply)

Project No.:  Project No.:  Project Description: Designation of an Authorized Person  For Banking and Credit Application. For JP  Morgan Chase Bank, N. A.
Item Description:
Action Requested:    Doard Authorization to Execute
Approvals Needed:  APPROVED AS TO CONTENT:  Department Head  Chanceless  Date:  Date:  Date:  Date:  Executive Engineer  APPROVED AS TO FORM:  Legal  APPROVED FOR BOARD RESOLUTION:  Secretary to the Authority  Date: 8/14/19  Remarks:
Remarks:  Resolution Date:  Item No:



## ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

August 14, 2019

To:

Terrence D. McCracken, Secretary to the Authority

From:

Susan L. Rinaldo, Cash Manager

Subject: Designation of an Authorized Person for a Banking and Credit Application for

JPMorgan Chase Bank, N.A.

A resolution is needed to have the Board designate an "authorized person" for a banking and credit card application with JPMorgan Chase Bank, N.A. Legal has recommended that Karen A. Prendergast as the CFO be designated as this authorized person. It should state that she is an Authorizing Officer of the Authority, with significant responsibility to control, manage or direct the Authority, and is specifically authorized to request a JPMorgan Chase Bank business credit card and to bind the Authority to the terms of the JPMorgan Chase Bank credit application and Business Card Agreement.

Please include this item as a resolution on the August 22, 2019 Board meeting.

# The Chase Corporate Flex Card<sup>SM</sup> Program

APPROVED

n Chase Bank, N.A.

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March	21,	2019	2:54	۲

Tech: LE

gment 019 mpalgn:

OnSite/Alt Media 02/20/2019 CR119

WR #: 360218 Chase Corp Flex

Partner:

Program ID:

RPC:

Creative Format ID: None

Component Spec ID:

Campaign Date: 02/20/2019

Foolnotes: FN\_Prc\_Cred\_AuthUsers\_BizCard\_CommerCard FN\_Prc\_Other\_MinPay\_CorpLia\_GS

By MEV - Daniel Astudillo (Read for Content) at 1:40 pm	• No Rewards	FZCR
	<ul><li>No Program Fee</li><li>Visa Business Card</li></ul>	APPROVED
	il.	By Rebekah Latshaw MKT at 2:21 pm, Mar 22, 2
BUSINESS INFORMATION		
TYPE OF BUSINESS:		
<ul> <li>Corporation</li> </ul>	O LLC	
O Non-Profit Corp	O Partnership	
Legal Name of Company		
Company Street Number	Company Street Name	
Address Line 2		
City	Stat	e Zip Code
Company Phone Number <sup>†</sup>	Years in Busine	Taxpayer Identification Number
Nature of Business For example, are you a retailer, wholesa	ler or manufacturer? What do yo	u sell, service or produce?
Company Website		
Estimated Monthly Spending \$ Please consider the number of employee cards monthly spending limits when estimating your	s you plan to request and associated business' monthly spending needs.	

NF243\_Hdr\_Capital JPMC\_Card

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3/21/19 2:54 PM

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## **AUTHORIZING OFFICER INFORMATION**

١	YOU MUST BE ONE OF THE F	OL	LOWING:	
	) President	0	Owner	O Director
	Vice President	0	Member/Manager	
	CFO/Treasurer	0	Partner	
	uthorized Officer, you will automatica of Authorizing Officer	lly re	eceive a card subject to the term	
SSN (For ver	rification purposes only) Da	te o	of Birth	Mobile Phone Number <sup>†</sup>
Business E-m	nail Address			
	rizing Officer seeks cash access, sired Cash Limit (max \$2,500)			

Authorized Officer Information

### **SIGNATURE**

This application must be signed by the Authorizing Officer of the Company with the authority to bind the Company to the terms and conditions of this application and the Business Card Agreement.

<sup>†</sup>When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

I certify that I am the Authorizing Officer of the Company, with significant responsibility to control, manage or direct the Company, and specifically authorized to request this business card account and to bind the Company to the terms of the Business Card Agreement. Company represents, warrants and agrees that: (1) Company exercised its independent business judgment in evaluating and choosing the Product selected above; (2) nothing of value was offered, paid or promised to any employee or other person acting on behalf of the Company as inducement to obtain the Product selected above; and (3) this is a business account which shall be used only for business purposes and not personal, family or household purposes. If Company selects a Product above that includes a rewards program, Company further represents, warrants and agrees Company is responsible for all (i) rewards program redemptions and will ensure that such rewards are: redeemed for the Company's business purposes only; used to benefit only the Company and not for the personal benefit of any individual; and used in compliance with all applicable laws, rules, regulations, ethics standards, and Company policies; and (ii) any and all tax withholding and reporting for all rewards redemptions. I certify to Bank that the governing body of the Company has adopted resolutions or other appropriate and binding measures authorizing Company to enter into this application and perform the Business Card Agreement and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and the Company's organizational or constituent documents; (b) have been entered into the minute books or company records of the Company; and (c) are now in full force and effect. Company shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above. Company acknowledges and agrees that certain servicing activities for the selected Product may be performed from locations outside of the United States. I have read and agree to all of the terms and conditions and disclosures included with this application for and on behalf of the Company; and, to the best of my knowledge, all information provided is complete and correct.

Signature of Auth	norizing Officer	Date
ATTESTATION The person signing		different from the Authorizing Officer signing this application.
You must be one of t President Vice President CFO/Treasurer Director	the following (check one):  Owner  Member/Manager  Partner	The undersigned, a duly authorized officer or representative of the Company does hereby certify that the Company has been duly authorized to apply for a account, and to enter into and perform the Business Card Agreement and the the person signing above on behalf of the Company, is the Authorizing Office of the Company with significant responsibility to control, manage or direct the Company and with the authority to execute this application and to bind the Company to the Business Card Agreement. Furthermore, if the Company select a Product above that includes a rewards program, the undersigned hereb consents on behalf of the Company to all rewards redemptions that may be made by the Authorizing Officer or their designee (if any).
Attesting Officer's	Signature:	Date:
Name:		Title:

Signature

## FOR BANK USE ONLY Card Salesperson Bank No. Standard ID Cost Center No. Commercial Banker Name Bank No. Cost Center No. Standard ID **Underwriter Name** Standard ID Sponsor, if any Client Central ID Approved Credit Line \$ UCN FACID0 Credit Facility ID **DUNS Number**

## Chase Business Capital Card Visa Business Card

## Effective 03/29/2019

PRICING INFORMATION

LGC48034

	INTEREST RATES AND INTEREST CHARGES
Purchase Annual Percentage Rate (APR)	15.49%. This APR will vary with the market based on the Prime Rate. <sup>a</sup>
Balance Transfer APR	15.49%. This APR will vary with the market based on the Prime Rate. <sup>a</sup>
Cash Advance APR	21.49%. This APR will vary with the market based on the Prime Rate. <sup>b</sup>
Grace Period	Your due date will be a minimum of 20 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date.
Minimum Interest Charge	None

FEES				
Annual Membership Fee	None			
Transaction Fees				
Balance Transfers	Either \$5 or 5% of the amount of each transfer, whichever is greater.			
Cash Advances	Either \$10 or 5% of the amount of each transaction, whichever is greater.			
Foreign Transactions	None			
Penalty Fees				
Late Payment	\$15 if the balance is less than \$100; \$29 if the balance is \$100 or more, but less than \$250; and \$39 if the balance is \$250 or more.			
Over-the-Credit-Limit	None			
Return Payment	\$39			
Return Check	None			

Note: This account may not be eligible for balance transfers.

How We Will Calculate Your Balance: We use the daily balance method (including new transactions).

Prime Rate: Variable APRs are based on the 5.50% Prime Rate as of 03/07/2019. The "Prime Rate" is defined in the Business Card Agreement. Notwithstanding anything to the contrary herein, the interest rate and fees shall not exceed the maximum rate or fees allowed by law, and any interest payment or fee payment that would for any reason be unlawful under applicable law shall be applied to principal.

- <sup>a</sup> We add 9.99% to the Prime Rate to determine the Purchase/Balance Transfer APR. Maximum APR 23.99%.
- <sup>b</sup>We add 15.99% to the Prime Rate to determine the Cash Advance APR. Maximum APR 23.99%.

Authorization: The words 'you', 'your' and 'yours' mean the company (acting through its authorizing officer) responsible for complying with this agreement and which company is liable on the account. When you respond to this credit card offer from JPMorgan Chase Bank, N.A., a national banking association with its main office in Columbus, Ohio ('Chase', 'we', or 'us'), you agree to the following:

- All of your obligations with respect to this credit card offer, and under the Business Card Agreement, are owing to JPMorgan Chase Bank, N.A. Our affiliates, including, without limitation, Chase Bank USA, N.A., may act as our servicing agent or representative in issuing cards for your account and in servicing and managing your account for us.
- 2. You will provide to us the information listed on the application included with these terms and conditions and will certify to the accuracy of such information.
- 3. You authorize Chase and our affiliates to obtain business credit reports and other financial information about the Company, including information provided by our affiliates. If an account is opened, you will receive a Business Card Agreement with the Company card(s). You agree to the terms of this agreement by: using the account or any card, authorizing their use, or making any payment on the account.
- 4.When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.
- 5.Rates, fees, and terms may change: We have the right to change the account terms (including the APRs) in accordance with your Business Card Agreement.
- C.You also certify that you have the authority to permit us to issue a credit card containing the Company name if completed on the form.
- 7.(a) Final approval by Chase of this application shall not be deemed to occur until and unless you receive a Notice of Final Approval of Credit Card Program, which contains the credit limit and other important information about the account and which encloses the business Card Agreement booklet, that together provide the full account terms, and (b) the Notice (as described in subpart (a) above) shall be deemed to constitute the first communication of the final approval of the extension of credit represented by the credit card program by Chase for purposes of 12 U.S.C. §85, regardless of any informal or other communication that may occur.

Company Liability: You understand that the Company is responsible for payment of all balances incurred on all cards and accounts issued pursuant to this application now or whenever such additional accounts may be established or cards issued in the future. You must notify us immediately to close the accounts and prevent further usage.

Before we approve the Company for a credit card, we will review information about the Company, including financial information, and the Company information you provide with your response to confirm that the Company meets the criteria for this offer. Based on this review, the Company may not receive a card. If approved for an account, your credit limit will be at least \$500.

If an account is approved, all cardmembers will have access to 100% of the approved credit limit. If you would like to set spending limits on any cardmembers, please contact our Cardmember Service Department after the account has been opened. By becoming a Visa Business Card cardmember, you agree that the card is being used only for business purposes and that the card is being issued to a public or private company including a sole proprietor or employees or contractors of an organization.

You must be at least 18 years old (19 in AL and NE) to sign as the Authorizing Officer.

We reserve the right to change the benefit features associated with the Company's cards at any time.

Ohlo Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

administers compilance with this law.

Replying to this offer: If you omit any information on the form, we may deny your request for an account. Chase cardmembers who currently have or have had a Chase credit card in any Rewards Program associated with this offer, may not be eligible for a second Chase credit card in the same Rewards Program. Chase cardmembers currently receiving promotional pricing, or Chase cardmembers with a history of only using their current or prior Chase card for promotional pricing. The Company must be headquartered within the 50 United States or the District of Columbia. All beneficial owners and employee cardmembers must have a residential address within the 50 United States or the District of Columbia. The information about the costs of the card described in this disclosure is accurate as of 03/07/2019. This information may have changed after that date. You should contact us for any change after the printing date by writing to Cardmember Service, P.O. Box 15043, Wilmington, DE 19850-5043.

Wilmington, DE 19850-5043.

USA PATRIOT Act: Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. We require the following information or documents as a condition to your opening an account: your name, residential address, date of birth, Social Security number, driver's license or other identifying documents. Our policies may also require additional information about you or any person associated with you or with the account during application to assure that we comply with "Know Your Customer requirements. We may decline your application if we are unable to obtain information in order to satisfy our "Know Your Customer" requirements. By opening an account with us, you confirm that neither you nor any beneficial owner of any account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

To contact Chase, please call (866) 895-5509.

Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the larger of the following: 1) \$10.00; or 2) 20% of the New Balance; or 3) the sum of 1% of the new balance, the periodic interest charges, and late fees we have billed you on the statement for which your minimum payment is calculated. As part of the minimum payment due, we also add any amount past due,



## The Chase Corporate Flex Card<sup>sM</sup> Program Program Request Supplement

OPTIONAL - Proxy & Authorized Users List

### IMPORTANT INFORMATION:

- Authorizing Officer (AO) is a Company officer certified with the authority to bind the Company to the terms of the Program and the Business Card Agreement governing the account. Only the Authorizing Officer may request changes to the Company's overall credit line.
  - He/she will receive a card with access to the full company credit line. There is no need to include this
    individual's name on the "Authorized Users" page of the application.
  - If no cash access is requested on the "Authorizing Officer Information" page of the application, the Authorizing
    Officer will not be given access to the program's overall cash line. Cash access is subject to the same limitations
    as noted below.
  - o If a rewards program is selected, rewards redemptions can only be made by the Authorizing Officer that completed the application or their designee (if any).
- Proxy is an individual who is authorized to act on behalf of the Authorizing Officer to service the account. Please
  review the "Account Access Roles at a Glance" chart which summarizes Proxy account access roles and how they differ
  from the Authorizing Officer's role.
  - o The designated Proxy does not have to be an Authorized User. If the Proxy will be an Authorized User, note their information in both the Proxy and "Authorized Users" sections of the application.
- Authorized Users are employees you have designated as authorized to use a card to incur expenses on behalf of the Company under your Chase Corporate Flex Card Program (Chase Corporate Flex Card with Ultimate Rewards or Chase Business Capital Card). This program can only accommodate up to 35 Authorized Users at this time.
  - Enter each employee's full name (First Name, Middle Initial, Last Name) up to 21 characters. The name entered is the name that will appear on the card, up through the 21st character.
  - o Department names will not be accepted as the Employee Name.
  - o If you require more than 35 cards, please review alternative product options with your Product Sales Specialist.
  - o Employee SSN is optional but facilitates card verification for servicing and may be required for some servicing functions such as online/mobile access. Employee SSN is not used in any personal credit bureau reporting.

### Spending Limit

- o The Authorizing Officer has the option of setting individual spending limits for each card issued on the account. Individual spending limits help to manage expenses by prohibiting each employee from exceeding their individual credit line during a statement cycle. This limit is refreshed with each statement cycle, not by calendar month, nor with mid-cycle payments.
- Spending limits do not have to be set for each Authorized User, but these prevent employees from accessing the company's full credit line. Spending limits cannot be set on the Authorizing Officer's card as their card always has access to the full credit line.
- Spending limits can be changed at any time in real time by the Authorizing Officer through chase.com or by the Authorizing Officer or Proxy by calling Commercial Card Servicing at (800) 275-0863.
- o This account does not offer the ability to restrict employee spending to specific merchant categories.

### Cash Limit

- The Authorizing Officer can set the maximum amount of cash Authorized Users and/or the Authorizing Officer themselves, can withdraw under the Chase Corporate Flex Card Program, up to \$2,500. This limit is refreshed at the end of each statement cycle, not by calendar month, nor with mid-cycle payments.
- For each Authorized User added during the application process, the Cash Limit will default to \$0 unless an amount is specified.
- Cash Limits can be changed at any time, subject to the above-referenced limit, in real time by the Authorizing
  Officer or the designated Proxy by calling Commercial Card Servicing at (800) 275-0863.
- Chase reserves the right to approve or change the cash limits at any time for the Authorizing Officer or any Authorized User.



# The Chase Corporate Flex Card<sup>SM</sup> Program Program Request Supplement OPTIONAL - Proxy & Additional Cardholder(s) List

### ACKNOWLEDGEMENT:

By submitting this request for commercial card issuance under the Chase Corporate Flex Card Program for the Authorized User(s) named herein, the undersigned, a duly authorized representative of the Company, does hereby (1) certify that, to the best of Company's knowledge, information and belief, the information in this request is accurate, (2) certify that the true identity(ies) of the Authorized User(s) listed below has/have been verified and that each Authorized User(s) is/are employee(s) or agent(s) of the Company and has/have been duly authorized to apply for and use the Card(s) to incur expenses on behalf of the Company, (3) certify that the Authorized User(s) named herein have consented to the provision of his/her/their information in this request, and (4) confirm that the Authorized User(s) has/have consented to the issuance of a Card(s) in their name(s). The Company shall maintain evidence of the Authorized User's consent to the provision of his/her/their information in this Request and the Authorized User's request for a Card and shall furnish such evidence upon request. If Chase determines the information provided in this request is fraudulent. Chase has the right to close the account.

AUTHORIZING OFFICER SIGNATURE	DATE
To designate a proxy, or add cards for employees and the proxy as a	
	s, please refer to important information on the
program, complete the fields below. For instructions and guidelines previous page.  Company Name	Company TIN

### **AUTHORIZED USERS^** SSN# First Name of Additional Cardmember MI Last Name **Monthly Spending Limit** Purchasing, T&E, Int'l? Cash Limit, if Accessible (max \$2,500) Yes No Home Street Address Zip Code State City SSN# First Name of Additional Cardmember Last Name MI Purchasing, T&E, Int'l? Cash Limit, if Accessible (max \$2,500) Monthly Spending Limit ( ) Yes ()No Home Street Address City State Zip Code First Name of Additional Cardmember SSN# MI Last Name Monthly Spending Limit Purchasing, T&E, Int'l? Cash Limit, if Accessible (max \$2,500) ○ No Yes Home Street Address City State Zip Code First Name of Additional Cardmember MI Last Name SSN# **Monthly Spending Limit** Purchasing, T&E, Int'l? Cash Limit, if Accessible (max \$2,500) Yes **Home Street Address** Zip Code City State

First Name of Additional Cardmember	MI Last Name		SSN #
Monthly Spending Limit	Purchasing, T&E, Int'l?  Yes No	,	Cash Limit, if Accessible (max \$2,500)
Home Street Address			
City		State	Zip Code
First Name of Additional Cardmember	MI Last Name		SSN #
Monthly Spending Limit	Purchasing, T&E, Int'l?  Yes No		Cash Limit, if Accessible (max \$2,500)
Home Street Address			
City		State	Zip Code
First Name of Additional Cardmember	MI Last Name		SSN #
Monthly Spending Limit	Purchasing, T&E, Int'l?  Yes No	,	Cash Limit, if Accessible (max \$2,500)
Home Street Address			,
City		State	Zip Code
First Name of Additional Cardmember	MI Last Name		SSN #
Monthly Spending Limit	Purchasing, T&E, Int'l?  Yes No	,	Cash Limit, if Accessible (max \$2,500)
Home Street Address			
City		State	Zip Code

First Name of Additional Cardmember	MI Last Name	SSN #
Monthly Spending Limit	Purchasing, T&E, Int'l?  Yes No	Cash Limit, if Accessible (max \$2,500)
Home Street Address		
City	State	Zip Code
First Name of Additional Cardmember	MI Last Name	SSN #
Monthly Spending Limit	Purchasing, T&E, Int'l?  Yes No	Cash Limit, if Accessible (max \$2,500)
Home Street Address		
City	State	Zip Code



## The Chase Corporate Flex Card™ Program

Program Request Supplement Proxy & Additional Cardholder(s) List

### **Account Access Roles at a Glance**

Use the chart below to understand the differing levels of account access available to the Authorizing Officer, Proxies and employee cardholders (Authorized Users).

All online Proxy access must be designated first by the Authorizing Officer within Access Manager, a tool to delegate specific access levels within Chase.com.

	Authorizing Officer		Proxy		Employee Cardholder	
	By Phone	Online	By Phone	Online	By Phone	Online
Set up main account online access	•	•				
Set up employee account online access	•	•			•	•
View/download main account activity	1	•		•2		Sept.
View/download employee account activity				•2		•
Add/remove employee	•	•	•			
Activate (all cards)	•		•			
Activate (individual cards)	•		•			
Set/change cash advance limits	•					
Set/change employee spending limits	•		•			
Correcting cardmember personal/ contact information	•		•		•	
Add or modify AutoPay account/settings1		•				
Make payments	•	•	•	•2		
Obtain rewards balance	•	•	•			
Redeem rewards		•	•3			
Dispute transactions	•		•		•	
Verify authorizations	•		•		•	
Report lost/stolen cards	•		•		•	
Request replacement cards			•			

CS7598

- 1 The Authorizing Officer and Proxy can request the AutoPay Program Authorization Form by phone. For AutoPay set up or modification, the Autopay Program Authorization Form must be completed and signed by the Authorizing Officer and submitted per the instructions and requirements outlined in the AutoPay Program Authorization Form.
- 2 In order for a Proxy to view/download employee card activity, or to make payments online, the Authorizing Officer must first grant the Proxy the appropriate access through Access Manager via chase.com. The checking account from which the payment is being sourced must be in the same online profile as the credit card.
- 3 By phone, a Proxy can only redeem for a statement credit or direct deposit to a checking account on file.



# The Chase Corporate Flex Card<sup>SM</sup> Program OPTIONAL - AutoPay Authorization Form & Instructions

Would you like to enroll in automatic payment for this account? ( ) Yes ( ) No AutoPay is a way to make sure your payments are made on time every month, automatically. To ensure your enrollment in AutoPay is set up properly, please follow these instructions: Provide the Authorizing Officer's name in the "Cardmember Name" field. Your Chase team will add the corresponding account number if, and when, your Chase Corporate Flex Card Program Request is approved. Choose your AutoPay setting – o "Minimum Payment Due" would pay 20% of your statement balance; and o "Statement Balance" would pay 100% of your last statement balance. Tell us which business or commercial checking account your payment should be deducted from. o Sweep accounts are ineligible for AutoPay Financial institutions often provide eligible commercial checking clients with fraud protection via Automated Clearing House (ACH) Debit Block products. If your payment checking account has this feature, provide your financial institution with Company Code 4760039224 to allow AutoPay to work. Otherwise AutoPay Only the Authorizing Officer for the Chase Corporate Flex Card Program can sign the authorization form. This individual should also be authorized to initiate electronic funds transfers from the designated business or commercial Keep a copy of this form for your records. We will notify you by mail when your enrollment is complete. Until then, please continue to make payments as you normally would. Additional Important Information to Note: AutoPay will be deducted from your designated business or commercial checking account and credited on your due date. If your due date falls on a Saturday, the automatic payment will occur on the Friday before. Any scheduled AutoPay transactions can be cancelled prior to the due date by calling the number on the back of your card. Cancellation must be made at least five (5) business days prior to the due date to allow for sufficient time to implement the cancellation. To change your AutoPay checking account, you will need to update your AutoPay information by completing this form with your business or commercial checking account your payment should be deducted from. Any other types of payments and credits applied to your account prior to your due date will reduce the amount of the AutoPay. o If you are making any additional payments through Chase.com or our servicing team, please use a Chase checking account with sufficient funds to ensure your company credit line is refreshed as quickly as possible. FOR PRODUCT SALES SPECIALIST / NCE USE ONLY: Legal Name of Company: Company TIN: Banker Name: Banker Phone Number:

(NCE)

Corporate Flex Auto Pay Auth

Card Account Number:

# The Chase Corporate Flex Card<sup>SM</sup> Program OPTIONAL - AutoPay Authorization Form & Instructions

### **AUTOPAY PROGRAM AUTHORIZATION FORM**

Please complete each of the 4 steps detailed below.

Car	rdmember N	lame:							
Acc	count Numb	er:		0.					
1.	This amoun	do you want your automatic monthly twill automatically be paid on the accorde automatic payment will occur on the	ount due d	ate. If your due date falls on a					
	MINIMUM PAYMENT DUE, as shown on the monthly statement. For any billing cycle in which your account is past due, Minimum Pay AutoPay will NOT bring your account current. When your account statement shows that your account is Past Due, you must make a payment outside of AutoPay for the total amount of the minimum payment due a displayed on that statement to bring your account current.								
	O FULL A	MOUNT DUE, as shown on the month	nly stateme	nt as New Balance.					
	than the Ne	information regarding both payment ew Balance or Minimum Payment Due, returned purchases, and other credits t between the Closing Date and the d	as applicat can reduce	ole. However, it may be less becau the AutoPay amount if they post	ıse				
	Statement	Balance example:	Minimun	n Payment Due example:					
	\$1,000.00	New Balance, due on 1/15/XX	\$100.00	Minimum Payment Due on 2/15/	'XX				
	- \$100.00	Extra Payment 1/1/XX		Extra Payment 2/1/XX					
		Merchant Credit 1/1/XX		AutoPay Amount 2/15/XX					
	\$800.00	AutoPay Amount 1/15/XX		The control of the co					
2.	deductions	e following information for the accou (account must be at a bank in the U	nited State	s).					
	Routing Tra	ansit Number (9 digits)							
	Checking A	Account Number							
3.	Please enro transfers fro month, via may vary e amount to	bur acceptance of the terms of this probabilities card account in the AutoPay Probabilities on the designated account and I authoratic electronic withdrawal. I also each month and that the monthly state be deducted. I may cancel AutoPay at by accessing the account online.	gram. I cor orize such t understan	firm that I am authorized to initia ransactions from that account eac Id that the amount of the payme be the only notice of the AutoF	h ents Pav				
	Signature:								
	Print Name	e:		Date:					
4.	Please reta	in one copy for your records.							

Corporate Flex Auto Pay Auth

# WELCOME TO CHASE •

YOUR BUSINESS CARD AGREEMENT



WELCOME TO YOUR ACCOUNT.

Review and save the following important information about your account. This document together with the Rates and Fees Table is an agreement between you and JPMorgan Chase Bank, N.A., a national banking association with its main office in Columbus, Ohio ("Chase," "we," or "us"). If you have any questions, please call us using the number on the back of your card. Chase has agreed to lend you money as described in this agreement, and you agree to pay us back together with interest charges and fees. Your activation, use of the account or any payment on the account indicates your acceptance of the terms of this agreement. If any fee in the Rates and Fees Table is marked none, the section of this agreement that relates to that fee does not apply.

**GETTING STARTED: YOUR ACCOUNT**Get acquainted with your account by reviewing the important terms below.

IMPORTANT TERM	WHAT IT MEANS TO YOU	OUR RESPONSIBILITY	
Credit Limit You are responsible for the total balance at all times, even if your balance exceeds your credit limit.		We will post your current credit limit on your monthly billing statement, and may cancel, change or restrict it or your credit availability at any time. We are not obligated to allow your account to go over its credit limit.	
Authorized Users	If any of your employees are allowed to use your account, they will be authorized users. You are responsible for any use of your account by an authorized user or anyone else that you permit to use your account. Authorized users will have access to the entire credit limit unless you establish individual spending limits for them. Authorized users cannot exceed their individual limits during any billing cycle, and any transaction(s) above such spending limit will be declined. You must notify us if you want them to stop using your account. You also are responsible for getting any cards, checks or other means of accessing your account from the authorized user.	If you request, we may issue cards that access your account to your authorized users as designated by you. After the end of each billing cycle, we will restore access to each individual spending limit subject to the available credit on your credit limit. If you wish to terminate an authorized user, we may close your account and open a new account with a different account number.	
Annual Membership Fee	If your account has an annual fee, you are responsible for it every year your account is open or until your account is closed and paid in full. Your monthly billing statement will tell you how to cancel your account and avoid future annual fees.	If your account has an annual fee, we will add your annual fee to your monthly billing statement once a year, whether or not you use your account. Your annual fee will be added to your purchase balance and may incur interest.	
Amendments	We may change the terms of this agreement including APRs and fees from time to time. We may also add new terms or delete terms. APRs or other terms may also change without amendment, for example when the Prime Rate changes. See the Variable Rate section for details.	Changes to this agreement will be made in accordance with applicable law.	

Guaranty

Based on your creditworthiness, you may need to provide financial support to us to initiate/maintain your account.

If we in our sole discretion deem such financial support necessary, we will notify you of the type and amount of the required financial support.

### IMPORTANT DEFINITIONS

TERM	WHAT IT MEANS	
Cash-like Transactions	The following transactions will be treated as cash advances: purchasing travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions; and making a payment using a third party service.	
Payment Due Date	Payments are due on the payment due date shown on your monthly statement. The monthly statement also explains when the payment must reach us in order to be considered received as of that date. Payments received after the required time will be credited on the next business day.	
Variable Rate	We calculate variable APRs by adding a margin to the "Prime Rate," which is the highest U.S. Prime Rate published in the Money Rates section of <i>The Wall Street Journal</i> two business days (not weekends or federal holidays) before the closing date shown on your billing statement. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If <i>The Wall Street Journal</i> stops publishing the Prime Rate, we will select a similar reference rate. Notwithstanding anything to the contrary in this agreement, the interest rate and fees shall not exceed the maximum rate or fees allowed by law, and any interest payment or fee payment that would for any reason be unlawful under applicable law shall be applied to principal.	
Default	Your account will be in default if:  1) You do not pay at least the minimum payment when due; 2) You exceed your credit limit; 3) You fail to comply with this or other agreements with us or any of our affiliates; 4) We believe you may be unwilling or unable to pay your debts on time; 5) We obtain information related to any material adverse change in the business, operations or financial condition of the company; 6) You file a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution, or insolvency proceeding, or are the subject of an involuntary petition in any such proceeding; 7) You sell the company, go out of business or cease to do business; or 8) You become incapacitated or die. If your account is in default, we may close it without notice and require you to pay your unpaid balance immediately. We can also begin collection activities. To the extent not prohibited by applicable law, if you are in default, you agree to pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this agreement.	

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Vour account is a business account and should only be used for business transactions and not for personal, family or household purposes. Business purpose credit is governed by different laws and regulations than those governing consumer purpose credit, and the rules that apply to this account are different from the rules that apply to any consumer accounts you may have with us. For example, the consumer protections of the Credit Card Accountability Responsibility and Disclosure Act of 2009 do not apply to this account. You agree that all purchases and other transactions on your account will be treated as business transactions made solely for business purposes. Except as required by law, we are not responsible for any merchandise or services purchased or leased using your account.

TRANSACTIONS	WHAT IT MEANS TO YOU	OUR RESPONSIBILITY
Purchases	You may use your account to buy goods and services.	We provide to you an interest-free period in which to pay for purchases under certain conditions. See Interest Charges below.
Balance Transfers	If eligible for a balance transfer, you can transfer balances to your account by using balance transfer checks, visiting our website or calling us.	We permit balance transfers from most non-Chase business accounts. We do not permit balance transfers from other accounts or loans with us or any of our affiliates.
	You may obtain cash from automatic teller machines, at banks or by using cash advance checks. Unless we say otherwise, balance transfer checks or promotional checks made payable to cash or yourself will be treated as cash advances.	We treat certain other transactions as cash advances. See the Cash-like Transactions section under Important Definitions above.
Checks	For your protection, balance transfer and cash advance checks must be signed by the person whose name is printed on the checks.	We may provide balance transfer checks and cash advance checks for your use; we have the right not to pay a check for any reason.
	You may set up scheduled and repeat transactions to your account. If your account is closed or suspended, or your account number changes, you will need to contact any persons that you are paying by automatic transactions.	We are not responsible for scheduled and repeat transactions if your account is closed, suspended or the account number changes.
Promotions	You may receive special offers related to your account.	Any special offer is subject to this agreement, unless explained otherwise.

Foreign Transaction Fee and Exchange Rate There is a fee, unless "None" is stated in the Rates and Fees Table, for transactions that are made in a currency other than U.S. Dollars. Our fee is a percentage of the U.S. Dollar amount of the transaction. Please see the Rates and Fees Table for the amount of this fee, if any.

• If a transaction is in a foreign currency, Visa International or MasterCard International will convert the transaction into U.S. dollars using their own currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used by Visa or MasterCard may differ from the rate on the date of your transaction.

 In the case of returned or exchanged merchandise that was purchased in a foreign currency, the exchange rate is determined on the date of the return.

Authorization of Transactions / Closing Your Account We are not obligated to honor every transaction, and we may close or suspend your account at any time. Sometimes we close accounts based not on your actions or inactions, but on our business needs. We may decline transactions for any reason, including: operational matters, the account is in default, or suspected fraudulent or unlawful activity. We are not responsible for any losses associated with a declined transaction.

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PAYING US BACK

You will receive a billing statement, if one is required, each month. It will show your minimum required payment.

After you make a payment, it may take up to 15 days to restore available credit on your account.

IMPORTANT INFORMATION	WHAT IT MEANS TO YOU	OUR RESPONSIBILITY
Payment Instructions	You must follow the payment instructions on your billing statement. You can pay us by: check, money order, or electronic payment drawn on a U.S. bank or a foreign bank branch in the U.S. All payments must be in U.S. Dollars. You authorize us to collect any payment check either electronically or by draft. Funds may be taken from your account on the same day we receive your payment. Payments marked "paid in full" must be sent to the Conditional Payments address shown on your billing statement. See your billing statement for complete payment instructions.	As long as you make your payment in accordance with the instructions on your billing statement by the date and time payments are due, we will credit your payment as of the same day it is received. We may accept and process any payments marked as "paid in full" without losing our rights.
Minimum Payment	You agree to pay at least the minimum payment when due. You also agree to pay overlimit amounts when billed to your monthly statements or sooner if we ask. Minimum payments may include specific fixed payments that are part of special promotions. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.	We will calculate your minimum payment based on the method described below the Rates and Fees Table. The minimum payment will appear on your monthly statement and includes any past due amounts.
Interest-Free Period (also called Grace Period) on Purchases	<ul> <li>The interest-free period is the time when you are not charged interest on new purchases.</li> <li>Your account is in an interest-free period when you pay your New Balance as shown on your statement every month by the due date and time. During this period, you will not pay interest on purchases.</li> <li>Balance Transfers, Checks and Cash Advances do not have an interest-free period.</li> </ul>	<ul> <li>We do not charge interest on any part of the purchase balance that you pay while your account is in an interest-free period.</li> <li>We charge interest on purchases from the date the transactions appear on your account (until the balance is paid in full) when your account is not in an interest-free period.</li> <li>For more details about how we calculate your interest charges, see the Interest Charges section of this agreement.</li> </ul>

### You agree to waive all right to dispute, return, refund or reversal of any payment received by us unless, within forty-five (45) calendar days after the statement was mailed or made available to you, we receive a written dispute from you stating that the payment was not authorized by you, the dollar amount of the payment disputed and the date the disputed payment posted to your account. All forms of payment received by us for your account, whether by check, electronically or otherwise, will be deemed fully and legally authorized by you, regardless of whether you actually directed or authorized the payment. Disputing Written disputes must be sent to the Cardmember Service address shown on your Billing Statement. **Payments** Telephoning us will not preserve your rights. If you do not provide us the required written notice you are forever barred from bringing any claims of any kind against us relating to any unauthorized transactions or inaccuracies in debits, credits or computations or any other errors, discrepancies or irregularities in any monthly statement or relating to the non-receipt of a monthly statement. When you make a payment, generally, we first apply your minimum payment to the balance on your monthly statement with the lowest APR. Any payment above your minimum payment would generally then be applied to the balance on We apply payments to balances as they appear on your monthly statement before being applied to new transactions. An example of a new transaction is a recent **Payment Allocation** your monthly statement with the highest APR first. purchase you made that has not yet been included in the New Balance as shown . If you do not pay your balance in full each month, you may not be able to avoid interest charges on your statement. on new purchases. If you do not request a refund, we will apply any credit balance to new charges on your Account. If a credit balance remains on your account for 6 months and the amount is \$1 or more, we will automatically refund it to you. If your credit balance **Credit Balances** You may request a refund of any credit balance. is less than \$1, it will be removed from your account but we will send the credit balance to you if you ask us to do so.

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Additional Information

"HOW TO AVOID..."

Certain transactions and situations may cause your account to receive a fee or have another impact on your account. The information below explains how you can avoid these outcomes. Amounts of these fees are listed in the Rates and Fees Table. Special services you request may incur additional service fees; be sure to carefully review the details of any additional services to understand the terms.

"HOW TO AVOID"	WHAT TO DO	WHAT IT MEANS
Late Fee	Ensure Chase receives at least the minimum payment shown on your billing statement when due.	If any payment is late, we may charge you a late fee. If the fee is based on a balance, we calculate the fee using the total balance at the end of the day the fee is charged.
Over-the-Credit- Limit Fee	Ensure your total balance stays below your credit limit.	We may charge such a fee when your account goes over limit. We may charge this fee even though your balance is over limit because of a transaction we allowed.
Return Check Fee	Do not stop payment on cash advance and balance transfer checks, and do not default.	We may charge a return check fee if we stop payment on a cash advance check or balance transfer check at your request, or we refuse to pay a cash advance check or balance transfer check for any reason, including because your account is in default.
Return Payment Fee	Do not submit a payment that could be returned unpaid.	We may charge this fee if the payment you offer to us is not honored, is returned unpaid, or cannot be processed.
Collections	Do not default.	If you are in default, we may take the actions described above in the Default section under Important Definitions above. We may also exercise any other rights or remedies that we may have contractually, by law, in equity or otherwise.

"WHAT HAPPENS IF...?"

Review this section for common situations or questions that might require action from you or Chase.

"WHAT HAPPENS IF?"	ACTION	WHAT IT MEANS
I think I found a mistake on my statement?	We will investigate	Write to us within 60 days after the suspected error appears on your billing statement. We will investigate and contact you with our findings.
I'm dissatisfied with a credit card purchase?	We will research the problem	First, attempt to resolve the problem with the merchant. Then write to us about the purchase. We will research the problem and contact you with our findings.
my card is lost or stolen?	Contact us immediately and stop using your account	If your card is lost or stolen, or you think someone used your account without permission, tell us immediately by calling the Cardmember Services number on your card or billing statement. We need your help to find out what happened and correct the problem.
my account is closed or suspended?	You remain responsible for your balance	Even if your account is closed or suspended, you must still repay all amounts you owe under the account.
I want to transfer a balance or make a cash advance?	Balance transfer or cash advance transaction fees apply	You will incur a transaction fee for these transactions. See the Rates and Fees Table for the amount of this fee.

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ABOUT OUR RELATIONSHIP

Maintaining a positive relationship with you is very important to us. Please review these terms to understand more about your account.

IMPORTANT INFORMATION	WHAT IT MEANS		
Legal Responsibility	The words "you", "your" and "yours" mean the company (acting through its authorizing officer) responsible for complying with this agreement and which is liable on the account. You are legally obligated to pay for all purchases, cash advances, and all fees and charges incurred on the account, from the opening of the account. You are liable for all amounts incurred by any authorized user (whether billed or unbilled) prior to the time that (a) you have contacted us verbally (and confirm such verbal notification in writing within five (5) business days) advising us that such authorized user is no longer authorized to use the card or account, and (b) you obtain the card, if applicable, issued to such authorized user and return it to us.		
Security Agreement	As collateral security for the payment of any and all of your obligations owed to us, by using your account you grant us a security interest in, lien upon and right of setoff against all monies, deposits, balances, securities or other property or interest therein of yours or of the company, now or at any time hereafter held or received by or for or left in our possession or control or that of any of our related banks, whether for deposit, safekeeping, custody, transmission, collection, pledge or for any other different purpose, without demand or notice except as otherwise prohibited by law.		
Communications	We may send cards, statements and other communications to you at any mailing or email address in our records. If more than one person is responsible for this account, we can provide billing statements and communications to one of you. When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your account; collecting on your account; and providing you information about products and services.  You agree to provide us with sixty (60) days prior written notice of your intent to: (a) transfer or sell any substantial part (10% or more) of your total stock, assets and/or liquidate; or (b) change the basic nature of your business using the Cardmember Service address shown on your Billing Statement. Notify us immediately of any changes to your contact information.		
Telephone Monitoring	Your telephone calls with Chase and its affiliates may be monitored or recorded and we may use your voice for verification.		

You agree to furnish us with copies of your consolidated audited financial statements, including your annual income statement and balance sheet, prepared in accordance with GAAP. You shall provide such other current financial information as we may request from time to time. If applicable, you will notify us within five business days of any change in your bond rating. You are required to notify us in writing of any material change in your financial condition. Please send notices to the Cardmember Service address shown on your Billing Statement. You authorize us to furnish information concerning your performance under this agreement to third parties, including business bureaus, **Credit Information** credit reporting agencies and our affiliates. We may obtain and review your credit history from credit reporting agencies and others. We may also provide information about you and your account to credit reporting agencies and others. If you think we provided incorrect information, write to us and we will investigate. Chase and our affiliates may at any time share any information about you and your relationship with Chase and our affiliates, with and among Chase and our affiliates, and our and their representatives. We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any terms of this **Enforcement** agreement are found to be unenforceable, we may still enforce the other terms. **Governing Law** This agreement and your account will be governed by federal law, as well as the law of Ohio, and will apply no matter where you live or use this account. We may assign your account, balances you owe, or any of our rights and obligations under this agreement. The third party is then entitled to any of our rights that we assign Assignment to them. **NJ Residents** All provisions of this agreement are valid, enforceable and applicable in New Jersey.

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### INTEREST CHARGES

### Daily Interest Rates and Annual Percentage Rates may be found on the Rates and Fees Table.

Periodic Interest Charge Calculation—Daily balance method (Including new transactions): We calculate a daily balance for each type of transaction and use the daily balances to determine your interest charges.

We figure the "daily balance" for each transaction type as follows:

- We take the beginning balance for each day and add any interest charge from the prior day (known as compounding of interest) and any new transactions or other debits (including Annual Membership Fees, transaction fees, Penalty Fees, any other fees and unpaid interest charges).
- We subtract payments or credits, and treat any net credit balance as a zero balance.
- The result is the daily balance for each type of transaction.

We figure the interest charges on your account as follows:

- To get the daily interest rate for each type of transaction we divide the APR by 365. We may combine different transaction types that have the same daily interest rates.
- We multiply the daily interest rate by the daily balance for each transaction type for each day in the billing cycle.
- We add together the interest charges for each day in the billing cycle for each transaction type.

  If any interest charge is due, we will charge you at least the minimum interest charge shown on the Rates and Fees Table.

- We add transactions and fees to your daily balance no earlier than:

  For new purchases, balance transfers or cash advances the date of the transaction.

  - For new cash advance checks or balance transfer checks the date the payee deposits the check.

    Fees either on the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose.

The Balances Subject to Interest Rate for each type of transaction shown on your billing statement is the sum of the daily balances for that type of transaction divided by the number of days in the billing cycle. We may use mathematical formulas that produce equivalent results to calculate the Balance Subject to Interest Rate, interest charges and related amounts.

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