

15) Disclaimer of Liability - In no event shall we be liable to you for any consequential, special, indirect or punitive damages of any nature.

16) Assignment - We can assign your Account and any of our rights under this Agreement without your consent or notice to you.

17) Notices - All notices required to be given by us in connection with your Account shall be deemed to have been delivered on the earlier of the day on which the notice is actually received by the party to which addressed or three days after the notice has been deposited in the United States mail, postage prepaid.

18) Severability - If any provision in this Agreement is held to be inoperative, unenforceable or invalid, that provision shall be inoperative, unenforceable or invalid without affecting the remaining provisions.

19) Collection/Telephone Monitoring - You agree that if you do not pay your Account, Chase or our collection agent may call you regarding the collection of your Account. You understand that the calls could be automatically dialed and a recorded message may be played. You agree such calls will not be "unsolicited" calls for purposes of local, state or federal law. You agree that we may monitor telephone calls between you and us to ensure the quality of the customer service we provide. You will be liable for any collection fees in the event we employ collection actions to collect your Account. You also agree and authorize us that we may use whatever lawful garnishment and salary offset remedies that may be available to us.

20) GOVERNING LAW - THIS AGREEMENT AND YOUR ACCOUNT ARE SUBJECT TO THE GSA CONTRACT AND SHALL BE GOVERNED BY FEDERAL LAWS AND THE LAWS OF THE STATE OF NEW YORK.

PRIVACY ACT NOTICE:

In accordance with the Privacy Act (5 U.S.C. 552a), the following notice is provided: The information requested on the card application form is collected pursuant to Executive Order 9397 and chapter 57, title 5, United States Code, for the purposes of recording travel expenses incurred by the employee/member and to claim entitlements and allowances prescribed in applicable federal travel regulations. The purpose of the collection of this information is to provide Government agencies necessary information on the GSA Contract, which provides travelers with Cards for official travel and related expenses, attendant operational and control support, and management information reports for expense control. Routine uses which may be made of the collected information and other account information

in the system of records entitled "Travel Charge Card Program GSA/GOVT-3" are as follows: (1) transfers to appropriate Federal, State, local, or foreign agencies when relevant to civil, criminal, administrative, or regulatory investigations, (2) pursuant to a request of another Federal agency in connection with hiring, retention, issuing a security clearance, reporting an employee investigation, clarifying a job, letter or contract or issuing a license, grant, or other benefit, (3) to a Member of Congress or to a Congressional Staff Member in response to an inquiry of the Congressional Office made at the request of the individual about whom the record is maintained, (4) to officials of labor organizations when necessary to their duties of exclusive representation, (5) to a Federal agency for accumulating reporting data and monitoring the system, (6) GSA contract travel agents assigned to agencies for billing of travel expenses, (7) listing, reports, and records to GSA by the contractor to conduct audits of carrier charges to the Government, and (8) any other use specified by GSA in the system of records entitled "Travel Charge Card Program GSA/GOVT-3," as published in the Federal Register periodically by GSA. The information requested is not mandatory. Failure to provide the information will nullify the application, and a Card will not be issued to the employee/member.

F03-A379-6

JPMORGAN CHASE BANK, N.A. GSA SMARTPAY® 2 INDIVIDUALLY BILLED CARDHOLDER AGREEMENT

IMPORTANT: BEFORE YOU SIGN OR USE THE GOVERNMENT CARD, READ THE AGREEMENT THOROUGHLY. PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS.

The following is the agreement between us and you covering your JPMorgan Chase GSA SmartPay® 2 Charge Card (herein referred to as the "Card") and your card account with us. BY ACTIVATING, SIGNING OR USING THE CARD AND/OR ACCOUNT, YOU WILL BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUT THE CARD IN HALF AND RETURN THE PIECES TO US. UPON RECEIPT, WE WILL NOTIFY YOUR AGENCY/ORGANIZATION PROGRAM COORDINATOR (A/OPC).

1) Definitions - The words "you" or "your" mean the Agency/Organization employee whose name appears on the Card. The words, "we", "our" and "us" refer to JPMorgan Chase Bank, N.A. (Chase). The words "Agency/Organization" mean the United States federal agency, bureau, division, office or other organizational entity participating in the program that has requested/authorized us to open an account for you. The word "Program" means the Charge Card program established pursuant to the GSA Contract. The word "Card" means the Card issued to you by us under the Program. The word "Account" means the Account and the Account Number established by us in connection with the Card. The word "Association" means either MasterCard or Visa. The words "GSA Contract" refer to the General Services Administration contract no. GS-23F-T0002.

2) Promise to Pay - All amounts charged to the Account including purchases, cash advances and fees will be called "Charges." You promise to pay for all Charges made by you or anyone you allow to use the Account until paid in full. Official travel and travel-related expenses charged to the Card will be reimbursed by the Agency/Organization under the Agency's/Organization's expense reimbursement procedures applicable to you. You also agree to report your expenses promptly to the Agency/Organization in accordance with its expense reimbursement procedures. You are responsible for making payment to us. You are responsible for all Charges made with the Card even if you let someone else use the Card. You must retrieve the Card from that person to avoid further liability.

Last Saved: 6-17-2008 10:10 PM
by: Zensen, Marta (Card Services)
on Workstation: WWL121101

Job info

Segment:	Fulfillment
Campaign:	0608 Fulfillment
Cell:	N/A
WR #:	103464
Partner:	Commercial Card
RPC:	N/A
Creative Format ID:	N/A
Component Spec ID:	F0-S00890
Mail Date:	N/A

Document Size:

Width: 10.375"
Height: 7"
Fold Position: 3.375", 6.875"
Folded Size: 3.5" x 7"

Fonts & Images

Fonts:
Times New Roman PS (Bold, Roman), Helvetica (Bold)

Images:
None

Inks:
Black
FPO Tech Notes

Notes:

Project ID: 99999965

Job info

Segment:	Fulfillment
Campaign:	0608 Fulfillment
Cell:	N/A
WR #:	103464
Partner:	Commercial Card
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Fonts & Images

Fonts:
 Times New Roman PS (Bold, Roman), Helvetica (Bold)

Images:
 None

Inks:
 Black
 FPO Tech Notes

Notes:

Project ID: 99999965

3) Use of Card - You agree to use the Card only for official travel and travel-related expenses away from your official station/duty station in accordance with your Agency/Organization policy. You agree not to use the Card for personal, family or household purposes. Charging privileges on the Card are provided to you by us pursuant to the GSA Contract and the task order of your Agency/Organization. No other person is permitted to use the Card issued to you for Charges or for any other reason. Charging privileges will be withdrawn upon (i) request by GSA or Agency/Organization; (ii) termination of your employment with your Agency/Organization; (iii) termination or expiration of the GSA Contract; (iv) termination or the expiration of Agency/Organization task order; or (v) Cards being reported lost or stolen or suspicion of fraud.

4) Billing Statements - You will receive a billing statement periodically (normally monthly). Your payment is due at our offices on or before the Payment Due Date shown on your billing statement. Payment for all undisputed Charges is due upon receipt of your billing statement. For questions about your bill, billing disputes, or problems with goods or services purchased with the Card, you can call us using our toll-free domestic telephone number, 1 (888) 297-0781, or if calling internationally call collect 1 (847) 488-4441.

5) Payments - You must pay the undisputed portion of the new balance in full each month. Payments must be made in U.S. currency, in electronic form or with a money order payable in U.S. dollars, or with a draft or a check drawn on a bank in the U.S. and payable in U.S. dollars. If we decide to accept a payment made in some other form, payment will not be credited to your Account until your payment is converted into one of the forms just mentioned. We may accept late payments, partial payments or checks and money orders marked "payment in full" or with other restrictive endorsements without losing any rights under this Agreement or under the law.

6) Travelers Checks - Your Agency/Organization may approve your Account for travelers check purchases. This will enable you to make purchases of travelers checks using your Card from banks or other institutions that accept the Card for payment. If you are authorized by your Agency/Organization to purchase travelers checks with your card, procedures will be made available to you.

7) ATM - Your Agency/Organization may approve your Account for cash access privileges. This will enable you to obtain cash from automated teller machines ("ATMs") operated by a bank or other institutions. If you are approved for cash access privileges, you will receive a personal identification number ("PIN"). You agree to take all reasonable precautions to prevent any other person from learning your PIN or using your Card to make unauthorized transactions. You agree that if you voluntarily give the Card and your PIN to someone

else for any reason, you are authorizing all transactions made by that person.

8) Fees - Refer to the accompanying Schedule of Fees

9) Disclosure of Account Information - In addition to the routine uses under the Privacy Act, you authorize us to (i) conduct a credit history evaluation prior to issuing a card if requested by your agency in accordance with OMB Circular A-123, Appendix B; (ii) provide information about your Account to our service providers administering your Account under the GSA Contract; (iii) disclose all necessary Account information to an outside attorney, collection agency or credit bureau if we refer all or part of the Account for collection in accordance with the GSA Contract and your Agency/Organization's task order, and (iv) disclose all transaction and merchant data to the GSA, your Agency/Organization, and other entities in accordance with the GSA Contract and your Agency/Organization's task order. You understand that past due Accounts will be reported to your Agency/Organization. By using the card or account, you are providing your consent to the disclosure of Account information as provided in this Section 9.

10) Suspension - We can suspend your Account and prohibit further Charges if i) payment for any undisputed principal amount is not received within 61 calendar days from the closing date on the statement in which the unpaid charge first appeared, or within the Agency/Organization time frame specified in the task order, unless otherwise directed by the Agency/Organization, or ii) the Agency/Organization or GSA requests the suspension. Chase will reinstate your suspended Account upon full payment of the amount due unless otherwise directed by the Agency/Organization.

11) Cancellation - We can cancel your Account and prohibit further Charges if i) your employment with your Agency/Organization is terminated regardless of the reason; ii) the GSA Contract and/or Agency/Organization task order expires or is terminated; iii) your Agency/Organization or GSA requests it; iv) the Account has been used for other than authorized purposes and cancellation is approved by your Agency/Organization; v) your Account has been suspended two times during a 12 month period for non-payment of undisputed principal amounts and is past due again (for purpose of this section 11, subsection v), "past due" means payment is not received within 45 calendar days from the closing date on the statement of Account in which the Charge first appeared); and vi) the Account is 126 calendar days past due from the closing date on the statement of Account in which the unpaid Charge first appeared, or within the Agency/Organization time frame specified in the task order, unless otherwise directed by the Agency/Organization. We may reinstate a canceled Account upon full payment of the amount due and any late

fee assessed. You can cancel your Account at any time by writing to us at JPMorgan Chase, PO Box 2030 Mail Code IL1-6225 Elgin IL 60121-2030.

12) Lost, Stolen or Compromised Card or Account and Card Renewals - You agree to notify us immediately if the Card is lost or stolen or compromised or if you suspect it is being used without your permission. The toll-free domestic telephone number is 1 (888) 297-0782 and the international number for collect calls is 1 (847) 488-4442. If there is any unauthorized use of your Card or Account you agree to cooperate with us during our investigation, which will include your completion of a Dispute Form. Should you need a replacement card, please call the same telephone number listed in section 12 for Lost, Stolen or Compromised Cards. Any renewal Card will be provided to you prior to the expiration date of your current Card. Follow the instructions included with such renewal Card for activation of the renewal Card.

13) Change of Terms - We may, with the written consent of GSA and your Agency/Organization, change the terms of this Agreement upon 30-day written notice to you. Changes in any such notice may apply to new transactions and to your Account balance on the date the change becomes effective. If you do not agree to a change in terms of this agreement, you must notify us prior to the effective date of the change, cut the card in half, and return the pieces to us.

14) International Transactions and Association Fees. International transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. dollars. If an international transaction is made in a currency other than U.S. dollars, the Association will convert the transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Association 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. Chase reserves the right to pass through the Association's fee applied to international transactions. The Association's international transaction fee will be calculated on the U.S. dollar amount provided to Chase by the Association and will be up to 1% of the transaction amount. The same process and charges may apply if any international transaction is reversed.