

TERMS & CONDITIONS

LDC40626

JPMorgan Chase Bank, N.A. is making this offer to you on behalf of its Delaware affiliate, Chase Bank USA, N.A. Chase USA is the issuer of Chase Consumer and Business credit cards.

Authorization: When you ("you," "your" means the owner, officer, or partner of the company with the authority to bind the company to the terms & conditions of this offer and the Business Card Agreement, and who is agreeing to the terms on their own behalf and that of the company) respond to this credit card offer from Chase Bank USA, N.A., a subsidiary of JPMorgan Chase & Co. ("Chase," "we," or "us"), you agree to the following:

- 1. You authorize us to obtain credit access reports that we will use when considering your application for credit. You also authorize us to obtain credit bureau reports and any other information about you in connection with: 1) extensions of credit on your account; 2) the administration, review or collection of your account; and 3) offering you enhanced or additional products and services. If you ask, we will tell you the name and address of the credit bureau from which we obtained a report about you.
2. If an account is opened, you will receive a Business Card Agreement with your 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.
3. To service and manage any of your account(s), we, our representatives, JPMorgan Chase Bank, N.A. representatives, and/or affiliates, may contact you at any telephone number you provide or any number where we believe we may reach you. This may include calls or text messages to mobile, cellular, or similar devices, and calls or text messages using automatic telephone dialing systems and/or pre-recorded messages. You agree that if you provide us with an employee cell number, that employee has read and agreed to this provision.
4. You authorize us to allocate your payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply your payments and credits to balances with lower APRs (such as promotional APRs) before balances with higher APRs.
5. Rates, fees, and terms may change: We have the right to change the account terms (including the APRs) in accordance with our Business Card Agreement.
6. You also certify you have the authority to permit us to issue your credit card containing the Company name if completed on the form.

Individual and Company Liability: You understand that by responding to this offer you agree to be personally responsible, both individually and jointly with the Company, 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 in the future. You understand that if you leave the employment of the Company, you will continue to be responsible for the outstanding balances on the accounts. You must notify us immediately to close the accounts and prevent further usage.

Before we approve you for a credit card, we will review your credit report, the Company's financial information, and the information you provide with your responses to confirm that you meet the criteria for this offer. Based on this review, you may not receive a card. We may request additional information for a credit access line above \$25,000.

If an account is approved, all cardmembers will have access to 100% of the approved credit access line and any amount over the credit access line that we authorize. 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 MasterCard BusinessCard 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 to qualify (19 in AL and NE).

We reserve the right to change the benefit features associated with your card at any time.

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

Balance Transfer Option

- Balance transfers are contingent upon issuance of your account with us.
• Balance transfers are subject to the transaction fee shown in the enclosed "Pricing Information."
• We will evaluate your balance transfer requests in the order listed on your response. The total amount of your request(s) including fees and interest charges cannot exceed your available credit or \$15,000, whichever is lower. If your request(s) exceeds the amount that we approve, we may either decline the request or send less than the full amount requested to your designated payee. We may decline to process any balance transfer request that is from any other account or loan that we (Chase Bank USA, N.A., First USA Bank or Bank One) or any of our affiliates issued.
• Each transfer will reduce your available credit just like any other transaction. You will see a payment for the amount transferred on the statement from your other accounts. It may take up to three weeks to set up your new account with us and process the balance transfer(s), so you may still need to make payments to your other accounts to keep them current.
• You agree that all transferred balances consist of business-related expenses.

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 or have received a similar bonus offer, may not be eligible for a second Chase credit card in the same Rewards Program, or for any bonus offer. Chase cardmembers currently receiving promotional pricing, or Chase cardmembers with a history of only using their current or prior Chase card for promotional pricing offers, are not eligible for a second Chase credit card with promotional pricing. You must have a valid permanent home address, and the Company must be headquartered within the 50 United States or the District of Columbia. The information about the acts of the card described in this disclosure is accurate as of 02/05/2013. 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 15343, Wilmington, DE 19850-0343.

USA PATRIOT Act: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

You will receive 50,000 bonus points with this bonus offer. To qualify and receive your bonus, you must make purchases totaling \$5,000 or more during the first 3 months from account opening. Purchases do not include using your account for balance transfers or cash advances, or using any credits that access your account. After qualifying, please allow 6 to 8 weeks for bonus points to post to your account. To be eligible for this bonus offer, account must be open and not in default at the time of fulfillment. This one-time bonus offer is valid only for first-time cardmembers with new accounts. Previous and existing cardmember/accounts are not eligible for this bonus offer. You will earn 1 point for each \$1 of net purchases. You will earn an additional 4 points for each \$1 of net purchases made in any of the following categories: internet, cable, and phone services (excluding equipment purchases); office supply stores. You will earn an additional 1 point for each \$1 of net purchases in any of the following categories: gas stations; hotel accommodations - when purchased directly with the hotel. Merchants who accept Visa® MasterCard credit cards are assigned a merchant code based on the kinds of products and services they sell. Chase groups similar merchant codes into categories for purposes of making rewards offers to you. Chase makes every effort to include all relevant merchant codes in its listed categories. However, even though a merchant or its items that it sells may appear to fit within a listed category, the merchant may not have a merchant code that falls within that category. Therefore, purchases with that merchant will not qualify for the stated rewards offer on category purchases. You will also earn an additional 1 point for each \$1 of airfare and hotel accommodations net purchases when you book at chase.com/airfaremerch. You do not earn points on balance transfers, cash advances, cash-like charges such as travel checks, foreign currency, and money orders, any checks that are used to access your account, overdraft advances, interest, unauthorized or fraudulent charges, or fees of any kind, including fees for products that protect or insure the balances of your account. Maximum point accumulation on net purchases earning an additional 4 points on category purchases is 250,000 points Annually, which equates to \$50,000 in net purchases. ("Annually" means the year beginning with your enrollment date through the first statement after the anniversary of your enrollment date, and each twelve billing cycles thereafter.) There is no maximum number of points that can be earned on net purchases earning 1 base point, or five additional 1 point on chase.com/airfaremerch bookings. Bonus Promotional offers may have a maximum accumulation. A service fee of up to \$20 per item may be charged for the use of our toll-free number to book or change online itineraries. Redeemptions made online do not have a service fee. See Rewards Programs Rules and Regulations which will be mailed after your account is established.