Bank of America.

Return Copy to:

Bank of America
Government Card Services
P.O. Box 1637
Norfolk, VA 23501-1637
Fax: (757) 441-4993
Fax: (888) 784-1039 (toll free)

Individually Billed Card Account Setup/Application Form

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P.O. Box 1637
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Fax: (757) 441-4993
Fax: (888) 784-1039 (toll free)

TO BE COMPLETED BY EMPLOYEE

PLEASE TYPE OR PRINT ALL INFORMATION

First Name	Last Name	M I	Social Security No*				–			–				

Agency Name

Mother's Maiden Name (for security purposes)

e-mail address:

Office Telephone Number

Country and Area Codes: _____

Number: _____

Mailing Address Home ___ Business ___ (check one)

_____

_____

_____

_____

City State/Province

_____

Zip Code/Postal Code Country

By signing below, I (a) request that a Government Card be issued in my name, (b) agree to use the Card for official travel and official travel related expenses only, and to be bound by the terms and conditions of the attached Agreement governing my use of the Government Card, and (c) attest to the best of my knowledge, that the information I have provided herein is true and correct.

PLEASE RETAIN COPY FOR YOUR RECORDS.

Employee Signature _____ Date _____

* Social Security Number or other unique identifier.

NOTE: See attached Agreement between Agency/Organization Employee and Bank of America, N.A. (USA) for the terms and conditions of your Account.

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TO BE COMPLETED BY AGENCY PROGRAM COORDINATOR	PLEASE TYPE OR PRINT ALL INFORMATION

Employee First Name	Employee Last Name	M I	Social Security No*				–			–				

Accounting Code (max. 64 characters)																					
It is critical that you complete the Central Account Information to the right	Central Account Number					–					–					–					

Provide Account Hierarchy

HL1	HL2	HL3	HL4	HL5	HL6	HL7	HL8

FIPS Code or Cost Center	Contract City Pair Access: Yes ___ No ___ If yes, Mandatory ___ Non-mandatory ___
Authorized to Receive Travelers Checks Yes ___ No ___	Card Design Type: Standard ___ QuasiGeneric ___ Generic ___
Cash/ATM Access: Yes ___ No ___	Cash/ATM $ Limit _____ Daily ___ Weekly ___ Cycle ___

The following information will default to that of the central account number identified above unless completed otherwise.

Agency Name	Phone Area and Country Code No.
Agency Address _____ _____ _____	_____ City State/Province _____ Zip Code/Postal Code Country
ACCOUNT SPENDING LIMITS (if in accordance with Agency policy)	Apply limit: Daily ___ Weekly ___ Cycle ___ $ _____ Number of Transactions ___
Merchant Spending Limits — MCC Retail:	Apply limit: Daily ___ Weekly ___ Cycle ___ $ _____ Number of Transactions ___

By signing below, I hereby authorize, on behalf of the Agency/Organization indicated above, that a Government Card be issued to the employee named above. **PLEASE RETAIN COPY FOR YOUR RECORDS.**

Name of Agency Official _____ Title _____

Signature _____ Date _____

Bank of America.

Instructions for Individually Billed Card Account Setup/Application Form

Purpose	Complete this form to establish an individually billed travel card account under the GSA Smart Pay Program.

Instructions	**Cardholders:** Fill out "To be completed by Employee" section. **APCs**: Fill out "To be completed by the Agency Program Coordinator section. Please print or type all information. Mail or fax to: **Bank of America** **Attn: GCSU** **P. O. Box 1637** **Norfolk, VA 23501-1637** **Fax: (757) 441-4993** **Fax: (888) 784-1039 (toll free)**

Field Descriptions **For your assistance, listed below are field descriptions of elements on the form.**
First Name, Last Name, MI – Employee's first name, last name and middle initial.
Social Security Number – Employee's Social Security Number or other unique identifier.
Agency Name – Provide name of the Employee's agency name.
Mother's Maiden Name – self-explanatory. This field may be used by the Government Card Services Unit (GCSU) at Bank of America to verify that a caller is indeed the cardholder.
Mailing Address (include Street, City, State/Province, Zip Code/Postal Code, and Country) – Where the employee's travel card bills should be mailed. Check whether this address is a Home or Business address.
Email Address – **List cardholder's email address if available.**
Office Telephone Number – Employee's work telephone number, including Country and Area Codes.
Employee Signature – Employee signature.
Date - Date employee signs this form.

Bank of America.

(Section to be completed by the Agency Program Coordinator)
Accounting Code – If applicable, provide the Master Accounting Code of the applicable Central Account Number.
Central Account Number – Provide the 16-digit roll-up account number assigned to this account's Central Account.
HL1 – HL8 – Hierarchy Level – Provide name and/or hierarchy number under which the new account will be established.
FIPS Code or Cost Center – Federal Information Processing Standard Code, for the identification of Federal and Federally-Assisted Organizations. See Publication 95-1, or download from http://www.nist.gov/itl/csl/fips/fips95-1.txt.
Contract City Pair Access – Please contact your Bank of America Account Manager if you need assistance.
Authorized to Receive Travelers Checks - Yes or No– Check whether or not Travelers Checks will be available to this account holder.
Card Design Type (Standard, QuasiGeneric, or Generic) – Check card design.
Cash/ATM Access: Yes or No – Check whether or not ATM access is available to the cardholder.
Agency Name – Provide name of the applicant's Agency.
Phone Number - Area and Country Code — work telephone number of the APC to include area and country codes.
Agency Address (include City, State/Province, Zip Code/Postal Code, and Country) – physical address of the APC's agency.
Account Spending Limits – Apply Limit: Daily____ Weekly_____ Cycle_____ **$_____Number of Transactions_____** Enter total spending limitations at the account level, by dollars and/or number of transactions. These controls are designed to limit the spending of a cardholder on a daily, weekly, or per cycle basis. If no dollar amount is entered, the limit will default to that of the Agency.
Merchant Spending Limits **MCC Retail:** Apply Limit: Daily_____Weekly_____Cycle_____ **$_____Number of Transactions ____$_____** Enter MCC limits by dollars and/or number of transactions. Merchant level controls are designed to limit or restrict retail purchases made by a cardholder on a daily, weekly or per cycle basis. Additional limits to restrict purchases from specific merchant(s) or type(s) of merchant(s) can be imposed by contacting GCSU or making changes in EAGLS.
Name of Agency Official – Print name of the agency official authorized to approve application requests.
Title – Print title of the agency official.
Signature – Agency official's signature.
Date – Date of agency official's signature.

AGREEMENT BETWEEN AGENCY/ORGANIZATION EMPLOYEE AND BANK OF AMERICA, N.A. (USA)

IMPORTANT: BEFORE YOU SIGN THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, OR USE THE GOVERNMENT CARD, READ THIS AGREEMENT THOROUGHLY. PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS.

1. **DEFINITIONS.** In this Agreement, the word "Agreement" means this document as modified by any amendment issued pursuant to Section 13. The word "we" "Bank of America" or "us" refers to Bank of America, N.A. (USA), the issuer of the Card. The "GSA Contract" refers to the General Services Administration Contract No. GS-23F-98004. The word "Program" means the card program established pursuant to the GSA contract. "Agency/Organization" means the United States federal agency, bureau, division, office or other organizational entity participating in the program that has requested/authorized Bank of America to open an account for you. The words "cardholder", "you" or "your" means the Agency/Organization employee whose name appears on the Card. The word "Government Card", "Card" or "Cards" mean the card issued to you by us under the Program. "Account" means the account established by us in connection with the Government Card. "Cash Advance" is a cash advance obtained through use of the Account at any participating affiliated automated teller machine ("ATM") or any financial institution or other establishment authorized to process and grant you a cash advance.

2. **ACCEPTANCE OF THE AGREEMENT**. BY SIGNING THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, ACTIVATING, SIGNING OR USING THE CARD AND/OR THE ACCOUNT, YOU AGREE TO 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 BANK OF AMERICA.

3. PROMISE TO PAY; LIABILITY. 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, as the Cardholder, are responsible for making payment to Bank of America. You are responsible for all Charges made with the Card even if you let someone else use the Card or voluntarily relinquish physical possession of the Card. You must retrieve the Card from that person to avoid further liability.

4. **DISCLOSURE OF ACCOUNT INFORMATION**. In addition to routine uses under the Privacy Act, you authorize Bank of America to: (1) provide information about your Account to Bank of America's service providers administering your Account under the GSA Contract; (2) disclose all necessary Account information to outside attorneys representing Bank of America in connection with any legal or administrative proceeding involving your Account or Bank of America's actions under this Agreement; (3) provide all necessary Account information to Bank of America's auditors in the course of any audit; (4) disclose all necessary Account information to outside attorneys, collection agencies or credit bureaus if we refer all or part of the Account for collection 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 signing the Individually Billed Card Account Setup/Application Form, you are providing your written consent to the disclosure of Account information as provided in this Section 4.

5. **USE OF GOVERNMENT CARD.** You agree to use the Card only for official travel and official 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 by Bank of America 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.

6. **PAYMENT.** We will send statements of all Charges to you. All payments are due by the due date specified on your statement ("Due Date"). You should notify us immediately of any change in your billing address by calling the number indicated in Section 14. 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.

7. **SUSPENSION AND CANCELLATION**. Suspension or cancellation does not affect the terms of this Agreement, including without limitation your obligation to pay the balance of your Account, until your obligation to Bank of America under this Agreement has been satisfied.

A. **Suspension**: Bank of America may 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 timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program Coordinator, or (ii) the Agency/Organization or GSA requests the suspension. Bank of America will reinstate your suspended account upon full payment of the amount due unless otherwise directed by the Agency/Organization.

B. **Cancellation by Cardholder:** You may cancel the Card at any time by notifying Bank of America, cutting the Card in half and returning the parts to Bank of America.

C. **Cancellation by Bank of America**

(i). Automatic Cancellation: The Card and the Account will automatically be canceled upon (a) termination of your employment with the Agency/Organization regardless of the reason; (b) termination or expiration of the GSA Contract and/or Agency/Organization task order; (c) request of the Agency/Organization or GSA; or (d) request of Bank of America with the permission of the Agency/Organization. Upon cancellation, you agree to return the Card immediately, cut in half, to Bank of America.

(ii). Cancellation Due to Delinquency: Bank of America may cancel your Account if (a) the 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 7.C.(ii).(a), "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; (b) 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 timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program Coordinator, or (c) the Agency/Organization or GSA requests the cancellation. Bank of America may reinstate a canceled Account upon full payment of the amount due and any late fee assessed. Account statements may not (at the option of Bank of America) be sent after an Account has been canceled.

8. ATM USAGE. If your Agency/Organization is participating in the Bank of America ATM Program for Government Cardholders, you will separately receive a Personal Identification Number ("PIN"). You may then obtain Cash Advances at an ATM when authorized in accordance with Agency/Organization procedures.

9. **NO WAIVER OF BANK OF AMERICA'S RIGHTS**. All rights and remedies of Bank of America are cumulative and may be pursued singularly, successively or together, at the option of Bank of America. Except as expressly provided below in this Section 9, Bank of America's failure at any time to exercise any of its rights hereunder or any other rights shall not constitute a waiver nor otherwise bar the exercise of any of these options or rights at a later date. Bank of America waives its right to suspend the Account for a particular Charge if suspension procedures are not initiated within 180 calendar days of the closing date on the statement of Account in which the Charge first appeared. Bank of America waives its right to cancel the Account for a particular Charge if cancellation procedures are not initiated within 180 calendar days of the closing date on the statement of Account in which the Charge first appeared.

10. **TRAVELERS CHECKS**. If your Agency/Organization is participating in the Bank of America Travelers Check program for Government Cardholders, you may purchase travelers checks when authorized in accordance with Agency/Organization procedures and a Travelers Check Fee of 1.5% of the total amount of the checks purchased will apply. If your Agency/Organization has negotiated a lower Travelers Checks Fee, the lower amount will apply.

11. CHARGES. **You agree to pay the following Charges unless your Agency/Organization has negotiated a lower rate or fee, in which case, you will pay the lower amount.**

- Return Check Fee. $20.00 for any payment which is returned for any reason.
- Cash Advance Fee. 1.9% of the amount of each Cash Advance.
- Delinquency and Collection Charges. If Bank of America refers your Account to any attorney for collection, you will be responsible for attorney's fees, if any, not to exceed 25% of the Account balance plus all other costs of collection and court costs except where prohibited by law.
- Late Fee. If your Account has been canceled, $20.00 for any payment not received within 120 calendar days past the closing date on the statement of Account in which the Charge first appeared.

12. CONVERSION OF FOREIGN TRANSACTIONS. Charges made in a foreign currency will be converted into U.S. Dollars. The conversion rate used will be at least as favorable as an interbank rate or where required by law, an official rate. This rate shall be the one in existence at the time the transaction is processed.

13. CHANGE IN TERMS. Bank of America may, with the written consent of GSA and your Agency/Organization, change the terms of this Agreement upon 30-day written notice to you. You agree that the new terms provided in any such notice may apply both to your 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, then prior to the effective date of the change, you must notify us, cut the card in half and return the pieces to us.

14. LOST OR STOLEN CARD/REPLACEMENT. If your Card is lost or stolen, or if you think another person may use your Account without your permission, you must notify Bank of America immediately by calling the number listed below.

Telephone Numbers:

Within United States 1-800-472-1424

Collect Calls from out of United States (757) 441-4124

You may confirm your notification by writing to:

Bank of America
Security Department
P.O. Box 1350
Norfolk, VA 23501

If there is any unauthorized use of your Card or Account you agree to cooperate with Bank of America during its investigation, which will include your completion of a Cardholder Statement of Disputed Item. Should you need a replacement card, please call the same telephone number listed in this Section 14 for lost or stolen Cards.

15. LIMITATION OF DAMAGES. In no event shall Bank of America be liable to you for any consequential, special, indirect or punitive damages of any nature.

16. COLLECTION/TELEPHONE MONITORING. You agree that if you do not pay your Account, Bank of America or its 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.

17. CHANGES TO NAME, ADDRESS OR EMPLOYMENT. You understand that Bank of America will send Account Statements, replacement or renewal Cards, or other notices at the address shown in its records. You will promptly notify Bank of America of any change in your name, address or employment.

18. NONTRANSFERABLE. Each Card is nontransferable.

19. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

20. SUCCESSORS AND ASSIGNS. You agree that Bank of America may at any time assign or transfer to another person your Account, your Account balance, or this Agreement. The persons to whom Bank of America transfers or assigns your Account, your Account balance, or this Agreement will have all of Bank of

America's rights under this Agreement. You will not assign or transfer any of your rights or duties under this Agreement, and this Agreement is binding on your successors, heirs and legal representatives and upon anyone to whom you assign your assets or who succeeds to them.

21. GOVERNING LAW: This Agreement and your Account are subject to the GSA Contract and shall be governed by Arizona law and the laws of the United States. This Agreement is entered into in Arizona and all credit will be extended by Bank of America from Arizona.

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 travel card contract which provides travelers with charge 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 charge card will not be issued to the employee/member.