

## Individual Travel Corporate Card Form

USA Patriot Act - Important Information About Procedures for Opening a New Account

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 customer that opens an account. What this means to you: When you open an account, the Issuing Institution will ask your name, address, date of birth and other information that will allow them to identify you. You may also be asked to provide a copy of your driver's license or other identifying information.

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### TYPE OF CARD APPLIED FOR:

### INFORMATION EMBOSSED ON CARD:

Last Name: \_\_\_\_\_ (include suffix if applicable) Middle Initial: \_\_\_\_\_ First Name: \_\_\_\_\_

Issue Card with Commonwealth Logo: [ ] Yes [ ] No

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### CARDHOLDER INFORMATION: (Mail Statement to)

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_ (PO Box if applicable)

City: \_\_\_\_\_ State: PA Country: United States Zip: \_\_\_\_\_

Work Phone Number: ( ) - \_\_\_\_\_ Home Phone Number: ( ) - \_\_\_\_\_

### IDENTIFICATION INFORMATION:

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### TO BE COMPLETED BY AGENCY COORDINATOR:

Product: **Corporate Card "4596"** [X] Cardholder Category: \_\_\_\_\_

Hierarchy Position: Bank: \_\_\_\_\_ Agent \_\_\_\_\_ Company \_\_\_\_\_ Division \_\_\_\_\_ Department \_\_\_\_\_

Reporting Level: lvl1 X lvl2 NA lvl3 NA lvl4 NA lvl5 NA lvl6 NA lvl7 NA

Default Accounting Codes: n/a to corporate card

Credit Limit: \_\_\_\_\_ Single Purchase Limit N/A

Coordinators Name: \_\_\_\_\_ Email: \_\_\_\_\_

Coordinator Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Coordinator's Signature: \_\_\_\_\_ Date Card Requested in System: \_\_\_\_\_

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**CORPORATE TRAVEL CARD PROGRAM CARDHOLDER AGREEMENT**

1. **DEFINITIONS.** In this Agreement, the following definitions apply.
  - a. **Agreement** means this Corporate Travel Card Program Cardholder Agreement and any amendment or addendum to this Agreement.
  - b. **We, us, our or lender** means the lender or any person or entity to whom the rights of the lender have been assigned.
  - c. **You, your, yours or borrower** means the individual who has applied or accepted the lender's offer for this credit account and for whom this account has been approved.
  - d. **COPA** refers to Commonwealth of Pennsylvania.
  - e. **COPA Agency** means the agency where you are employed and approves your application as a qualified traveler for COPA business.
  - f. **Management Directive** refers to Management Directive 230.10 Amended – Commonwealth Travel Policy; COPAs written policy governing COPA employees.
  - g. **Manual** refers to Manual 230.1 Amended – Commonwealth Travel Procedures Manual; COPAs written policy governing COPA employees.
  - h. **Billing Cycle** means the interval between the dates on which monthly statements are prepared or would have been prepared if one were required under the paragraph of this Agreement called "Monthly Statements."
  - i. **Maximum Credit Limit** means the total principal amount of credit available to you from time to time set by either the Lender or COPA.
  - j. **Payment Due Date** refers to the date which will appear each month as the "Payment Due Date" on the billing statement.
  - k. **Termination** means that you will no longer be able to obtain loans or any extension of credit on this account. Termination affects the account permanently and will be created through voluntary/involuntary severance of COPA employment, change in job status where overnight travel is not warranted four (4) or more times a year, or your account remains unpaid for 90 days.
2. **GENERAL DESCRIPTION OF THE ACCOUNT.** This account is a revolving loan account, sometimes called a line of credit. You may obtain loans on this account in the ways described in the "Account Privileges" section of this Agreement, up to the maximum credit limit until this account is terminated. Loans will be added to the balance of this account, to be repaid by payments in full each month. As the balance is repaid, the credit will again be available to you, up to the maximum credit until this account is terminated.
3. **AGREE TO THE TERMS OF THIS ACCOUNT; BUSINESS PURPOSE USE ONLY.** Applying for or accepting the lender's offer for a line of credit account, using your card or your account or permitting someone else to use your card or account constitutes your agreement with us to be bound by this Agreement. You expressly agree that the card and the account will only be used for business purposes and business travel and entertainment expenses relating to the business of COPA. You expressly agree that the card and the account will be used in accordance with *Management Directive 230.10 – Commonwealth Travel Policy and Manual 230.1 Amended – Commonwealth Travel Procedures Manual*, and will not be used for personal, family or household purposes.
4. **ACCOUNT PRIVILEGES.** The lender has established this account for you with a Maximum Credit Limit in the amount set forth which will appear on your monthly billing statement. Your line of credit will be determined by the COPA Agency, based on employee job duties, and agreement of the lender. You may not use this account to make payment on this or any other account. You may continue to obtain loans by using your card until this account is terminated. You authorize the lender to charge this account for all the loans you make, even if such loans cause the balance to exceed the maximum credit, and for any other amounts which you agree in the Agreement to pay. If you lose the cards that were given to you to obtain loans from this account, or someone has obtained them without your permission, you must report it immediately to the lender. The lender is not obligated to authorize transactions that cause your balance to exceed your maximum credit. The lender is not obligated to authorize transactions by you, or received by the lender after this account is terminated, if your balance exceeds your maximum credit, or if your card has been reported lost or stolen.

5. **YOU AGREE.**

- a. To repay all amounts advanced hereunder as provided in this Agreement and in accordance to Management Directive 230.1 Amended – Commonwealth Travel Procedures Manual (Effective January 1, 2012).
- b. To pay at least the minimum monthly payment each month on or before the payment due date.
- c. Not to make loans from the account which will cause the outstanding balance on this account at any time to exceed the maximum credit limit which the COPA Agency and lender have now approved or at any time in the future will adjust.
- d. To immediately pay the amount of any loans in excess of the maximum credit limit.
- e. To pay to the lender costs of collection if any action to collect this account or take any action in a bankruptcy proceeding filed by or against you if permitted by applicable law to charge you those costs. This shall include reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.
- f. Not to give COPA or lender false information or signatures at any time or let anyone who is not a borrower use this account.
- g. To pay any late charges as provided in this Agreement.
- h. To honor any other promises that you make in this Agreement.

6. **SECURITY INTEREST.** No security interest is taken to secure this account.

7. **LATE CHARGE; FEES.** If your minimum monthly payment is not paid within sixty (60) days from the statement date, the lender will assess a Late Charge in the amount of \$15.00. If your minimum monthly payment is not paid within ninety (90) days from the statement date, the lender will assess a late charge in an amount equal to two percent (2%) of the outstanding balance on your account. The lender will also charge a foreign exchange fee for use of the card in a foreign currency transaction. Lender will convert the amount from the transaction currency into U.S. dollars, using a conversion exchange rate that is either a rate selected by the lender from a range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate the lender receives), or the government-mandated rate in effect for the applicable central processing date, plus in each instance, 1%. The lender will charge a fee of \$15.00, per occurrence, for Non-Sufficient Funds or any other type of returned payment. In the event that an expedited delivery is needed, there will be a fee of \$20.00, per occurrence, charged to the account. Requests for an additional copy of a billing statement will result in a \$5.00 charge to the account for each occurrence.

8. **MINIMUM MONTHLY PAYMENT.** The minimum monthly payment will be due each month on or before the Payment due date and is an amount equal to the entire outstanding balance on this account at the end of each billing cycle.

9. **PAYMENT APPLICATION.** The lender will use payments made by you first to pay late charges, if any, and then to pay the outstanding principal on the account.

10. **MONTHLY STATEMENTS.** The lender will send you a monthly statement for each billing cycle in which: (a) activity is posted to your account; (b) a finance charge is imposed to your account; or (c) there is a debit or credit balance of more than \$1.00 in your account. The statement will show advances made, the amount due, payments made and the balance which you owe. All payments must be made by a check, money order, or other instrument in U.S. dollars and must be received by the Lender at the remittance address disclosed on your monthly statements. Unless you notify us in writing or electronically of errors in the statement within 60 days from the date it is mailed, the statement shall be considered correct and accepted by you. The Lender need not mail you a statement if we deem this account uncollectible or if delinquency collection proceedings have been started by them. Please refer to Section 7, Late Charges, Fees, for information regarding requests of additional copies of a statement.

11. **DEFAULT.** You will be in default if any of the following happens:

- a. If you fail to pay any monthly payment when it is due.
- b. If you fail to pay the Lender the amount of any advances in excess of the maximum credit within 10 days after they mail a notice to you demanding the money.

- c. If you make an assignment for the benefit of creditors, if you are insolvent or if bankruptcy or receivership proceedings are filed by or against you.
  - d. If you do not notify the Lender within 10 days of any change in your employment.
  - e. If you have made any untrue statements or have provided us with false information or signatures at any time.
  - f. If you fail to keep any promise or perform any duty in this Agreement or any other loan or agreement with the Lender. If a default occurs, the Lender will have no further duty to make advances from this account and this account will be terminated. This will happen without prior notice to you. If the Lender so chooses to make advances after default, you agree that they may charge those loans to this account. In addition, if a default occurs, amounts which you owe under this Agreement shall be due and payable immediately. The other provisions of this Agreement will continue to apply to this account.
12. **TERMINATION OF THE ACCOUNT.** Either you, COPA or the Lender may terminate this Agreement at any time by mailing or delivering a written notice to the other parties. After termination, the Lender will not be required to make any new loans to you. Termination under this paragraph will not affect any card usages which comply with this Agreement or other loans made under this Agreement before the date on the termination notice. If the Account is terminated for non-payment, at no time will you be eligible to reapply for a Corporate Travel Card through any COPA program.
13. **OUR LIABILITY.** The lender has no responsibility for failure of any machine, merchant or other party to honor cards or any other means which they may permit from time to time to be used to obtain a loan from this account. The lender is not liable for any refusal to honor your card or for any retention of your card by them, any other bank, any merchant or any seller or lessor of goods or services.
14. **POSTDATED, STALE DATE, AND STOP PAYMENT OF CHECKS.** Procedures and laws applicable to postdated, stale dated and stop payment of checks in connection with transactions on regular checking accounts shall apply to checks under this Agreement. You agree not to issue postdated checks.
15. **AMENDMENT OF AGREEMENT.** The lender may amend this Agreement from time to time, in any respect by giving you written notice where required by law. An amendment may change something in this Agreement, add something new or take something out. Such amendments will apply to outstanding balances and new loans except as otherwise indicated in the written notice. Such amendments will not become effective until the contract between the lender and the COPA has also been amended.
16. **BINDING ON ESTATE.** If the lender extends credit to you by posting any advance to your account prior to receiving written notice of your death or incapacity, such transaction shall be a valid and binding obligation of your estate and upon your heirs and personal representatives.
17. **REMEDIES CUMULATIVE.** The lenders' remedies under this Agreement shall be cumulative and not alternative.
18. **DELAY IN ENFORCEMENT.** The lender can delay in enforcing any of their rights under this Agreement without losing them. Any waiver by them of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.
19. **ASSIGNMENT.** You may not assign or otherwise transfer your rights and privileges under this Agreement, or delegate your obligations to repay amounts you owe the lender. Any attempt to assign or delegate will be void and of no effect. The lender may assign any and all of their rights under this Agreement at any time without your consent. A person(s) to whom this Agreement is assigned shall be entitled to all of COPA and the lenders rights under this Agreement. None of you rights or obligations shall be affected by such assignment.
20. **REPLACEMENT OF PRIOR AGREEMENTS.** This Agreement replaces all earlier Agreements and governs all balances on this account, including balances carried over into this account from any prior account, just as if it had been in effect before the first advance from this account.

- 21. COMMUNICATIONS CONCERNING DISPUTED DEBTS.** All communication by you to COPA or the lender concerning disputed debts, including an instrument tendered as full satisfaction of the account, shall be shared in writing or electronically to all parties.
- 22. GOVERNING LAW AND CONSTRUCTION.** This Agreement has been accepted by the lender in Pennsylvania. Regardless of the state of our residence or the place to which you submitted an application, you agree that the provisions of this Agreement relating to interest, charges and fees shall be governed by and construed in accordance with federal law and, as made applicable by federal law, Pennsylvania law. Unless preempted by federal law, other substantive terms and provisions shall be governed by and construed in accordance with the laws of the COPA procedural matters relating to the enforcement of the obligations stated in this Agreement and matters relating to the granting, perfection and enforcement of the security interest securing this Agreement shall be governed by the laws of the state where enforcement, granting or perfection take place.
- 23. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 24. UNAUTHORIZED USE.** You may be liable for unauthorized use of your card. You will not be liable for unauthorized use that occurs after you notify the lender, either by calling their customer services line or electronically, of the loss, theft, or possible unauthorized use.

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EMPLOYEE SIGNATURE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
EMPLOYEE NAME PRINTED

\_\_\_\_\_  
WITNESS NAME PRINTED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE