†Details of Rate, Fee and Other Cost Information

Account terms are not guaranteed for any period of time. All terms, including fees and APRs for new transactions, may change in accordance with the Credit Card Agreement and applicable law based on information in your credit report, market conditions, business strategies, or for any reason. Please review all the materials in this package so that you are fully informed about the terms of this credit card offer.

Annual Percentage Rate (APR) for Purchases

0% Introductory APR for the first 12 Statement Closing Dates following the opening of your account.

After that, your APR will be **13.24%** to **23.24%**, based on your creditworthiness when you open your account. This APR will vary with the market based on the Prime Rate.

APR for Balance Transfers

0% Introductory APR for the first 12 Statement Closing Dates following the opening of your account for transactions made within 60 days of opening your account.

After that, your APR will be **13.24%** to **23.24%**, based on your creditworthiness when you open your account. This APR will vary with the market based on the Prime Rate.

APR for Cash Advances

16.24% to **25.24%**, based on your creditworthiness when you open your account, for Direct Deposit and Check Cash Advances, and

25.24% for Bank Cash Advances.

See footnotes

Footnote

1 and

Footnote

2 for explanation.

These APRs will vary with the market based on the Prime Rate.

Penalty APR

None

How to Avoid Paying Interest on Purchases

Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.

Minimum Interest Charge

If you are charged interest, the charge will be no less than \$1.50.

For Credit Card Tips from the Consumer Financial Protection Bureau

To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Annual Fee None Transaction Fees

Purchases

Purchases of wire transfers from a non-financial institution:

Either \$10 or 5% of the amount of each transaction, whichever is greater.

Balance Transfers

Either \$10 or 3% of the amount of each transaction, whichever is greater.

Cash Advances

Direct Deposit and Check Cash Advances:

Either \$10 or 3% of the amount of each transaction, whichever is greater.

ATM, Over-the-Counter, Same-Day Online and Cash Equivalent Cash Advances: Either **\$10** or **5%** of the amount of each transaction, whichever is greater.

Overdraft Protection Cash Advances (if enrolled):

\$12 for each transaction (not assessed if deposit account overdrawn by less than \$12).

Foreign Transactions

3% of the U.S. Dollar amount of each transaction made in a foreign currency or made in U.S. Dollars that is processed outside the United States.

This fee will be in addition to any other applicable fee.

Penalty Fees

Late Payment

Up to **\$37**

Returned Payment

Up to **\$27**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Payments are allocated to posted balances. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

1 Any Direct Deposits completed at the time your application is processed will be Balance Transfers.

2 Bank Cash Advances include ATM, Over-the-Counter, Same-Day Online, Overdraft Protection and Cash Equivalent (money orders, foreign currency, travelers checks, or to obtain cash, from a non-financial institution, or person-to-person money transfers, bets, lottery tickets purchased outside the United States, casino gaming chips and bail bonds) Cash Advances.

More Information about Penalty Fees

If your Total Minimum Payment Due is not received by your Payment Due Date, a Late Payment Fee of \$27 will be assessed; \$37 for subsequent occurrences that are within 6 billing cycles of a previous occurrence. However, the Late Payment Fee will not exceed the total minimum payment that was due. If your balance is \$100 or less on the Payment Due Date, we will not assess a Late Payment Fee. The Returned Payment Fee will not exceed the total minimum payment that was due.

CONDITIONS

By submitting this application, you: (1) acknowledge that you have reviewed the credit card Terms and Conditions; and (2) agree to submit your application for this credit card subject to those Terms and Conditions.

The words "you" and "your" apply to each person who submits the application. You have read the accompanying application, and you affirm that everything you have stated is true and complete. You are at least 18 years of age or you are at least 21 years of age if a permanent resident of Puerto Rico. You authorize Bank of America, N.A. (hereinafter "us" or "our") to obtain your credit report(s), employment history and any other information in order to approve or decline this application, service your account, and manage our relationship with you. You consent to our sharing of information about you and your account with the NEA Member Benefits Organization. You authorize us to share with others, to the extent permitted by law, such information and our credit experience with you. In addition, you may as a customer later indicate a preference to exempt your account from some of the information-sharing with other companies ("opt-out"). If you accept or use an account, you do so subject to the terms of this application, the "Details of Rate, Fee and Other Cost Information" and the Credit Card Agreement, as it may be amended; you also agree to pay and/or to be held jointly and severally

liable for all charges incurred under such terms. Any changes you make to the terms of this application will have no effect. You understand that the Annual Percentage Rate you receive will be determined based on your creditworthiness. You understand that only a portion of your Total Credit Line will be available for Bank Cash Advances. You also understand that if you have existing credit card accounts with Bank of America, we may utilize the available credit on the existing account(s) to approve your new credit card. You accept that on a periodic basis your account may be considered for automatic upgrade at our discretion. You consent to and authorize us, any of our affiliates, or our marketing associates to monitor and/or record any of your phone conversations with any of our representatives. You further consent to our use of automatic dialers, text, or prerecorded messages for servicing your account. If additional development is necessary based on the application information provided, we will make every attempt to contact you.

FEATURES

Cash Rewards Program Information. How You Earn Cash Rewards: Earn cash rewards when you use your card to make purchases, minus credits and adjustments ("Purchases"). The following transactions are not considered Purchases and will not earn cash rewards: Balance Transfers and Cash Advances (each as defined in your Credit Card Agreement), fees, interest charges, fraudulent transactions and certain other charges. 1% Base Cash Rewards: Earn 1% cash back (equal to \$0.01) for every \$1 of Purchases charged to the card each billing cycle. 2% Bonus Category: Earn a total of 2% cash back (equal to \$0.02, consisting of 1% bonus cash rewards and 1% base cash rewards) for every \$1 of Purchases made at eligible grocery store merchants and wholesale clubs, which include supermarkets, freezer/meat lockers, candy, nut or confection stores, dairy product stores, and bakeries. Excluded from this Bonus Category are superstores and smaller stores (like drugstores and convenience stores) that sell groceries and other products. 3% Bonus Category: Earn a total of 3% cash back (equal to \$0.03, consisting of 2% bonus cash rewards and 1% base cash rewards) for every \$1 of Purchases made at eligible gas and fuel merchants, which include merchants whose primary line of business is the sale of automotive gasoline that can be purchased inside the service station or at the automated fuel pump and gasoline purchased at boat marinas, as well as fuel dealers whose primary line of business is the sale of heating oil, propane and other fuels, such as kerosene. Purchases made at merchants whose primary line of business is not the sale of automotive gasoline or fuel, like superstores, supermarkets and truck stops will not earn bonus cash rewards. Bonus Category Cap: Grocery store, Wholesale club and Gas Purchases earn bonus cash rewards on the first \$2,500 of combined Purchases made each calendar quarter. Once the \$2,500 quarterly limit is reached, you will earn base cash rewards of 1% for those purchases. Bonus Category Processing: Merchants are assigned a merchant category code (MCC) based on the merchant's primary line of business. We do not determine which MCC a merchant chooses to classify itself. We group similar MCCs into Bonus Categories to help you earn bonus rewards on Purchases made at specific merchants. Your Purchase may not qualify to receive the bonus earn rate if the merchant does not process transactions under the MCC that corresponds with the Bonus Category, or your purchase is processed through a third-party payment account, mobile/wireless card reader, digital wallet or similar technology where the technology does not support transmission of MCCs. For those Purchases, you will earn base cash rewards of 1%. Not all merchants accept all credit cards. 10% Customer Bonus: Cash rewards redeemed into a Bank of America® checking or savings account or an eligible Merrill Lynch Cash Management

Account® will receive a 10% customer bonus at the time of redemption (\$25 redeemed in cash rewards = \$27.50 deposit). The Customer Bonus is not earned on cash rewards redeemed for a statement credit or check. *Rewards Forfeiture:* Your account must be open and in good standing to earn and redeem cash rewards. You will lose your cash rewards if the account is closed for any reason. *Rewards Redemption:* When your cash rewards balance is \$25 or more, you can redeem your cash rewards for a statement credit, a check, or an electronic deposit into a Bank of America® checking or savings account, or a contribution to an eligible Merrill Lynch Cash Management Account®. Cash rewards shall be issued for a U.S. dollar sum and may be requested on demand, or by registering for automatic redemption. *Rewards Program Rules:* Program Rules containing additional details will be sent to you with your new account materials. Other significant terms apply. Program subject to change. For more information, visit bankofamerica.com.

Bonus Cash Rewards Offer. You will qualify for \$100 bonus cash rewards if you use your new credit card account to make any combination of Purchase transactions totaling at least \$500 (exclusive of any fees, returns and adjustments) that post to your account within 90 days of the account open date. Limit one (1) bonus cash rewards offer per new account. This one-time promotion is limited to new customers opening an account in response to this offer. Other advertised promotional bonus cash rewards offers can vary from this promotion and may not be substituted. Allow 8-12 weeks from qualifying for the bonus cash rewards to post to your rewards balance. The value of this reward may constitute taxable income to you. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of such reward. Please consult your tax advisor, as neither we, nor our affiliates, provide tax advice.

Mobile Banking. Mobile Banking requires enrollment through the Mobile Banking app, Mobile website or Online Banking. Enrollment through the Mobile Banking app is not available on all devices. View the <u>Online Banking Service Agreement</u> for more information. Data connection required. Wireless carrier fees may apply.

Alerts. Alerts received as text messages on your mobile access device may incur a charge from

your mobile access service provider. This feature is not available on the Mobile website. Wireless carrier fees may apply.

Text Banking. Bank of America does not charge for Text Banking. However, your mobile service provider may charge for sending and receiving text messages on your mobile phone. Check with your service provider for details on specific fees and charges that may apply.

Card Benefits. Certain restrictions apply to each benefit. Details accompany new account materials.

Overdraft Protection. Overdraft transfers to your eligible Bank of America deposit account from your credit card account will be Bank Cash Advances under your Credit Card Agreement. Transfers will be subject to the terms of both your Credit Card Agreement and the account agreement(s) and disclosures governing your Bank of America deposit account. If you link your Bank of America deposit account to your credit card for Overdraft Protection, we will automatically transfer funds in multiples of \$100 from your credit card account to cover any overdraft on your deposit account, as long as the portion of credit available for cash on your credit card account is sufficient and you are not in default under your Credit Card Agreement. A fee of \$12 will apply for each transaction. The fee will not be assessed if your deposit account is overdrawn by a total amount less than \$12, after we finish processing for the day. The Bank Cash Advance will accrue interest at the APR stated in your Credit Card Agreement. If the portion of credit available for cash on your credit card account is insufficient to cover the amount required by the overdraft (in the multiple of funds stated above), we may advance the funds even if it causes your credit card account to exceed your Cash Credit Line. Linking Overdraft Protection from your Bank of America deposit account to your credit card will end any Overdraft Protection connections to your Bank of America savings account. Please see your Credit Card Agreement for additional details.

BALANCE TRANSFERS

If the total amount you request exceeds your Total Credit Line, we may send full or partial payment to your creditors in the order you provide them to us. Allow at least 2 weeks from account opening for processing. Continue paying each creditor until the transfer appears as a credit. Balance Transfers incur interest charges from the transaction date. If you revolve your balance to take advantage of a promotional or introductory offer, all transactions and balances, including purchases, will be charged interest. The Balance Transfer fee is 3% of the amount of the transaction (min. \$10). If you have a dispute with a creditor and pay that balance by transferring it to your new account, you may lose certain dispute rights. Balance Transfers may not be used to pay off or pay down any account issued by Bank of America, N.A., FIA Card Services, or its affiliates.

The information in this offer is updated regularly, but may have changed since the last update.

The Bank of America® Privacy Notice is available at <u>bankofamerica.com/privacy</u> and accompanies the Credit Card Agreement.

This credit card program is issued and administered by Bank of America, N.A. Any account opened in response to this application shall be governed by the laws of the State of North Carolina. Deposit products and services are provided by Bank of America, N.A. and affiliated banks, Members FDIC and wholly owned subsidiaries of Bank of America Corporation. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated, and are used by the issuer pursuant to license. Merrill Lynch Cash Management Account, Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation. NEA is a registered trademark of NEA's Member Benefits Corporation.