

# The Butterfield / $AAdvantage^{\text{®}}$ Business Mastercard $^{\text{®}}$

The Butterfield / AAdvantage® Business Mastercard® lets you earn American Airlines AAdvantage® miles with every business-related purchase you make. Tailored for business professionals, the Butterfield / AAdvantage® Business Mastercard® offers a variety of insurance and liability coverage.

Designed with your business in mind, the Butterfield / AAdvantage® Business Mastercard® gives you the perfect combination of convenience and rewards.

Finally, a card that rewards you for taking your business further.



The information contained herein is provided solely for general informational purposes. It does not intend to be a complete description of all terms, conditions, limitations, exclusions, or other provisions of any programme or insurance benefits provided by, or for, or issue to Mastercard®. Mastercard® may amend card features and benefits from time to time without notice. For the most recent listing, please visit our website at www.butterfieldgroup.com.

### Benefits:

## **ATM Locations**

Cardholders can call to find the location of a nearby ATM in the Mastercard® ATM Network and can obtain cash at more than one million ATMs worldwide.

## ATM Robbery and Assault Protection

If a Business Mastercard® Credit Card Cardholder is robbed or assaulted during or immediately after using an ATM, this programme will replace stolen money and provide a benefit in case of death.

## **Emergency Card Replacement Service (ECR Service)**

Cardholders can have their lost or stolen Cards replaced quickly—anywhere in the world—at a convenient location. ECRs are delivered in the United States by the next day and within two business days almost everywhere else.

# Emergency Cash Advance (ECA)

Cardholders whose cards have been lost or stolen can request an emergency cash advance and make any necessary pick-up/delivery arrangements.

## **Extended Warranty**

When making a purchase with your Business Mastercard Credit Card, you can extend coverage on the manufacturer's warranty on covered purchases up to one full year after both the original or store brand warranty plus the optional warranty coverage period ends, not to exceed three years.

# MasterCoverage™

The MasterCoverage Liability Protection Programme protects companies from employee misuse of charge privileges.

\*American Airlines reserves the right to change the AAdvantage® Programme at any time without notice. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® Programme, visit www.aa.com.

Where services are provided by Organisations other than Butterfield, the Bank shall have no responsibility or liability for them, or for their mention in this document, or for their continuance.

### Mastercard® Global Service™

The Mastercard® Global Service™ programme extends the Butterfield customer service infrastructure around the world and is available to all Mastercard Cardholders who are travelling outside of Bermuda. It provides unprecedented emergency customer service—anytime, anywhere, and in any language. It gives Cardholders access to the following services provided by Butterfield, Mastercard, and third-party service providers.

Masterrental™ – Worldwide coverage up to 31 days\*
MasterRental™ pays for covered damages to a rental vehicle up to US\$50,000 when the eligible Business Mastercard Card is used to initiate and pay for the entire rental transaction. The Business Mastercard Cardholder and those designated in the auto rental contract as authorised drivers are covered.

- Physical damages of the rental vehicle due to collision, theft, vandalism, and accidental fire, up to the actual cash value, subject to the maximum benefit amount provided.
- Reasonable and customary charges imposed by the rental car company for the period of time the car is being repaired ("Loss of Use" charges) that are substantiated by a Fleet Utilisation log.
- Reasonable and customary towing charges to the nearest qualified repair facility imposed by the rental agency on a covered loss.
- \* Some countries exempted, please call Mastercard® Global Service™ for list.

## MasterTravel™

Accident Insurance of up to US\$100,000 per Cardholder is provided at no extra cost whenever common carrier tickets are charged to the card.

# **Purchase Protection**

This coverage provides reimbursement for theft and/ or accidental damage of purchased covered items. The covered purchase must be paid in full with your Business Mastercard Credit Card.

# Butterfield / AAdvantage® Business Mastercard® Cardholder Agreement

This Agreement is governed by the laws of Bermuda. In this Agreement, "you" and "your" refer to the Main Cardholder Account holder, and includes Supplementary Cardholder(s) you name and authorise, unless otherwise mentioned. "Main Cardholder(s)" refers to the person liable for any outstanding Credit Card debt. "Supplementary Cardholder" refers to any other person the Main Cardholder authorises to have a Credit Card ("Card") issued on their Account. "We," "our," "us" and "the Bank" refer to The Bank of N.T. Butterfield & Son Limited, Bermuda. If you keep or use your Card(s), or if we provide you with a renewal or replacement Card(s), it means that this Agreement is enforced between you and the Bank. Your Credit Card application and the Bank's "General Terms and Conditions" brochure form part of this Agreement.

Using the Card. You can use your Card wherever it is accepted, to purchase goods or services and for other purposes the Bank may authorise from time to time. You can obtain cash advances from financial institutions that accept the Card. By using the Card, together with the Personal Identification Number (PIN) you have chosen, you can also obtain cash advances at any Automated Teller Machine (ATM) displaying the Mastercard®/Cirrus and Visa®/Plus logos. When you receive your Card you must sign it immediately and take every reasonable precaution to keep the Card safe. We will not be liable if a merchant, a business or an ATM does not accept your Card for any reason. You may only use the Card for legal and genuine transactions. You must give the Bank such financial statements and information as the Bank may request from time to time, to keep your file up to date. The use of this Card will always be subject to any statutory restrictions and/or regulations that the Bermuda Monetary Authority imposes or any other regulatory authority may impose. You acknowledge and accept that any transaction which the Bank considers to be in breach of any such statutory restrictions, regulations or procedures may be declined.

When the card is used with your PIN (Personal Identification Number) to make a purchase at an enabled Chip and PIN point of sale terminal or to obtain a cash advance at an Automated Teller Machine (ATM), you are deemed to have authorised the transaction.

Dealing with transactions in a foreign currency. The amount of any purchase(s) or cash advance(s), in any currency other than Bermuda dollars (BMD), will be billed in US dollars (USD). Transactions made in a foreign currency other than USD will be converted and posted to your account in US dollar. The exchange rate is determined by Mastercard or Visa on our behalf on the date that the transaction is settled with Mastercard or Visa and posted to your account. This exchange rate may be different from the rate in effect on the transaction date. Transactions made outside of Bermuda may also be assessed a cross border fee by Mastercard® or Visa, regardless of the currency of the transaction. You may choose to pay your balance in USD or BMD. All foreign currency transactions, including USD transactions, are subject to Foreign Exchange (FX), and when applicable, the Bermuda Government Foreign Currency Purchase Tax (FCPT) when your Account is paid in BMD.

Automated Teller Machines (ATMs). The amount you can withdraw each day as a cash advance from an ATM, and the available ATM services, may vary from time to time. We are not liable for any loss or damages you may suffer because of your use of an ATM or because of any failure to provide ATM services. We are not responsible for informing you of any mechanical failures of an ATM or for telling you when these services are changed or withdrawn.

Keeping your Personal Identification Number (PIN) confidential. You agree to keep your PIN separate from your Card at all times. If you do not keep your PIN confidential, or if you keep your Card and your PIN in a way that would compromise the security of your Card, you will be liable for all debt, including interest and charges arising from their unauthorised use.

Observing the expiry date of your Card. You agree not to use the Card after its expiry date. If it is used, you agree to pay any debts incurred.

Not exceeding your credit limit. You will be advised of your credit limit when you receive notice that your Card application has been approved. The credit limit will be noted on your monthly statement. We can increase or reduce your credit limits without advance notice. You agree that your debt will not exceed the credit limit that is communicated to you from time to time. You are responsible for all penalty fees associated with your Account exceeding the credit limit. A fee will be charged for any transaction that takes you over-limit and each transaction thereafter. You are responsible to pay any over-limit amounts in full by your payment due date.

Telling us about loss, theft or unauthorised use. You will inform us immediately by telephone and in writing about the loss, theft or suspicion of unauthorised use of your Card and/or PIN. Until further notice, such information shall be supplied to the Bank by telephone anytime in Bermuda at (441) 295 1111, or at any time (toll-free) from within the USA and Canada at (866) 563 1339, and in writing to Butterfield, P.O. Box HM 195, Hamilton HM AX, Bermuda. If your Card is lost or stolen, or you suspect its unauthorised use, you will be liable for all debts resulting from its use

until you have informed us that it has been lost or stolen. If you have previously authorised someone to use your Card, and have subsequently withdrawn your authorisation, you will continue to be liable for all debts incurred by its use until it has been surrendered to the Bank.

Preparing and sending monthly statements. Monthly statements are only prepared on business days, so your monthly statement date may vary from month to month. We will send monthly statements to the Primary Cardholder only.

Accepting our records. You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to the Bank.

Charging interest on purchases, cash advances and other charges. The interest charge on your monthly statement is calculated separately for purchases and cash advances. We will not charge you any interest on purchases and other charges if we receive your payment for the full balance on the statement on which the purchases and other charges first appear, by the payment due date printed on your statement. If we do not receive your full payment by the due date, we will charge interest at our then current annual rate on each purchase and other charges from the posting date of the transaction to the date it is paid in full. This is calculated for the current billing cycle using the Two-Cycle Average Daily Balance method. Monthly calculated interest may be subject to a minimum charge. If your payment is late we may, at our discretion, charge you a higher interest rate until such time as your Account has been maintained in good standing for a period of time that we deem appropriate. Up to two full business days are required to process most payment methods. Payments made through Butterfield Online Banking, or an ATM are processed the next business day if made before the cut-off time advised to you when you make the payment. Only Butterfield cheques will be accepted for direct payment to credit cards, all other Bank cheques are not accepted. Charging interest on cash advances. In this section, reference to "Daily Balance" and "Average Daily Balance" (ADB) relates to balances on cash advances. "Statement Cycle" refers to the number of days between one statement date and the next statement date. If you use the Card to obtain a cash advance, we will charge you interest on each transaction from the date the transaction is posted to the date it is repaid in full. Interest is calculated on your cash advances daily and posted to your Account monthly on the date your statement is produced. Interest is calculated using the daily revolving variable method. The Daily Balance is calculated by taking the beginning balance of cash advances, adding any new cash advances and debit adjustments related to cash advances made during the current billing cycle, and subtracting any payments or credit adjustments applied to cash advances. The ADB is calculated by dividing the total of all Daily Balances in the current Statement Cycle by the number of days in the current Statement Cycle. The resulting ADB amount is multiplied by the annual interest rate, then divided by 365, then multiplied by the number of days in the current Statement Cycle to give this month's interest charge.

Charging interest on retail purchases and other charges. In this section reference to "Daily Balance" and "Average Daily Balance" (ADB) relates to balances on purchases and other charges. "Statement Cycle" refers to the number of days between one statement date and the next statement date. Interest is calculated on your purchases and other charges daily and posted to your Account monthly on the date your statement is produced. Interest on purchases and other charges for the current billing cycle is calculated using the Two-Cycle Average Daily Balance Method. The Daily Balance is calculated by taking the beginning balance of purchases and other charges on your Account, adding any new purchases, debit adjustments for purchases and other charges as of the date the transaction was posted, and subtracting any payments or credit adjustments applied to purchases and other charges. The ADB is calculated by dividing the total of all Daily Balances in the current Statement Cycle by the number of days in the current Statement Cycle. The resulting ADB amount is multiplied by the annual interest rate, then divided by 365, then multiplied by the number of days in the current Statement Cycle to give this month's interest charge. If last month's balance was paid in full, new purchases on the current statement are excluded from the current ADB, but will be included in next month's interest calculation if the current statement balance is not paid in full by the payment due date.

Delinquency interest rates. If your payment is late we may, at our discretion, charge you a higher interest rate until such time as your Account has been maintained in good standing for a period of time that we deem appropriate. The delinquency rate will take effect and apply to new and outstanding purchases and advances. In addition, any introductory or promotional rate will be changed to a delinquency rate upon the occurrence of an Adjustment Event. An Adjustment Event occurs whenever a minimum payment is sixty (60) calendar days past due.

Telling us about inaccuracies in your statement. If your statement contains any inaccuracies, you must tell us within 30 days of the date of the statement. If you do not receive your statement within 30 days of the date of the statement, you must inform us promptly in writing of such non-receipt. Unless we have received a notice of non-receipt at the expiration of 30 days, except as to any inaccuracies that have been notified to the Bank, it shall be settled conclusively between the Bank and you that the statement contains no inaccuracies.

**Applying a credit voucher.** If a merchant or business issues a credit voucher, we will reduce your debt by the amount of the voucher when we receive it.

**Settling disputes.** If a dispute arises about a transaction for which you used your Card, you must settle it directly with the merchant or business concerned. You agree to indemnify the Bank in respect of all claims arising from any such dispute with or by the merchant or any third party.

Changing your address. You, as the Main Cardholder, will inform us in writing if you change your mailing and/or residential address in Bermuda.

Change of address outside Bermuda. In the event you are no a longer resident in Bermuda this change will necessitate a review of the continued operation of your Butterfield Mastercard® Credit Card. You will be required, as the Main Cardholder, to notify us within 14 days of your impending change of address.

Repaying the amounts you owe. When you use the Card or allow others to use it, you incur a debt. Interest, service charges and fees that we charge you under this Agreement will be added by us to your debt and will form part of your debt. You agree to repay the debt to the Bank.

Making a minimum monthly payment. If you do not repay your debt in full by the due date stipulated on your statement, you agree to make at least a minimum monthly payment. The minimum monthly payment will be a percentage of the balance of your monthly statement, subject to a minimum amount, any over-limit amount, plus any past due amount. You can find a complete schedule of rates informing you of the minimum monthly payment and all related credit card fees on our website. Note: If you do not make the minimum payment you will be subject to a monthly late payment service charge. Payments can be made at any Banking Centre, or through any alternative payment channel offered by Butterfield in Bermuda, including the Bank's ATMs, Butterfield Online Banking and Butterfield Mobile Banking. To make payments at an ATM you will require a Butterfield Debit Card or ATM card. Up to two full business days are required to process most payments, depending upon the channel used. Payments made through an ATM, Butterfield Online Banking and Butterfield Mobile Banking are processed the next business day if made before the cut-off time advised to you when you make the payment. Only Butterfield cheques will be accepted for direct payment to credit cards, all other Bank cheques are not

Making payments when mail service is disrupted. Even when normal mail service is disrupted, you must continue to make payments. If appropriate, we will tell you where to do so, and where to pick up your statement, by advertising on radio or television or in the newspapers. Your statement will be deemed to have been delivered to you on the day it is available for you to pick up, whether or not you do so. For cardholders who no longer receive paper statements in the mail but do so electronically, our statement will be deemed as delivered when it is uploaded to your online banking credit card page.

Applying your payments. We apply your payments first to any unpaid interest charges, then to any billed service charges, and then to any previously billed cash advances. Next, we apply them to any billed purchases on which interest is payable and then to billed purchases to which interest is not payable. Next, we apply the payment to unbilled cash advances and then to any unbilled purchases.

Requiring you to pay your total debt. You or your estate will become liable to pay your total debt immediately, without any notice or demand from us, if you do not carry out your obligations under this Agreement; if you become bankrupt or insolvent, or die, or upon legal attachment, levy or execution against you, your estate or your property; or if any Card or PIN is used contrary to this Agreement. You authorise us to charge any of your Accounts with us or any of our subsidiaries for any amounts due under this Agreement, notwithstanding that all or part of the monies held to your credit may have been deposited for a fixed period which may not have expired, or be in a different currency.

Payment of costs and expenses. Should it be necessary for the Bank to enforce its rights hereunder in any legal action, you will reimburse the Bank for all costs and expenses including reasonable attorney's fees incurred as a result of such legal action.

**Personal use.** You agree that the Credit Card may only be used for personal, household or family purposes. It is not intended to be used for business purposes under any circumstances. It is not to be used to buy real estate.

The AAdvantage® Programme. You will earn one AAdvantage® mile for every one US dollar (USD1.00) of billed purchases made on your Account. If you receive a credit on your Account for a purchase that earned AAdvantage® miles, the miles will be withdrawn for that credit. If the deduction would result in a negative balance of AAdvantage® miles then no miles will be applied to your Account until you have incurred sufficient transactions to earn the number of AAdvantage® miles equal to the negative balance. The AAdvantage® miles earned can only be credited to an AAdvantage® account in the name of the Main Cardholder. The AAdvantage® miles

earned on your Card will appear on your AAdvantage® statement and will show AAdvantage® miles awarded in the period ending with the statement date. The Bank may change the rate at which AAdvantage® miles are awarded at any time upon giving you not less than 30 days notice. The Bank will not be responsible for any delay caused by the AAdvantage® programme. You should contact AAdvantage® customer service to confirm the actual number of AAdvantage® miles available at any time for redemption. Butterfield makes no representations or warranties, expressed or implied, regarding the ability of American Airlines to honour the AAdvantage® miles earned with your Butterfield / AAdvantage® Mastercard® Credit Card, and in no event shall Butterfield be liable for any losses or damages of any nature whatsoever resulting from American Airlines' failure to honour your requests with respect to such AAdvantage® miles. You are entitled to earn AAdvantage® miles for as long as you comply with this Agreement. You authorise us to report to AAdvantage® the miles you have earned on your Account. You also authorise us to share with AAdvantage® experiential and transactional information regarding you and your Account. While the AAdvantage® programme is available through the Bank, purchases less credits will earn AAdvantage® miles. No AAdvantage® miles will be earned for cash advances, service charges, interest, costs and other transactions not for the purchase of goods or services.

Other Cardholder services and products. You understand that optional services may be available to you at an additional cost. Further, you understand that all services available with the Card may be governed by separate agreements or authorisations by which you agree to be bound. You also understand that some of these services are supplied by firms independent of the Bank and that the Bank shall not have any responsibility or liability with respect to such services. To the extent that any other Cardholder services and products may be provided by us, any such services and products.

Interest rates, service charges, penalty fees and our annual fee. You can find details about current prevailing interest rates, service charges, penalty fees and the annual fee on our website. The annual fee will appear on your first monthly statement and is not refundable. In subsequent years, annual fees are charged on the anniversary statement each year. We will advise you by statement message and on the Bank's website details of any changes to any of these rates or amounts.

Note: All rates are subject to change without prior notice.

#### Limitations

Transactions in Countries, Territories, Individuals, or Entities that are subject to economic sanctions administered and enforced by the U.S. department of treasury's office of Foreign Asset Control (OFAC) will be denied. A complete list is published on our website.

Cancelling this Agreement. You can cancel this Agreement by informing us in writing that you want to do so and returning the Card to us. We, too, can cancel this Agreement by informing you in writing. We can also cancel your Card with or without notice. The Card is always our property and you are required to give them back to us, or someone acting on our behalf when requested. If either of us cancels this Agreement, you still have to pay your debt and any other amounts you owe us in full.

Unenforceability of certain parts of this Agreement. If any part of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

If we change this Agreement or the services we offer. We can unilaterally change this Agreement or the services that are available with this Card without prior notice. We may assign this Agreement or our rights hereunder without notice to you.

**Disclosure of information.** We may give details of your Credit Card Account or your name and address to anyone if: The law says we must; we have a public duty to do so; this is necessary to protect our interests; or you ask us to provide details to someone else (for example, by signing an application form that includes an appropriate declaration).

We may also give credit reference agencies information about your Credit Card Account. In the event that we need to forward Account information to third-party data processors located outside of Bermuda, you acknowledge the need for such commercial arrangements and authorise this to occur.

By using this Card, you consent to and authorise any such disclosure.

The Bank shall not become liable for distribution of any such information or because of its being inaccurate or incomplete. We may assign our rights under this Agreement without prior notice to you.

# Butterfield / AAdvantage® Business Mastercard® Credit Card

Thank you for your interest in the Butterfield / AAdvantage® Business Mastercard® Credit Card Programme.

Please read the enclosed forms and send the following items to us at:

The Bank of N.T. Butterfield & Son Limited Corporate Banking Department, Third Floor 65 Front Street, Hamilton HM 12 P. O. Box HM 195 Hamilton HM AX Bermuda

- · Completed and signed Butterfield / AAdvantage® Business Mastercard® Credit Card Application
- · Completed Business Card Cardholder information providing employee details
- · Corporate Resolution for Business Card to be completed by incorporated entities (page 11)
- Business Resolution for Business Card to be completed by partnerships or other organisations (page 12)
- Most recent audited financial statements
- (In the case of a corporate applicant) The Certificate of Incumbency referred to in the section headed "Principal Information," signed and under Company Seal (page 8)

Please ensure that all portions of the forms are completed. Missing information could result in a request for additional information and cause a delay with the processing of your application. All information submitted to us will be treated as confidential. Please retain for your reference the Butterfield / AAdvantage® Business Mastercard® Cardholder Agreement (pages 4-5).

Once again, thank you for your interest in the Butterfield / AAdvantage® Business Mastercard® Credit Card Programme. If you have any further questions, please contact a Relationship Manager on (441) 295 1111.

# $Butterfield \, / \, AAdvantage ^{\circledast} \, Business \, Mastercard ^{\circledast} \, Credit \, Card \, Application$

# **Business Information**

Total Company cred Company's full legal	lit line requested Land liname ("APPLICANT")				Number of Card	ls	
Please select one:	Resident for Bermuda	exchange control purpos	Non-resident fo	or Bermuda exc	hange control pur	rposes	
City	Country			Postal Code	Code		
Business Telephone	usiness Telephone Number Fax Numbe				E-mail		
Send mail to Please select one: Country of incorpor	Street Address Company ation	P.O. Box Partnership So Registered of	le proprietorship iice address	Other (sp	pecify)		
Category of busines Insurance/Reinsu Other (please spe Primary purpose of	rance Retailer	Wholesaler/Distribution (please indicate departme		ee company			
Year established	Financial year end	Financial year end Nature of business		Number of employees		loyees	
If yes, please provid	ment to receive stateme	been granted credit from  nts and reports  rds (Maximum of 21 space			NO		
Bank name and acco			Bank officer		Bank officer's to	elephone number	
Bank address			Country			Postal Code	
Please list below all bank, froutstanding.	ase attach a separate sheet.	ional sales, lease financing, and cor			s of credit, endorsemer	nts of notes, etc.) obligations	
Loan	CREDITOR AMOUNT OU	rstanding		MONTHLY PAYMENT			
Loan	\$		\$				
Mortgage	\$		\$				
Leases	\$		\$				
Other	\$		\$				
Other	\$		\$				

# **Deposit Account Information**

	ACCOUNT NUMBERS		BUTTERFIELD	HSBC	CLARIEN	BERMUDA COMMERCIAL BANK	OTHER
			1	✓	<b>✓</b>	J SANK	1
Chequing							
Savings							
Time Deposit							
Call/Demand							
Other (please sp	ecify)						
Professional Ref	erences (preferably local Lawyers, A	Accountants, etc.)					
Name				Telephone			
ddress		City		Country		Postal Code	
lame		· · · · · · · · · · · · · · · · · · ·	Telephone				
Address		City		Country		Postal Code	
Name				Title			
Name Years with firm	Date of birth (mm/dd/yy)	Social Sec	urity# or equ			Citizenship	
Years with firm	Date of birth (mm/dd/yy)	Social Seco				Citizenship Date	
Years with firm			urity # or equ				
Years with firm  Signature of principa		Title	urity # or equ	livalent Title			
Years with firm  Signature of principa  Name  Years with firm	I/authorised signatory	Title	urity # or equ	livalent Title		Date	
Years with firm Signature of principa Name Years with firm Signature of principa	I/authorised signatory  Date of birth (mm/dd/yy)	Title	urity # or equ	livalent Title		Date   Citizenship	
Years with firm Signature of principa Name Years with firm Signature of principa	I/authorised signatory  Date of birth (mm/dd/yy)	Title   Social Second	urity # or equ	Title		Date   Citizenship	
Years with firm Signature of principa Name Years with firm Signature of principa Name Years with firm	I/authorised signatory  Date of birth (mm/dd/yy)  I/authorised signatory	Title   Social Second	urity # or equ	Title		Date Citizenship Date	
Years with firm Signature of principa Name Years with firm Signature of principa Vame Years with firm	I/authorised signatory  Date of birth (mm/dd/yy)  I/authorised signatory  Date of birth (mm/dd/yy)	Title Social Sect	urity # or equ	Title		Date  Citizenship  Date  Citizenship	
Years with firm Signature of principa Name Years with firm Signature of principa Name	I/authorised signatory  Date of birth (mm/dd/yy)  I/authorised signatory  Date of birth (mm/dd/yy)	Title   Social Second Title   Title	urity # or equ	Title   Title   Title   Title   Title   Title   Title		Date  Citizenship  Date  Citizenship	
Years with firm Signature of principa Name Years with firm Signature of principa Name Years with firm Signature of principa	Date of birth (mm/dd/yy)  I/authorised signatory  Date of birth (mm/dd/yy)  I/authorised signatory	Title   Social Second Title   Title	urity # or equ	Title   Title   Title   Title   Title   Title   Title		Date  Citizenship  Date  Citizenship  Date	



# Please Answer All Questions

Are there any unsatisfied judgments, tax assessments or legal proceedings pending against the Applicant?				
Has the Applicant experienced any management or ownership changes in the last year?	YES NO			
If you answered 'yes' to any of the above, please explain:				
Account Options				
Please select one:  INDIVIDUAL BILLING (Recommended)  Please send separate statements to each Business Card Cardholder.  OR  CENTRAL BILLING (On an exception basis. Individual billing will als  Please send a single consolidated statement itemising Business Card as individual statements.				
Please select one: Do you want to allow cash advances on each Card in the Company Business	Card Account? YES NO			
Auto-Payment YES NO Minimum payment Total balance	2			
Fixed amount \$				
From Butterfield account #				
If there are three consecutive months without sufficient funds for payment, auto-payment will b	e removed.			
Authorised Company Representative(s)  The person(s) authorised to transact business for the Applicant regarding the Applicant's Butterfield Mastercard® Business Ca	ard accounts are:			
Authorised representative's name	Authorised representative's signature			
Authorised representative's name	Authorised representative's signature			
Authorised representative's name	Authorised representative's signature			
Authorised representative's name	Authorised representative's signature			

 ${\it Please attach sheets for additional Company Representatives. This form may be photocopied.}$ 

### Butterfield / AAdvantage® Business Mastercard® Cardholder Information Add Date Change Company name Cardholder Information (Provide Government issued photo identification for verification) Please list all employees or others who are to receive cards, and which Mastercard® Business Card Programme they are to be enrolled in. Each requested or existing cardholder signing below (called "I", "me" or "my") hereby agrees as follows: I will use my card only (i) for business purposes (ii) as authorised by my Company/Firm and (iii) subject to the conditions of the Butterfield / AAdvantage® Business Mastercard® Card Agreement. Cardholder name Cardholder signature Card payment to be made in: BMD dollars Credit Card number (for changes to existing Card information) **Employee credit limit** Cardholder e-mail Date of birth (mm/dd/yy) Mother's maiden name Mobile Number If you have an AAdvantage number, please enter it here: If you do not currently have an AAdvantage number, the Bank will assign one to you. Cardholder name Cardholder signature Card payment to be made in: BMD dollars US dollars Credit Card number (for changes to existing Card information) **Employee credit limit** Cardholder e-mail Date of birth (mm/dd/yy) Mother's maiden name If you have an AAdvantage number, Mobile Number please enter it here: Cardholder name Cardholder signature Card payment to be made in: BMD dollars Credit Card number (for changes to existing Card information) **Employee credit limit** Cardholder e-mail If you have an AAdvantage number, Date of birth (mm/dd/yy) Mother's maiden name Mobile Number please enter it here: Cardholder name Cardholder signature Card payment to be made in: BMD dollars US dollars Credit Card number (for changes to existing Card information) Cardholder e-mail **Employee credit limit** Mobile Number If you have an AAdvantage number, Date of birth (mm/dd/yy) Mother's maiden name please enter it here: Please attach sheets for additional cardholders. This form may be photocopied. PLEASE NOTE: The total of all individual Cardholders' credit lines cannot be larger than the total Company credit line requested. **Authorised Signature** The Applicant, acting pursuant to the attached Corporate Resolution (or equivalent) and by authorised individual(s) signing below, represents and warrants that the statements made in the Application and the accompanying financial statements, and other submissions, are true and correct and are made to induce The Bank of N.T. Butterfield & Son Limited to grant Credit. For the same purpose, the Applicant represents and warrants that no suits, judgments or legal claims of any kind are now pending against the Applicant, except as expressly stated herein or in the The Applicant and each principal severally agree that The Bank of N.T. Butterfield & Son Limited may exchange credit information concerning them with others. The Bank may, without limitation, request a credit report on each principal and, if requested, will inform the principal(s) of the name and address of the credit reporting agency that furnished it. If approved, the Bank may obtain new credit reports in connection with updates, renewals and extensions of the Applicant's account. This Application will remain the property of the Bank. Full name and title of authorised Company/Firm representative Signature of individual Date Full name and title of authorised Company/Firm representative Signature of individual Date Full name and title of authorised Company/Firm representative Signature of individual Date

Clients and other individuals have certain rights with respect to the data held by Butterfield. The details of the individual rights, as well as how we handle the data provided to us, can be found in our Privacy Statement which can be obtained from www.butterfieldgroup.com or by contacting LICBermuda@butterfieldgroup.com.

# Corporate Resolution for Butterfield / AAdvantage® Business Mastercard® Credit Card

To: The Bank of N.T. Butterfield & Son Limited
Corporate Banking Department, Third Floor
65 Front Street, Hamilton HM 12
P. O. Box HM 195, Hamilton HM AX
Bermuda

l,
do hereby certify to The Bank of N.T. Butterfield & Son Limited ("Butterfield") that I am the duly elected and acting secretary of
("the Company"),
a Bermuda Company, having its registered office at
Address and that the following is a true and correct copy of certain resolutions duly adopted at a meeting of the Board of Directors thereof, convened and held in
accordance with the Memorandum of Association and the Bye-Laws of said Company on the
day of and that such resolutions are now in full force and effect and are not in contravention of, or in conflict with,
the Bye-Laws or the Memorandum of Association of said Company.
IT WAS RESOLVED that
Indicate name(s) of person(s) authorised to receive Business Card Application Form. (If insufficient space, refer to separate sheet.) of the Company by signing
Indicate whether documents are to be signed singly, jointly, by any two, etc.
is/are authorised to borrow money pursuant to and is/are authorised by their signature on the Butterfield / AAdvantage® Business Mastercard® (hereinafter referred to as "the Card") Card Application Form (a copy of which is attached to and forms part of these minutes) to cause the Company to enter into the Card Agreement (as in effect from time to time) and such addenda and amendments thereto as may be particularly agreed to from time to time and such other documents as required by Butterfield in connecton therewith.
IT WAS FURTHER RESOLVED that the Company establish and maintain the Card Account(s) (the "Account(s)") in the name of the Company with Butterfield, the Account(s) to be subject to and governed by the Card Agreement as in effect from time to time; and
IT WAS FURTHER RESOLVED that the persons named in lending their sample signatures to the Card Application Form, (a copy of which is attached hereto, and forms part of these minutes) as amended from time to time pursuant hereto, be and hereby are authorised to incur charges against the Account(s) using the Cards issued in the Company's name or by any other appropriate means, and that Butterfield is hereby authorised to accept and pay on behalf of the Company any charges incurred by any such persons and to charge such amounts to the foregoing Account(s); and
IT WAS FURTHER RESOLVED that the proper officers of the Company be and hereby are authorised to pay Butterfield from time to time, in accordance with the terms and conditions of the Card Agreement, amounts owing on the Account(s), including finance charges, if any; and
IT WAS FURTHER RESOLVED that the Secretary or any other officer of the Company be and hereby is authorised to certify to Butterfield a copy of these resolutions and Butterfield is hereby authorised (without more) to rely upon such certificate until formally advised by a like certificate of any changes therein, and is further authorised to rely upon any such additional certificates; and
IT WAS FURTHER RESOLVED that the proper officers of the Company be and are hereby authorised to secure any of the assets of the Company as security for the lines of credit extended to the Company in respect of the Card account and to enter into and sign on behalf of the Company any Security documentation required by Butterfield.
I FURTHER CERTIFY that neither the Bye-Laws, nor the Memorandum of Association (nor any amendments thereof) of the Company require the vote or consent of any shareholders thereof to authorise such action by the Board of Directors of the Company.
I WITNESS WHEREOF, I have subscribed my name as Secretary and have caused the seal of the Company to be hereunto affixed this
day of
Month, Year
Company Secretary (Sign and Print Name)



# Business Resolution for Butterfield / AAdvantage® Business Mastercard® Credit Card

To: The Bank of N.T. Butterfield & Son Limited Corporate Banking Department, Third Floor

65 Front Street, Hamilton HM 12 P. O. Box HM 195, Hamilton HM AX

Authorised Signatory

Bermuda do hereby certify to The Bank of N.T. Butterfield & Son Limited ("Butterfield") that I am an authorised signatory of the Business having its office at and that the following is a true representation to Butterfield in my capacity as an authorised representative of the Business. IT WAS RESOLVED that Indicate name(s) of person(s) authorised to receive Business Card Application Form. (If insufficient space, refer to separate sheet.) of the Company by signing otIndicate whether documents are to be signed singly, jointly, by any two, etc. is/are authorised to borrow money and is/are authorised by their authorised signatories to cause the Business to enter into the Butterfield / AAdvantage® Business Mastercard® (hereinafter referred to as "the Card") Card Agreement (as in effect from time to time) and such addenda and amendments thereto as may be particularly agreed to from time to time and such other documents as are required by Butterfield in connection therewith. IT WAS RESOLVED that the Business establish and maintain the Card Accounts (the accounts as defined in the name of the Business with Butterfield) the Accounts to be subject to and governed by the Card Agreement as in effect from time to time; and it was further resolved that the persons named in and lending their sample signatures to Butterfield as amended from time to time pursuant hereto, be and hereby authorised to incur charges against the Account using the cards issued in the Business name or by any other appropriate means, and that Butterfield is hereby authorised to accept and pay on behalf of the Business any charges incurred by any such persons and to charge such amounts to foregoing IT WAS FURTHER RESOLVED that Butterfield is entitled to rely on the list of Cardholders as listed on page 10. IT WAS FURTHER RESOLVED that the proper officers of the Business be and are hereby authorised to secure any of the assets of the Business as security for the lines of credit extended to the Business in respect of the Card account and to enter into and sign on behalf of the Business any Security documentation required by Butterfield. I WITNESS WHEREOF, I have subscribed my name as Authorised Signatory and have caused the seal of the Business (if applicable) to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_ Month, Year







The Bank of N.T. Butterfield & Son Limited 65 Front Street Hamilton, Bermuda

butterfieldgroup.com (441) 295 1111