

Smarter business
by **BUTTERFIELD.**



Manage travel, entertainment and reporting with the low-fee card accepted around the globe.



The Butterfield Business Mastercard®

Butterfield is pleased to offer the Mastercard Business Card Programme. The Business Card is designed to meet the specific needs of business people, particularly those who travel and entertain.

It offers a variety of insurance features and emergency travel assistance services, and will provide your company with monthly, quarterly and annual management reports. We offer a standard programme designed to meet your business requirements.

Mastercard® Business Card - Programme

Enjoy the security and convenience of carrying the Butterfield Mastercard® Business Card for a low annual fee of \$80 per Cardholder.

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.

1. Management reports that identify, control and consolidate your company's expenses. For details see page 3.
2. Flexible statement options are available. You can choose to receive a monthly statement or each employee OR you can receive one consolidated statement itemising all your employees' monthly expenditures.

3. MasterRental®: Collision/Loss Damage Insurance provides primary protection from the damage or theft of automobiles rented worldwide*. MasterRental covers vehicles with a MSRP of up to US\$50,000.
4. 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.
5. Mastercard® Global Service: Emergency Cash and Lost/Stolen Card Replacement Services. Simply call Mastercard® Global Service available 24 hours a day, 7 days a week, from anywhere in the world.
6. MasterCoverage: The MasterCoverage Liability Protection Programme protects companies from employee misuse of charge privileges.
7. Instant Cash Advances through Mastercard/Cirrus ATM Network: employees can select their own personal identification number (PIN) and obtain instant cash advances around the world.
8. Access to Butterfield's Service: by calling 1 800 788 9490, you can obtain up-to-date credit Card information, including balance, last payment date and amount as well as available credit.

Features:

1. You'll be able to tell at a glance the amount spent, where it was spent, when and by whom. In addition, these reports will consolidate your company expenditures by employee and by expense category—hotel, restaurant, car rental and airline.
2. Your company can determine which statement option best fits your business needs.
3. Your company can save up to US\$25 per day. Simply pay for the rental with the Mastercard® Business Card and decline the collision damage waiver or similar option offered by the car rental company.
4. Your employees, their spouses and dependent children (age 25 and under) travelling with the employee are automatically protected.
5. You and your employees have peace of mind knowing help is just a phone call away.
6. Covers up to US\$5,000 per Cardholder for companies that have two or more Cards.
7. Your employees can have local currency at their fingertips when they need it.
8. Your employees can obtain their account information 24 hours a day by calling CardLine toll-free from anywhere in the United States or Canada.

**Certain conditions and restrictions apply. Call Mastercard® Global Service for further information.*

Butterfield British Airways Visa® Platinum Card Cardholder Agreement

This Agreement is important and you should read it carefully. Your acceptance, signature or use of the Card(s) which we issue, or permitting another to use the Card(s), will be governed by the terms of this Agreement, as well as construed in accordance with the laws of Bermuda. You submit to the non-exclusive jurisdiction of the Bermuda courts for all purposes in connection with the Cards, however, this Agreement may be enforced in any court of competent jurisdiction.

1. Definitions

“Butterfield”, the “Bank”, “we”, “us” and “our” means The Bank of N.T. Butterfield & Son Limited. “Card(s)” means the Butterfield Business Mastercard® Card issued by us to a Company for use by its Authorised Cardholder(s) for business purposes only. “Company”, “you”, “your”, and “yours” means the person or firm applying to us for the issue of the Card for his/her or its account. “Authorised Cardholder(s)” means those individuals designated as such in your Business Card Application Form or as subsequently added to or removed from your Account by way of your express written instructions in this regard provided, however, that we may decline to issue a Card to or for the use of any person at any time for any reason and without specifying a reason therefore. “Account” means the Card Account(s) established in your name. “Purchase” means a purchase or lease of merchandise, services or insurance charged to the Account(s). “Advance” means a cash loan charged to the Account(s). “Periodic Rate” means such rate(s) per centum per annum and effective from such date as we publish, circulate or notify from time to time apply to Credit Card Agreements. “Annual Fee”, “Cash Advance Fee”, “Late Payment Fee”, “Over Limit Fee”, “Outstanding Balance Fee” mean the amounts specified as such in respect of credit cards in our published Schedule of Charges as amended by us from time to time, and referred to collectively as “Service Fees.”

Account features and your use of the Account

1. Business Use

Charging privileges on the Card and Account are provided by the Bank pursuant to a contract with your Company and are subject to the Agreement. The Card and Account are to be used only by you for the purpose of charging purchases of goods and services primarily for or incidental to the business of your Company. Charge activity, Account status, and any Account delinquency information will be provided to your Company monthly. At your Company’s discretion, you may be able to use the Card to obtain an advance (as defined below) from a participating financial institution or Automated Teller Machine (ATM). Charging privileges may be automatically withdrawn upon termination of your employment or affiliation with your Company, or upon termination of the contract between the Bank and your Company.

2. Your Acceptance of the Agreement

By accepting, signing, or using this Card or Account, or by continued use of an existing Card or Account, you are agreeing to the terms of this Agreement.

3. Purchases

You may use the Account to buy, lease or otherwise obtain goods or services from participating merchants (including transactions you initiate by mail, telephone or over the Internet) (“Purchases”). Even if you have not signed a sales draft or the merchant has not supplied you with a written receipt or other proof of sale, you are responsible for all purchases made through the Account, except as expressly limited by applicable law.

Using the Card – Business. Charging Privileges on the Card and Account are provided by Butterfield pursuant to a contract with your Company and are subject to this Agreement.

The Card(s) is to be used only by you and designated Cardholders for the purpose of charging purchases of goods and services primarily for or incidental to the business of your Company. You can use your Card wherever it is accepted, to buy goods or services (“purchases”) and for other purposes the Bank may authorise from time to time. If allowed, you can obtain cash advances from any financial institution that accepts the Card. By using the Card, together with the Personal Identification Number (“PIN”) you have chosen, you can also obtain cash advances at any ATM displaying the Mastercard® or Cirrus logo. When you receive your Card you must sign it immediately and take every reasonable precaution to keep it 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 will 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 that 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 to make a purchase at an enabled Chip & PIN point-of-sale terminal or to obtain a cash advance at an ATM, you are deemed to have authorised the transaction.

2. Our Authority to Pay

You authorise us to make immediate payment for your Account(s) of all sums of money reflecting purchases and advances made or obtained through use of the Card(s).

3. Monthly Statements

At your option, we will send you a central bill at the end of each billing period setting out the payment(s) due us and other information on all of the Accounts. If you do not request a central bill, each Authorised Cardholder will receive a monthly statement for the Account assigned by you to that individual. In either event you will examine each billing statement immediately upon receipt and report any inaccuracies to us in writing within 30 days of the billing date. You will automatically receive your monthly statement electronically via Butterfield Online Banking. If you wish to receive paper statements, you must contact Butterfield.

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 on our behalf on the date that the transaction is settled with Mastercard 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®, 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), when applicable and the Bermuda Government Foreign Currency Purchase Tax (FCPT) when your Account is paid in BMD.

Automated Teller Machines (ATMs). If you are authorised by the Company to obtain cash advances using your Mastercard®, 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. Furthermore, we shall not be liable for any accident, act of aggression, theft, loss or damage you may suffer while using an ATM or any automated banking services, whether you are on Bank premises or other premises.

We may restrict the amount of the credit limit that is available for advances. If an advance is requested that has a limit greater than the percentage available, it may be declined. You may be limited in the amount and/or number of advances you may make on your Account.

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. Your credit limit will be advised to you when you receive notice that your Card application has been approved and will be noted on your monthly statement. We can increase or reduce your credit limit without telling you in advance. 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 the 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 1 866 563 1339, or at any time by calling from outside USA and Canada at 781 756 8169 and in writing to The Bank of N. T. Butterfield & Son Limited, 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 told 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.

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 repaid 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. Up to two full business days are required to process most payments depending upon the channel used. Payments made through Butterfield Online Internet Banking and ATM 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 accepted.

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.

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.

Card fee and renewal of Cards. You will be charged an initial fee upon the issuance of each Card and thereafter an annual fee for continued use of each Card. We will issue renewal or replacement Cards before current Cards expire and will continue in this manner until you instruct us in writing to the contrary.

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 the 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 will advise us in writing if you change your Business address or telephone number and you will provide us with any other information that we may need from time to time to keep our records up to date.

Repaying the amounts you owe. When you use the Card or allow others to use it, you incur a debt. Interest, service charges and annual 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 the Bank from time to time in the country in which the card was issued, including the Bank's ATMs and Butterfield Online Internet Banking. To make payments at an ATM you will require a Butterfield Debit Mastercard® Card. Only Butterfield cheques will be accepted for direct payment to credit cards, all other Bank cheques are not accepted.

Making payments when electronic statement is unavailable or mail service is disrupted. Even when your electronic statement is unavailable or normal mail service is disrupted, you must continue to make payments. If appropriate, we will tell you where to collect your statement. Your statement will be deemed to have been delivered to you on the day it is available on your Butterfield Online Banking page or 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 your statement will be deemed 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 on 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 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 moneys 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.

Third-party offers. From time to time, third parties may provide you with benefits not related to the extension of Account credit. We are not liable for these features, services and enhancements, as they are the sole responsibility of the third-party provider. Butterfield and/or a third party may add, change or delete entirely these benefits without notice or liability to you, to the extent permitted by applicable law. You agree to hold us harmless from any claims, actions, or damages resulting from your use of any of these features, services or enhancements, when permitting by applicable law.

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 shall be subject to modification or discontinuance by us, at any time, without notice.

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. Any changes to our rates will be notified to you via statement message and our website. Note: All rates are subject to change without prior notice.

Cancelling this Agreement. You can cancel this Agreement by informing us in writing that you want to do so and returning the Card(s) to us. We, too, can cancel the Agreement by informing you in writing. We can also cancel your Card. The Card is always our property and you are required to give it 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.

Business Information. You agree to furnish us with annual financial statements and other business information from time to time (but at least once per calendar year) and you hereby consent to our furnishing information concerning you under this Agreement to third parties, including credit agencies and our affiliates. You further agree to give us not less than 30 days prior written notice of your intent to transfer, register a transfer of, or sell a substantial part (10% or more of your total issued share capital or assets, or to change the basic nature of your business, or to liquidate or seek bankruptcy protection. This Agreement is in conjunction with the application's terms and conditions. basic nature of your business, or to liquidate or seek bankruptcy protection.

Disclosure of information. We may give details of your 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 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 authorize this to

Mastercard® Business Card

Thank you for your interest in the Butterfield Mastercard® Business 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, Bermuda
P.O. Box HM 195 Hamilton HM AX, Bermuda**

- Completed and signed Mastercard® Business Card Application;
- Completed Business Card Cardholder information providing employee details;
- Corporate Resolution for Business Card to be completed by incorporated entities (pg. 11);
- Business Resolution for Business Card to be completed by partnerships or other organisations (pg. 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 (pg. 7).

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 Mastercard® Business Card Agreement (pgs. 1-5).

Butterfield Business Mastercard® Credit Card Application

Business Information

Total Company credit line requested _____ Number of Cards _____
 Company's full legal name ("APPLICANT") _____

Please select one: Resident for Bermuda exchange control purposes Non-resident for Bermuda exchange control purposes

Stress Address _____ P.O. Box _____

City _____ Country _____ Postal Code _____

Business Telephone Number _____ Fax Number _____ E-mail _____

Send mail to Street Address P.O. Box
 Please select one: Company Partnership Sole proprietorship Other (specify) _____

Country of incorporation _____ Registered office address _____

Category of business

Insurance/Reinsurance Retailer Wholesaler/Distributor Service company
 Other (please specify) _____ Government (please indicate department) _____

Primary purpose of Card _____

Year established _____ Financial year end _____ Nature of business _____ Number of employees _____

Annual net income (in BMD) for last financial year end
 \$1-\$49,999 \$50,000-\$99,999 \$100,000-\$249,999 \$250,000-\$749,999 \$750,000-\$1,499,999 \$1,500,000+

Has the Applicant ever applied for credit or been granted credit from Butterfield? YES NO

If yes, please provide details and dates _____

Individual or department to receive statements and reports _____

Company name to appear on your Credit Cards (Maximum of 21 spaces for company name) _____

Banking Reference

Bank name and account number _____ Bank officer _____ Bank officer's telephone number _____

Bank address _____ City _____ Country _____ Postal Code _____

Outstanding Financial Obligations

Please list below all bank, finance company, mortgage, conditional sales, lease financing, and contingent (e.g., in respect of guarantees, letters of credit, endorsements of notes, etc.) obligations outstanding. If more space is needed, please attach a separate sheet.

| | CREDITOR AMOUNT OUTSTANDING | MONTHLY PAYMENT |
|----------|-----------------------------|-----------------|
| Loan | \$ | \$ |
| Loan | \$ | \$ |
| Mortgage | \$ | \$ |
| Leases | \$ | \$ |
| Other | \$ | \$ |
| Other | \$ | \$ |

Deposit Account Information

| TYPES OF ACCOUNTS | ACCOUNT NUMBERS | BUTTERFIELD | HSBC | CLARIEN | BERMUDA COMMERCIAL BANK | OTHER |
|---|-----------------|-------------|------|---------|-------------------------|-------|
| <input type="checkbox"/> Chequing | | ✓ | ✓ | ✓ | ✓ | ✓ |
| <input type="checkbox"/> Savings | | | | | | |
| <input type="checkbox"/> Time Deposit | | | | | | |
| <input type="checkbox"/> Call/Demand | | | | | | |
| <input type="checkbox"/> Other (please specify) | | | | | | |

Professional References (preferably local Lawyers, Accountants, etc.)

| | | | | | |
|---------|--|-----------|---------|-------------|--|
| Name | | Telephone | | | |
| Address | | City | Country | Postal Code | |
| Name | | Telephone | | | |
| Address | | City | Country | Postal Code | |

Principle Information

All principals (partners, proprietors) of a non-corporate Applicant must complete the section below. A corporate Applicant must furnish a Certificate of Incumbency, certified by the Company secretary under seal, listing all directors and statutory officers of the Applicant. If additional space is necessary, please use a separate sheet of paper.

| | | | | | |
|---|--------------------------|----------------------|------|-------------|--|
| Name | | E-mail | | | |
| Years with firm | Date of birth (mm/dd/yy) | Mother's maiden name | | Citizenship | |
| Signature of principal/authorised signatory | | Title | Date | | |
| Name | | E-mail | | | |
| Years with firm | Date of birth (mm/dd/yy) | Mother's maiden name | | Citizenship | |
| Signature of principal/authorised signatory | | Title | Date | | |
| Name | | E-mail | | | |
| Years with firm | Date of birth (mm/dd/yy) | Mother's maiden name | | Citizenship | |
| Signature of principal/authorised signatory | | Title | Date | | |
| Name | | E-mail | | | |
| Years with firm | Date of birth (mm/dd/yy) | Mother's maiden name | | Citizenship | |
| Signature of principal/authorised signatory | | Title | Date | | |



Please Answer All Questions

Are there any unsatisfied judgments, tax assessments or legal proceedings pending against the Applicant? YES NO

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 also be generated with this option.)

Please send a single consolidated statement itemising Business Card activity for ALL Company Cardholders and 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

Fixed amount \$

From Butterfield account #

If there are three consecutive months without sufficient funds for payment, auto-payment will be removed.

Authorised Company Representative(s)

The person(s) authorised to transact business for the Applicant regarding the Applicant's Butterfield Mastercard® Business Card accounts are:

| | |
|--|---|
| Authorised representative's name <hr/> | Authorised representative's signature <hr/> |
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| Authorised representative's name <hr/> | Authorised representative's signature <hr/> |
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|--|---|
| Authorised representative's name <hr/> | Authorised representative's signature <hr/> |
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| | |
|--|---|
| Authorised representative's name <hr/> | Authorised representative's signature <hr/> |
|--|---|

Please attach sheets for additional Company Representatives. This form may be photocopied.

Butterfield Business Mastercard® Cardholder Information

New Change Add

Date _____

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 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 _____ Telephone Number _____ Mobile Number _____

Additional Cardholders

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 _____ Mobile Number _____

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 _____ Mobile Number _____

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 _____ Mobile Number _____

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 financial statements submitted herewith.

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 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

I, _____
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.
Month, Year

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 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 Com-pany 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 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

I, _____
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 _____
Indicate 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 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 Accounts.

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

Authorised Signatory _____



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

butterfieldgroup.com
(441) 295 1111

BNTBRETBR017
08/2022

The Bank of N.T. Butterfield & Son Limited is licensed to conduct banking business by the Bermuda Monetary Authority.