

## Let's Talk Business!

# MasterCard® Business Card

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.

### MasterCard® Business Card - Standard Programme

Enjoy the security and convenience of carrying the Butterfield MasterCard® Business Card for the low annual fee of \$75 per Cardholder.

#### Features:

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 for 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\$250,000 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.

#### Benefits:

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.

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

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.

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.

# Management Reports

## MasterCard® Business Card

Butterfield will print the following reports for your company. Three reports are available with the Standard Business Card Programme.

### Monthly

- *Cardholder Recap Summary* : provides monthly transaction totals on individual accounts for a fiscal year period. This report will be produced annually.
- *Individual Billing Summary* : lists individual Cardholder details with totals at the company, department and/or cost centre level, so you'll know exactly what was spent and where. This report will be produced monthly.
- *Company Card Billing Report* : lists individual Cardholder details consolidated into total debits and credits, designed to assist you with your total credit card outstanding balance(s). This report will be produced monthly.

# Butterfield MasterCard® Business Card 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 the Cayman Islands.

## 1. DEFINITIONS

"Butterfield", the "Bank", "we", "us" and "our" means Butterfield Bank (Cayman) 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) percent 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 space with your Company, or upon termination of the contract between the Issuer 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 Cayman Islands 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.

## 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.

## DEALING WITH TRANSACTIONS IN A FOREIGN CURRENCY

The amount of any purchase(s) or cash advance(s), in any currency other than US dollars (USD), will be billed in US dollars (USD). Conversion from any other foreign currency to USD will be made by the Bank at a rate of exchange determined by the Bank on the date notification of your purchase or cash advance is received and the relevant amount is charged to your Account. The

currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or posting date. Transactions made outside of the Cayman Islands may also be assessed a cross border fee by MasterCard®, regardless of the currency of the transaction.

## 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 the Cayman Islands at (345) 815 7527, or at any time (toll free) from within the US and Canada at 1 866 563 1339, or at any time by calling from outside US and Canada at 1 781 756 8169 and in writing to Butterfield Bank (Cayman) Limited, P.O. Box 705, Grand Cayman, KY1-1107, Cayman Islands. 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. Monthly-calculated interest may be subject to a minimum charge. All Payments made before the cut-off time advised to you when you make the payment will be processed at midnight on the same day. Payments made after the cut-off time will be processed the following business day.

If your payment is made by cheque or other instruction, drawn on a bank outside the Cayman Islands, your Account will not be credited until we receive settlement from the relevant bank, which takes a minimum of ten working days.

For the purpose of the Credit Limit only; payments by cheques drawn on a Cayman Islands Bank other than Butterfield requires a maximum of five business days to be posted toward your total indebtedness.

## 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.
- The rate will continue for a period of six months after the Account is regularised.

The delinquency rate is determined by adding a margin to the published Index as described above.

#### **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 daily revolving variable 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. When we grant you your Card, we will give you a schedule of rates informing you of the minimum monthly payment. 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 Butterfield Online Internet Banking.

#### **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.

#### **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 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.

#### **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. The Issuer 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. Telling you about interest rates, service charges, penalty fees and our annual fee when we give you your Card, we will also give you a notice telling you about current prevailing interest rates, service charges, penalty fees and our annual fee. 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 mail to your mailing address details of any changes to any of these rates or amounts. 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.

#### **DISCLOSURE OF INFORMATION**

We may disclose information about your Account:

- A. In response to credit inquiries from another financial institution;
- B. Pursuant to legal process, regulation or subpoena;
- C. If disclosure is necessary to protect our interest;
- D. For the purpose of preventing fraud or crime; and
- E. So that services may be processed on our behalf.

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

# MasterCard® Business Card

Thank you for your interest in Butterfield's MasterCard® Business Card Programme.

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

Butterfield Bank (Cayman) Limited  
Butterfield Place  
P.O. Box 705  
Grand Cayman KYI-1107  
Cayman Islands

- 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. 1-4).

Once again, thank you for your interest in the Butterfield MasterCard® Business Programme. If you have any further questions, please contact your Relationship Manager or our Card Services department at (345) 815 7527.



## DEPOSIT ACCOUNT INFORMATION

TYPES OF ACCOUNTS	ACCOUNT NUMBERS	BUTTERFIELD	CAYMAN NATIONAL	SCOTIA BANK	FIRST CARIBBEAN INTERNATIONAL BANK	HSBC	FIDELITY	ROYAL BANK OF CANADA
		✓	✓	✓	✓	✓	✓	✓
<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 Number ( )	
Address	City	Country	Postal Code

  

Name		Telephone ( )	
Address	City	Country	Postal Code

## PRINCIPAL 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		Title	
Years with Firm	Date of Birth (mm dd yy)	Social Security # or equivalent	Citizenship
Signature of Principal/Authorised signatory		Title	Date

  

Name		Title	
Years with Firm	Date of Birth (mm dd yy)	Social Security # or equivalent	Citizenship
Signature of Principal/Authorised signatory		Title	Date

  

Name		Title	
Years with Firm	Date of Birth (mm dd yy)	Social Security # or equivalent	Citizenship
Signature of Principal/Authorised signatory		Title	Date

  

Name		Title	
Years with Firm	Date of Birth (mm dd yy)	Social Security # or equivalent	Citizenship
Signature of Principal/Authorised signatory		Title	Date



## PLEASE ANSWER ALL QUESTIONS

1. Are there any unsatisfied judgments, tax assessments or legal proceedings pending against the Applicant?  YES  NO
2. 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:

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## ACCOUNT OPTIONS

- Please select ONE:  **INDIVIDUAL BILLING**  
Please send separate statements to each Business Card Cardholder.
- CENTRAL BILLING**  
Please send a single consolidated statement itemising Business Card activity for ALL company Cardholders.
- Do you wish to receive additional reports at cost of USD \$10 per report per month?  
 YES  NO
- Statement options:  View statements online only  Please send paper statements
- Please select ONE: Do you want to allow cash advances on each card in the company Business Card account?  
 YES  NO
- If "yes", what percentage of each Card's credit line should be available for cash advances?  
 25%  50%  75%  100%  Other \_\_\_\_\_%

## AUTO PAYMENT

- Please select ONE:  YES  NO  Minimum payment  Total balance  Fixed amount \$ \_\_\_\_\_
- From Butterfield A/C# \_\_\_\_\_
- Card to be:  Mailed  Pick up at:  Butterfield Place  Midtown  Governor Square

## AUTHORISED COMPANY REPRESENTATIVE(S)

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

\_\_\_\_\_  
Authorised Representative's Name (PRINT)

\_\_\_\_\_  
Authorised Representative's Signature

\_\_\_\_\_  
Authorised Representative's Name (PRINT)

\_\_\_\_\_  
Authorised Representative's Signature

\_\_\_\_\_  
Authorised Representative's Name (PRINT)

\_\_\_\_\_  
Authorised Representative's Signature

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



# CORPORATE RESOLUTION FOR BUTTERFIELD BUSINESS MASTERCARD® CREDIT CARD

To: Butterfield Bank (Cayman) Limited  
Card Services Department  
Third Floor, Butterfield Place  
12 Albert Panton Street  
Grand Cayman KY1-1107  
Cayman Islands

I, \_\_\_\_\_

do hereby certify to Butterfield Bank (Cayman) Limited ("Butterfield") that I am the duly elected and acting secretary of \_\_\_\_\_

\_\_\_\_\_ ("the Company"),

a Cayman Islands 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,  
Month, Year

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 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 connection 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: Butterfield Bank (Cayman) Limited  
Card Services Department  
Third Floor, Butterfield Place  
12 Albert Panton Street  
Grand Cayman KY1-1107  
Cayman Islands

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 Business 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 \_\_\_\_\_