

Let's Talk Business!

MasterCard® Business Card

Butterfield Bank 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.

First, determine your company's credit card needs, then select the programme that best suits your business requirements. We offer a standard programme and an enhanced programme, designed to be flexible so that your company can enrol individual cardholders in either plan.

MasterCard® Business Card - Standard Programme

Enjoy the security and convenience of carrying the Butterfield Bank MasterCard® Business Card for the low annual fee of \$60, 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\$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.

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 23 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.
 8. Access to Butterfield Bank's CardLine 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.
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.

MasterCard® Business Card Enhanced Programme

For an annual fee of \$75, you can enjoy the same security and convenience provided by the Butterfield Bank Standard MasterCard® Business Card, PLUS four additional Management Reports to assist in managing your business expenses. You'll have superior reporting to assist with reconciliation of your employees' business expenses.

Management Reports

MasterCard® Business Card

Butterfield Bank will print the following reports for your company. Six reports are available with the Standard Business Card Programme, and an additional four reports are available with the Enhanced Business Card Programme.

- **Employee Activity Report** – provides month-to-date and year-to-date employee totals for restaurant, lodging, airline, car rental, auto, other travel and entertainment and cash advances. This report will be produced 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.
- **Vendor Analysis Report** – lists company month-to-date charges, average monthly charges and year-to-date charges by vendor, so you know whom you've been doing business with on a regular basis. This report will be produced monthly.

Additional reports for companies enrolled in the Enhanced Business Card Programme:

- **Cardholder Recap Report** – sorts cardholder transactions into the following categories: Airlines, Car Rentals, Cash Advances, Lodging, Miscellaneous, Other Travel and Entertainment, Restaurants and Retail. The report can be used in conjunction with the Individual Billing Summary to assist in reconciliation of monthly expenses. This report will be produced monthly.
- **Company Card Airline Itinerary Report** – provides a monthly list of airline activity by cardholder account number. The flight origin, destination, departure date, flight class, amount and passenger name are included on the report. This report will be produced monthly if there is airline activity.
- **Company Percentage Exception Report** – lists all cardholder accounts with current balances equal to or exceeding 90% of their credit line on a monthly basis. In addition to the credit line percentage, the credit limit, current balance and payments are reported for each account. This monthly report will provide a tool to assess the individual credit limits and spending patterns of your cardholders.
- **Aging and Credit Line Analysis** – lists individual cardholder details including last statement balance, payments, new charges, current balance and amounts in dispute. This report will provide 30 and 60 day account balance transaction history of each cardholder. This report will be produced monthly.

Butterfield Bank MasterCard® Business Card Agreement

Please read and retain.

Note: This Agreement is important and you should read it carefully. Your acceptance, signature or use of the card(s) which we issue, or permitting or another to use the card(s), will be governed by the terms of this Agreement.

1. DEFINITIONS

"We", "us" and "our" means The Bank of N.T. Butterfield & Son Limited. "Card(s)" means the MasterCard Business Card(s) 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 BusinessCard 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 therefor.

"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.

"Insurance Fee", "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."

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.

4. PAYMENT OF PURCHASES (a) Purchases are payable by you by the payment due date shown on your monthly statement, in either of the following ways:

1) by paying the full amount due for all Purchases (shown on the statement in the column for Purchases as the "New Balance"); or

2) by paying an amount (referred to on the Statement as the "Minimum Payment") not less than 9% of any unpaid purchases, or \$10.00, whichever is greater, plus a Finance Charge, if any, plus any unpaid monthly Minimum Payments for Purchases from previous statements, plus applicable Service Fees.

(b) Each monthly Minimum Payment for Purchases will be rounded to the next highest dollar, but will not exceed the New Balance.

5. FINANCE CHARGE FOR PURCHASES (a) The Finance Charge for Purchases payable by you for a billing cycle is calculated by (1) computing the average daily balance unpaid during the billing cycle for Purchases and applicable Service Fees less any Finance Charge. Such average daily balance unpaid is calculated by adding the unpaid balance for Purchases and applicable Service Fees less any Finance Charge each day and dividing that sum by the number of days in the billing cycle (such average daily balance being referred to on the statement in the column for Purchases as the "Finance Charge Balance"); (2) multiplying the Finance Charge for Purchases by the number of days in the billing cycle; (3) multiplying that amount by the daily Periodic Rate to find the total Finance Charge for Purchases for that billing cycle; provided if the result is less than 50 cents the Finance Charge will be 50 cents. (b) A Finance Charge will not be imposed for any Purchases or applicable Service Fees charged to your Account(s) (1) during a billing cycle which began when you did not owe any amount for Purchases of applicable Service Fees, or (2) during a billing cycle which began when you did owe us an amount for Purchases or applicable Service Fees provided that such amount is paid in full by the end of the billing cycle.

6. PAYMENT FOR ADVANCES (a) Advances are repayable by you by the payment due date shown on your monthly statement(s) in either of the following ways:

1) by paying the full amount due for all Advances and Finance Charges thereon; or

2) by paying an amount (referred to on the statement as the "Minimum Payment") not less than 9% of the total unpaid balances, or \$10.00 whichever is greater, plus any Finance Charges and unpaid monthly Minimum Payments for Advances from previous statements plus applicable Service Fees.

(b) The monthly Minimum Payment for Advances will be rounded to the next highest dollar, but will not exceed the full amount due for Advances (shown on the monthly statement in the columns for Advances as the "New Balance").

7. FINANCE CHARGE FOR ADVANCES You will pay a Finance Charge for each Advance on your Account(s) from the date the advance is made until the date of payment. The Finance Charge for Advances is calculated by: (a) computing the average daily balance unpaid during the billing cycle for Advances less any Finance Charges or Service Fees. Such average daily balance unpaid is calculated by adding the unpaid Advances less any Finance Charge or Service Fees for each day of the billing cycle, after deducting any payments or credits to your Account(s) for Advances for that day, and dividing that amount by the number of days in the billing cycle (such average daily balance unpaid being referred to on the monthly statement in the column for Advances as the "Finance Charge Balance"); and (b) multiplying the Finance Charge Balance for Advances by the number of days in the billing cycle and then multiplying that figure by the daily Periodic Rate; and (c) adding a Cash Advance Fee for each Advance posted to the Account(s) for that billing cycle.

8. APPLICATION OF PAYMENT AND CREDITS Payments received from you greater than the combined monthly Minimum Payment due for Purchase and Advances shall be applied by us to any amount due for Advances, and then to Purchases. Payment of an amount greater than the combined monthly Minimum Payments shall not relieve you of your obligation to make any future monthly Minimum Payments while you owe us for any Purchase or Advances.

9. CREDIT LIMIT The amount due us on the Account(s) must not exceed your applicable Credit Limit(s) ("Credit Limit" is the maximum amount you can owe us on any Account at any time under this Agreement). We will inform you of the amount of your individual and/or aggregate Credit Limit(s) and any changes thereto. If you exceed the Credit Limit(s), we can require you to pay immediately any amount over the Credit Limit(s) and reserve the right to charge you a fee for each Purchase or Advance in excess of the Credit Limit(s) in accordance with our Card fees as amended by us from time to time. The honouring by us of any charges in excess of the Credit Limit(s), is solely at our discretion and this Agreement shall apply to any such excess.

10. PAYMENTS All Purchases and Advances and associated Service Fees are stated and payable in U.S. dollars. Purchases or Advances in other currencies will be converted into U.S. dollars before billing. For the purposes of the Credit Limit(s) only, payments to us require five business days for application towards your total indebtedness.

11. EXCHANGE CONTROL If Company is classified as resident in Bermuda for Bermuda Exchange Control purposes, Authorised Cardholders may use the Card(s) only within the limits imposed from time to time by the Bermuda Monetary Authority, Foreign Exchange Control. You will be held responsible for any infringements of such limits.

12. WITHDRAWAL OF CARDS Without affecting your liability to us for credit previously extended, we may at any time decrease or cancel your Credit Limit, decline to make any further Advances, revoke the Card or stop furnishing periodic statements to you. The Card is our property and you agree to surrender it on demand and pay any costs incurred by us in recovering or canceling the Card.

13. DEFAULT In the event that you fail to comply with any term of this Agreement, die, become bankrupt, or winding-up proceedings are commenced in relation to you, all amounts owing to us shall be immediately due and repayable without any notice or demand. You agree to pay all costs and legal expenses incurred by us in legal proceedings to collect or enforce your indebtedness in the event of delinquency by you or the breach of any of your obligations. You authorise us to charge any of your accounts with us or any of our subsidiaries for any amounts which become immediately due and payable under this paragraph or on cancellation of the Card(s) or reduction in your credit limit. This authorisation shall apply 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 in a different currency, and our normal breakage fees and foreign exchange rates and commissions will apply to any such accounts.

14. CARD FEE AND RENEWAL OF CARDS You will be charged an Insurance Fee upon 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.

15. LOST OR STOLEN CARDS If a Card is lost or stolen, or if you suspect it is being used without your permission, you shall immediately give written notice thereof to our Card Services Department together with any other information we require. Whether or not you are aware that a Card has been lost, stolen or used without your authority, you shall remain liable for all use of that Card until receipt by us of written notice of its loss, theft or unauthorised use. You may also report the loss, theft or possible unauthorised use of a Card to us by telephone during business hours (9:00am - 5:00pm on weekdays) at (441) 299-3800, after hours in Bermuda at (441) 296-7424, anytime (toll-free Continental USA) at 1-866-563-1339, or anytime (outside USA) at 1-781-756-8169, but you will remain liable to us as above until receipt by us of written notice as specified above.

16. PURCHASES We accept no responsibility for Purchases and you agree to pay us for all Purchases even though a dispute may exist between you and the merchant. We shall not be responsible for the failure of any merchant or bank to honour the Card.

17. CHANGES TO THIS AGREEMENT We may amend this Agreement at any time without prior notice. We may assign this Agreement or our rights hereunder without notice to you.

18. 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.

19. GENERAL Any services (other than those described in this Agreement) that may be provided to you from time to time in connection with your Account(s) are not part of this Agreement and may be changed or discontinued without notice or refund. We accept no responsibility whatsoever for or in connection with the provision of any insurance coverage or other services or products which may be provided by third parties to MasterCard Business Card cardholders or their families now or at any time hereafter. If any provision of this Agreement is found to be unenforceable the remaining provisions remain in full force and effect. Titles used in this Agreement are for convenience only and are not to be used in the interpretation hereof. Your application forms a part of this Agreement.

20. LAW APPLICABLE This Agreement shall be governed by and 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.

MasterCard® Business Card

Thank you for your interest in Butterfield Bank's 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
Card Services Department, 3rd Floor,
65 Front Street, Hamilton, Bermuda HM 12

- 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 Bank MasterCard® Business Card Agreement (pgs. 1-4).

Once again, thank you for your interest in the Butterfield Bank MasterCard® Business Programme. If you have any further questions, please contact your Relationship Manager at 295-1111.

DEPOSIT ACCOUNT INFORMATION

Types of Accounts	Account Numbers	Butterfield Bank	Bank of Bermuda	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 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:

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

- If yes, please check the reports which you would like to receive:
- Company Card Billing Reports
 - Vendor Analysis Report
 - Company Summary Reports
 - Company Card Airline Itinerary Report
 - Cardholder Limit Usage Report

Please select ONE: Do you want to allow Cash Advances on each card in the Company Business Card account?
 YES NO

If "YES", select ONE: What percentage of each card's credit line should be available for cash advances?
 25% 50% 75% 100% Other _____ %

AUTHORISED COMPANY REPRESENTATIVE(S)

The person(s) authorised to transact business for the Applicant regarding the Applicant's Butterfield Bank MasterCard® Business 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.

MASTERCARD® BUSINESS CARD CARDHOLDER INFORMATION

New

Change

Add

Date _____

Company Name _____

CARDHOLDER INFORMATION

Please list employees or others who are to receive cards, and which MasterCard® Business Card Programme they are to be enrolled in. For all employees or others signing below: 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 MasterCard® Business Card Agreement.

Cardholder Name	Cardholder Signature	Nationality & Social Security # or Equivalent
Credit Card Number (for changes to existing card information)		Employee Credit Limit
<input type="checkbox"/> MasterCard® Business Card Standard	<input type="checkbox"/> MasterCard® Business Card Enhanced	
Cardholder Name	Cardholder Signature	Nationality & Social Security # or Equivalent
Credit Card Number (for changes to existing card information)		Employee Credit Limit
<input type="checkbox"/> MasterCard® Business Card Standard	<input type="checkbox"/> MasterCard® Business Card Enhanced	
Cardholder Name	Cardholder Signature	Nationality & Social Security # or Equivalent
Credit Card Number (for changes to existing card information)		Employee Credit Limit
<input type="checkbox"/> MasterCard® Business Card Standard	<input type="checkbox"/> MasterCard® Business Card Enhanced	
Cardholder Name	Cardholder Signature	Nationality & Social Security # or Equivalent
Credit Card Number (for changes to existing card information)		Employee Credit Limit
<input type="checkbox"/> MasterCard® Business Card Standard	<input type="checkbox"/> MasterCard® Business Card Enhanced	

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 (Please print or type)	Signature of Individual	Date
Full Name and Title of Authorised Company/Firm Representative (Please print or type)	Signature of Individual	Date
Full Name and Title of Authorised Company/Firm Representative (Please print or type)	Signature of Individual	Date

Enhanced Programme Enrolment Form - MasterCard® Business Card

This form should only be completed if you wish to enrol in the Enhanced Programme. Please see Enhanced Programme features on page 2 and 3.

Company Name (please print): _____

Date: _____

Under the Enhanced Business Card Programme, you have the option of enrolling ALL of your cardholders or selecting individual cardholders for enrolment. Please indicate which option best suits your business needs by placing a check mark (✓) in the box located to the left of the OPTION.

OPTION 1

I, _____
(company name)

hereby authorise The Bank of N.T. Butterfield & Son Limited to enrol ALL of our MasterCard® Business Card accounts in the Enhanced Business Card Programme. I have read the FEATURES and BENEFITS (pg. 2) and understand that there are some features subject to certain restrictions and conditions (documentation available upon request).

OPTION 2

I, _____
(company name)

hereby authorise The Bank of N.T. Butterfield & Son Limited to enrol the MasterCard® Business Card accounts listed below in the Enhanced Business Card Programme. I have read the FEATURES and BENEFITS (pg. 2) and understand that there are some features subject to certain restrictions and conditions (documentation available upon request).

MasterCard® Business Card
Account Number(s):

_____	_____
_____	_____
_____	_____

Authorised Signatory(ies)

* If not the Authorised Signatory(ies) presently on file with the Bank, please provide a new Corporate Resolution (page 11).

Corporate Resolution for MasterCard® Business Card

To: The Bank of N.T. Butterfield & Son Limited
Card Services Department, 3rd Floor,
65 Front Street, Hamilton, HM 12, Bermuda

I, _____
do hereby certify to Butterfield Bank 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 _____
Month, Year

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 MasterCard® Business Card Application
Form (a copy of which is attached to and forms part of these minutes) to cause the Company to enter into the Butterfield Bank Business
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 Bank in connection therewith.

IT WAS FURTHER RESOLVED that the Company establish and maintain MasterCard® Business Card Account(s) (the “Account(s)”) in the
name of the Company with Butterfield Bank, the Account(s) to be subject to and governed by Butterfield Bank Business 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 Bank’s Business 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 the Bank 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 the Bank from time to time,
in accordance with the terms and conditions of the Business 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 the Bank a
copy of these resolutions and the Bank 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 MasterCard® Business Card account and to enter
into and sign on behalf of the Company any Security documentation required by the Bank.

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 MasterCard® Business Card

To: The Bank of N.T. Butterfield & Son Limited
Card Services Department, 3rd Floor,
65 Front Street, Hamilton, HM 12, Bermuda

I, _____

do hereby certify to Butterfield Bank that I am an authorised signatory of the Business having its office at

_____ and that the following is a true representation to the Bank 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 which documents are to be signed and whether they 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 Bank MasterCard® Business 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 Bank in connection therewith.

IT WAS RESOLVED that the Business establish and maintain MasterCard® Business Card Accounts (the accounts as defined in the name of the Business with Butterfield Bank) the accounts to be subject to and governed by Butterfield Bank MasterCard® Business 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 the Bank 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 the Bank 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 the Bank is entitled to rely on the list of cardholders as listed on page 9.

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 MasterCard® Business Card account and to enter into and sign on behalf of the Business any Security documentation required by the Bank.

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