



# Business Card Credit Application

## COMPANY INFORMATION

Company Name: \_\_\_\_\_ Tax I.D. Number: \_\_\_\_\_ Date Formed: \_\_\_\_\_  
 Company Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone number: \_\_\_\_\_ email address: \_\_\_\_\_  
 Legal structure of business: Sole Proprietor/Owner Partnership Corporation LLC  
 Other (specify): \_\_\_\_\_  
 End of fiscal year \_\_\_\_\_ Statement cycle date \_\_\_\_\_ (Default is month end)

**\*\*Cards will have consolidated statement billing to be paid at the control level on behalf of the card holders unless requested otherwise.**

Automatic payment – debit my checking account monthly. Transit routing # \_\_\_\_\_ Checking Account # \_\_\_\_\_  
 Debit my checking account for the full balance  
 Debit my checking account for the minimum payment due  
 Debit my checking account for \$ \_\_\_\_\_ (amount must be greater than the minimum required)

I (we) hereby authorize Isabella Bank to initiate debit entries and to initiate if necessary, credit and adjustments for any debit entries in error to my checking account at the financial institution listed above. I understand that this authorization shall remain in effect until revoked by me in writing, or cancelled by Isabella Bank.

Company Credit Limit: \$ \_\_\_\_\_ Control 1 Limit: \$ \_\_\_\_\_ Control 2 Limit: \$ \_\_\_\_\_ (Control limits only if applicable)

### ISSUE BUSINESS CREDIT CARDS TO FOLLOWING INDIVIDUALS:

Cardholder Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Social Security#: \_\_\_\_\_  
 Date of birth: \_\_\_\_\_ \* ConnectUp Rewards: \_\_\_\_\_ \*ConnectUp Rewards pamphlet is available for program disclosure  
 Credit Limit: \$ \_\_\_\_\_ Cell#: \_\_\_\_\_ Email Address: \_\_\_\_\_

Cardholder Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Social Security#: \_\_\_\_\_  
 Date of birth: \_\_\_\_\_ \* ConnectUp Rewards: \_\_\_\_\_ \*ConnectUp Rewards pamphlet is available for program disclosure.  
 Credit Limit: \$ \_\_\_\_\_ Cell#: \_\_\_\_\_ Email Address: \_\_\_\_\_

Cardholder Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Social Security#: \_\_\_\_\_  
 Date of birth: \_\_\_\_\_ \* ConnectUp Rewards: \_\_\_\_\_ \*ConnectUp Rewards pamphlet is available for program disclosure.  
 Credit Limit: \$ \_\_\_\_\_ Cell#: \_\_\_\_\_ Email Address: \_\_\_\_\_

**\*\* (Please attach Addendum A listing additional cardholders if needed. The above information is required for each additional cardholder requested) \*\***

### AUTHORIZED CONTACT(S) (ACCESS TO ALL ACCOUNT INFORMATION)

Main Contact Information:

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Birth date: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Birth date: \_\_\_\_\_

### CONDENSED BUSINESS FINANCIAL STATEMENT - Bank reserves the right to require additional financial information

Current Assets \$ \_\_\_\_\_ Current Liabilities \$ \_\_\_\_\_ Net Worth \$ \_\_\_\_\_  
 Total Assets \$ \_\_\_\_\_ Total Liabilities \$ \_\_\_\_\_ Annual gross revenue \$ \_\_\_\_\_  
 Annual net profit \$ \_\_\_\_\_

**IMPORTANT: YOUR MOST RECENT 3 YEARS FINANCIAL STATEMENTS MUST BE ATTACHED BEFORE YOUR APPLICATION WILL BE PROCESSED.**

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:**

This application is submitted to obtain credit and each of the undersigned represents warrants and certifies that the information provided herein is true, correct and complete. I/We agree that Isabella Bank may verify any information provided in the application or otherwise in connection with the request for credit and the issuance of MasterCard Business Credit Cards and may investigate credit and order reports on the Signing Individual(s) and the Business from credit reporting agencies and other appropriate sources, and may use this information, in addition to any business information which may be requested, to evaluate and approve the Application and determine the credit limit and any other terms for the account. I/We understand this offer is subject to the credit policies of this institution. By signing this Application I/we represent that I/we am either a proprietor, authorized representative, partner, officer, employee or agent of the Business submitting this Application and have the authority to legally bind the Business and agree for myself/ourselves individually and jointly on behalf of the Business to be bound by the terms and conditions of the Isabella Bank Business Card Agreement, a copy of which has been provided along with this application. I/We understand that this Agreement is subject to MasterCard Bylaws and that MasterCard and Federal Law prohibits the use of this credit card for any illegal purpose or activity. Receipt of such agreement and acceptance of such terms are to be conclusively presumed by the use of the approved credit limit and/or any MasterCard Business Card issued as a result of this Application. If this is a joint application, the undersigned shall be jointly and severally liable for any and all credit extended from time to time. I/We understand that the Authorizing Signatory and each Authorized Cardholder/User must be an owner or an employee of the Business, 18 years or older, and a U. S citizen or permanent resident alien and that the Business must be a Michigan, U.S.A. business to qualify.

**AUTHORIZING OFFICER MUST BE ONE OF THE FOLLOWING (check the one that applies):**

(Please attach the minutes of the Board meeting and the signed Resolutions of Corporate Board granting authority to sign if a corporation. All other entities except sole proprietor/owner please provide member/partnership agreement granting authority to sign.)

<b>President/Chairman</b>	<b>V.P.</b>	<b>Treasurer</b>	<b>Owner/Proprietor</b>	<b>Partner</b>	<b>Member/Manager</b>
X _____			X _____		
Authorizing Officer's Signature		Title	Date	Authorizing Officer's Signature	
				Title	Date
Social Security # _____		Date of Birth: _____		Social Security # _____	
				Date of Birth: _____	

**CREDIT DISCLOSURES**

ANNUAL PERCENTAGE RATE MONTHLY PERIODIC	ANNUAL MEMBERSHIP FEE	GRACE PERIOD FOR PURCHASES	METHOD OF COMPUTING THE BALANCE FOR PURCHASES	LATE PAYMENT FEE	OVER THE LIMIT FEE	CASH ADVANCE FEE	RETURNED PAYMENT FEE
PRIME + 4.90% (1)VARIABLE 1/12 OF APR	NO REWARDS: NONE ConnectUp Rewards: \$50.00 Per enrolled cardholder	26 DAYS (2) (3)	AVERAGE DAILY BALANCE INCLUDING NEW PURCHASES (2)	\$15.00	NONE	NONE	\$25.00

At the date this application was revised, January 01, 2020, the information listed above was accurate. Because rates and terms are subject to change, you may contact us at Isabella Bank, P. O. Box 100, Mount Pleasant, MI 48804-0100 or by telephone at 989-772-9471 for current rate and terms.

Late Fee: If a payment has not been received and posted to your account by the 10<sup>th</sup> day following its due date, a late fee will be assessed.

(1) Variable Rate – Your rate may vary. The rate is determined by adding the Prime Rate and 4.90% for purchases, balance transfers and cash advances. The Prime Rate used to determine your APR for the billing period ending in any month is the rate published in the Wall Street Journal on the 1<sup>st</sup> day of the prior month.

(2) Credit Purchases: A finance charge will be imposed on Credit Purchases only if you elect not to pay the entire new balance shown on your monthly statement for the billing cycle during which such transactions are posted to your account within 26 days from the closing date of that statement. If you elect not to pay the entire new balance shown on your monthly statement within that 26 day period, a finance charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire new balance is paid in full or until the date of payment if more than 26 days from the closing date. The finance charge for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid finance charges.

(3) Cash Advances: A finance charge will be imposed on Cash Advances from the transaction date of that transaction and will continue to accrue until the date the payment for that cash advance is posted to your account. **There is no grace period for cash advances.**

**IMPORTANT: USA Patriot Act:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**FOR INTERNAL USE ONLY**

Date Approved:	Credit Limit:	Approved By:	Date Declined:	Declined By:	Reason:
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**ISABELLA BANK**  
**BUSINESS CREDIT CARD AGREEMENT AND**  
**DISCLOSURE STATEMENT**

This Business Credit Card Agreement and Disclosure Statement (the "Agreement") governs the use and terms of your Isabella Bank MASTERCARD Business Credit Card Account ("Account"). Please read this Agreement carefully and keep it for your records and future reference. YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT FROM THE FIRST TIME YOU USE THE ACCOUNT. We may terminate your Account at any time, with or without cause, by sending a notice to you. You may not assign your rights or delegate your obligations under this Agreement.

**1. DEFINITIONS**—In this Agreement, the word "Card" means one or more credit cards issued in connection with your Account and by which you can access your Account; the words "you", "your" and "yours" mean the Company; the words "we", "us" or "our" mean Isabella Bank; the word "Account" means your MASTERCARD Business Credit Card Account; the words "Card Debt" mean all charges incurred through use of all Cards issued in connection with the Account, all other charges incurred on the Account, and all fees charged to this Account; the words "Card Debt Limit"(Company Limit) mean the maximum amount of all Card Debt that may be outstanding at any one time; the phrase "Card Transaction Limit" (Credit Limit) means the maximum amount of debt that may be outstanding on one Card at any one time.

**2. CARD ISSUANCE**— we will deliver Cards to you, each of which will be uniquely encoded for use by an individual employee of your Company ("Cardholder"). You represent that you will only provide Cards to persons who are employed full time by you. You will be responsible for distributing the Cards unless we and you agree otherwise. Upon your written request, in a form satisfactory to us, we may issue additional Cards to Company. We will place Card Transaction (Credit) Limits on each Card. We reserve the right to determine who may receive Cards. We have no duty to monitor, limit or report to you any misuse of Cards by the persons you authorize to receive Cards. We assume no duty to assure that Cards are used only for your business purposes. You will notify us immediately if a Card is lost or stolen, or if a person previously authorized to receive or use a Card is no longer authorized by you to use the Card or Account. We may suspend the use of your Account or Card without prior notice if there is a dispute or question regarding anyone's authority to use the Card or Account. We will not be responsible for any delay, loss or cost which occurs due to our refusal to honor or authorize transactions if we are uncertain as to the identity of the Card's user or his/her authority to conduct transactions.

**3. CARD DEBT LIMIT**—you will be assigned an aggregate Card Debt Limit, subject to change only in writing. We may in our sole discretion, but shall have no obligation to, honor transactions which cause Card Debt to exceed the applicable

Card Debt Limit or which exceeds the Card Transaction Limit. You agree to pay all Card Debt, regardless of whether any transaction causes the Card Debt on Card to exceed the Card Debt Limit or Card Transaction Limit. You agree not to permit the outstanding balance of the Account to exceed its assigned Card Debt Limit. If a purchase, cash advance, or other charge would cause the Card Debt Limit on the Account to be exceeded, we can, at our option: (a) refuse to authorize the transaction, or (b) charge the Account for the transaction without giving up any of our rights or remedies under this Agreement. You agree to pay us, no later than the due date shown on your statement, any amount by which the outstanding balance on an Account exceeds the assigned Card Debt Limit. At our discretion, we can increase or decrease the Card Debt Limit on an Account by written notice to you.

**4. PURPOSE**—A Card can be used solely to obtain credit or cash advances for business purposes. **A Card may not be used for personal, family or household purposes, nor may a Card be used for any illegal transaction, including but not limited to, internet gambling.** However, you will be responsible for all amounts charged and credit extended through use of the Cards regardless of purpose.

**5. USING THE ACCOUNT**— A Card can be used to buy goods and services or to obtain cash advances at any place the Card is honored. We will not be liable to you if (a) any merchant refuses to accept or honor your Card, even if that refusal results from restrictions or requirements we impose on your Account, (b) operational problems prevent a transaction from being authorized, or (c) authorization is declined because the balance of your Account exceeds your Card Debt Limit (discussed in Paragraph 3 above) or you are late in making a payment on your Account.

**6. PROMISE TO PAY**—You promise to pay all amounts advanced on Account, and credit extended through the use of each of the Cards (notwithstanding any terms contained on any sales receipts to the contrary), plus all other charges and fees imposed on the Account, all in accordance with the provisions of this Agreement.

**7. FINANCE CHARGES**—Your Account will be subject to the monthly Periodic Finance Charge Rate and corresponding Annual Percentage Rate applicable to the Isabella Bank accounts. Those rates as of the date printed in the lower left corner of this document are set forth in the Initial Disclosure on the attached application and again provided for you in paragraph 26 below. Current rates can be obtained by telephoning us at 989-772-9471 or writing us at Isabella Bank, P O Box 100, Mt Pleasant, MI 48804-0100.

**Credit Purchases:** A Finance Charge on Credit Purchases will be imposed only if you elect not to pay the entire Card Debt shown on your previous monthly statement within 26 days from the closing date of that statement (Due Date). If you

elect not to pay the entire Card Debt shown on your previous monthly statement by the Due Date, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement Due Date and on new Credit Purchases from the date of posting to your Account during the current billing cycle, and will continue to accrue until the Due Date of the billing cycle preceding the date on which the entire Card Debt is paid in full or until the date of payment if payment is made after the Due Date. The Finance Charge for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your Account, and subtracting any payments as received and credits as posted to your Account, but excluding any unpaid finance charges.

**Cash Advances:** A Finance Charge will be imposed on a Cash Advance from the transaction date, and will continue to accrue until the date the payment for that transaction is posted to your account. The Finance Charge for a billing cycle is computed by applying the Monthly Periodic Rate to the average daily balance which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance of your Account at the beginning of the billing cycle) any new Cash Advances received and subtracting any Payments as received or credits as posted to your Account but excluding any unpaid finance charges.

**8. MONTHLY STATEMENTS, PAYMENT OF CARD DEBT, AND LATE CHARGES—**You will receive a statement for each billing cycle during which the Account has an outstanding balance or in which transactions have been posted to the Account. The statement will be sent to you at the address shown on the MASTERCARD Business Card Credit Application or such other address as you provide us in writing. The statement will show any previous balance, any new purchases, cash advances, payments, credits, and other charges posted to the Account, the minimum payment which shall be the greater of \$15.00 or 3% of the Card Debt, and the Due Date for payment in full. You agree to pay, by the Due Date shown on the statement, not less than the minimum payment in U.S. Dollars. Payments may be sent to the address listed on the monthly statement or may be made at [www.isabellabank.com](http://www.isabellabank.com). We will assess a late charge to your Account if your payment has not been posted by the 10<sup>th</sup> day following the due date on your statement. Our decision to impose a late charge will not affect any other right we may have under this Agreement including declaring a default under Paragraph 10 below. Payments will be applied in the following order: fees and finance charges, previously billed amounts, new purchases, cash advances. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance of your Account.

## **9. FEES—**

**Returned Check Fee:** You agree to pay a \$25.00 fee if your check or similar payment instrument is not honored or if we must return it to you because it cannot be processed. This fee will be added to your Account Credit Purchase balance.

**Late Fee:** You agree that a late fee of \$15.00 will be assessed if the required payment is not posted to your Account on or before the 10<sup>th</sup> day following the Due Date shown on your Monthly Statement.

**Card Replacement:** You agree that we may charge you a \$20.00 fee to replace lost Cards.

**Other Fees or Charges:** We reserve the right to, from time to time, impose other fees or charges to the extent permitted by law including but not limited to document reproduction charges or foreign check processing charges. A 1% International Transaction Fee will be assessed on all transactions that take place in a foreign country and will be shown separately from any currency conversion amount. You agree to pay all such charges as may be imposed.

**10. DEFAULT—**the occurrence of any of the following with respect to Company will constitute an event of default hereunder:

- The failure to make any payment when due under this Agreement;
- The filing of a petition by or against Company under any provisions of the Bankruptcy Code;
- The appointment of a receiver or an assignee for the benefit of creditors;
- The commencement of dissolution or liquidation proceedings or the disqualification of Company which is a corporation, partnership, joint venture or any other type of entity;
- The death or incapacity of any Company which is an individual;
- Any financial statement provided to us is false or misleading;
- Any material default in the payment or performance of any obligation for borrowed money, any purchase obligation or any other liability of any kind to any person or entity, including us;
- Any sale or transfer of all or a substantial or material part of the assets of Company, other than in the ordinary course of business;
- Any violation of, breach of or default under any letter agreement, guaranty, security agreement, deed of trust or any other contract or instrument executed in connection with, or securing, this Agreement or any Account;
- Any material adverse change in your financial condition; or
- We conclude the prospect of payment or performance of this Agreement is impaired.

**11. REMEDIES—**if any event of default occurs we may without prior notice to you or Cardholder:

- Require you to pay the full outstanding balance, and other outstanding fees and charges with respect to the Account immediately;
- Suspend further credit privileges on the Account and all Cards;
- Cancel the Account and revoke the Cards; all in addition to such other remedies as we may have with respect to such default.
- Exercise any legally permissible right of setoff against other accounts held by you, including but not limited to accounts held jointly with another person or entity.

**12. COLLECTION COSTS**— you agree to pay all costs and expenses we may incur in collecting amounts owed under this Agreement, or otherwise in enforcing or protecting our rights with respect to the Account, whether or not a lawsuit is filed. These costs and expenses include, but are not limited to, court costs, legal fees, pre and post bankruptcy attorneys' fees (which may be the allocable cost of our in-house counsel) and the expenses of retrieving Cards. We may charge the Account for any or all collection costs incurred.

**13. OTHER RIGHTS TO CANCEL OR SUSPEND CREDIT PRIVILEGES**—you may cancel or suspend credit privileges on the Account at any time by providing us with written notice. Your Card privileges will be canceled on the business day we receive your written notice. We may require you to return all Cards issued for the Account in order to cancel the Account. Except as limited by applicable law, we reserve the right to cancel or suspend credit privileges on the Account at any time (even if you are not in default under this Agreement) by telephoning or writing to you at the address shown in our records for the Account. If credit privileges on an Account are canceled or suspended, we will not be obligated to make further advances on the Account, but you must pay the outstanding balance according to the terms and conditions of this Agreement.

**14. OTHERS USING CARDS**—you agree to pay all amounts charged to the Account by anyone authorized to use a Card or the Account regardless of whether the person is a designated Cardholder. If you wish to end a Cardholder's authorization to use an Account, you must notify us in writing and return all Cards applicable to the Account with such written notice. The Cardholder's credit privileges will be canceled on the business day we receive your written notice.

**15. UNAUTHORIZED USE**—you may be liable for any charge to an Account created by the unauthorized use of a Card, as set forth in this paragraph. If we issue ten (10) or more Cards to you or to Cardholders designated by you, you will be liable for any unauthorized use of such Cards. If we issue fewer than ten (10) Cards to you, or to Cardholders designated by you, you will not be liable for any unauthorized use that occurs after you notify us orally or after we have received your notice in writing, of the loss, theft or possible unauthorized use, but in any case your liability will not exceed \$50.00 per Account. "Unauthorized use" means the use of a Card by a person other than the Cardholder, who does not have authority to use the Card, and from which the Cardholder receives no benefit.

**16. CHANGE IN TERMS**—we may add to, delete or change the terms of this Agreement at any time without your consent, provided we send you written notice prior to the effective date of any change. ANY NEW TERMS MAY, AT OUR OPTION, BE APPLIED TO THE OUTSTANDING BALANCE OF ANY ACCOUNT AT THE TIME OF CHANGE, AS WELL AS TO FUTURE TRANSACTIONS.

**17. OWNERSHIP OF CARDS**—we will at all times own all Cards provided in connection with the Account. Company, its Cardholders and other persons you authorize to use the Cards are entitled to use the Cards in accordance with this Agreement, but you must return them to us immediately upon our request, or upon Account closure.

**18. FINANCIAL AND OTHER INFORMATION**—From time to time, you agree to promptly provide us with such financial statements and other information as we may request regarding Company and its financial affairs, including a current list of Cardholders and other persons in possession of Cards issued with respect to any Account. We are authorized to request and receive, from time to time, information from others concerning Company and its credit history, and to answer questions from others (such as credit reporting agencies) about Company's credit or our other experience with Company.

**19. CHANGE OF NAME OR ADDRESS**—if you move or change your name or telephone number from the address, name, or telephone number shown on the Business Credit Card Application, you agree to give us written notice within 20 days.

**20. LOST OR STOLEN CARDS**—If a Card is lost or stolen, or is being used or may be used in an unauthorized manner, you agree to notify us at once by telephone (24 hours a day, 7 days a week) toll free at **866-563-1335** or by delivering written notice to Isabella Bank, **139 E. Broadway, P.O. Box 100, Mt. Pleasant, Michigan 48858-0100.**

**21. FOREIGN TRANSACTIONS**—Payments must be made in U.S. dollars. A foreign currency transaction will be converted into U.S. dollars. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by MASTERCARD from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MASTERCARD itself receives; or the government-mandated rate in effect for the applicable central processing date; in each instance, plus 1%. This 1% adjustment is made for all international transactions regardless of whether there is a currency conversion associated with the transaction. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. You agree to pay the converted dollar amount to us, including any charges that may be imposed due to the foreign currency conversion.

**22. WAIVER**—We may delay or waive enforcement of any provision of this Agreement with respect to an Account without losing our rights to enforce the same provision later, or another provision at another time with respect to any Account.

**23. NOTICES**—we may send all notices to you at the address to which the periodic statement for an Account is mailed. You will send all notices to us to the address shown on the most recent periodic statement for an Account.

**24. GOVERNING LAW; VENUE; JURY TRIAL WAIVER**—This Agreement, unless otherwise stated, shall be governed by the laws of the state of Michigan. Any litigation arising out of this Agreement shall be brought in a court of competent jurisdiction located in the state of Michigan. COMPANY AND ISABELLA BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO THIS

AGREEMENT. NOTWITHSTANDING THE ABOVE, ANY CAUSE OF ACTION BASED UPON THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR FROM THE DATE IT ARISES OR IT WILL BE BARRED. THIS LIMITATION IS INTENDED TO INCLUDE TORT, CONTRACT, AND ALL OTHER CAUSES OF ACTION FOR WHICH YOU AND WE MAY LAWFULLY CONTRACT TO ESTABLISH LIMITATIONS FOR BRINGING SUIT.

**25. SEVERABILITY** – IF ANY TERM IN THIS AGREEMENT IS DETERMINED TO BE UNENFORCEABLE, THE REMAINING TERMS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

**26. CREDIT DISCLOSURES**

ANNUAL PERCENTAGE RATE MONTHLY PERIODIC	ANNUAL MEMBERSHIP FEE	GRACE PERIOD FOR PURCHASES	METHOD OF COMPUTING THE BALANCE FOR PURCHASES	LATE PAYMENT FEE	OVER THE LIMIT FEE	CASH ADVANCE FEE	RETURNED PAYMENT FEE
PRIME + 4.90% (1)VARIABLE 1/12 APR	NO REWARDS: NONE CONNECTUP REWARDS: \$50.00 PER ENROLLED CARDHOLDER	26 DAYS (2) (3)	AVERAGE DAILY BALANCE INCLUDING NEW PURCHASES (2)	\$15.00	NONE	NONE	\$25.00

At the date this agreement and disclosure statement was revised, 01/01/2020, the information listed above was accurate. Because rates and terms are subject to change, you may contact us for the current information by writing to us at Isabella Bank, P. O. Box 100, Mount Pleasant, MI 48804-0100 or telephone us at 989-772-9471.

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**(1) Variable Rate** – Your rate may vary. The rate is determined by adding the Prime Rate and 4.90% for purchases, balance transfers and cash advances. The Prime Rate used to determine your APR for the billing period ending in any month is the rate published in the Wall Street Journal on the 1<sup>st</sup> day of the prior month. The monthly periodic rate is calculated by dividing the annual percentage rate by 12.

**(2) Credit Purchases:** A finance charge will be imposed on Credit Purchases only if you elect not to pay the entire new balance shown on your monthly statement for the billing cycle during which such transactions are posted to your account within 26 days from the closing date of that statement. If you elect not to pay the entire new balance shown on your monthly statement within that 26 day period, a finance charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire new balance is paid in full or until the date of payment if more than 26 days from the closing date. The finance charge for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid finance charges.

**(3) Cash Advances:** A finance charge will be imposed on Cash Advances from the transaction date of that transaction and will continue to accrue until the date the payment for that cash advance is posted to your account. **There is no grace period for cash advances**

**YOUR USE OF THE ACCOUNT EITHER BY USE OF THE BUSINESS CREDIT CARD OR OTHERWISE INDICATES YOUR AGREEMENT TO THE TERMS AND PROVISIONS OF THE ISABELLA BANK BUSINESS CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT.**

I HAVE READ THIS AGREEMENT, HAVE BEEN PROVIDED A COPY OF THE AGREEMENT AND AGREE WITH ITS TERMS.

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Company Name

---

Signature of Authorizing Officer

---

Printed Name and Title of Authorizing Officer

---

Date

---

Signature of Authorizing Officer

---

Printed Name and Title of Authorizing Officer

---

Date

**GUARANTY**

The undersigned hereby request ISABELLA BANK (hereinafter referred to as "Bank") whose main office is located in Mount Pleasant, Michigan 48858, to give and provide MASTERCARD Business Card revolving lines of credit to \_\_\_\_\_ (hereinafter referred to as "Borrower") and in consideration of said revolving lines of credit and advances so granted to Borrower, the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee prompt payment when due of any and all existing and future indebtedness of the Borrower to the Bank.

The undersigned expressly waive notice of acceptance of this Guaranty, together with presentment, demand, protest, notice of protest and dishonor, and all defenses on the grounds of any one or more extensions of time of payment, and diligence in the collection of any liabilities of Borrower including any right to require the Bank to sue or otherwise enforce payment thereof.

Notwithstanding anything to the contrary in this Guaranty, the Guarantor hereby irrevocably waives all rights it may have at law or in equity (including, without limitation, and law subrogating the Guarantor to the rights of the Beneficiary) to seek contribution, indemnification, or any other form of reimbursement from the Borrower, any other Guarantor or any other person now or hereafter primarily or secondarily liable for any obligation of the Borrower to the Beneficiary for any disbursement made by the Guarantor under or in connection with this Guaranty or otherwise.

If claim is ever made upon the Bank for repayment or recovery of any amount or amounts received by the Bank in payment or on account of any of the liabilities and the Bank repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over the Bank or any of its property, or (b) any settlement or compromise of any such claim effected by the Bank with any such claimant (including the Borrower), then and in such event the undersigned agree that any such judgment, decree, order, settlement or compromise shall be binding upon the undersigned notwithstanding any revocation hereof or the cancellation of any note or other instrument evidencing any liability of the Borrower, and the undersigned shall be and will remain liable to the Bank hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Bank.

It is understood that the liability of the undersigned is several and independent of any other guarantees at any time in effect with respect to all or any part of Borrower's liabilities to the Bank; that this Guaranty shall continue until written notice of the discontinuance thereof shall be received by the Bank, after which no new or additional credit or indebtedness shall be covered by it; and that this Guaranty shall also bind the heirs, personal representatives, successors, and assigns of the undersigned and shall inure to the Bank, its successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Guarantor)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Guarantor)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Guarantor)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Guarantor)



**Note\* This Resolution is for Corporations only. LLC's will need an operating agreement or single member bylaws.**

**RESOLUTIONS OF CORPORATE BOARD  
Authority to Procure MasterCard Business Card Lines of Credit**

**I HEREBY CERTIFY**, that I am the duly elected and qualified Secretary of the Board of Directors of \_\_\_\_\_ (Corporation) and the keeper of the records and corporate seal of said Corporation; that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors thereof held in accordance with its By-Laws at its offices at on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and that the same are now in full force.

**COPY OF RESOLUTIONS**

**BE IT RESOLVED**, that the (insert titles only) \_\_\_\_\_ of this Corporation, or their/his successors in office, or any (insert number required to sign) \_\_\_\_\_ of them be and they/he hereby are/is authorized for, on behalf of, and in the name of this Corporation to:

- (a) Negotiate and procure MASTERCARD Business Card revolving lines of credit from Isabella Bank (Lender), whose main office is located at 139 E Broadway, Mount Pleasant, MI 48858, up to any amount not exceeding (if there is no limit, so indicate) \_\_\_\_\_ \$ \_\_\_\_\_ in the aggregate at any one time outstanding;
- (b) Give security for any liabilities of this Corporation to said Lender by pledge or assignment or lien upon any real or personal property, tangible or intangible, of this Corporation and
- (c) Execute in such form as may be required by Lender all notes and other evidences of such lines of credit, all instruments of pledge, assignment of lien, and that none of the same shall be valid unless so signed or endorsed provided, however, that the endorsement of promissory notes discounted may be effected by any one of them.

**RESOLVED FURTHER**, that said Corporation is and it is hereby authorized and directed to pay the proceeds of any such lines of credit or discounts as directed by the persons so authorized to sign. The Corporation agrees to be bound by the terms and conditions of the Isabella Bank MASTERCARD Cardholder Agreement, a copy of which has been provided the Corporation herewith. Receipt of such agreement and acceptance of such terms to be conclusively presumed by the use of any MASTERCARD Business Card issued to said Corporation.

**RESOLUTION OF CONTINUING VALIDITY:** Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

**I HEREBY FURTHER CERTIFY** that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures appearing hereon are the genuine, original signatures of each respectively:

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct.

**(PLEASE SUPPLY GENUINE SIGNATURES HEREUNDER)**

\_\_\_\_\_ President Vice-President

\_\_\_\_\_ Treasurer Asst. Treasurer

\_\_\_\_\_ Secretary Asst. Secretary

**IN WITNESS WHEREOF**, I have hereunto affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereto affixed this day of , 20 .

**IMPRINT  
SEAL HERE**

\_\_\_\_\_  
**Secretary of the Board of Directors**

I hereby certify that I am a Director of said Corporation and that the foregoing is a correct copy of resolutions passed as therein set forth, and that the same are now in full force.

\_\_\_\_\_  
(To be signed by a Director other than the Secretary of the Board)



ADDENDUM A
ISABELLA BANK BUSINESS CARD
CREDIT APPLICATION

ISSUE BUSINESS CREDIT CARDS TO THE FOLLOWING INDIVIDUALS IN ACCORDANCE WITH OUR ORIGINAL APPLICATION DATED \_\_\_\_\_ AND GOVERNED BY THE ISABELLA BANK BUSINESS CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT NOW IN AUTHORITY:

\*Cards will have consolidated statement billing to be paid at the control level on behalf of the card holders unless requested otherwise.

Card 1

Cardholder Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_
Social Security#: \_\_\_\_\_ Date of birth: \_\_\_\_\_ Cell phone: \_\_\_\_\_
Email Address: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_ \*ConnectUP Rewards:

Card 2

Cardholder Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_
Social Security#: \_\_\_\_\_ Date of birth: \_\_\_\_\_ Cell phone: \_\_\_\_\_
Email Address: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_ \*ConnectUP Rewards:

Card 3

Cardholder Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_
Social Security#: \_\_\_\_\_ Date of birth: \_\_\_\_\_ Cell phone: \_\_\_\_\_
Email Address: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_ \*ConnectUP Rewards:

Card 4

Cardholder Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_
Social Security#: \_\_\_\_\_ Date of birth: \_\_\_\_\_ Cell phone: \_\_\_\_\_
Email Address: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_ \*ConnectUP Rewards:

Card 5

Cardholder Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_
Social Security#: \_\_\_\_\_ Date of birth: \_\_\_\_\_ Cell phone: \_\_\_\_\_
Email Address: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_ \*ConnectUP Rewards:

Card 6

Cardholder Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_
Social Security#: \_\_\_\_\_ Date of birth: \_\_\_\_\_ Cell phone: \_\_\_\_\_
Email Address: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_ \*ConnectUP Rewards:

\*ConnectUp Rewards pamphlet is available for program disclosure.

Authorizing Officer must be one given that authority in the Corporate Resolution (Membership Agreement) on file with Isabella Bank.

Authorizing Officer's Signature Date

Authorizing Officer's Signature Date

Please print name and title

Please print name and title