

# M&T Bank Visa® Charge Cards and Card Products Agreement

Application, Election and Pricing Form  
for Visa® Charge Cards and Card Products

Resolution, Incumbency and Signature Document

## APPLICATION, ELECTION, AND PRICING FORM FOR VISA® CHARGE CARDS AND CARD PRODUCTS

**CLIENT NAME:** \_\_\_\_\_

All capitalized terms used in this document shall have the meanings given to them in M&T Bank’s Visa® Charge Cards and Card Products Agreement (the “Agreement”).

By submitting this Election Form, you authorize Bank and its Affiliates to obtain, share, verify and review any financial or other information (including consumer and/or business reports from others) Bank or its Affiliates deem appropriate about you and your Cardholders in connection with this Election Form and the Agreement. Upon request, Bank will let you know if Bank obtained a credit report, and if so, the name and address of the credit reporting agency furnishing the credit report. To make such a request, contact your relationship manager.

APPLICATION Cards and Credit Limits Requested					
<input type="checkbox"/> CORPORATE CARDS	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%; text-align: right;">_____</td> <td style="border: none; width: 50%; text-align: left;">_____</td> </tr> <tr> <td style="border: none; text-align: right;">Credit Limit Requested at Initial Set up</td> <td style="border: none; text-align: left;">Number of Cards Requested at Initial Set up</td> </tr> </table>	_____	_____	Credit Limit Requested at Initial Set up	Number of Cards Requested at Initial Set up
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<input type="checkbox"/> EXECUTIVE CARDS	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%; text-align: right;">_____</td> <td style="border: none; width: 50%; text-align: left;">_____</td> </tr> <tr> <td style="border: none; text-align: right;">Credit Limit Requested at Initial Set up</td> <td style="border: none; text-align: left;">Number of Cards Requested at Initial Set up</td> </tr> </table>	_____	_____	Credit Limit Requested at Initial Set up	Number of Cards Requested at Initial Set up
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<input type="checkbox"/> PURCHASING CARDS	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%; text-align: right;">_____</td> <td style="border: none; width: 50%; text-align: left;">_____</td> </tr> <tr> <td style="border: none; text-align: right;">Credit Limit Requested at Initial Set up</td> <td style="border: none; text-align: left;">Number of Cards Requested at Initial Set up</td> </tr> </table>	_____	_____	Credit Limit Requested at Initial Set up	Number of Cards Requested at Initial Set up
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<input type="checkbox"/> COMMERCIAL CARDS	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%; text-align: right;">_____</td> <td style="border: none; width: 50%; text-align: left;">_____</td> </tr> <tr> <td style="border: none; text-align: right;">Credit Limit Requested at Initial Set up</td> <td style="border: none; text-align: left;">Number of Cards Requested at Initial Set up</td> </tr> </table>	_____	_____	Credit Limit Requested at Initial Set up	Number of Cards Requested at Initial Set up
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<input type="checkbox"/> VIRTUAL CARDS	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%; text-align: right;">_____</td> <td style="border: none; width: 50%; text-align: left;">_____</td> </tr> <tr> <td style="border: none; text-align: right;">Credit Limit Requested at Initial Set up</td> <td style="border: none; text-align: left;">Number of Cards Requested at Initial Set up</td> </tr> </table>	_____	_____	Credit Limit Requested at Initial Set up	Number of Cards Requested at Initial Set up
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<input type="checkbox"/> M&T SUPPLIERPAY	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%; text-align: right;">_____</td> <td style="border: none; width: 50%; text-align: left;">_____</td> </tr> <tr> <td style="border: none; text-align: right;">Credit Limit Requested at Initial Set up</td> <td style="border: none; text-align: left;">Number of Cards Requested at Initial Set up</td> </tr> </table>	_____	_____	Credit Limit Requested at Initial Set up	Number of Cards Requested at Initial Set up
_____	_____				
Credit Limit Requested at Initial Set up	Number of Cards Requested at Initial Set up				
_____ Aggregate Maximum Credit Limit					
CLIENT INFORMATION					
_____ Address of Client’s Principal Place of Business: Street Address, City, State, Zip Code	_____ TIN# (EIN of Client)				
_____ Mailing Address: Street Address, City, State, Zip Code (If different from above)	_____ Phone Number				
_____ State or Country (if not U.S.) where Client is organized	_____ Nature of Business				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">               Is this entity regulated?    NO    YES             </td> <td style="width: 50%; padding: 5px;">               Is this entity Publicly Traded?    NO    YES             </td> </tr> <tr> <td style="padding: 5px;">               If Yes, provide the Name &amp; Country of Regulatory Agency                _____             </td> <td style="padding: 5px;">               If Yes, Name of Exchange: _____ Symbol: _____             </td> </tr> </table>	Is this entity regulated?    NO    YES	Is this entity Publicly Traded?    NO    YES	If Yes, provide the Name & Country of Regulatory Agency _____	If Yes, Name of Exchange: _____ Symbol: _____	
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If Yes, provide the Name & Country of Regulatory Agency _____	If Yes, Name of Exchange: _____ Symbol: _____				
Client Structure (please check the applicable category) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Government <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Not for Profit <input type="checkbox"/> S Corporation <input type="checkbox"/> Other, please specify: _____					

M&T Bank Designated Deposit Account

M&T Bank Routing Number

Statement Cycle (Default Month-end)

Remittance Period (Calendar Days)

**AFFILIATE INFORMATION**

Affiliate Legal Name (Including dba names)

TIN # (EIN of Affiliate)

Address of Affiliate's Principal Place of Business: Street Address, City, State, Zip Code

Nature of Business

Mailing Address: Street Address, City, State, Zip Code (If different from above)

Phone Number

State or Country (if not U.S.) where Affiliate is organized

\$  
Credit Limit

Is this entity regulated? ____NO ____YES	Is this entity Publicly Traded? ____NO ____YES
If Yes, provide the Name & Country of Regulatory Agency	If Yes, Name of Exchange: _____ Symbol: _____

Client Structure (please check the applicable category)  Sole Proprietorship  Partnership  Corporation  
 Professional Corporation  Government  LLC  LLP  Not for Profit  S Corporation  
 Other, please specify: \_\_\_\_\_

M&T Bank Designated Deposit Account

M&T Bank Routing Number

Statement Cycle (Default Month-end)

Remittance Period (Calendar Days)

**CARD PROGRAM ADMINISTRATOR**

Primary Card Program Administrator  Set up as Organization Administrator in CentreSuite

Legal Name and Title

Phone Number

Email Address

Identification Number

Date of Birth

Country of Residence

Citizenship

Address: Street Address, City, State, Zip Code

Signature

First Alternate Card Program Administrator  Set up as Organization Administrator in CentreSuite

Legal Name and Title

Phone Number

Email Address

Identification Number

Date of Birth

Country of Residence

Citizenship

Address: Street Address, City, State, Zip Code

Signature

Second Alternate Card Program Administrator  Set up as Organization Administrator in CentreSuite

Legal Name and Title	Phone Number	Email Address
Identification Number	Date of Birth	Country of Residence      Citizenship
Address: Street Address, City, State, Zip Code		Signature

**PRICING SCHEDULE FOR CARD PROGRAM**

<b>Annual Membership Fee per Card:</b>	
<input type="checkbox"/> Tiered Fee-Determined on Aggregate Card Purchases Volume of Aggregate Spend:      Annual Fee per card: \$0 - \$100,000                      \$45.00 \$100,000 - \$200,000              \$35.00 \$200,000 - \$300,000              \$25.00 >\$300,000                              \$0.00	<input type="checkbox"/> Flat Fee \$ _____ per card  <input type="checkbox"/> Annual Executive Card Fee \$395.00 per card  <input type="checkbox"/> Annual Rewards Fee \$45.00 per card
<b>Annual Billing Account Fee:</b> An annual fee charged for maintaining Client's master billing and collateral account, which includes data on all Cardholders, and an additional Annual Membership Fee that is charged for each subsidiary or division billing account.	\$ _____
<b>Cash Advance Fee:</b> A service charge for each Loan advanced under the Account (only applicable to a Client who has cash advance access available).	2% of the Loan amount or \$2.00, whichever is greater
<b>Express Card Fee:</b> A one-time charge for each Card requested to be sent by rush delivery.	\$20.00 per card
<b>Implementation Fee:</b> A one-time charge for establishing the Account and the production of any documents necessary to establish the Account or Bank's security interest in any collateral pledged to secure the Account.	\$ _____
<b>Late Charge:</b> A charge for failure to pay as required under the Agreement.	2.00 % of the unpaid amount or \$25.00, whichever is greater
<b>Card Customization Fee:</b> A one-time fee for customizing all Cards issued with Client's name and/or logo.	\$ _____
<b>Paper Statement Fee:</b> A monthly fee charged for paper statements. Electronic statements are offered at no charge.	\$10.00 per month
<b>Report Fee:</b> The fee for each periodic report of Account expenditures requested by Client.	\$ _____
<b>Returned Item Fee:</b> The fee for any check or other payment item tendered by Client that is returned unpaid for any reason.	\$20.00 per instance
<b>Transmission Fee:</b> A monthly fee if Client elects to receive one or more reports by electronic transmission either in addition to any report sent by mail or in lieu of such reports.	\$ _____
<b>Statement Copy Fee:</b> Charge per statement requested with a statement period that is more than one year prior to the date of request.	\$10.00 per statement
<b>Supplier Enrollment:</b> An optional service that offers assistance with enrolling suppliers or vendors to accept Cards as a form of payment.	No Charge

In the case of multiple Clients, the fees listed above apply to each Client individually.

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**CENTRESUITE**

Electing CentreSuite

In the case of multiple Clients, the election above is deemed to apply to all Clients.

**CENTRESUITE MODULES**

**Statements Only:** Ability to view and/or download Commercial Card statements online. No reporting available.

**Statements & Accounts Module:** Cardholder Maintenance, real-time accounting review. Includes the following reports: Program Change Request Audit Report, Cardholder Profile Report, and User Profile Report

**Expense Module:** Transaction Management & Data Exporting. Includes the following reports: Program Change Request Audit Report, Cardholder Profile Report, User Profile Report, Allocation Analysis Report, Expense Report, Merchant Report, Multiple Transaction Exception Report, Statement of Account Report, and Transaction Report.

**Expense Routing & Approval:** Automate, allocate, review expense approval. Program Change Request Audit Report, Cardholder Profile Report, User Profile Report, Allocation Analysis Report, Expense Report, Merchant Report, Multiple Transaction Exception Report, Statement of Account Report, Expense Summary Report, Expense Unassigned Transaction Report

Please enter accounting system you currently use: \_\_\_\_\_

**CentreSuite Organization Administrator:**  Select if different from Card Program Administrator on page 3

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**CENTRESUITE PRICING**

**Implementation Fee:** \$ \_\_\_\_\_ **Monthly Fee:** \$ \_\_\_\_\_ **Custom Mapper Fee:** \$ \_\_\_\_\_  
one-time charge one-time charge

**Custom Programming Fee:** \$ \_\_\_\_\_ **Routing & Approval:** \$ \_\_\_\_\_ **Other:** \_\_\_\_\_  
per hour additional monthly fee

**Digital Images Fee:**  \_\_\_\_\_

Aggregate Monthly Card Spend	Monthly Fee
<\$100,000.00	\$30.00
>\$100,000.00	\$0.00

**Additional Optional CentreSuite Functionality-All Modules:**

On-line Payments  Temporary Credit Limit  Alerts  Emulation  Auto Expense Reports

**Expense Routing & Approval Module Functionality:**

Description  Submit Electronic Out of Pocket Expenses  Out of Pocket Notes Required

Attendees & Purpose Required  Mileage Rate \$ \_\_\_\_\_  Digital Image

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**VISA® PAYABLES AUTOMATION (VISA ONLINE) SERVICES**

Electing Visa® Payables Automation

In the case of multiple Clients, the election above is deemed to apply to all Clients.

**Client's Technical Contact Information**

Name and Title \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

**Visa® Payables Automation Administrator**  Select if different from Card Program Administrator on page 3

\_\_\_\_\_  
Name and Title Phone Number Email Address

**VISA® PAYABLES AUTOMATION PRICING**

<b>Implementation Fee:</b> \$ _____ one-time charge	<b>Monthly Fee:</b> \$ _____
<b>Transaction Fee:</b> \$ _____ per transaction	<b>Other Fee:</b> \$ _____ Description of Fee _____

**M&T SUPPLIERPAY**

Electing M&T SupplierPay

In the case of multiple Clients, the election above is deemed to apply to all Clients.

**M&T SupplierPay Administrator**  Select if different from Card Program Administrator on page 3

\_\_\_\_\_  
Name and Title Phone Number Email Address

\_\_\_\_\_  
Name and Title Phone Number Email Address

**Dual Approvers:** SupplierPay allows Client to select a single approver or dual approver setting. M&T and Provider strongly recommend that Client select the dual approver setting. If Client opts out of the dual approver setting, the SupplierPay purchases will be authorized by the originator only.

**Make a selection for each item below by checking the applicable box.**

**Manage Users:**

Originator as approver + 1 Independent client approver  2 Independent client approvers  Opt out of any dual approval

**Manage Vendors:**

Originator as approver + 1 Independent client approver  2 Independent client approvers  Opt out of any dual approval

**Manage Payment File:**

Originator as approver + 1 Independent client approver  2 Independent client approvers  Opt out of any dual approval

Opt out of all Dual Approvers options above

**M&T SUPPLIERPAY PRICING**

<b>Implementation Fee:</b> \$ _____ one-time charge	<b>Monthly Fee:</b> \$ _____ one-time charge
<b>Transaction Fee:</b> \$ _____ per transaction	<b>Other Fees:</b> \$ _____ per transaction
<b>Description of Fee:</b> _____	

**DIGITAL WALLETS**

**Apple Pay, Google Pay, and Samsung Pay**

*Digital wallets functionality will be added automatically unless Client selects "Opt Out of Digital Wallet" below.*

**Opt Out of Digital Wallet**

In the case of multiple Clients, the election above is deemed to apply to all Clients.

**DATA SERVICES**

<input type="checkbox"/> <b>Socioeconomic Reporting:</b> \$ _____	<input type="checkbox"/> <b>Third Party:</b> _____ \$ _____
<input type="checkbox"/> <b>1099 Reporting:</b> \$ _____	<input type="checkbox"/> <b>Other:</b> \$ _____
<input type="checkbox"/> Visa Business Solutions/Intuit (Quickbooks) \$ _____ By checking the box for Visa Business Solutions, Client agrees that additional terms apply, set forth in a self-registration portal.	Describe: _____ _____

**OTHER DOCUMENTS**

<input type="checkbox"/> Pledge Agreement	<input type="checkbox"/> General Security Agreement	<input type="checkbox"/> Corporate Guaranty
<input type="checkbox"/> Personal Guaranty	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

*Documents selected above will be sent separately*

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**RESOLUTION, INCUMBENCY AND SIGNATURE PAGE  
FOR VISA® COMMERCIAL CARDS AND CARD PRODUCTS  
("SIGNATURE DOCUMENT")**

**Cards and Card Products.** Bank is an issuer of Visa® Cards. Through third parties, Bank also provides certain card management products and services that include various products and levels of Card processing, management and other functions (as further defined in the Agreement, the "Card Products"). Bank may issue, assign and provide to Client the types of Cards and/or Card Product(s) elected by Client in the Election Form.

**Card Program Documents.** The "Card Program Documents" between Bank and Client for the provision of Cards and Card Products consist of and incorporate each of the following: (a) this Signature Document; (b) the Election Form; (c) the Agreement for Visa® Charge Card and Card Products (the "Agreement"); (d) any other documents or schedules applicable to or required for the opening and maintenance of an Account or Card Product; and (e) the Visa Rules. Capitalized terms used but not defined in this Signature Document have the meanings in the Agreement.

**Agreement to be Bound.** By signing below, Client agrees to the terms and conditions set out in the Card Program Documents, and represents and warrants that: (a) Client has received the Card Program Documents; (b) the person signing on behalf of Client below is duly authorized to sign on behalf of and legally bind Client to the Card Program Documents; and (c) the Card Program Documents constitute a legally binding obligation of Client enforceable against Client in accordance with their terms and conditions.

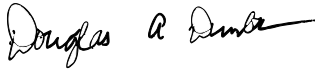
**Application and Election Form Subject to Final Credit Approval.** Client acknowledges that: (a) the Election Form is subject to final credit approval in accordance with Bank's credit approval process; (b) additional information may be required in order to make a final credit decision; (c) if approved, the actual credit granted may be less than the amount requested by Client; and (d) credit limits for Cards with declining balance functionality cannot exceed at any time the Maximum Credit Limit.

**Joint and Several Liability.** If there is more than one Client, each of them is jointly and severally liable under the Card Program Documents, even though an Account may not be used by every Client.

**Effective Date.** The Card Program Documents are effective as of the earlier of the date: (a) Bank receives an original signed and completed copy of this Signature Document; or (b) Client uses or authorizes a Cardholder to use an Account. An electronically signed copy has the same legal effect as delivery of a signed original.

**SIGNATURES**

**M&T BANK:**



Douglas A. Dunbar, Vice President

(Facsimile signature permitted for Bank only)

CLIENT: _____	
Authorized Signature 1 _____	Printed Name and Title _____
Date: _____	
Authorized Signature 2 _____	Printed Name and Title _____
Date: _____	
Authorized Signature 3 _____	Printed Name and Title _____
Date: _____	

## CLIENT GENERAL CERTIFICATE

FROM: \_\_\_\_\_ (“Client”)

The undersigned hereby certifies that he/she has the power and authority to execute and deliver this Client General Certificate to M&T Bank and its affiliates (collectively, “Bank”) on behalf of Client. The undersigned further certifies that the following are true and correct:

**1) Resolutions.** The resolutions set forth below the signature block to this Certificate (the “Resolutions”) were duly adopted by Client’s board of directors (if a corporation), members or managers (if a limited liability company), partners (if a general partnership) or such other governing body applicable to Client, at a meeting duly called and held, or by unanimous consent, on \_\_\_\_\_, 20\_\_\_\_; and that (a) none of the Resolutions have been rescinded, revoked or modified in any way, (b) each Resolution is in full force and effect on the Certificate Date, and (c) neither the Resolutions nor any action taken or to be taken pursuant to any of the Resolutions violates, or will result in any violation of (i) any statute, regulation or other law applicable to Client or the governing documents applicable to Client, (ii) any instrument, agreement or document to which Client is a party, or (iii) by which Client or any of its assets is bound.

**2) Incumbency.** Each person whose name appears below, has been duly elected or appointed to and qualified for the title/position at the Client (“Position”) opposite such name; and that (a) on the Certificate Date such person holds such Position, (b) each signature appearing below is a true specimen of the signature of the person whose signature it purports to be, and (c) such person has the authority to execute any of the documentation and agreements governing the Visa® cards and card management products and services offered by Bank and obtained by Client.

<u>NAME</u>	<u>TITLE/POSITION</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**3) Organization and Standing.** Client is duly organized, validly existing and in good standing under the laws of the State/Commonwealth of \_\_\_\_\_. No petition for dissolution has been filed or is pending. Client has, and at the time of adoption of the Resolutions had, full power and lawful authority to adopt the Resolutions and to confer the powers granted in them to the Positions or persons named or referenced in the Resolutions (including any delegation of powers);

and any person holding such Position or the person so named or referenced shall have full power and lawful authority to exercise those powers. No other action or consent of any other person or entity is necessary in order for this Certificate or the Resolutions to be effective.

**4) Shareholder Consent to Guaranty (Corporation Only).** If Client is a corporation and Client is guarantying the debt of another party, subordinating debt in favor of Bank, or pledging assets to secure the debt of another party, the shareholders holding at least two-thirds of the shares entitled to vote consented and approved at a shareholders' meeting, duly called and held on \_\_\_\_\_, 20\_\_\_\_\_, that the Client is empowered to execute and deliver to the Bank the agreements authorized pursuant to the Resolutions. If the shareholder approval was by written consent, then attached to this Certificate is a Shareholder Consent that constitutes the unanimous written consent of all shareholders of Client.

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**Signature:**

\_\_\_\_\_  
Signature of second authorized signer (if necessary)

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

**[Note regarding who can be the second authorized signer:** If the person signing in the Incumbency section is authorized to transact business by any Resolutions, this Certificate should be signed by a second officer, director, member or partner of Client, unless Client is a single owner and has no other officer, director or member. The person signing above can be the corporate secretary or an officer authorized to certify.

RESOLUTIONS

RESOLVED, that Client is authorized to enter into the documentation and agreements governing the Visa® cards and card management products and services offered by Bank and obtained by Client (the "Documents"); and it is further

RESOLVED, that the signer of the Documents and any other person listed under Incumbency above (an "Authorized Person") is authorized, on behalf of Client, to enter into the Documents and to take all actions there under, pursuant thereto or in connection therewith; and it further

RESOLVED, that the authority conferred by these resolutions is retroactive and any action heretofore taken by any person (including but not limited to an Authorized Person) on behalf of Client with respect to the Documents is ratified and confirmed; and it is further

RESOLVED, that the foregoing resolutions shall remain in full force and effect and may be relied upon, notwithstanding the dissolution or termination of existence of Client or any change in the identity of, or any modification or termination of any authority of, any Authorized Person, until (a) a copy of a subsequent resolution revoking or amending them, duly certified by an Authorized Person of Client, shall be actually received by the account officer of Bank responsible for the obligations of Client, and (b) Bank shall have had a reasonable time to act thereon (and any action taken by Bank prior to such actual receipt and passage of time shall be binding upon the Client, irrespective of when such resolutions may have been adopted).

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