

**Bankers' Bank, Madison WI**

**IMPORTANT INFORMATION ABOUT  
PROCEDURES FOR OBTAINING CREDIT**

**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 obtains credit.**

**What this means for you: When you obtain credit, 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.**

## Application Disclosure Table

Bankers' Bank

Visa® Platinum Business Cash Rewards Credit Card

This Application Disclosure Table is incorporated into and is made part of your Credit Card Agreement.

The information in this table was printed and is accurate as of 03/21/2023 and is subject to change after this date. Contact your community banker to learn of any change in the information since it was printed by mailing your request to Bankers' Bank, 7700 Mineral Point Rd, Madison Wisconsin 53717.

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>15.75%</b> This APR will vary with the market based on the Prime Rate. *
<b>APR for Balance Transfers</b>	<b>15.75%</b> This APR will vary with the market based on the Prime Rate. *
<b>APR for Cash Advances</b>	<b>15.75%</b> This APR will vary with the market based on the Prime Rate. *
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	None
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .

## Fees

<b>Annual Fee</b>	<b>\$0</b>
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>• Balance Transfer</li> </ul>	None
<ul style="list-style-type: none"> <li>• Cash Advance</li> </ul>	Either <b>\$5</b> or <b>2%</b> of the amount of each cash advance, whichever is greater.
<ul style="list-style-type: none"> <li>• Foreign Transaction</li> </ul>	Up to <b>1%</b> of each transaction in U.S. dollars.
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Payment</li> </ul>	Up to <b>\$25</b>
<ul style="list-style-type: none"> <li>• Over-the-Credit Limit</li> </ul>	Up to <b>\$25</b>
<ul style="list-style-type: none"> <li>• Return Payment</li> </ul>	Up to <b>\$25</b>

**How Will We Calculate Your Balance:** We use a method called “Average Daily Balance (including new purchases)”. See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided with your Cardholder Agreement.

**How We Will Calculate Your Variable APRs:** We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal two business days (not weekends or federal holidays) before the closing date shown on your billing statement. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.

**Prime Rate:** Variable APRs are based on the **7.75%** Prime Rate as of February 1, 2023.

**Balance Transfer APR:** For Balance Transfer transactions, we add a Margin of **8%** to the Prime Rate of **7.75%**. The Balance Transfer APR may increase or decrease each month if the Prime Rate changes.

**Cash APR:** For Cash transactions, we add a Margin of **8%** to the Prime Rate of **7.75%**. The Cash APR may increase or decrease each month if the Prime Rate changes

**Military Lending APR:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application

fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

**Verbal Military Lending Act Disclosures:** If you would like more information or would like to obtain verbal Military Lending Act disclosures, please call the DMDC DEERS Support Office (DSO) at 1-800-538-9552.

**NOTICE:** You agree that we may obtain and use consumer credit reports and exchange credit information in connection with this offer and any update, renewal or extension of credit we may extend to you. If you request, we will inform you whether any credit report was requested and, if so, the name and address of the consumer reporting agency which furnished the report. As permitted by law, we may share account and other information as well as information contained in your Application and in any credit report on you, with any Bankers' Bank affiliates and others. Complete details regarding our rights to share information will be provided to you after an account is established. You agree that we will consider this an Application for a Visa® account. You agree that we reserve the right, based upon our evaluation of information furnished by you or others, not to open an account. You must be at least 18 years old to qualify (19 in AL and NE; 21 in MS). Married applicants may apply for separate credit.

**Anti-Terrorism:** 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. To process the Application, we must have your name, street address, date of birth and other identifying information, and we may ask for identifying documents from you as well.

#### **State Laws Require the Following Notices:**

**California Residents:** A married applicant may apply for a separate account. **After credit approval, each applicant shall have the right to use the Account up to the credit limit established and each applicant may be liable for all amounts extended on the Account to any joint applicant.**

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. **New York Residents:** A consumer report may be requested in connection with your application, and, upon request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal, or additional extension of the credit. New York residents may contact the New York State Banking Department at 800.342.3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov) to obtain free information on comparative credit card rates, fees and grace periods. **Ohio**

**Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law. **Utah Residents:** The Credit Card Agreement, which this document is made part of, is the final expression of the agreement between you and us. The written agreement may not be contradicted by evidence of any alleged oral agreement. As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. **Married Wisconsin**

**Residents:** Your "Wisconsin Applicant Signature" on the Application, which is separate and apart from your signature as an "Applicant" or "Co-Applicant", confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. **Vermont Residents: NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A**

**LEGAL RIGHT TO COLLECT FROM YOU.** Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. Missouri Residents: **Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

# Bankers' Bank Visa® Business Credit Card Agreement

As used in this Agreement, "you" and "your" mean each and all of those who apply for and receive, or who sign a card(s), jointly and severally. "Card" or "card" means each Visa credit card as issued to you. This Agreement also governs the issuance and use of "cash advance drafts" and other "cash advances." "We," "us," "I," and "our" mean the creditor named above, to which your credit card agreement and the right to payment have been assigned, and to which you are legally obligated under the terms of this Agreement. "Account" means your account with us. "Account balance" means the total balance you owe us from time to time under this Agreement, including the principal and all interest charges and other charges due. "Cash advance" means a loan you obtain from us or anyone else on the basis of a cash advance draft, card or otherwise under your card.

1. **Responsibility.** You agree to be bound by the terms of this Agreement and the terms contained on the cards, sales drafts, credit adjustment memos and cash advance drafts signed by or given to you or any authorized user of your cards, which shall constitute the agreement between you and us. You also agree to repay all debts and any interest charges and fees arising from the use of the card or the account. You are responsible for charges to the account made by yourself, your spouse and your minor children. Except to the extent prohibited by law, you are also responsible for charges made by anyone to whom you or your spouse gives the card or your account number, and this responsibility continues until you recover and return the card to us. Except to the extent prohibited by law, you cannot disclaim responsibility by notifying us. Your responsibility for paying the account continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account.

2. **Credit Limit.** We will establish a credit limit for you upon approval of your application and advise you of its amount. You agree not to let the account balance exceed the credit limit but you remain responsible for payment even if it does. If you obtain any credit extensions by use of the card, checks and/or drafts in excess of your available credit, we may (but are not required to) honor the transactions and extend credit to you even though this will cause your account balance to be in excess of your credit limit. In addition to payment required under paragraph 7, any account balance in excess of your credit limit must be paid immediately. You agree that we may at any time, increase or reduce your credit limit at our discretion. Any change in the credit limit will not affect your obligation to pay the account balance.

3. **Fraud Detection.** Transactions deemed suspicious by us, at our sole discretion, may be declined, and depending upon the circumstances, if a transaction is declined as a suspicious transaction, further use of the Card may be blocked by us, at our sole discretion.

4. **Suspicious Transactions.** Please contact us if you intend to make a transaction that falls outside of your usual spending pattern or plan to use your card internationally.

5. **Use of Card and Advances.** You may use your account only for personal, family or household purposes. However, if your account is established as a commercial or business account, you may only use your card for business or commercial purposes. Your card may not be used for Internet gambling or any illegal transaction(s). Credit for purchases from a merchant or a cash advance from a participating financial institution may be obtained by presenting your card or account number to the merchant or participating financial institution, and if requested, by providing the proper identifying information and/or signing the appropriate drafts. Failure to sign a draft or to use the card in the manner or for a purpose prescribed by this Agreement, does not relieve you of liability for purchases made or cash received. A card may also be

used to obtain cash advances (up to \$0 daily) from certain automated equipment provided it is used with the correct Personal Identification Number ("PIN"). Terminals or terminal operators may impose fees for use and may have limits on the amounts or frequency of cash withdrawals. The amount of cash advances outstanding at any time may not exceed 0% of your credit limit. Notify our credit card processor at once at 1-800-325-3678 (727-556-9000 collect when calling internationally) of any loss, theft, disappearance or possible unauthorized use of your card or PIN. You agree that you are liable for any and all use of the card, whether authorized or unauthorized if you are issued a card for business purposes or you are an organization to whom we have issued ten (10) or more cards at your request for use by your employees or other authorized users. Unauthorized use means use of a card by any person other than you (and other than your authorized users) without actual, implied or apparent authority for such use. We may permit you to transfer balances and obligations that you owe to other creditors to the account. When you request and we approve a balance transfer, it will be posted to the account as either a cash advance or a purchase. The materials that we provide to you to request the balance transfer will explain how the balance transfer will be posted.

6. **Periodic Billing.** We will mail you a statement each month in which your account has a balance of \$1.00 or more. Upon receipt, you agree to examine each statement and immediately notify us of any charge or item which you believe to be in error or subject to dispute. Any charge or item as to which we are not notified within 60 days after the billing date of the statement as described in Your Billing Rights statement in this Agreement will conclusively be deemed to be correct and you thereby waive any right to dispute the validity or correctness of the charges listed on such statement.

#### 7. **Payments, Minimum Payments, Application of Payments and Preauthorized Payments.**

(a) You agree to pay all of your obligations under this Agreement no later than the time and due date shown on each statement at Visa, P.O. Box 4512, Carol Stream IL 60197-4512. Your due date will be no sooner than 21 days after we mail or deliver your statement to you and will be identified in your statement. All payments received by mail must include your account number and must be paid in U.S. dollars and otherwise comply with payment instructions on your statement. Do not send cash through the U.S. mail.

(b) If your New Balance (shown on your statement) is less than or equal to \$20.00, you must pay the entire New Balance. If your New Balance is more than \$20.00, you may pay either the entire New Balance or, a minimum payment of 2% of your New Balance or \$20.00, whichever is greater. The minimum payment due will be rounded to the next highest whole dollar amount and reflected as such on each periodic statement.

(c) If the annual percentage rate applicable to your Average Daily Balance of Purchases is different than the annual percentage rate applicable to your Average Daily Balance of Cash Advances (see paragraph 8) and you make a payment that exceeds the sum of the minimum payments due plus any amount that exceeds your credit limit, we will apply that amount of your payment that exceeds such sum to the Average Daily Balance with the highest annual percentage rate first and then to the Average Daily Balance with the lowest annual percentage rate. A payment is required for every statement period. Any additional amounts paid above the minimum payment, will reduce your balances, but will not prepay any future payment. Any past due minimum payment and any account balance in excess of your credit limit continue to be due immediately.

(d) If you have given us authorization, we will generate an automatic payment on the payment due date from the specified account for the Minimum Payment Due, the Entire Amount on the Last Statemented Balance, or Fixed Monthly Payment Amount according to your authorization. You

understand that if the Minimum Payment Due for any billing cycle is greater than the fixed amount you designated, the automatic payment will be the Minimum Payment Due. If you have preauthorized payments, you have the right to stop payment of any preauthorized transfer of funds to pay by notifying us verbally or in writing at least three (3) business days before the scheduled date of the transfer. We may require you to provide written confirmation of a stop payment order within 14 days of your verbal notification. If so, we will inform you of this requirement and the address where confirmation must be sent when you provide us with verbal notification of a stop payment. Any verbal stop payment you provide us ceases to be binding after 14 days if you fail to provide the required written confirmation as we may request. The periodic statement concerning your account constitutes written notice to you of the amount of funds and date of transfer for each such preauthorized payment on your account.

8. **Interest Charges.** You will pay interest charges on your account. For credit purchases we will determine the interest charges by applying a monthly periodic rate to the "Average Daily Balance of Purchases" in your account during the billing cycle covered by the statement. For the "Average Daily Balance of Purchases," we take the beginning balance of your purchases each day, add any new purchases and subtract any payments or credits, other unpaid fees and interest charges. This gives us the daily balance of purchases. Then we add up all the daily balances of purchases for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance of Purchases." Interest charges for credit purchases begin on the date the purchase is posted to the account unless the Previous Balance on the statement was paid in full by the immediately preceding monthly statement's due date. Credit purchases made during the statement cycle will be excluded from the calculation of the daily balance of purchases if the Previous Balance was paid in full by the immediately preceding monthly statement's payment due date. You may avoid accruing additional interest charges after the Closing Date of the statement by paying in full the New Balance shown on the account's monthly statement by the Payment Due Date (within 25 days after the Closing Date). If the Previous Balance was paid in full by the immediately preceding monthly statement payment due date, then on a current statement you can avoid accruing additional interest on that portion of your "Average Daily Balance of Purchases" that is paid (according to the way we allocate payments under paragraph 7) by the payment due date, even if you do not pay the New Balance shown on that monthly statement in full. For cash advances, including loans advanced through a check, we will determine the interest portion of your interest charge by applying a monthly periodic rate to the "Average Daily Balance of Cash Advances" in your account during the billing cycle covered by the statement. For the "Average Daily Balance of Cash Advances," we take the beginning balance of cash advances each day, add any new cash advances and subtract any payment or credits, unpaid fees and interest charges. This gives us the daily balances of cash advances. Then, we add up all the daily balances of cash advances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance of Cash Advances." Interest charges for cash advances accrue on your monthly statement as of the transaction date until paid. If you are assessed an access fee or surcharge at an ATM to perform a cash advance with your card, this fee will be added to the cash advance and subject to interest charges.

8.1 **Periodic Rate: Annual Percentage Rate.** The annual percentage rate and the monthly periodic rate may vary. The annual percentage rate and the monthly periodic rate may increase. The monthly periodic rate is one-twelfth of the annual percentage rate. The annual percentage rate "Index" is equal to the highest prime rate published in the Midwest Edition of the Money & Investing Section of The Wall Street Journal on the third Monday of the month preceding the current billing cycle, or on the

next succeeding business day if Monday is not a business day, plus 8%. The annual percentage rate may increase if the Index increases. An increase in the Index (and any decreases) will take effect on the first day of the next billing cycle following the date of the published change. An increase in the Index will increase the monthly periodic rate, interest charge, and the final payment and may increase the monthly minimum payment due. An adjustment in the periodic rate and interest charge will apply both to the outstanding balances in the account and to new loans and other charges. If the Index ceases to be made available to us, we may substitute a substantially similar index and margin. The annual percentage rate and interest charge shall not exceed any applicable maximum rate permitted by law.

9. **Security Interest.** Unless prohibited by law, to secure your obligations under this Agreement, you grant us a security interest in any goods you purchase with the card. We disclaim any security interest in household goods, any structure containing one to four dwellings and any real estate.

#### 10. **Card Holder Fees. You agree to pay the following fees:**

- Annual Membership Fee: None
- Except as otherwise prohibited by the Wisconsin Consumer Act, reasonable fees will be charged for copies requested by you of monthly statements that we have sent to you, and of checks, drafts and machine receipts, together with hourly charges for searching our records. These fees will be charged according to our then-current fee schedule but will not be charged if the request for copies is made in connection with a billing error under the Fair Credit Billing Act or if otherwise prohibited by applicable law.
- Overlimit Fee. \$25.00 fee in any billing cycle in which the unpaid balance exceeds the credit limit at any time during the billing cycle.
- Late Fee: \$25.00 fee in any billing cycle in which we do not receive the Minimum Payment by the payment due date.
- Cash Advance Fee: 2% of the cash advance per cash advance transaction with a minimum of \$5.00.
- Visa International Transaction Fee: You agree to pay a Visa international transaction fee for every foreign transaction. Whether a transaction is a foreign transaction depends upon the Visa country registration for the merchant's processing bank and not on the location of the merchant. If the Visa country registration for the merchant's processing bank is a country other than the United States, the transaction is a foreign transaction, and a fee will be assessed. You agree to pay an interest charge of 1% of the transaction amount calculated in U.S. dollars for foreign transactions completed in a currency other than U.S. dollars. You agree to pay an interest charge of 0.8% of the transaction amount calculated in U.S. dollars for foreign transactions completed in U.S. dollars.
- ATM Fee by Issuer: ATM fee to perform a cash advance at an ATM that is owned by us. \$ N/A
- Return Fee: We will charge you a Returned Payment Fee of \$25.00 each time you pay us with a check which is returned unpaid. This fee will also apply if a debit transaction to a deposit account from which you have authorized us in writing to periodically deduct all or a part of an amount you owe us under this Agreement is returned unpaid.

11. **Default.** You agree to observe and comply with this Agreement and not to permit an event of default to occur. You further agree not to take any action or permit any event to occur which materially impairs your ability to pay when due. Upon the occurrence of any one or more of the following events of default: (a) In the case of a consumer account, you fail to pay at least the minimum payment when due on two occasions within any 12-month period, or in the case of a business account, you fail to pay any minimum payment when due; or (b) You die, cease to exist, change residency to another state, become insolvent or subject of bankruptcy or insolvency proceedings or fail to observe any covenant or duty contained in this Agreement, if such event or

breach materially impairs your ability to pay amounts due; then the full amount of your account (including unpaid interest charges) shall, at our option become immediately due and payable, but, if the account is governed by the Wisconsin Consumer Act, shall only become immediately due and payable if you do not cure the default within 15 calendar days after notice is mailed to your address, or given as otherwise provided by law. If governed by the Wisconsin Consumer Act, we have this right, without notice and opportunity to cure, if the default is your third default within 12 months and you are notified of the prior two defaults and you cured those defaults. Unless otherwise prohibited by the Wisconsin Consumer Act, you agree to pay all costs of collection before and after judgment, including reasonable attorney fees (including those incurred in successful defense or settlement of any counterclaim brought by you or incident to any action or proceeding involving you brought pursuant to the United States Bankruptcy Code).

**12. Foreign Transactions.** If you use your card or account for a transaction in a foreign currency, the transaction amount will be converted to U.S. currency. Visa will do the conversion. Visa uses a currency conversion rate it selects from the range of rates available in wholesale currency markets for the day prior to the central processing date of the transaction or the government-mandated rate in effect for the day prior to the central processing date. The rate used to convert a particular transaction may differ from the rate Visa receives and may differ from the rate applicable on the date the transaction occurred or was posted to your account. You agree to pay charges and accept credits for the converted transaction in accordance with these terms and the then current applicable Visa rules.

**13. Disputes.** We are not responsible for refusal by any merchant, bank or automated equipment to honor or accept a card or cash advance draft. Except as provided in sec. 422.408, Wis. Stats., and the Federal Truth-in-Lending laws, as applicable, we have no responsibility for merchandise or services obtained by you with a card and any dispute concerning merchandise or services will be settled between you and the merchant concerned.

**14. Change of Address.** We will send all account statements and any other notices or communications concerning this account to your address as shown on our records. If you change your address, you must notify us of your new address within 15 days.

**15. Credit Investigation Authorized.** You authorize us or any other entity owning an interest in your account to investigate your credit standing at any time and to disclose to others information relating to your credit standing.

**16. Emergency Card Replacement.** Your personal information may be released to Visa and its authorized agents as needed for purposes of providing emergency cash and emergency card replacement services. By using your card, you consent to release of this information.

**17. Termination.** You may terminate this Agreement by notifying us at Bankers' Bank, 7700 Mineral Point Rd, Madison, Wisconsin, 53717 and surrendering the cards issued to you and any authorized users, or at your request, but this termination shall not relieve you of any obligations existing under this Agreement prior to or after its termination. Termination by any of you is binding on each person in whose name the card is issued. Unless sooner terminated or renewed, the privilege to use the cards shall expire on the date shown on the card. At any time, without affecting your liability for credit previously extended, your privilege and the privilege of your authorized users to use the card or account may be revoked or limited to the extent not prohibited by law. The card(s) at all times remain our property, and we may repossess them as allowed by law. No expired, revoked or canceled card shall be used to obtain or attempt to obtain credit.

**18. Amendments.** We may amend this Agreement, at any time and for any reason, and will mail to you at your last known address as shown on our records, written notice of any such change not less than 90 days prior to its effective date, if required by the Wisconsin Consumer Act, or given as otherwise provided by applicable federal and Wisconsin state law for other changes. If we notify you of an increase in the APR applicable to your account

or any fee that affects your existing balances, the increase will not apply to existing balances on your account, unless your minimum payment is not paid within 60 days after the payment due date shown on your statement.

You will have an opportunity to reject certain changes in terms that we wish to make to your account. If you reject the change in terms by following the procedures identified in the change in terms notice that we give you, we may terminate your privilege to obtain credit by using the card and your account will be closed for further transactions (you will have no further credit available). This will be described in the change in terms notice. If you reject the change in terms and we terminate your privilege to obtain credit by using the card, you may continue to make the minimum payments on any balances outstanding as of the date of termination until the account is paid in full, and this Agreement shall continue to apply to such existing balances on your account.

**19. Miscellaneous.** Invalidation of any provision of this Agreement shall not affect the validity of any other provision, unless otherwise provided by the Wisconsin Consumer Act. Any notice given by us shall be deemed given when deposited in the United States Mail, postage prepaid, addressed to you at your address shown on our records. All statutory references are to the statutes as they may be renumbered or amended from time to time. Our failure to exercise or delay in exercising, or partial exercise of, any right under this Agreement shall not constitute a waiver of such right nor preclude exercise of such right or any other at a later time. This Agreement shall be binding upon and inure to the benefit of you, your heirs, personal representatives, successors and assigns and shall be binding upon and inure to the benefit of us, and our successors and assigns. This Agreement is governed by applicable federal and Wisconsin state law.

**20. Liability.** We are not liable or responsible to you for the unavailability of the account or card from time to time resulting from circumstances beyond our control (such as system failures or other unpredictable events).

#### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OBTAINING CREDIT**

**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 obtains credit.**

**What this means for you: When you obtain credit, 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.**

11/2018 VBS370

# Bankers' Bank Business Card Application

Bank Use Only: OFAC Check performed

Before completing this application, you should be able to answer "Yes" to the following questions:

Are you the business owner or authorized to borrow on behalf of the business?  Yes  No

Is your credit history clear of bankruptcies or seriously delinquent accounts?  Yes  No

## Preferences

Rewards Program?  Yes  No      Total Credit Line \$ \_\_\_\_\_  
 Business Master Account?  Yes  No      If Master, Consolidated Billing?  Yes  No

## Company Profile (A financial statement is required)

Name of Company \_\_\_\_\_

Company Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Tax ID# \_\_\_\_\_ Telephone Number \_\_\_\_\_ Organized in the State of \_\_\_\_\_

Type of Business \_\_\_\_\_ Annual Sales \_\_\_\_\_ Date Business Started \_\_\_\_\_

Type of Organization:  Sole Proprietorship     General Partnership     Limited Partnership     Profit Corporation  
 Non-Profit     Government Agency     Limited Liability Company (LLC)  
 Other Organization \_\_\_\_\_

Name of Principals or Officers \_\_\_\_\_ Title \_\_\_\_\_ Social Security Number \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

## Bank References

Principal Bank Relationship \_\_\_\_\_ Bank Address \_\_\_\_\_ City, ST, Zip Code \_\_\_\_\_ Bank Officer \_\_\_\_\_

Type of Account(s) \_\_\_\_\_ Account Number(s) \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

## Account Information

Please provide names and home addresses of individuals to be issued credit cards.

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Credit Line \_\_\_\_\_

1) Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Exp \_\_\_\_\_

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Credit Line \_\_\_\_\_

2) Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Exp \_\_\_\_\_

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Credit Line \_\_\_\_\_

3) Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Exp \_\_\_\_\_

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Credit Line \_\_\_\_\_

4) Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Exp \_\_\_\_\_

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Credit Line \_\_\_\_\_

5) Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Exp \_\_\_\_\_

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Credit Line \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Exp \_\_\_\_\_

By signing this application, the Company agrees that if this application is accepted and a card(s) issued, the Company will be bound by the terms and conditions within the Cardholder Agreement. To the extent permitted by law, the Company or sole proprietorship, individual, if company is a sole proprietor, shall be responsible and liable for any unauthorized use of any cards issued to Company pursuant to this application. It is the Company's responsibility to secure all Company credit card(s) from terminated employees. The financial institution is authorized to verify the statements contained herein, and may make whatever credit inquiries it deems necessary. Company represents and warrants that the credit will be used primarily (50% or more) for other than personal, family, household purposes.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Bank Representative \_\_\_\_\_ ID# \_\_\_\_\_



## Guaranty

For value received, and to induce Bankers' Bank ("Bank") to issue a VISA credit card(s) ("Card") on behalf of the "Company" named on the Business Card Application printed on the reverse side of this Guaranty, the undersigned (each a "Guarantor", whether one or more), jointly and severally guarantees payment of all loans and liabilities of every kind arising out of the issuance of and credit granted under the Card account by Bank to Company, including, without limitation, all obligations under the Cardholder Agreement governing the issuance of the Card by Bank ("Debt"). Debt includes interest and charges and the amount of payments made to Bank or another by or on behalf of Company which are recovered from Bank by a trustee, receiver, creditor or other party pursuant to applicable federal or state law, and all costs, expenses and attorneys' fees at any time paid or incurred before and after judgment in collecting all or part of the Debt, or to realize upon this Guaranty, including those incurred in successful defense or settlement of any counterclaim brought by Company or Guarantor or incident to any action or proceeding involving Company or Guarantor brought pursuant to the United States bankruptcy code. This Guaranty is valid and enforceable against Guarantor even if any Debt is or becomes unenforceable against Company or invalid for any reason.

The undersigned waives notice of any default under the Debt and all diligence of collection and presentment, demand, notice and protest, and any equitable defenses of suretyship. The undersigned consents to a release or agreement not to sue or proceed against or a settlement or compromise of the amount due from any Guarantor or the Company. Any action to enforce this Guaranty may be brought in and Guarantor consents to personal jurisdiction of the state and federal courts located in Dane County, Wisconsin.

This is the final agreement between Guarantor and Bank and may not be modified except in writing. Guarantor consents to and authorizes Bank to obtain information on Guarantor's creditworthiness including credit reports and agrees to furnish to Bank upon request personal financial statements.

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Individual Guarantor signature\*

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\*Print name signed above

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Individual Guarantor signature\*

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\*Print name signed above

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Individual Guarantor signature\*

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\*Print name signed above

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Individual Guarantor signature\*

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\*Print name signed above