



**PROVISIONS & TERMS GOVERNING ACCOUNTS**

Thank you for completing this Application for a Visa Business Credit Card. Please keep a copy of this Application, after it has been completed and signed and before it is delivered to Issuer. Issuer will retain this Application whether or not it is approved.

If this Application is approved, Issuer will inform the Company of the amount of the Company's credit card authority. Issuer will rely on the information provided in this Application and any attached sheets regarding (a) the number of Accounts to open; (b) the requested controls for each Account; (c) the identity of Employees, if any, whose names are to be printed on Cards, in addition to the Company's name; (d) where to send copies of the Monthly Statements for each Account; and, (e) other pertinent information. Issuer will then issue Cards in accordance with the credit authority established for the Company. Subsequently, the Company may give Issuer notice of the same information for additional Employees authorized to use Cards, requested changes in controls for Accounts, and of termination by the Company of an Employee's authorization to use a Card. A termination notice should be accompanied by the Employee's Card, cut in half. Issuer will not be obligated to recognize changes, additions, deletions or other information contained in a notice until after receiving the notice and having had a reasonable period of time thereafter to act thereon.

Upon the issuance of Cards, as set forth herein, (i) the Company, by using or authorizing Employees to use cards, will be deemed to be in agreement, and will comply, with all of the terms and conditions stated in the Cardholder Agreement (the "Agreement") that will accompany the Cards; (ii) the Company will instruct Employees who use Cards to use them in accordance with the Agreement; (iii) the Company will pay when due all charges made to each Account; (iv) Issuer may answer questions and give information to others concerning Issuer's credit experience with the Company.

**NAMES OF INDIVIDUALS TO BE ISSUED SEPARATE CARDS**

Please use separate sheet if necessary

Name (Print Only)		
Title	Requested Credit Limit \$	Social Security Number – Last 4 Digits
Name (Print Only)		
Title	Requested Credit Limit \$	Social Security Number – Last 4 Digits
Name (Print Only)		
Title	Requested Credit Limit \$	Social Security Number – Last 4 Digits
Name (Print Only)		
Title	Requested Credit Limit \$	Social Security Number – Last 4 Digits

**ACCOUNT SET UP**

- Check A or B:**    A.  Revolving Account or    B.  Non-Revolving Account (pay account balance in full each month)
- Check C or D:**    C.  Individual Billing (will allow individual cardholders to redeem points if enrolled in the Rewards Program) or  
                               D.  Consolidated Billing
- Check E if desired:**    E.  Rewards Program (\$50 Annual Fee per Card applies; see disclosures for details)

**DOCUMENTATION CHECKLIST**

COMPANY NAME TO APPEAR ON CARDS (19 CHARACTERS):

- Complete Application     Organization Resolution and Agreement for Credit Card Program
- Guaranty Form (required if Company open less than 2 years)     Personal Financial Statement (required if Company open less than 2 years)
- Company Balance Sheet and Income Statement for last two fiscal years (required for aggregate credit lines over \$3,500)

**Mail completed application and documentation to Card Service – Commercial Card Department, P.O Box 410436, Kansas City, MO 64141-0436**

## DISCLOSURE INFORMATION

Annual Percentage Rate ("APR") for Purchases	Visa Business Credit Card: <b>13.25%</b> Visa Business Rewards Credit Card: <b>9.15%</b> Each APR is a variable rate, as explained below.
Other APRs	Cash Advance APR: Visa Business Credit Card - 17.25%. Visa Business Rewards Credit Card – 13.15%. Each is a variable rate, as explained below.
Variable Rate Information	Your APR may vary. The regular APR for Purchases is determined monthly by adding 8.00% to the Prime Rate for the Visa Business Credit Card and 3.90% to the Prime Rate for the Visa Business Rewards Credit Card. The regular APR for Cash Advances is determined monthly by adding 12.00% to the Prime Rate for the Visa Business Credit Card and 7.90% to the Prime Rate for Visa Business Rewards Credit Card. The Prime Rate will never be less than 5.25%. See explanation below <sup>1</sup> .
Grace Period for Repayment of the Balance of Purchases	At least 25 days when you pay your balance in full each month.
Method of Computing Balance for Purchases	Two-cycle average daily balance (including new purchases).
Annual Membership Fee	Visa Business Credit Card: None. Visa Business Rewards Credit Card: \$50 per Card.
Minimum Finance Charge	Fifty cents (\$0.50).
Other Fees	Late Fee: From \$15 to \$39, depending on the amount of the New Balance Cash Advance Fee: 3% of Cash Advance amount (\$10 minimum, no maximum) Other fees may apply.

<sup>1</sup> The Prime Rate used to determine the APR for Purchases and for Cash Advances in the highest Prime Rate published in *The Wall Street Journal* on the fifteenth (15th) day of each month, or the next business day, if the 15th falls on a weekend or holiday, provided, however, that the Prime Rate used to determine the APR for Purchases and for Cash Advances will never be less than 5.25%. The periodic rate finance charge for Purchase Advances and Cash Advances will not exceed 25% Annual Percentage Rate.

**IMPORTANT:** The information about the costs of the cards described above is accurate as of May 1, 2009 the date this document was most recently revised. This information may have changed after that date. To find out what may have changed, write to us at Commercial Card Services, Post Office Box 410436, Kansas City, Missouri 64141-0436 or call 888-494-5141.

UMB complies with Section 326 of the U.S.A. Patriot Act. This law mandates that we collect and verify certain information about you while processing your account application. Please contact a bank representative if you have questions.

The Federal Government requires all financial institutions to provide the following notice to commercial applicants with gross revenues of one million dollars or less.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of Currency (O.C.C.), Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

If an application for business credit is denied, the applicant has the right to a written statement of the specific reasons for the denial. To obtain the statement, the applicant should contact Commercial Card Services, P.O. Box 419226, Kansas City, Missouri 64141-6226, or a Commercial Card Services Representative at 888-494-5141 within 60 days from the date the applicant is notified of our decision. A written statement of reasons for the denial will be sent within 30 days of receiving the request.

## Commercial or Consumer Credit Investigation Worksheet

**Applicant Name:** \_\_\_\_\_

**By** \_\_\_\_\_

**Date** \_\_\_\_\_

<b>Credit Verification</b>
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Bank Name \_\_\_\_\_

Bank contact \_\_\_\_\_

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

Address \_\_\_\_\_

	Opening Date	Rating	Average Balance
Checking Acct			
Savings Acct			
CD/RA/MM Acct			
Other Account			

<b>LOANS</b>
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Opening Date	High	Terms	Balance	Security	Rating

**ORGANIZATION RESOLUTION AND AGREEMENT  
FOR CREDIT CARD PROGRAM**

\_\_\_\_\_, who is the undersigned Recordkeeper for \_\_\_\_\_  
\_\_\_\_\_, (the "Organization"), a (type of entity) organized under the laws of  
\_\_\_\_\_ (state), does hereby certify:

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, \_\_\_\_\_ member or other person having lawful custody of the official records of the above Organization (the "Recordkeeper") and is authorized to provide this document to UMB Bank, n.a. ("Bank").
2. That at a meeting of the governing body of the Organization duly held on \_\_\_\_\_ (date) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded: RESOLVED, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("Cards") under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Designated Officer, or by any successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

**RESOLVED FURTHER**, that \_\_\_\_\_ is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designate Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

**RESOLVED FURTHER**, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and receipted for by Bank; and

**RESOLVED FURTHER**, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

**RESOLVED FURTHER**, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

**IN WITNESS WHEREOF**, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**RECORDKEEPER**  
**Signature by Secretary, Assistant Secretary or other  
Person certifying to this Resolution and Agreement**

**ADDITIONAL OFFICER**  
**Signature by Second Person, certifying to  
incumbency of Recordkeeper**

\_\_\_\_\_  
Signature  
Name:  
Title:

\_\_\_\_\_  
Signature  
Name:  
Title:

**Affix Seal, if required by Organization's governing documents.**

**Additional Signatures of Members, Partners or Other Required Persons**

The undersigned persons, being Members, General Partners, or other persons required under the governing documents of the foregoing Organization Resolution and Agreement for Credit Card Program, hereby consent to the adoption thereof.

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Signature  
Name:  
Title:

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**Guidelines for Completion for Customers that are U.S. legal entities:**

- Corporation: The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.
- Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor: All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.
- Governmental Entity: The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.

# GUARANTY

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (herein referred to as the "Undersigned"), promises and agrees to pay to UMB Bank, n.a. (herein referred to as "Creditor"), when due, whether by acceleration or otherwise, and at all times thereafter, all obligations, liabilities and indebtedness (herein collectively referred to as the "Obligations"), of \_\_\_\_\_ herein referred to as "Principal" to Creditor now or hereafter arising under and in connection with that certain VISA credit card(s) issued by Creditor in favor of Principal, and related credit card account(s) and credit card account agreement(s), as the same may be amended or supplemented from time to time, and all renewals, extensions and replacements thereof, and substitutions thereof, in whole or in part, and all other obligations arising under any other agreement, instrument or certificate executed in connection with the said credit card(s) and related credit card account(s) and credit card account agreement(s).
2. This instrument is continuing, absolute and unconditional; provided, however, that the Undersigned may by notice in writing, sent by registered mail, return receipt requested, to Creditor at Creditor's office at Kansas City, Missouri, terminate this Guaranty with respect to the Obligations of Principal incurred by Principal after the date on which such notice is received by Creditor. This is a guaranty of payment and not of collection, and the Undersigned's liability hereunder shall be primary, direct and immediate.
3. If any default occurs in connection with the Obligations, the Undersigned agrees to pay to Creditor upon demand the full amount which would be payable hereunder by the Undersigned if all Obligations were then due and payable.
4. The Undersigned hereby consents and agrees that Creditor may at any time and from time to time, without notice to the Undersigned, extend or renew for any period (whether or not longer than the original period), alter, modify or exchange, or grant any other indulgence with respect to, any of the Obligations, or any writing evidencing the Obligations, or any of them.
5. The Undersigned hereby expressly waives: (i) notice of acceptance of this instrument; and (ii) notice of any default, indulgence granted, non-payment, partial payment, presentment, demand with respect to the Obligations, and all other notices whatever.
6. No delay or failure on the part of Creditor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Creditor of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.
7. This agreement shall bind and inure to the benefit of Creditor, its successors, and assigns, and likewise shall bind and inure to the benefit to the Undersigned, its heirs, executors, administrators, successors and assigns. If more than one person shall execute this instrument, the term "Undersigned" shall mean, as used herein, all the parties executing this instrument and all such parties shall be liable jointly and severally for each of the undertakings provided for herein with respect to the Undersigned.
8. Creditor complies with Section 326 of the U.S.A. Patriot Act. This law mandates that we collect and verify certain information about you while processing your account application and/or Guaranty. Please contact a creditor representative if you have any questions.
9. This instrument shall be governed by and construed in accordance with the laws of the State of Missouri.

## NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, the fact may become a part of your credit record.

Guarantor's Name	Guarantor's Signature	Date
Home Address	City/State/Zip	
Area Code & Home Phone Number	Social Security Number	Date of Birth