

Credit Card Request Form

Please fax to 205-949-4029



Issued by ServisFirst Bank

Select the card you want: ☐ Platinum Cash Back Rewards (\$79 Annual Fee) ☐ Platinum only (No Annual Fee)

Bank ID: _____

Employee ID: _____

1 Business Information

Business Name (legal name and any trade names)

Business Tax ID #

()

Business Name (to be shown on cards - limited to 21 alpha/numeric characters only)

Business Telephone Number

Street Address of Business (No P.O. Boxes)

City

State

Zip

Alternate Mailing Address

Type of Organization:

☐ For-Profit Corporation ☐ Not-For-Profit Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Association ☐ Limited Liability Business ☐ Other (describe): _____

Gross Annual Sales/Revenue:

\$

Source: _____

\$

\$

Year Business Started

How Many Employees?

Business Net Worth (Total Assets Minus Total Liabilities)

Total Requested Credit Limit

We may request additional financial information about the Business and Authorized Business Officer and/or one or more personal guarantees to process this application.

2 Authorized Business Officer

Title of Authorized Business Officer: ☐ Chairman/CEO ☐ President ☐ Owner/Proprietor ☐ Vice President ☐ Treasurer/CFO ☐ Partner ☐ Other (describe): _____

Prefix

First Name

Middle Initial

Last Name

Home Address (No P.O. Boxes)

City

State

Zip

yrs.

mos.

Time At Home Address

Social Security Number

Date of Birth

Mother's Maiden Name

Years in Current Position With Business

\$

Annual Personal Income

()

()

Work Telephone Number**

Home or Mobile Telephone Number**

Email Address**

* Income from alimony, child support and separate maintenance payments need not be revealed if you do not want this income considered as a basis for repaying this obligation.

**If you provide us with telephone numbers and email addresses, you agree we may use them to contact you about this application and any Business Account we open for you and the Business.

Business requests a card to be issued to each officer or employee identified below:

First Name

Last Name

Cell Phone Number

Date of Birth

Social Security Number

\$

Requested Spend Limit

First Name

Last Name

Cell Phone Number

Date of Birth

Social Security Number

\$

Requested Spend Limit

First Name

Last Name

Cell Phone Number

Date of Birth

Social Security Number

\$

Requested Spend Limit

First Name

Last Name

Cell Phone Number

Date of Birth

Social Security Number

\$

Requested Spend Limit

First Name

Last Name

Cell Phone Number

Date of Birth

Social Security Number

\$

Requested Spend Limit

First Name

Last Name

Cell Phone Number

Date of Birth

Social Security Number

\$

Requested Spend Limit

By signing below, the Authorized Business Officer, acting individually and on behalf of the Business: (1) certifies that he/she is authorized to act for the Business in all respects concerning this Application and any credit card account established for the Business, and that all information provided in connection with this Application is accurate and complete; and (2) authorizes ServisFirst Bank to investigate and to obtain and exchange information regarding the Business and the Authorized Business Officer, including information regarding the creditworthiness of Business and the Authorized Business Officer (such as consumer credit reports) and, if ServisFirst Bank extends any credit in connection with this Application, to update that information from time to time.

Signature **X** _____ Date: ____/____/____

3 Card Manager Administrator

Enter the person who will be the Administrator on the Card Manager website to manage your card(s) online.

First Name

Last Name

Email Address

For additional information regarding APR and rewards program rules, see pages 4 and 5 for the ServisFirst Credit Card Application Disclosures.

Clear Form

GUARANTY OF BUSINESS CREDIT CARD ACCOUNTS

established for the following business:

Name of Business

THIS GUARANTY OF BUSINESS CREDIT CARD ACCOUNTS (this "Guaranty") is made as of the date shown below by each of the undersigned (each, a "Guarantor") in favor of ServisFirst Bank ("Bank"). Each Guarantor absolutely and unconditionally guarantees to Bank the full and punctual payment of the Indebtedness (as defined below) and the prompt performance of all Obligations (as defined below). As used in this Guaranty, the term "Indebtedness" means the principal outstanding from time to time from all amounts advanced to the business identified above ("Business") on any and all credit card accounts established for Business under Bank's Business Credit Card Agreement, as it may be amended from time to time (the "Agreement"), along with all accrued but unpaid interest, fees and charges, and all other amounts due under the Agreement, including any collection costs and attorneys fees. The term "Obligations" means all of Business' obligations under the Agreement. This is a guaranty of payment and performance and not of collection, which means Bank can enforce this Guaranty against any Guarantor even when Bank has not exhausted Bank's remedies against any other person or entity obligated to pay the indebtedness or any amount under the Agreement, this Guaranty or any other guaranty of the indebtedness under the Agreement. Each Guarantor will make any payments to Bank, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Business' obligations under the Agreement. Under this Guaranty, each Guarantor's liability for the obligations of Business under the Agreement is unlimited in amount. Guarantor acknowledges that there are no conditions precedent to the effectiveness of this Guaranty, and that this Guaranty is in full force and effect and is binding on each Guarantor upon execution. This Guaranty shall be binding upon, and inure to the benefit of, Guarantor, Bank and their respective legal representatives, heirs, successors and assigns.

Continuing Guaranty. This is a continuing guaranty under which each Guarantor guarantees the full and punctual payment of the Indebtedness on an open and continuing basis. It is anticipated that the amount of the Indebtedness covered by this Guaranty will increase and decrease from time to time. Each Guarantor acknowledges and agrees that payments made on the amount of the Indebtedness will not discharge or diminish Guarantor's obligations under this Guaranty, and reductions in the amount of the Indebtedness, even to zero dollar (\$0.00) balance from time to time, shall not constitute a termination of this Guaranty.

Duration Of Guaranty. This Guaranty will take effect when received by Bank without the necessity of any acceptance by Bank, or any notice to Guarantor or to Business. Each Guarantor's obligations under this Guaranty will continue in full force until all Obligations under the Agreement have been satisfied and Bank has received payment in full of all of the Indebtedness that was incurred before Bank received and had a reasonable opportunity to act on any notice of revocation provided by that Guarantor. If a Guarantor elects to revoke this Guaranty, Guarantor may only do so in written notice delivered to Bank. Written revocation of this Guaranty will apply only to any new Indebtedness created after Bank has received and had a reasonable opportunity to act on Guarantor's written revocation. As used in this Guaranty, the term "new Indebtedness" does not include (1) any amount that, at the time of notice of revocation, is contingent, unliquidated, undetermined or not due and that later becomes absolute, liquidated, determined or due; (2) any commitment that became binding before revocation, including without limitation Bank's authorization for any credit card charge under the Agreement; or (3) any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind each Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Bank's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of any Guarantor under this Guaranty. A revocation Bank receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

Guarantor's Waivers. To the fullest extent permitted by law, each Guarantor waives any right to require Bank, before asserting any claim against Guarantor: (1) to make any presentment, protest, demand or notice of any kind, including notice of any nonpayment of the Indebtedness or any other default under the Agreement or notice of any action or failure to act by Business or any other guarantor of the Indebtedness; (2) to resort for payment or to proceed directly against Business, any other guarantor of the Indebtedness, or any other person; (3) to pursue any other remedy within Bank's power; or (4) to take or refrain from taking any action of any kind, at any time, with respect to any matter. Guarantor also waives any rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of the United States or any state thereof as to any of the obligations created hereunder. Each Guarantor further agrees that the Guarantor's liability as a Guarantor shall in no way be impaired or affected by any modifications that may be made to the terms of the Agreement or by any renewals, waivers, or extensions that may be made with respect to the Indebtedness or Obligations from time to time, with or without the knowledge and consent of any Guarantor. This Guaranty shall not be affected or impaired by the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangements, composition with creditors or nor by the invalidity of the Agreement or any other document. Without notice to and without the consent of any Guarantor, Bank may grant Business extensions of time for payment and other indulgences; and modify, compromise, settle, release, or terminate any or all of the Indebtedness and Obligations.

Guarantor's Additional Agreements. Guarantor will, upon request, furnish to Bank such information regarding the business affairs and finances of Guarantor and Guarantor's properties as may be requested by Bank. Guarantor authorizes Bank to obtain consumer credit reports and other information about Guarantor and Guarantor's financial condition.

Governing Law. The validity, interpretation, enforcement and effect of this Guaranty shall be governed by the laws of the State of Alabama, without regard to its conflicts of law provisions, and any legal action or proceeding arising under it shall be brought in the State and Federal courts in Alabama.

Notices. Any notice required by or provided in connection with this Guaranty must be in writing and delivered by first-class, registered or certified mail, postage prepaid to Bank at 2500 Woodcrest Place, Birmingham, Alabama 35209, and to Guarantor at the address shown below Guarantor's name. Bank or Guarantor may change this address by giving notice to the other as provided in this Guaranty.

Collection Costs. Guarantor agrees to pay upon demand all of Bank's costs and expenses, including attorneys' fees and other legal expenses, incurred by Bank in connection with the enforcement of this Guaranty, whether or not a lawsuit is brought. These costs and expenses include attorney's fees and other legal expenses for any bankruptcy proceedings. **GUARANTOR WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR RELATING TO THIS GUARANTY.**

IN WITNESS WHEREOF, this Guaranty has been duly executed by each Guarantor as of the date written by Guarantor's signature.

Guarantor 1:

_____ Signature		_____ Date
_____ Printed Name		
_____ Address		
_____ City	_____ State	_____ Zip

Guarantor 2:

_____ Signature		_____ Date
_____ Printed Name		
_____ Address		
_____ City	_____ State	_____ Zip

Guarantor 3:

_____ Signature		_____ Date
_____ Printed Name		
_____ Address		
_____ City	_____ State	_____ Zip

Guarantor 4:

_____ Signature		_____ Date
_____ Printed Name		
_____ Address		
_____ City	_____ State	_____ Zip

Business Credit Card Accounts

Pricing Information as of March 15, 2020

These terms are accurate as of the date shown above, but may have changed after that date. To find out what may have changed, write us at Credit Card Services Attn: Credit Card Services, 2500 Woodcrest Place, Birmingham, AL 35209.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	13.25% for Business Platinum Cash Back Rewards, and 15.25% for Business Platinum only These APRs will vary with the market based on the Prime Rate.
APR for Balance Transfers	13.25% for Business Platinum Cash Back Rewards, and 15.25% for Business Platinum only. These APRs will vary with the market based on the Prime Rate.
APR for Cash Advances	13.25% for Business Platinum Cash Back Rewards, and 15.25% for Business Platinum only. These APRs will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	23.25% for both Business Platinum Cash Back Rewards and Business Platinum only products. This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you make a late payment. How Long Will the Penalty APR Apply?: If your APRs are increased for this reason, the Penalty APR will apply indefinitely, unless you make six consecutive minimum payments when due, beginning with the first payment due after the Penalty APR takes effect.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$79 Business Platinum Cash Back Rewards \$0 Business Platinum only
Transaction Fees <ul style="list-style-type: none">Balance TransferCash AdvanceForeign Transaction	Either \$5 or 3% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 3% of the amount of each Cash Advance, whichever is greater. 2% of the transaction in U.S. dollars.
Penalty Fees <ul style="list-style-type: none">Late PaymentReturned Payment	Up to \$25 Up to \$25

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Prime Rate: The APR will vary based on changes in the Prime Rate published in *The Wall Street Journal*. As of the date shown above, the Prime Rate was 3.25%. To determine the APRs for Purchases, Balance Transfers, and Cash Advances, for the Business Platinum Cash Back Card we add 10.00% to the Prime Rate, and for the Business Platinum Card we add 12.00% to the Prime Rate.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: 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. What this means for you: 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.

Terms and Conditions: By submitting this application:

- The Business identified on this application is applying for a Visa credit card account (the "Account") to be issued by ServisFirst Bank, which is headquartered in and operating under the laws of Alabama ("we," "us," and "our").
- The Business authorizes us to obtain information about the Business (including information maintained by government agencies) for purposes of reviewing this application and, if the application is approved, for purposes of reviewing, updating, renewing, and servicing the Account. The Business waives any rights of confidentiality it may have in this information, to the extent permitted under applicable law.
- The Business acknowledges that we will rely on the information provided on and in connection with this application, and certifies that this information is accurate and complete.
- The Business acknowledges that, if this application is approved, the Account will be governed by the Business Credit Card Agreement (the "Agreement"), which is sent with the card(s) for the Account. The Business' Authorized Business Officer agrees to read the Agreement carefully before using or permitting anyone else to use the Account. By using the Account or any card, or permitting such use, the Business agrees to be bound by the terms of the Agreement. The Account and the Agreement are governed by Alabama law and federal law. We may change the terms of the Account as provided in the Agreement.

Balance Transfers: A "Balance Transfer" is a balance we may allow the Business to transfer to its Account from an account it owes to another financial institution or other creditor. To complete a Balance Transfer, there must be enough credit available in the Account for the Balance Transfer and the Business must use a written, electronic or telephonic method or device that we approved for this purpose. All Balance Transfers are subject to our approval. We will not process Balance Transfer requests we consider incomplete or illegible. We will not process requests for a Balance Transfer payable directly to the Business, to us, or to any of our affiliates. We are not liable to the Business if we do not process part or all of any requested Balance Transfer. If the Business requests several Balance Transfers, we may process the Balance Transfers in any order we choose. We may also limit the amount of Balance Transfers to the Account to an amount that is less than the total credit limit of the Account. If we do not approve the full amount of any requested Balance Transfer, we

may process part or none of the Balance Transfer amount requested by the Business. Do not request a Balance Transfer for any amount that is or may be subject to a dispute between the Business and any other financial institution or creditor. After requesting a Balance Transfer, the Business should still monitor and pay at least the minimum amount due on the other account, until the other institution sends an account statement showing that the Business is no longer required to make any account payment. The Business is liable to its other creditors for any fees, charges, and amounts due under their credit agreements, including any late payment fees and finance charges the Business may owe if a Balance Transfer or any other payment is not completed in the time and manner required by the other institution. We will not instruct any other creditor to close their account with the Business after we process a Balance Transfer. If the Business wants to close the account with another creditor after we process a Balance Transfer, the Business must instruct the other creditor to do so. Balance Transfers are subject to the transaction fee and APR shown in the accompanying "Pricing Information." We will begin charging interest on each Balance Transfer on the date it is added to the Account balance.

Cash Back Rewards program rules:

The Cash Back program (the "Program") applies only to a business with a Business Platinum Cash Back credit card account (an "Account"), and does not apply to businesses with a Business Platinum credit card account. A Business with a Cash Back Account can earn an annual cash back rebate on each Anniversary Date based on Net Purchases made with an Account issued by ServisFirst Bank ("we," "us" and "our"). The "Anniversary Date" for an Account will be the closing date of the twelfth consecutive billing cycle after an Account is opened and the same date each year thereafter. The Annual Cash Back Rebate or "Rebate" will be one percent (1%) of the Net Purchases made on the Business' Account during the twelve billing cycles before each Anniversary Date (an "Enrollment Year"). "Net Purchases" means the dollar value of goods or services purchased with an Account, minus any credits, returns or other adjustments as reflected on monthly billing statements. "Net Purchases" does not include any Cash Advance or Balance Transfer transactions, Finance Charges, Fees (including Foreign Transaction Fees) or insurance charges on an Account. For a business Account, Net Purchases up to \$100,000 per year will qualify for a 1% Rebate. The maximum Rebate amount for a business Account is \$1,000 per year. Rebates will be automatically posted to the Business' Account within two months following each Anniversary Date. **Eligibility:** To be eligible for any Rebate, the Business' Account must be in good standing at all times during the Enrollment Year. An Account will not be in good standing, and the Business will not be eligible for a Rebate, if (a) the Account has been closed to future transactions; (b) the Account is subject to a Penalty Rate; or (c) the Account is otherwise in Default under the Credit Card Agreement with us. **Limitations:** We reserve the right to determine which Net Purchases qualify for the Rebate. No retroactive Rebates will be awarded. Rebates are not transferable and cannot be used

as payment on any account with us. The Program is offered at our sole discretion. We reserve the right to alter or waive any Program feature or benefit, including the amount of the Rebate or the criteria for Net Purchases, and to cancel or temporarily suspend the Program at any time.

CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information (including copy of driver's license or passport for each beneficial owner listed):

a. *Name and Title of Natural Person Opening Account:*

b. *Name, Type and Address of Legal Entity for Which the Account is Being Opened:*

c. *The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:*

(If no individual meets this definition, please write "Not Applicable.")

Name	Date of Birth	Address (Residential Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security #, Passport # and Country of Issuance, or other similar identification number ¹	% Owned

d. *The following information for one individual with significant responsibility for managing the legal entity listed above, such as:*

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or*
- Any other individual who regularly performs similar functions.*

(If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name	Date of Birth	Address (Residential Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security #, Passport # and Country of Issuance, or other similar identification number ¹

I, _____ (name of person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature: _____ Date: _____

Legal Entity Identifier _____ (Optional)

¹ In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.



CUSTOMER'S INFORMATION USE AGREEMENT

Section 81-5-55, Miss. Code of 1972, prohibits FNB Oxford Bank from disclosing certain customer financial records. In connection with its application for credit card services, the undersigned customer does hereby authorize FNB Oxford Bank to disclose, transmit and provide to **ServisFirst Bank**, the customer's financial statements, payment history, audit reports, credit analyses, account balances, and all other financial information ("Protected Information") presently in the possession of FNB Oxford Bank. The undersigned customer does further hereby waive any claims or demands it may have against FNB Oxford Bank as a result of the disclosure or transmittal of this Protected Information to ServisFirst Bank and agrees to indemnify FNB Oxford Bank against claims, suits, liabilities, judgments, damages, costs or expenses that may in any manner accrue or be asserted against FNB Oxford Bank, its officers, agents and employees arising out of the disclosure and transmittal of the Protected Information.

Customer Name: _____

By: _____

Print name: _____

Title: _____

Date: _____