

Purchase Card Request Form

Please email all applications to PurchasingCards@servisfirstbank.com



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) _____		() _____	
Street Address of Business (No P.O. Boxes) _____		City _____	State _____ Zip _____
Alternate Mailing Address _____			
Type of Organization:		Gross Annual Sales/Revenue: \$ _____	
<input type="checkbox"/> For-Profit Corporation <input type="checkbox"/> Not-For-Profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship		Source: _____	
<input type="checkbox"/> Association <input type="checkbox"/> Limited Liability Business <input type="checkbox"/> Other (describe): _____			
Year Business Started _____	How Many Employees? _____	Business Net Worth (Total Assets Minus Total Liabilities) \$ _____	
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 Account Administrator

Title of Account Administrator _____			
Prefix _____	First Name _____	Middle Initial _____	Last Name _____
Social Security Number _____	Date of Birth _____	Mother's Maiden Name _____	
() _____	() _____		
Work Telephone* _____	Home or Mobile Telephone Number* _____	Email Address* _____	
*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 on attachment.			

3 Authorized Business Officer

Title of Authorized Business Officer _____			
Prefix _____	First Name _____	Middle Initial _____	Last Name _____
Social Security Number _____	Date of Birth _____	Mother's Maiden Name _____	
() _____	() _____		
Work Telephone* _____	Home or Mobile Telephone Number* _____	Email Address* _____	
*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 on attachment.			

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: ____/____/____

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

Clear Form

GUARANTY OF PURCHASE CARD ACCOUNTS
established for the following business:

Name of Business

THIS GUARANTY OF PURCHASE CREDIT CARD ACCOUNTS (this "Guaranty") is made as of the date shown below, jointly and severally, by each of the undersigned (each, a "Guarantor") in favor of ServisFirst Bank ("Bank"). Each Guarantor, jointly and severally, 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 Purchase 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. To the fullest extent permitted by law, 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. Each 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. Each Guarantor authorizes Bank to obtain consumer credit reports and other information about Guarantor and Guarantor's financial condition. Each Guarantor assumes full responsibility for keeping fully informed of the financial condition of the Business and all other circumstances affecting the Business' ability to perform its obligations to the Bank, and agrees that the Bank will have no duty to report to Guarantors any information which the Bank receives about the Business' financial condition or any circumstances bearing on Business' ability to perform.

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 850 Shades Creek Parkway, Suite 200, 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. Each 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. **EACH 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

Purchase Card Accounts

Pricing Information as of July 1, 2022

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	16.75% The APR will vary with the market based on the Prime Rate.
APR for Cash Advances	16.75% The APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	None
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	\$25 per card
Transaction Fees <ul style="list-style-type: none"> • Cash Advance • Foreign Transaction 	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 Payment • Returned Payment 	\$25 \$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 4.75%. To determine the APRs for Purchases and Cash Advances, 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.