

BUSINESS DEBIT CARD AGREEMENT

NAME ON ACCOUNT: _____

ACCOUNT NO: _____

This Business Debit Card Agreement ("Agreement") is made and entered into on this _____ day of _____, by and between _____ ("Bank") and the company whose name appears on the signatory page hereof ("Company").

WHEREAS, Company desires to have Bank issue certain debit cards ("Cards") in the name of the Company for the use by Company's officers, employees or other agents ("Employees"), as more particularly designated in Exhibit A; and

WHEREAS, Bank is willing to issue such Cards pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Introduction. The Business Debit Card Agreement contains contract terms and other important information relating to Company's Card(s). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with Company's Deposit Account agreement as well as the terms of any disclosures Company may have received. To the extent of any inconsistent terms between this Agreement and any other agreement or disclosures, the terms of this Agreement shall control. Company should read this Agreement carefully and keep a copy for Company's records.

2. Definitions. Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," and "us" refer to Bank. The words "you" and "your" refer to Company. The word "Deposit Account" refers to the deposit account listed above against which Card transactions governed by this Agreement will be applied.

3. Issuance of Cards. Bank will issue, or cause to be issued, Cards in the name of the Company and in the names of the Employees as designated in Exhibit A attached hereto and made a part hereof. Usage of the Cards will be limited to debits only. No electronic (ATM) deposits may be made using the Cards. All Cards must be signed immediately upon receipt by the Employees, but all Cards remain the property of Bank and must be surrendered to Bank upon demand. Company acknowledges that Bank is providing such service to Company as an accommodation to Company only and, except as otherwise provided by law, Bank is not responsible in any way for the manner in which the Cards are utilized.

4. Company Liability and Promise to Pay. Company agrees to be unconditionally and without limitation liable for all debits effectuated by use of the Cards, whether authorized or unauthorized, whether utilized by an Employee or some other person, and whether arising from lost or stolen Cards. All Employees who are granted use of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Employees shall be jointly and severally liable with Company for any debit effectuated under the Card issued to the respective Employee, whether authorized or unauthorized, and whether arising from lost or stolen Cards and Company agrees to so advise each such Employee. Acceptance and use of a Card issued hereunder constitutes Employee's agreement to be bound hereby. Immediately upon discovery of unauthorized use of a Card, Bank should be notified by either calling _____ or writing Bank at _____

and Customer should initiate cancellation of the Cards and closing of the Deposit Account. The services described in this Agreement will be available to Company only as long as Company maintains a Deposit Account with Bank. The Deposit Account may not be transferred or assigned without Bank's prior written consent.

5. Business Debit Card(s) Liability Limits. Notwithstanding the terms contained in paragraph 4 of this Agreement, Card holders may have zero liability for unauthorized transactions in accordance with Card sponsor's Zero Liability Policy as governed by the Card sponsor's Operating Regulations, if (1) Company can demonstrate that Company and all Employees have exercised reasonable care in safeguarding Company's Card(s) from the risk of loss or theft, (2) Company has not reported to Bank two or more incidents of unauthorized use of the Card(s) within the prior twelve (12) month period and (3) Company's Account is in good standing. Upon notification from Company of an unauthorized transaction for which zero liability applies, Bank will limit Company's liability for those transactions to zero. Company must notify Bank within thirty (30) calendar days of the mailing date of the first statement showing any unauthorized transactions. Bank may increase this limit and hold Company liable for all unauthorized transactions if it is reasonably determined that the Employee or the Company was negligent or fraudulent in handling the Card or Deposit Account, or otherwise does not qualify for such liability limits. If Company qualifies for such liability limits, Bank will provide Company with provisional credit for unauthorized transactions within five business days from receipt of notification of an unauthorized transaction. Additionally, Bank may ask for written confirmation of the unauthorized transactions before providing provisional credit. If Bank asks for and does not receive such written confirmation by the time Bank would otherwise provide Company with provisional credit, Bank may not credit Company's Deposit Account.

6. Security Measures. The Card allows Cardholders to directly access the business checking account specified above. In an effort to better protect Company and Employees from lost Cards or unauthorized use of the Cards, Bank requires that each Employee have a Personal Identification Number (PIN) and use the PIN to process a debit transaction. Company and Employees acknowledge that use of a PIN provides them a commercially reasonable degree of protection in light of their particular needs and circumstances, and represent that each PIN shall be afforded the highest level of security by Company and Employees and shall be known only to those persons who are on a "need to know" basis. Bank assumes no duty to discover any breach of security by Company or Employees or the unauthorized disclosures or use of a PIN. On occasion, due to merchant equipment limitations it may be necessary to complete a debit transaction using a Card by means of the user signing his or her name to the evidence of the transaction (as is the case in a credit card transaction) and both Company and Employees acknowledge that this procedure also provides them a commercially reasonable degree of protection in light of their particular needs and circumstances. Once a card has been issued it cannot be transferred to another person. Company agrees to immediately notify Bank when Customer terminates a Cardholder's rights and to promptly return the Card to Bank.

IMPORTANT: The security of Company's Business Debit Card(s) is especially important since stores, restaurants, hotels, gas stations, mail order companies, and other merchants will allow purchases and other transactions to be performed with its Business Debit Card(s) just as if it was a credit card (i.e. without requiring a PIN).

7. **Statements and Errors.** Bank will make available each month to Company an account statement ("Monthly Statement") showing, among other things, all debits made by use of the Cards. Errors regarding any Card debits shall be communicated in writing to Bank at the address indicated below. Communications shall include the Cardholder and Company's names, the dollar amount of any suspected error, the reference number and description of the error. Any communication regarding a suspected error must be received by Bank within sixty (60) days of the date of the Monthly Statement on which the incorrect debit first appeared. Company shall bring no action and the Bank will not be liable for any loss, demand, or expenses sustained by Company as the result of an error unless Company so notify the Bank within the sixty (60) day period.

8. **Notice and Communication.** Except with respect to notices relating to the lost or stolen Cards, all notices, requests and other communications provided for hereunder must be directed to the other party at the respective addresses indicated below and, unless otherwise specified herein, must be in writing, postage prepaid or hand-delivered or delivered by telecopy. Either party may, by written notice to the other, change its address indicated below.

If to Customer:

Attention: _____
Telephone: _____
Telecopier (fax): _____

If to Bank:

Attention: _____
Telephone: _____
Telecopier (fax): _____

9. **Information Deemed Confidential.** Bank agrees that it will maintain all data relative to Company's Deposit Account as confidential information and will exercise the same standard of care and security to protect such information as Bank uses to protect its own confidential information. Bank agrees to use such data exclusively for the providing of services to Company and Employees hereunder and not to release such information to any other party, except as may be required by law.

10. **Monthly Debit Card Fee.** A Monthly Debit Card Fee may be charged to Company's Deposit Account for the privilege of having the Cards. The Monthly Debit Card Fee is payable whether or not any of the Cards are used. Refer to Paragraph 22 of this Agreement.

11. **Use of Cards.** Company represents and warrants, on behalf of itself and its Employees, that the Cards will only be used for business purposes. Company acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal laws and regulations including but not limited to Federal Reserve Board Regulation E and The Electronic Funds Transfer Act. Bank may establish maximum limits on the dollar amount of Point of Sale purchases, ATM withdrawals and other transactions Company may make using the Card in any one calendar day. The amounts of these maximum limits will be based on the defaults in Bank's system. Company may contact Bank to review these limits unless otherwise requested by Company on Company's Card application and agreed to by Bank.

12. **Lost or Stolen Cards.** Immediately upon discovery that a Card is lost or stolen, Company should either call _____ or notify Bank at _____ and Customer should initiate cancellation of the Card(s) and closing of the account.

13. **Termination.** Bank shall have the right, at its sole discretion, and upon three (3) days notice to Company, to terminate Company's privileges hereunder.

14. **Return of Cards.** All Cards shall be deemed canceled effective upon termination of this Agreement and Company shall instruct the Employees to cut in half all Cards, and return them to Bank. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of a Card prior to or following the termination date.

15. **Amendments and Change in Terms.** Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. Bank will notify Company by mail of such amendments, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice. Notice will be given to Company if Bank changes the terms of this Agreement at any time by mailing notice to the Company address shown on Bank's records, by including a notice with or on the Deposit Account statement, by posting a notice of any such changes at Bank's main office, or by whatever notice requirements that may be required by law. Use of the Card(s) after the effective date of a change indicates Company's acceptance of the changes.

16. **Refusal to Honor Cards.** Bank is not responsible for the refusal of anyone to honor the Cards.

17. **Service Fees.** Bank may charge Company a reasonable charge for research, photocopies and reprints which Company or any Employee may request and for other special services as allowed by law.

18. **Severability.** If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable.

19. **Governing Law.** This agreement and all transactions hereunder shall be construed as contracts subject to applicable federal law and the laws of the _____.

20. **Arbitration.** Any dispute regarding the terms of this agreement, and any transaction hereunder or subject hereto, is governed by the Arbitration Agreement relating to the Account(s) to which this agreement relates.

21. **Collection of Costs.** If Bank hires an attorney to assist in collecting any amount due hereunder, or to enforce any right or remedy hereunder, Company agrees to pay Bank's reasonable attorney's fees and expenses, and any other as permitted by law.

22. Disclosure of Charges. Charges may be assessed against Company by Bank for the privileges being afforded hereunder. Bank will charge Company \$ _____ for each withdrawal or transfer made at an ATM or terminal not owned by Bank. Bank will charge Company \$ _____ for each balance inquiry made at an ATM or terminal not owned by Bank. The character, type and amount of charges and fees are subject to change from time to time in the same manner as other fees and charges.

23. Other Provisions.

BANK

By: _____

Typed Name: _____

Title: _____

Date

Date

Date

Date

Date

Date

EXHIBIT A

_____, having entered into the Business Debit Card Agreement by and between Company and Bank, hereby directs Bank to issue Cards in the following names:

_____ Employee Printed Name	_____ Dollar Limits	_____ Employee Printed Name	_____ Dollar Limits
_____ Employee Printed Name	_____ Dollar Limits	_____ Employee Printed Name	_____ Dollar Limits
_____ Employee Printed Name	_____ Dollar Limits	_____ Employee Printed Name	_____ Dollar Limits
_____ Employee Printed Name	_____ Dollar Limits	_____ Employee Printed Name	_____ Dollar Limits
_____ Employee Printed Name	_____ Dollar Limits	_____ Employee Printed Name	_____ Dollar Limits
_____ Employee Printed Name	_____ Dollar Limits	_____ Employee Printed Name	_____ Dollar Limits