

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 _____ ("Financial Institution") and the company whose name appears on the signatory page hereof ("Company").

WHEREAS, Company desires to have Financial Institution 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, Financial Institution 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 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 Financial Institution. The words "you" and "your" refer to Company. The word "Account" refers to the account listed above against which Card transactions governed by this Agreement will be applied.

3. Issuance of Cards. Financial Institution 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 Financial Institution and must be surrendered to Financial Institution upon demand. Company acknowledges that Financial Institution is providing such service to Company as an accommodation to Company only and, except as otherwise provided by law, Financial Institution 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, Financial Institution should be notified by either calling _____ or writing Financial Institution at _____ and Customer should initiate cancellation of the Cards and closing of the Account. The services described in this Agreement will be available to Company only as long as Company maintains an Account with Financial Institution. The Account may not be transferred or assigned without Financial Institution's prior written consent.

5. Business Debit Card(s) Liability Limits. Notwithstanding the terms contained in paragraph 4 of this Agreement, Cardholders 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.

Visa® Limited Liability. Unless Company has been negligent or has engaged in fraud, Company will not be liable for any transactions using a lost or stolen card if Company reports the unauthorized transfer within 60 days of the mailing date of the first statement showing the unauthorized transfer. Unauthorized transfers do not include: (i) any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the Account; or (ii) any transaction by a cardholder that exceeds the authority given by the Visa Business check card account owner. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using a Personal Identification Number which are not processed by Visa®. (Visa is a registered trademark of Visa International Service Association.) If Company qualifies for such liability limits, Financial Institution will provide Company with provisional credit for unauthorized transactions within five business days from receipt of notification of an unauthorized transaction.

Mastercard® Limited Liability. Company will not be liable for any unauthorized transactions using a Mastercard® debit card if: (i) Company can demonstrate that it has exercised reasonable care in safeguarding the card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, Company promptly reports the loss or theft to Financial Institution. (Mastercard is a registered trademark of Mastercard International Incorporated.)

Additionally, Financial Institution may ask for written confirmation of the unauthorized transactions before providing provisional credit. If Financial Institution asks for and does not receive such written confirmation by the time Financial Institution would otherwise provide Company with provisional credit, Financial Institution may not credit Company's 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, Financial Institution 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. Financial Institution 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 Financial Institution when Customer terminates a Cardholder's rights and to promptly return the Card to Financial Institution.

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. Financial Institution 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 Financial Institution 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 Financial Institution 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 Financial Institution will not be liable for any loss, demand, or expenses sustained by Company as the result of an error unless Company so notify the Financial Institution 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:

If to Financial Institution:

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

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

9. Information Deemed Confidential. Financial Institution agrees that it will maintain all data relative to Company's Account as confidential information and will exercise the same standard of care and security to protect such information as Financial Institution uses to protect its own confidential information. Financial Institution 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 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. Financial Institution 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 Financial Institution's system. Company may contact Financial Institution to review these limits unless otherwise requested by Company on Company's Card application and agreed to by Financial Institution.

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

13. Termination. Financial Institution 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 Financial Institution. 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. Financial Institution may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. Financial Institution 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 Financial Institution changes the terms of this Agreement at any time by mailing notice to the Company address shown on Financial Institution's records, by including a notice with or on the Account statement, by posting a notice of any such changes at Financial Institution'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. Financial Institution is not responsible for the refusal of anyone to honor the Cards.

17. Service Fees. Financial Institution 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 Financial Institution hires an attorney to assist in collecting any amount due hereunder, or to enforce any right or remedy hereunder, Company agrees to pay Financial Institution'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 Financial Institution for the privileges being afforded hereunder. Financial Institution will charge Company \$ _____ for each withdrawal or transfer made at an ATM or terminal not owned by Financial Institution. Financial Institution will charge Company \$ _____ for each balance inquiry made at an ATM or terminal not owned by Financial Institution. 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.

FINANCIAL INSTITUTION

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 Financial Institution, hereby directs Financial Institution 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