

DEBIT CARD AGREEMENT

This Business Cardholder Agreement (“Agreement”) is made and entered into on this ____ day of _____, 200__, 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 the Debit Card Agreement dated _____, submitted by Company to Bank; and

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

NOW, THEREFORE, the parties agree as follows:

1. **Issuance of Cards.** Bank will issue Cards in the name of the Company and in the names of the Employees as designated in the Agreement. A limit of two Cards may be issued per account. 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 party only and, except as otherwise provided by law, Bank is not responsible in any way for the manner in which the Cards are utilized. Cards should be issued in the following names:

Printed Name

Printed Name

2. **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 Employees or some other person, and whether arising from Cards lost or stolen. 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 debits effectuated under the Card issued to the respective Employee, whether authorized or unauthorized, and whether arising from lost or stolen Cards. In the event of a lost Card or of unauthorized use of a Card, Bank should be notified by either calling _____ or writing Bank at _____.

3. **Security Measures.** In an effort to better protect Company and Employees from lost Cards or unauthorized use of the Cards, Bank requires that Employees each 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.

4. **Statements and Disputed Debits.** Each month Company will receive an account statement (“Monthly Statement”) showing, among other things, all debits made by use of the Cards. Disputes 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 dispute or suspected error, the reference number and description of the dispute in error. Any communication regarding a dispute or suspected error must be received by Bank within sixty (60) days of the date of the Monthly Statement on which the dispute or incorrect debit first appeared. If Bank receives timely notice of any disputed debit, it shall initiate a provisional chargeback to the appropriate account and shall thereupon seek to resolve all documented chargeback requests within ninety (90) days of the date of

receipt of such request.

(Bank Address & Phone)

5. **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.

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

6. **Information Deemed Confidential.** Bank agrees that it will maintain all data relative to Company's accounts 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 another party, except as may be required by law.

7. **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. The amount of this fee, if imposed, is disclosed in Paragraph 19 of this agreement.

8. **Use of Cards.** Company represents and warrants, on behalf of itself and its Employees, that the Cards will only be used for business purposes.

9. **Lost or Stolen Cards.** If any of the Cards are lost or stolen, Company should either call _____ or notify Bank at _____.

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

11. **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 the termination date.

12. **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.

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

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

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

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

17. **Venue for Litigation.** In the event any litigation is required to enforce the terms and conditions of this Agreement, Company, on behalf of itself and its Employees, agrees that such litigation may only be commenced in the _____ County District Court or the United States District Court for the _____ District of _____ situated in _____ whichever court has jurisdiction.

18. **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.

19. **Disclosure of Charges.** The following charges may be assessed against Company by Bank for the privileges being conveyed hereunder. Fees may be subject to sales tax.

Monthly fee per card \$ _____

ATM cash withdrawal fee \$ _____ per transaction

Lost card replacement fee \$ _____

_____ (BANK NAME)
Company Name

By: _____ By: _____

Typed or Printed Name: _____ Typed or Printed Name: _____

Title: _____ Title: _____