

# First Commercial Bank, N.A.

## BUSINESS CHECK CARD AGREEMENT

This Business Cardholder Agreement (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between First Commercial Bank, N.A. (“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 designated in paragraph 1 below.

**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 only. A limit of four Cards may be issued per account. No electronic (ATM) deposits may be made using the Cards. All Cards must be signed immediately upon receipt by the Company, 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 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 to the individuals per the Check Card Application/Agreement.

**2.Liability.** You must notify us if you lose your Check Card. Please call our 24 hour Check Card security at 1-800-500-1044. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any transactions using your lost or stolen Check Card. This additional limit on liability does not apply to ATM transactions, or to transactions using your Personal PIN Number which are not processed by VISA. 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

**3. Security Measures.** In an effort to better protect Company and Employees from lost Cards or unauthorized use of the Cards, Bank requires that each card be given a different PIN number. 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 disclosed 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 in paragraph 5. Communications shall include the Cardholder and Company’s names, the dollar amount of any dispute or suspected error, date of transaction, 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.

**5. Notice and Communication.** All notices, requests and other communications provided for hereunder shall be directed to the Bank and Company at their 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.

First Commercial Bank, N.A.  
1336 E. Court Street  
Seguin, Texas 78155  
Attention: Customer Service  
Phone: (830) 379-8390  
Fax: (830) 379-4954

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

**7. Monthly Check Card Fee.** A Monthly Check Card Fee may be charged to Company's account for the privilege of having the Cards. The Monthly Check 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.** In the event of a lost or stolen Card, or of unauthorized use of a Card, Bank and VISA should be notified as soon as possible by calling Bank at 866-913-4778 and VISA at 1-800-500-1044.

**10. Termination.** Bank shall have the right at its sole discretion terminate Company's privileges hereunder.

**11. Return of Cards.** All Cards shall be deemed canceled effective upon termination of this Agreement and Company shall 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. In addition Company is responsible for collecting cards from terminated employees and notifying Bank immediately so the card may be canceled, and returning canceled cards to Bank.

**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 Texas.

**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 a court of competent jurisdiction in Guadalupe County, Texas.

**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, or to assist or advise Bank in connection with any dispute 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 will be assessed against Company by Bank for the privileges being conveyed hereunder.

Damaged card replacement fee     \$ 5.00

Lost/Stolen card replacement fee     \$ 5.00

_____	<b>First Commercial Bank, N.A.</b>
<b>Company Name</b>	
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

**First Commercial Bank,N.A.**

**Business Check Card Application**

The undersigned hereby requests that Visa Check Card(s) be issued to the individuals listed below per the Business Check Card Application dated \_\_\_\_\_ between Company and First Commercial Bank. These Check Cards will allow access to Business Checking Account number \_\_\_\_\_ for transactions up to the Daily Limit noted next to the name of each individual.

Maximum daily limit for Purchase transactions is \$1000.00 and maximum daily limit for Cash Withdrawals is \$510.00

Name, Address, Soc Sec #	Daily Purchase Limit	Daily Cash Withdrawal Limit
1) _____ _____ _____	_____	_____
2) _____ _____ _____	_____	_____
3) _____ _____ _____	_____	_____
4) _____ _____ _____	_____	_____

\_\_\_\_\_  
**Company Name**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_