

WAYNE BANK VISA® BUSINESS CHECK CARD AGREEMENT AND DISCLOSURE NOTICE

This Business Cardholder Agreement (“Agreement”) is made and entered into on this

_____ day of _____, 2_____, by and between Wayne Bank (“Bank”) and

_____ (“Company”).

The Company desires to have the Bank issue certain check cards (“Cards”) in the name of the Company for the use by Company's officers, employees or other agents (“Employees”), as designated in the Cardholder Application Form, submitted by the Company to the Bank as Exhibit A. The Company acknowledges receipt of a copy of the Wayne Bank VISA® Business Check Card Agreement and Disclosure Notice, and the Business Services Fee Schedule.

The Bank will issue VISA® Business Check Cards pursuant to the terms of this Agreement.

Therefore, the parties agree as follows:

1. Issuance of Cards. The Bank will issue a check card in the name of the Company and the Company employee designated on the Cardholder Application Form. A limit of four Cards may be issued per account. The authorized employee(s) must sign the Card(s) immediately upon receipt. All Cards remain the property of the Bank and must be surrendered to the Bank upon demand. The Company acknowledges that the Bank is providing such service to the Company as an accommodation party only and, except as otherwise provided by law, the Bank is not responsible in any way for the manner in which the Cards are utilized.

2. Liability and Promise to Pay. The Company agrees to be fully liable for all transactions conducted by or permitted by anyone who is a Cardholder. All Employees who are issued 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 the Company for any transactions effected under the Card issued to the respective Employee.

The Bank agrees to be liable for losses or damages if it does not complete a transfer to or from the Company's account on time, or in the correct amount according to our agreement. However, there are some exceptions. For example, the bank will not be liable if:

- through no fault of ours, the Company's account does not contain enough available funds to make a transfer.
- the transfer exceeds the credit limit on the Business Line of Credit account.
- the ATM system is out of service.
- the card has been reported lost or stolen.
- the Bank has reason to believe the transaction requested is unauthorized.
- an attempt is made to complete a transaction using an ATM or Merchant terminal service that is not a permissible transaction listed above.
- the Bank acts to protect the security of the account or the ATM system.
- the Bank cannot complete the transfer because of circumstances beyond our control caused by an act of God, fire, flood or other catastrophe, or by an electrical or computer failure. In any case, the Bank shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error, despite our procedures to avoid such errors.

3. Security Measures. In an effort to protect the Company and its Employees from lost Cards or unauthorized use of the Cards, the Bank requires that Employees each have a Personal Identification Number (PIN) and use the PIN to process a debit transaction if the Merchant accepts debit cards as a payment option. The Company and its 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 the Company and its Employees and the PIN shall be known only to those persons who are on a “need to know” basis. The Bank assumes no duty to discover any breach of security by the Company or its Employees, such as the unauthorized disclosure of or use of a PIN.

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4. **Statements and Disputed Debits.** Each month the 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 immediately communicated in writing to Bank at the address indicated below. Communications shall include the Company name, the dollar amount of any dispute or suspected error, the reference number and description of the dispute or 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 notice is not given within 60 days after the statement date we may not refund any of the lost funds.

Wayne Bank
EFT Services Department
PO Box 269
Honesdale, PA 18431-0269.

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 their respective addresses 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.

6. **Information Deemed Confidential.** The Bank agrees to maintain all data relative to the 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. The Bank agrees to use such data exclusively for providing services to the Company and its Employees hereunder and not to release such information to any another party, except as required by law.

7. **Annual Check Card Fee.** An Annual Check Card Fee will be charged to the Company's checking account for the privilege of having the Cards. The Annual Check Card Fee is payable whether or not any of the Cards are used. The amount of this fee is disclosed in the Business Services Fee Schedule provided herewith.

8. **Use of Cards.** The Company represents and warrants, on behalf of itself and its Employees, that the Cards will be used for business purposes. The Card may not be used for any illegal transaction.

9. **Lost or Stolen Cards.** In the event of a lost Card or of unauthorized use of a Card, the Company will call 1-800-598-5002 or write to the Bank at Wayne Bank, EFT Services Department, and PO BOX 269, HONESDALE, PA 18431-0269. Telephoning is the best way to keep possible losses to a minimum. All funds in the Company's checking account and associated Business Line of Credit could be lost if the Bank is not notified promptly to deactivate the Card or Cards.

10. **Termination.** The Bank shall have the right, at its sole discretion, and upon written notice to the Company, to terminate the Company's privileges hereunder.

11. **Return of Cards.** All Cards shall be deemed canceled effective upon termination of this Agreement. The Company shall cut in half all Cards. Unauthorized transactions honored by the Bank after the Bank confirms receipt of the notification from the Company to terminate the Agreement or to deactivate a Card will not be charged to the Company.

12. **Amendments and Change in Terms.** The Bank may, from time to time, amend the terms of this Agreement to the extent allowed by applicable federal and state law. The Bank will notify the 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.

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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 may request and for other special services pertaining to the VISA® Business Check Card Program.

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 Pennsylvania.

17. **Venue for Litigation.** In the event any litigation is required to enforce the terms and conditions of this Agreement, the Company, on behalf of itself and its Employees, agrees that such litigation may only be commenced in the Court of Common Pleas of Wayne County, Pennsylvania.

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

19. **Disclosure of Charges.** Charges may be assessed against the Company by the Bank for the privileges being conveyed hereunder in accordance with the Business Services Fee Schedule, a copy of which has been provided to the Company.

Company Name

By:

Date:

Typed or Printed Name:

Title

WAYNE BANK

By:

Date:

Typed or Printed Name:

Title

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EXHIBIT A -- CARDHOLDER APPLICATION

The undersigned business owner / authorized business checking account signatory requests Wayne Bank issue a Business VISA® Check Card in the name of the business and agrees to all the terms and conditions described in the Business VISA® Check Card Cardholder Agreement.

The undersigned acknowledges that s/he has received a copy of the Agreement and Disclosure, and the Business Services Fee Schedule.

Issue Cards As Follows:
(please print)

Name of the Company: _____

Number of Card(s) requested: _____ Business Checking Account #: _____

Issue Card(s) in the name(s) of the following company employees with individual limits as specified:
(If individual limits are not specified, each card will be issued with the maximum bank-defined limits listed below.)

<u>Cardholder Name</u>	<u>Social Security Number</u>	<u>Cash Withdrawal Limit</u> <small>(Maximum of \$610/day/card)</small>	<u>Check Card Purchase Limit</u> <small>(Maximum of \$5000/day/card)</small>
1)			
2)			
3)			
4)			

*** Note: The business owner is responsible for notifying the bank in writing of any change to the designated Check Card Cardholder(s) associated with the service or of any change requested to the cash limit parameters of a check card.

Company Name Tax Identification Number

Company Mailing Address City State Zip

Business Owner / Business Account Authorized Signature Date

Business Owner / Business Account Authorized Signature Date

BANK USE ONLY:

RECEIVED BY: _____

DATE: _____

BRANCH NUMBER: _____

OPERATIONS:

CARDHOLDER #: _____