

UNIBANK

BUSINESS DEBIT CARD AGREEMENT

This Business Cardholder Agreement (“Agreement”) is made and entered into on this ____ day of _____, 20__, by and between UniBank (“Bank”) and _____ (“Company”).

WHEREAS, Company desires to have Bank issue debit cards (“Cards”) in the name of the Company for the use by Company’s officers and authorized signers (“Cardholders”), as more particularly designated in this Debit Card Agreement; 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 Cardholders 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 Cardholders, 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:

Print Name

Print 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 Cardholders or some other person, and whether arising from Cards lost or stolen. All Cardholders 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 Cardholders shall be jointly and severally liable with Company for any debits effectuated under the Card issued to the respective Cardholder, 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 (425) 275-9700 (Lynnwood Branch) or 253-581-9700 (Tacoma Market Branch) or 253-946-9700 (Federal Way Branch) or writing Bank at 16929 Highway 99, Ste. 110, Lynnwood, WA 98037 or at Tacoma Market Branch, 9701 S. Tacoma Way, Ste. 107, Lakewood, WA 98499 or Federal way Branch, 31433 Pacific Highway South, Federal Way, WA 98003. For after hours reporting, call (800) 535-8440; outside the U.S. call (612) 316-1484.*

3. **Security Measures.** In an effort to better protect Company and Cardholders from lost Cards or unauthorized use of the Cards, Bank requires that Cardholders each have a Personal Identification Number (PIN) and use the PIN to process a debit transaction. Company and Cardholders 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 Cardholders 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 Cardholders 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. 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.

5. Notice and Communication. 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 fax. Either party may, by written notice to the other, change its address indicated below.

UniBank (Lynnwood Br)
16929 Hwy. 99, Ste. 110
Lynnwood, WA 98037
Fax: (425) 743-1240

Company: _____
Address: _____

Fax: _____

OR

UniBank (Tacoma Market Br)
9701 S. Tacoma Way, Ste. 107
Lakewood, WA 98499
Fax: (253) 581-9701

Company: _____
Address: _____

Fax: _____

OR

UniBank (Federal Way Br)
31433 Pacific Hwy. S.
Federal Way, WA 98003
Fax: (253) 946-9701

Company: _____
Address: _____

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 Cardholders 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 **425-275-9700 (Lynnwood Branch) or 253-581-9700 (Tacoma Market Branch) or 253-946-9700 (Federal Way Branch)** or notify Bank. For after hours reporting, call (800) 535-8440; outside the U.S. call (612) 316-1484.

10. Termination. Bank shall have the right, at its sole discretion, and upon three (3) days to notice to Company and Cardholders, 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 Cardholders 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 Cardholders 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 Washington.

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 Cardholders, agrees that such litigation may be commenced in whichever court has jurisdiction.

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.

18. 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	\$0.00
ATM cash withdrawal fee	\$0.00 per transaction
Lost card replacement fee	\$0.00
Optional Issuer Fee (OIF)	1% of International transaction amount

19. ATM Transactions. Cardholder may access account(s) by ATM using the Card. Cardholder may withdraw cash from an ATM up to \$300.00 per day (amount above \$300.00 must be approved by Bank Officer).

20. Point-of-Sale (POS) Transactions. Cardholder may use the Card to purchase goods, pay for services or get cash from a merchant. Cardholder may not exceed more than \$2,000.00 in transactions per day (amount above \$2,000.00 must be approved by Bank Officer).

21. Credit Reports. Cardholder agrees that a credit report may be requested in connection with the processing of an application for credit, and subsequently in connection with any extension of credit, or any request to increase your credit limit. If you ask, we will tell you if credit reports were requested, and the name and address of any credit bureaus that provided the reports. You understand that we may report negative information about your Account to the credit bureaus, if necessary.

Company Name

By: _____

Printed Name and Title

UniBank:

By: _____

Printed Name and Title

Bank Use Only:

Checking Account #: _____

Maximum Transaction Amt.: ATM _____ POS: _____

Card Number (last 8 digits): _____

Card Number (last 8 digits): _____

Received By: _____

If received by Fax, Verified By: _____

Processed By: _____

Verified By: _____