



## Business Debit Card Application & Agreement

### DEBIT CARD AGREEMENT (Business)

This Agreement is dated as of \_\_\_\_\_ and is between MIDWEST BANKCENTRE (“Bank”) and \_\_\_\_\_ (“Customer”). The term “Card” means a card issued by Bank that permits Customer to make certain transactions to be charged against account number \_\_\_\_\_ maintained by the Customer at Bank (“Account”).

1. Bank will deliver to the Customer such number of Cards as the Customer may request pursuant to Exhibit A hereto. The Cards may be used as a debit card for point of sale transactions for purchasing goods or services from merchants and cash advances from merchants and automatic teller machines (“ATM”) from the Account (“Transactions”). A personal identification number (“PIN”) connected to the Card will issued to Customer by Bank. The Pin will be required in certain Transactions. Customer is solely responsible for maintaining the security of the Cards and the PIN.

2. Customer may permit employees, agents or other representatives of Customer to use the Cards for Transactions. Customer is solely liable and responsible for all Transactions that are made by any person who Customer authorizes, permits or enables to have access to a Card and/or the PIN (even if the person exceeds such person’s authority), or by any person who obtains Customer’s PIN or Card in any manner. Bank will have no obligation to monitor the use of any Cards by any persons or in any way to limit the size or number of Transactions that any holder of a Card may make. Customer assumes full responsibility for the use of a Card by any person in possession of a Card. It is the sole responsibility of the Customer to retrieve a Card from any holder of the Card if the Customer wishes to terminate such person’s right to use the Card. If Customer knows or believes that a Card or PIN is in the possession of an unauthorized person, or if a Card or the PIN is lost, stolen or otherwise is compromised, Customer should notify Bank in writing immediately, and request that Bank deactivate the affected Card and/or the PIN. Bank will have no liability for any Transactions made before 5:00 p.m. on the third banking day of Bank after Bank receives such notice. Any such deactivation shall apply to the specific Cards that have been identified as compromised by the Customer. All Cards besides the Card that was compromised shall remain in full force and effect. The Bank shall not be liable for any losses that occur with any Cards that were not identified by the Customer in writing as being compromised. Customer is solely liable for any losses resulting from a delay in notifying Bank of any loss, misplacement or misappropriation of the PIN or any Card. Customer releases Bank from all liability to the Customer, and Customer will defend, hold harmless and indemnify Bank from and against any and all claims of any nature, arising out of the use of the PIN or a Card by any person and the Customer acknowledges that Bank would not issue Cards without such agreement from the Customer. Bank may terminate Customer’s right to use the Card at any time and at Bank’s request the Customer will return all Cards to Bank.

3. Except as otherwise amended by this Agreement, all laws and regulations, and all of Bank’s general rules and regulations that otherwise apply to Customer’s Accounts, will continue to apply to Transactions except any laws, rules or regulations that may otherwise limit the Customer’s liability for unauthorized use of the Card or PIN. Bank may change any of its rules and regulations or the terms of this Agreement at any time and if Customer uses or permits the use of the Card or PIN after Bank gives Customer notice of the change, Customer will be deemed to have accepted such change.

4. The amount of any Transaction by any person holding the PIN and a Card will be deducted from the Account. Bank may, in its sole discretion, draw against any overdraft protection plan or loan that applies to the Account to cover Transactions that exceed the balance of collected funds in the Account, but Bank will not be required to draw against any such loan or overdraft plan. Bank will not be required to charge any of Customer’s accounts other the designated Account for any Transactions and Bank may refuse to honor any Transactions if there are not sufficient collected funds in the Account. To the extent allowed by law, Customer agrees to pay Bank its attorney’s fees and costs if Bank has to collect an overdraft on Customer’s Account. Point of sale or merchant cash advance Transactions are conditioned upon a merchant accepting the Card. Bank will have no responsibility if a merchant refuses to accept the Card to pay for Transactions.

5. Bank, at its sole discretion, may limit the amount of ATM Transactions to \$500.00 per day and an aggregate of \$1,500.00 per day for all Transactions, in the aggregate for all Cards. The foregoing limits are solely for the benefit of Bank and Bank shall have no liability to the Company for permitting Transactions that exceed such limits. Bank will not charge Customer for point of sale Transactions, but the customer may be charged for ATM or other cash advance Transactions. Bank

will charge Customer \$7.00 for any replacement Card. Other fees may be charged with respect to the Account and those fees are disclosed separately for those Accounts.

6. All deposits and other Transactions initiated with Card are subject to later proof and verification. All deposited items are received for collection. All credits are provisional and are subject to having available funds and to final payment. The acknowledgment form provided is not a binding receipt, and any balance information shown may not reflect all transactions on the account. Customer's regular monthly account statement will reflect each purchase, cash withdrawal or credit to Customer's account during the monthly account cycle and the related fee, if any. Customer will also receive a receipt whenever it makes a purchase or a cash withdrawal.

7. Purchases and cash withdrawals Customer makes in foreign countries and in foreign currencies will be charged to Customer's account in U.S. dollars. The conversion will be made in accordance with MasterCard operating regulations and conversion rates for international transactions, and the conversion date may not be the same as the transaction date.

8. Cash refunds will not be made to Customer on purchases made with the Card. A merchant will give Customer credit for merchandise returns or adjustments by sending Bank any credit to Customer's account. Unless Customer's use of the Card results in an extension of credit, any claim or defense Customer has regarding any purchase must be handled by Customer directly with the merchant, it does not affect Customer's obligation to pay Bank the total amount of the purchase.

9. In case of errors or questions about electronic banking transactions on Customer's account, or if Customer needs more information about a Transaction, the Customer may telephone the Bank at 314-631-5500 or 1-800-894-1350 or write the Bank at 2191 Lemay Ferry Rd., St. Louis, Missouri 63125, Attn: Customer Support.

10. Customer represents and warrants that this Agreement and Exhibit A hereto, have been duly authorized, executed, and delivered by a duly authorized representative of Customer, and that the Agreement constitutes a valid and legally binding obligation of Customer enforceable against it in accordance with the terms.

11. This Agreement is governed by the laws of the State of Missouri without reference to choice of laws rules. Whenever Bank is required or permitted to give notices to Customer, such notices may be sent to Customer's last known address in Bank's records. Notices to Bank must be sent by certified mail, return receipt requested, or by personal delivery to: Midwest BankCentre, 2191 Lemay Ferry Road, St. Louis, Missouri 63125, Attn: Customer Support. Any litigation or other legal proceedings involving this Agreement shall be brought only in the state or federal courts having geographic jurisdiction over the home office of the Bank, and Customer agrees to the jurisdiction of such courts. Customer will reimburse Bank for all costs incurred by Bank, including legal fees, arising out of this Agreement or any Transactions, or incurred to enforce this Agreement. If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CUSTOMER

MIDWEST BANKCENTRE

\_\_\_\_\_  
(Insert business name of Customer)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Rev 4/05)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Business Debit Card  
Schedule A  
Designation of Cardholder**

**Company Details**

Business Legal Name/Name as it will appear on Card: \_\_\_\_\_  
Physical Address of the Business (No PO Boxes): \_\_\_\_\_  
Business Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

*Important: Please read all directions before completing this part of the Agreement/Application*

In order to meet the various demands for cardholder activity, Midwest BankCentre offers a variety of Business Debit Cards as outlined. It is important to note that the type of card selected will not appear on the actual Business Debit Card.

- ❖ Business Check Card  
A debit card that can be used to make purchases, withdrawals, deposits and transfers from your business checking account.
- ❖ Business Employee Check Card  
A debit card which gives an employee(s) the ability to make purchases, withdrawals, deposits and transfers from your business checking account. **Note: Must have a business loan relationship to qualify.**
- ❖ Business ATM Card  
An ATM card which provides your employees the ability to make deposits, cash withdrawals and transfers to and from the Company's Midwest BankCentre business accounts. Available at ATMs and pin based transactions only.
- ❖ Business Deposit Card  
A debit card which gives you the ability make deposits to the Company's Midwest BankCentre business checking and/or savings accounts (as long as the savings account is linked to the card). This is a deposit card only – the employee cannot make withdrawals with this card and can only be used at a Midwest BankCentre ATM.

Please complete the following schedule so that we may process your request to issue a Business Debit Card(s). Each field must be completed in order to have a debit card issued.

**Cardholder One**

Please choose the type of card for this employee:

- |  |   |
|--|---|
| <input type="checkbox"/> Business Check Card | <input type="checkbox"/> Business Employee Check Card |
| <input type="checkbox"/> Business ATM Card   | <input type="checkbox"/> Business Deposit Card        |

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Home Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ DOB: \_\_\_\_\_  
Signature: \_\_\_\_\_  
List, which account(s) this cardholder, will have access to: (Primary) \_\_\_\_\_ (Additional) \_\_\_\_\_

**Cardholder Two**

Please choose the type of card for this employee:

- Business Check Card
- Business ATM Card
- Business Employee Check Card
- Business Deposit Card

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Home Address: \_\_\_\_\_  
 Home Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 List, which account(s) this cardholder, will have access to: (Primary)\_\_\_\_\_ (Additional)\_\_\_\_\_

**Cardholder Three**

Please choose the type of card for this employee:

- Business Check Card
- Business ATM Card
- Business Employee Check Card
- Business Deposit Card

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Home Address: \_\_\_\_\_  
 Home Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 List, which account(s) this cardholder, will have access to: (Primary)\_\_\_\_\_ (Additional)\_\_\_\_\_

**Cardholder Four**

Please choose the type of card for this employee:

- Business Check Card
- Business ATM Card
- Business Employee Check Card
- Business Deposit Card

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Home Address: \_\_\_\_\_  
 Home Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 List, which account(s) this cardholder, will have access to: (Primary)\_\_\_\_\_ (Additional)\_\_\_\_\_

I (the Account Holder(s)) authorize the above requested Point of Sale (POS) Card (“Business Debit Cards”) to be used in conjunction with the account(s) above listed. I agree that use of the Business Debit Card(s) will be subject to the terms and conditions contained in the Debit Card Agreement. I authorize the Bank to make any investigation of my credit, either directly or through any agency. I understand that the Bank will retain this application and any other credit information, even if the Business Debit Card is not granted. I agree not to use the Business Debit Card in any illegal activity.

Primary Signer: \_\_\_\_\_ Date: \_\_\_\_\_

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**INSTITUTION USE ONLY**

*Retail Team:* \_\_\_\_\_ *Customer Support:* \_\_\_\_\_  
 Date Taken: \_\_\_\_\_ Entry Date: \_\_\_\_\_  
 By: \_\_\_\_\_ (print name) By: \_\_\_\_\_ (print name)

**CERTIFICATION**

The undersigned hereby certifies the following to Midwest BankCentre (“Bank”). This Certification is dated \_\_\_\_\_.

1. The undersigned is the \_\_\_\_\_ (insert title of undersigned) of \_\_\_\_\_ (the “Organization”).

2. The Organization is a (*insert state of organization*): \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Unincorporated Assn.          |
| <input type="checkbox"/> General Partnership       | <input type="checkbox"/> Limited Partnership           |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Other _____               |  |

3. The following authorizations were duly approved by the governing body of the Organization, which authorizations were duly adopted in accordance with the organizational documents of the Organization. The following authorizations have not been amended, modified or revoked as of the date of this Certification. The Bank may continue to rely on this Certification until the Bank receives written notice of the revocation or amendment hereof and the Bank shall have had reasonable time to act on such notice.

4. The Board of Directors, Managers, Partners, Members or other governing body, as the case may be, of the Organization authorized the undersigned to execute and deliver to the Bank a Debit Card Agreement (Business) in form and substance and upon such terms and conditions as are acceptable to the undersigned in his/her sole discretion.

5. The following persons (the “Authorized Persons”) are authorized to act on behalf of the Organization **with respect to the execution of additional documents required in connection with the Debit Card Agreement and to authorize the issuance and cancellation of Cards (as such term is defined in the Debit Card Agreement):**

Name:	Title:
_____	_____
_____	_____
_____	_____

6. Each Authorized Person is authorized on behalf of the Organization to take all actions, and execute all documents required by the Bank with respect to the Debit Card Agreement and the transactions contemplated thereby. Execution of any document or the provision of written notice of the authorization of additional Cards or the cancellation of certain Cards or PINS (as defined in the Debit Card Agreement) by an Authorized Person shall be deemed to constitute approval of such document by the Organization and the Bank shall not be required to obtain from the Organization any further evidence that such documents have been approved and authorized by the Organization.

\_\_\_\_\_  
(List Entity Name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_