

## BUSINESS PURPOSE ACCOUNT SERVICE APPLICATION

<p>THE CITIZENS BANK          MAIN BRANCH          200 S THIRD ST          BATESVILLE, AR 72501          (870) 793-4441</p> <p style="text-align: center;"><b>The terms "we", "us," and "our" mean the Financial institution identified above.</b></p>	<p><b>Applicant (Business) Name and Address:</b>          _____          _____          _____          _____</p> <p>Business CIF#: _____          Acct Type: _____ # _____          Acct Type: _____ # _____          Tax ID #: _____          Phone: _____          Fax: _____</p>
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**Service Requested:**     Debit/Check Card     ATM Card    **Number of Cards Requested:** \_\_\_\_\_  
 \_\_\_\_\_

Name(s) of Person(s) To issue cards to:	Transaction Limitation(s) Type (e.g., ATM/Point of Sale), Amount, Frequency
_____	_____ \$ _____ per: _____
_____	_____ \$ _____ per: _____
_____	_____ \$ _____ per: _____
_____	_____ \$ _____ per: _____
_____	_____ \$ _____ per: _____

**Additional Terms:**

**Signatures:** By signing below, you, the under signed, request the described service(s) and agree that all information in this application is accurate. You agree to the terms of the requested service, including fees and charges, and you acknowledge receipt of the following on behalf of yourself and the entity you represent:

Business Debit Card Agreement     \_\_\_\_\_

You authorize us to verify your creditworthiness and employment history, as an individual, through any necessary means, including preparation of a credit report by a consumer reporting agency.

<p>X _____ (Date)          Name/Title: _____          ID: _____</p>	<p>X _____ (Date)          Name/Title: _____          ID: _____</p>
<p>X _____ (Date)          Name/Title: _____          ID: _____</p>	<p>X _____ (Date)          Name/Title: _____          ID: _____</p>

<b>E-BANKING USE ONLY</b>	
<input type="checkbox"/> Approved <input type="checkbox"/> Declined ( <input type="checkbox"/> Notice given) By _____ Date _____	<input type="checkbox"/> Resolution/Authorization dated _____ Notes: _____



## **BUSINESS DEBIT CARD AGREEMENT**

This Business Cardholder Agreement (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Citizens Bank (“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”) 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 Employees as designated in the Agreement. A limit of *Five Cards* may be issued per account; a fee of \$3.00 per card will apply to any cards requested after this limit. 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.

**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 Cards issued to the respective Employees, 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 at once by calling 870-793-4441, or after hours, 855-222-8225.

**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 debit transactions. 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 can be disputed by communicating with Citizens Bank at 870-793-4441 or in writing to Citizens Bank, 200 S Third, Batesville AR. 72501, please provide the following information; Business and Cardholder names, dollar amount of dispute or suspected error, reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Bank no later than (60) days after receipt of the Monthly statement on which the dispute or incorrect debit first appeared. If Bank receives timely notice of any disputed debit, Bank shall seek to resolve the disputed error within ninety (90) days. Although items may be disputed by the Company, the Company remains ultimately responsible for any unresolved disputed transactions and that Bank cannot guarantee the satisfactory resolution to such disputes.

**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, Citizens Bank, 200 S Third, Batesville AR. 72501, unless

otherwise specified herein, must be in writing, postage prepaid or hand-delivered or delivered by telecopy (Fax) at (870) 698-6284 or by email at [customerservice@thecitizensbank.net](mailto:customerservice@thecitizensbank.net).

**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 other 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 18 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. Cards may not be used at specified places of business such as gambling establishments or for any illegal purpose.

**9. Lost or Stolen Cards** – If any of the Cards are lost or stolen, Business should immediately call Citizens Bank at 870-793-4441, after hours, 855-222-8225.

**10. Termination and Return of Cards** – Bank shall have the right, at its sole discretion, and upon five (5) days notice to Company and Employees, to terminate Company's privileges hereunder. All Cards shall be deemed canceled effective upon termination of this Agreement and Company shall instruct Employees to cut in half all Cards. 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.

**11. 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.

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

**13. 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.

**14. 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.

**15. 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 Arkansas.

**16. 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 Independence County District Court or the Circuit Court of Independence County, Batesville AR., whichever court has jurisdiction.

**17. 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). Fees may be changed at any time without prior notice to Company.

Monthly Fee per Card	Free
ATM Cash Withdrawal Fee	Free for any transaction at any Citizens ATM location
ATM Cash Withdrawal Fee	\$1.00 per transaction at any Non-Citizens ATM location (in Addition to any fees or charges assessed by the foreign ATM)
Lost Card Replacement Fee	\$5.00
Limit of Five Cards	\$3.00 fee will apply per card requested over the limit of five cards

**AUTHORIZED SIGNERS:**

- 1.) Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Social Security: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Daily ATM Limit: \_\_\_\_\_ Daily Debit Limit: \_\_\_\_\_
- 2.) Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Social Security: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Daily ATM Limit: \_\_\_\_\_ Daily Debit Limit: \_\_\_\_\_
- 3.) Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Social Security: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Daily ATM Limit: \_\_\_\_\_ Daily Debit Limit: \_\_\_\_\_
- 4.) Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Social Security: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Daily ATM Limit: \_\_\_\_\_ Daily Debit Limit: \_\_\_\_\_
- 5.) Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Social Security: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Daily ATM Limit: \_\_\_\_\_ Daily Debit Limit: \_\_\_\_\_

**BANK USE ONLY:**

Company CIF #: \_\_\_\_\_

**BANK ASSOCIATE:**

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

Branch: \_\_\_\_\_ Date: \_\_\_\_\_