



JONAH BANK BUSINESS VISA DEBIT CARD AGREEMENT AND DISCLOSURE

In this Jonah Bank Business Visa Debit Card Agreement and Disclosure for business debit card(s) (this "Agreement"), the words "we", "our", and "us" mean Jonah Bank, and the words "you" and "your" mean the business which has signed and submitted a Jonah Bank Business Debit Card Application (the "Application") asking us to issue Jonah Bank Business Debit Card(s) in its name for use by its authorized officer, agents, employees or representatives (the "Authorized Users").

- 1. AGREEMENT.** This Agreement governs the use of the Cards and associated Personal Identification Numbers ("PINs") by the Authorized Users to make purchases for business-related expenses and services and to make business-related cash withdrawals we may make available to you, such as automated teller machine transactions, point-of-sale transactions (by PIN or signature authorization), direct deposits to or automatic withdrawals of funds from your account(s). By signing the Application, you consent to be bound by the terms of this Agreement, and you will be responsible for the payment of all transactions arising from the use of any Card issued at your request.
- 2. YOUR REQUEST.** If your request for a Jonah Bank Business Debit Card is approved, then we will issue you a Jonah Bank Business Debit Card(s) and replacement card(s) from time to time, which we will collectively call your "Card". You have also requested that we encode and validate your Card so that it can be used to access your Checking Account (your "Designated Account"). By signing your Application, you represent that all the information in it is true and correct, and you authorize us to verify the information in your Application and to receive and exchange information about you, both now and in the future.
- 3. BUSINESS CHECKING ACCOUNT.** When you completed the Application, you designated a Business Checking Account you maintain with us (the "Account") for the Authorized Users to access by using the Cards. You must maintain the Account with us at all times, and if the Account is closed for any reason, the Agreement and the Card(s) will be terminated. Except for the services described with the Agreement, the Account shall be governed by the current Wyoming Terms and Conditions Disclosure (the "Disclosure") for the Checking Account. In the event of a conflict between this Agreement and the Disclosure or any other agreement between you and us, this Agreement will control with respect to Card transactions made with the Cards and associated PINs. You understand and agree that the Authorized Users may only access the Account by use of the Cards, and we shall not be required to pay checks or other items drawn on the Account and bearing the signature of an Authorized User unless the Authorized User is also an authorized signer on the signature card for the Account.
- 4. BUSINESS USE OF CARD.** By signing the Application, You agree and warrant to us that all Cards issued by us to the Authorized User shall be used solely for business and commercial purposes in connection with your business operations. No consumer use of any Card shall be permitted under any circumstances. You agree to issue appropriate instructions and guidelines in this regard to all Cardholders who are authorized by you to use any Card. Business shall solely be responsible for insuring that all Cards are used for business and commercial purposes and Jonah Bank of Wyoming will not be liable for any misuse of such card by a cardholder. You further agree that any consumer use of any Card shall be immediate grounds for termination of the Agreement.
- 5. LIABILITY & PROMISE TO PAY:** You acknowledge and understand that any card issued under this program will not be treated as a consumer card under the provisions of state and federal law. Business 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 except as covered under Visa Zero Liability Policy. 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 Business for any debits effectuated under the Card issued to the respective Employee, whether authorized or unauthorized, and whether arising from lost or stolen Cards. You accept and agree to undertake the additional risk associated with the use of business purpose cards and agree to assume the greater measure of liability described in this agreement.

Upon receipt of a request for authorization of a transaction made with your card, you (or your agent on your behalf) authorize us to deduct the amount immediately from the available balance in your account.

6. **VISA'S ZERO LIABILITY POLICY LIMITATIONS:** The Visa Zero Liability policy does not apply to ATM transactions, or PIN transactions not processed over the Visa network. Transactions, such as ATM transactions, or PIN transactions not processed over the Visa network that are conducted by the owner, co-owner, Cardholder, persons authorized by the Cardholder, or any other person with an interest in or authority to transact business on the account are excluded from the Visa Zero Liability policy.
7. **VISA'S PROVISIONAL CREDIT:** With regards to transactions processed over the Visa network, the Visa Zero Liability policy requires us to extend provisional credit for losses from unauthorized Business Visa[®] Debit Card use within five (5) business days of your notification of the loss to us. We may require written confirmation of the unauthorized Visa transaction before providing provisional credit. We may, if we have determined that the circumstances or your account history warrant, delay provisional credit to the extent allowed under applicable laws or regulations.
8. **LIMITATION OF LIABILITY:** We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with
 - (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or
 - (2) any error, failure or delay in execution of any Transfer resulting from circumstances beyond our reasonable control, including, but not limited to any inoperability of communications facilities or other technological failure.

Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold us harmless against any claim of a third party arising from or in connection with this Agreement or the service we provide hereunder. In no event, will we be liable for any consequential, incidental, special or indirect losses, damages, including dishonor of checks or other items, or expenses (including counsel fees), which you may incur or suffer due to this Agreement or the services we provided hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

9. **PROMISE TO PAY FEES.** You agree to pay on demand any amounts you owe under this agreement and to pay all the fees and charges that we impose for or in connection with the issuance and use of the Cards. You also agree that we may impose all the additional fees listed in the Schedule of Fees and Charges, including, but not limited to, fees for cash withdrawal transaction at ATMs which are not Jonah Bank ATMs. All the current fees are listed in the Schedule of Fees and Charges. We reserve the right to change these fees at any time. We may change, amend, add to or delete any fees or charges at any time. If we make such a change, you agree that we may provide you with notice of the change by any reasonable method, such as by including a message of or with your Account statement. In addition, we may treat the fees as a debit to the Account and deduct the amount of the fees from the Account. You agree to pay us on demand any deficit balance in your Account along with any overdraft charges, if any, if such deficit balance arose from an electronic fund transfer you authorized. A deficit balance which activates your line of credit, if any, will be repaid under the terms of the agreement for your line of credit. If we ever have to file a lawsuit to collect what you owe us, you agree to pay our reasonable expenses, including our attorney's fees and costs.
10. **AUTHORIZED USERS.** Each Card issued pursuant to this Agreement will bear your name as well as the name of the Authorized User. Each Authorized User must sign their Card prior to its first use. The word "use" shall include any presentation of the Card or disclosure of the PIN in any manner, which permits any person to purchase goods and services or to obtain cash. Only those persons designated by you as Authorized Users shall be authorized to use a Card. You may cancel a Card by telephoning us at (307)266-5662 or (866)504-5111. However, until we receive your written notification and the Card, we can continue to honor transactions initiated with the Card and you will be liable for those transactions.
11. **VISA DEBIT CARD POINT-OF-SALE TRANSACTIONS.** You and any Authorized User may use Your Card and PIN in any of our network of ATM's and such other machines or facilities as we may designate. You and any Authorized User may also use Your Card to purchase goods ("POS") in person, by phone, by computer, pay for services in person, by phone, by computer, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that You can do with a credit card (that a participating merchant will accept with a credit card). At the present time, You or any Authorized User may use Your Card and Your PIN to:
 - a. Complete cash withdrawals at designated locations from your designated account of \$506.00 per day, provided you have enough available funds in Your Account.
 - b. Obtain Account balance.

- c. Transfer of funds between your designated accounts.
- d. Retail purchases at Visa merchants.

- 12. POINT-OF-SALE TRANSACTION-DOLLAR LIMITATIONS.** You and any Authorized User may not exceed more than \$5,000.00 in transactions per day provided you have enough available funds in your account. This includes outstanding preauthorized debits. We have the right to deny any transaction if the transaction exceeds the available balance in the account.
- 13. OVERDRAFTS.** Unless you have a separate line of credit with us, you may not overdraw the Account or any other business Checking Account you maintain with us under any circumstances. If you do, you will be in default under this Agreement, The Disclosure and any related agreement. As a result, we will be under no obligation to authorize any additional transactions. If we pay a transaction initiated with a Card which results in an overdraft in your Account, you agree, upon receiving notice, to immediately deposit sufficient funds to the Account to cure the overdraft.
- 14. ACCOUNT DEBITS.** Any use of a Card by an Authorized User or any other person allowed to use a Card shall authorize us to charge Your Account for the amount of any purchase, cash advance, or other withdrawal. You waive any right to stop payment on any Card transaction. If the payment of a Card transaction would overdraw the Account, we have the option to charge all or a portion of the transaction amount against any other deposit accounts you maintain with us. You agree that we may pay Card transactions in any order we choose, including paying Card transactions prior to checks and other items drawn on the Account. We also have the right to place immediate holds on funds in the Account to pay for Card transactions which we have authorized and are subsequently presented to us for payment. If you gain access with the use of a Card to an account which is not properly available to you, we can charge or credit the transaction to the Account or any of your existing business checking accounts.
- 15. REPRESENTATIONS AND WARRANTIES.** You represent and warrant to us as follows:
- a. All financial and other information which you provide to us from time to time is, and will continue to be, true and accurate. You will inform us promptly in writing of any material changes in this information or your financial condition.
 - b. Cards and PINs issued to Authorized Users will only be used to purchase goods and services and/or to obtain cash advances exclusively for business purposes and must not be used for any unlawful purpose prohibited by applicable laws or regulations.
 - c. You will not become a party to any restructuring of your form of business or participate in any consolidation, merger, liquidation or dissolution without our prior written consent.
 - d. You will notify us, in writing, of any intended change of your name, use of any trade name, and the effective date of such change.
 - e. No action or proceeding is pending against you which might result in any material or adverse change in your business operations or financial condition. You have not violated, and will not in the future violate, any applicable federal, state, or other laws or regulations which may materially and adversely affect your business operations or financial condition.
- 16. SETOFF; SECURITY AGREEMENT.** We reserve the right of set-off against any obligation we owe you, such as the balance in the Account and any other deposit account you maintain with us. By signing the Application, you also granted to us a Uniform Commercial Code security interest in the Account and any other deposit account you maintain with us, currently or in the future, to secure payment of all amounts owing at any time under this Agreement and any other indebtedness to us. You agree that we may set-off and enforce our security interest without prior notice to you.
- 17. DEFAULT.** You will be in default if you fail to comply with any of the terms and conditions of this Agreement or if you are in default under any other loan, deposit or banking services agreement, or arrangement which you have with us now or in the future. You will also be in default if any of the following events occur:
- a. You permit the Account to be overdrawn or you exceed the credit limit of any associated overdraft line of credit.
 - b. You fail to make any payment under any indebtedness to us or any of our affiliates when due.
 - c. You provide or cause to be provided to us any false or misleading signatures or representations.
 - d. A garnishment, judgment, tax levy, attachment, or lien is entered or served against you, or against any of the property owned by you.
 - e. You die, become legally incompetent, are dissolved or your existence is terminated, you cease to operate your business, become insolvent, make an assignment for the benefit of creditors, fail to pay any debts as they become due, a receiver or other custodian is appointed or takes possession of any of your property, or you become the subject of any bankruptcy, insolvency or debtor rehabilitation proceeding.

- f. We learn from a credit reporting agency or other source that your financial condition has deteriorated significantly or your debt or available unused credit lines from other lenders, in our opinion, has become excessive.
- g. We have reasonable cause to believe that you will not be able to repay us, for any reason, any amount you owe us under this Agreement, the Account Agreement or any other agreement between you and us.

Upon the occurrence of any event of default, we will be entitled to terminate your rights under this Agreement without notice to you and recover possession of all Cards which have been issued to you. We also have the right to deny all Card or other transactions relating to the Account and we may immediately charge the Account for accumulated Card transactions. We also will have the right to terminate, freeze and enforce our security interest against the Account and any other deposit account you maintain with us, and we may refuse to authorize any further Card transactions and return unpaid any checks or other items drawn on the Account or any other business checking account you maintain with us which may have been presented to us for payment. Our failure to act or exercise any remedy on one occasion will not amount to a waiver of future remedial rights on any other occasion.

18. **TRANSACTION AUTHORIZATIONS.** Certain purchases and cash advances may require an authorization from us or our service provider prior to completion of the transaction. In some cases, the Authorized User may be asked to provide identification. If the authorization system is not functioning, we or our data processor may not be able to authorize a transaction even if the Account has sufficient funds and you or your Authorized Users are within the established limits. We will not be liable to you or the Authorized User if any of these events should occur and a transaction is not authorized and completed.
19. **WAIVER OF STOP PAYMENT:** You understand and agree that you may not place stop payment orders on any transactions originated by use of your card.
20. **RETURNED MERCHANDISE.** If a cardholder subsequently returns merchandise or requests credit for services purchased with the Card, the merchant will furnish the Cardholder with a credit slip or receipt. You must save this credit slip or receipt and compare with your monthly statement. We will not process any credit item to your Card Account without a proper credit issued by the merchant. When a credit item has been processed, and credited to your account, we will not refund any finance charges or other charges, which may have accrued against your Card, or account because of the initial debit to your account.
21. **DISPUTES WITH MERCHANTS.** You agree to resolve with any merchant any disputes you may have concerning the merchant's charges for goods and services you pay for by use of your card or your PIN.
22. **LODGING RESERVATIONS AND MERCHANT AUTHORIZATIONS.** If a cardholder cancels any lodging reservation made using the Card, the Cardholder must obtain a cancellation number. Jonah Bank of Wyoming will give no credit for cancellation until it is in receipt of the cancellation number.
23. **LOST OR STOLEN CARDS AND PINS.** If you believe that a Card and/or its associated PIN has been lost, stolen or used in an unauthorized manner you agree to notify us immediately of this event by calling us toll-free at 1-866-504-5111 or 1-800-554-8969 and to promptly confirm such notice in writing. Mailed confirmation of lost or stolen cards should be sent to: Jonah Bank of Wyoming, 3730 E. 2nd Street, Casper, WY. 82609.

You will continue to be liable for all transactions initiated with the Card and/or its associated PIN up to the first business day following the day on which we receive written notice. We will not be liable for consequential damages arising from the unauthorized use of the Card.

24. **DUTY TO EXAMINE ACCOUNT STATEMENT:** Each month the Business 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 to us by telephone 1-866-504-5111 or in writing to Jonah Bank of Wyoming, 3730 E 2nd Street, Casper, WY. 82609. Communications shall include the Cardholder and Business 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 us within sixty (60) calendar days of the mailing date of the Monthly Statement on which the dispute or incorrect debit first appeared. If we receive verbal notification, we may require written confirmation within ten (10) business days. You are responsible for the review of your statement. Failure to notify us within such time noted above shall conclusively establish that the statement is correct and that the full amount owed under such statement is a valid obligation under the terms of this Agreement.

25. ERROR RESOLUTION PROCEDURE: If we receive timely notice of any disputed debit, we shall initiate a provisional credit to the appropriate account and shall thereupon seek to resolve all documented chargeback requests within ninety (90) days (or as allowed by law or regulation) of the date of receipt of such request. If you notify us of an error or discrepancy in your periodic account statement within sixty (60) days. We will investigate the matter and notify you of the results of our investigation as soon as we have been able to obtain, and verify all relevant information in accordance with the prevailing operating rules of Visa[®] and endeavor to correct such error or discrepancy. We will have no obligation to credit your account for any erroneous or unauthorized transaction unless caused by our negligence. If we determine that no error or unauthorized use has occurred, you may request us to mail copies to you of the document or information on which we relied in making our determination.

26. CREDIT INFORMATION. When you signed the application, you authorized us to obtain a credit report and any other information about your creditworthiness, as well as the creditworthiness of any of your principal owners. Any unfavorable information will be grounds for us to deny your application or terminate this Agreement or other agreements or accounts you may have with us. By issuing Cards to you, we are relying on all financial and other information you have given us from time to time. You agree to provide us with financial information at our request so that we can evaluate your continued capacity to meet your obligations under this Agreement.

27. ARBITRATION. If you or we request, any controversy or claim between you and us with respect to the Cards or the Account will be decided by binding arbitration conducted, without a judge or jury, in the State of Wyoming under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrators will apply any applicable statutes of limitation under Wyoming law in determining any claim, and will determine any controversy concerning whether an issue is arbitrable. Judgment on any arbitration award may be entered in any court having jurisdiction. This agreement to arbitrate will not limit or restrict the right, if any, of you or us to exercise, before, during or following any arbitration proceeding, with respect to any claim or controversy, self-help or provisional remedies provided for in this Agreement or under applicable law, such as setoff, or to seek injunctive relief in any court having jurisdiction, and you and we may seek these remedies without waiving our right to submit the claim or controversy to arbitration at a later date. If either you or we submit a controversy or claim to arbitration, the prevailing (winning) party will be entitled to recover its reasonable attorney's fees and costs.

28. DISCLOSURE OF ACCOUNT INFORMATION. In the ordinary course of business, you agree that we may disclose information about the Account to credit bureaus, and merchants and other third parties you pay with the Cards:

- a. If it is necessary for completing a Card transaction or resolving errors involving them; or
- b. In order to verify the existence and condition of Account, including, but not limited to, whether there are sufficient funds in the Account to cover a Card transaction or a check or other item drawn on the Account; or
- c. In order to comply with government agency or court orders; or
- d. To answer inquiries for electronic fund transfer error information from other institutions with which you have an agreement; or
- e. If you give us your written permission.

You acknowledge and agree that we may disclose information about the Account or any other deposit account you have with us to an account or check verification service if any authorization for a Card transaction is denied or if any check drawn on the Account or any other business checking account you have with us is returned for insufficient funds, or if we close the Account or any other deposit account you have with us because of unsatisfactory handling, fraud, attempted fraud or criminal activity. Information that we normally report includes the name, address and federal tax identification number of the account holder and whether we closed the account for cause. The account or check verification service may supply that information to other financial institutions or agencies. You specifically authorize the sharing of information about the Account among us and any of our affiliates.

29. FORCE MAJEURE. We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including, without limitation, any act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of Card transactions.

- 30. DAMAGES, ATTORNEY'S FEES, COSTS AND INTEREST.** You will be liable for any loss or damages resulting from your breach of this Agreement or to which your negligence contributed. You will also be liable for any loss or damages resulting from unauthorized, fraudulent, or dishonest acts by any Cardholder or any of your current or former authorized representatives. If we undertake collection or legal action to enforce our remedies under the terms of this Agreement, you agree to pay our attorney's fees, expenses, and litigation costs to the extent permitted by law.
- 31. NO WAIVER.** If we delay enforcing any of our rights under this Agreement, we will not lose those rights.
- 32. TERMINATION.** You may terminate this Agreement at any time by providing us with written notice and returning the Cards which have been issued in connection with the Account. Termination of service will be effective the first business day following receipt of your written notice and the return of all Cards which have been issued to you. We have the right to terminate this Agreement or cancel any of the Cards at any time without notice. In the event this Agreement is terminated for any reason, you must still pay any present or future transactions resulting from the use of any Card, or PIN. Termination of this Agreement will not affect the rights and responsibilities of parties under the agreement for transactions initiated before termination. At all times, the Cards will remain our property and must immediately be surrendered to us at such time as this Agreement is terminated, the Account is closed, or any Card is canceled.
- 33. CHANGE OF TERMS.** We may change, amend, add to or delete any term or condition of this Agreement, including, but not limited to, the amount of any fees or charges at any time. If we make such a change, you agree that we may provide you with notice of the change by any reasonable method, such as by including a message on or with your Account statement. The change will be effective upon the date of the notice unless otherwise provided. If under applicable law any such change requires your approval, your continued use of the Cards on or after the date you receive the notice means that you accept and agree to the change. If the change is necessary to maintain or restore our security system, however, we will not notify you in advance.
- 34. FOREIGN TRANSACTIONS.** All transactions into or from the Account will be stated in U.S. dollars. If an Authorized User uses a Card to initiate a transaction in a foreign currency, the amount of the transaction will be converted to U.S. dollars by Visa International when the item is processed. The exchange rate applied to such transactions will, depending on the foreign currency involved, be either;
- a. The wholesale market rate; or
 - b. The government mandated rate in effect one day prior to the processing date, plus a percentage fee for Visa International's services.
- 35. BUSINESS DAYS.** Every day is a business day, except Saturdays, Sundays and days on which federal holidays are observed by us. Transactions processed after normal business hours, and on Saturdays, Sundays and federal holidays, will be posted on the next business day.
- 36. ASSIGNMENT; SUCCESSORS.** You may not assign to anyone your rights under this agreement. This Agreement shall be binding upon your successors, administrators, and personal representatives.
- 37. NOTICES.** Except with respect to notices relating to the lost or stolen Cards, all notices, requests and other communication provided must be directed to the other party in writing delivered in person to one of our banking facilities or by using an acceptable form of communication which has been agreed upon within this Agreement. We may provide notice to you under this Agreement by mailing the notice to the address listed in our records or by fax or encrypted email if elected on the Application form. You may provide notice to us by mail at Jonah Bank of Wyoming, 3730 East 2nd Street, Casper, WY 82609 or by fax at 307-266-5663.
- 38. GOVERNING LAW.** This Agreement will be governed by the laws of the State of Wyoming and applicable federal laws. If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

**We cannot accept notification of lost or stolen
PIN, Access Codes, or unauthorized transfers via Email.**

HOURS

Lobby: Monday – Friday 8:00 am – 5:00 pm
Drive Up: Monday – Friday 8:00 am – 5:30 pm