

**BUSINESS
DEBIT CARD
AGREEMENT**

BB&T

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In this Agreement, the words “we,” “our,” “us” “Bank” and “BB&T” mean Branch Banking and Trust Company, its successors, affiliates and assigns. The words “you” and “your” mean the company which has requested and been issued the BB&T Business Debit Card (“Card”) in its name and its officers, agents, employees or representatives (“Cardholders”) who have been authorized to use the Card for business purposes only.

- 1. Agreement.** The terms and conditions of this Agreement are in addition to the terms and conditions of the Commercial Bank Services Agreement provided to you at account opening (“CBSA”) which is incorporated herein by this reference. By execution of the BB&T Business Debit Card Form (“Form”) or use of a Card, you consent to be bound by the terms of this Agreement and be responsible for all uses of any Card, Card number or Personal Identification Number (“PIN”) issued hereunder. In the event of a conflict between this Agreement and the CBSA or any other agreement between you and us, this Agreement will control with respect to transactions made with any Card, Card number and/or PIN.
- 2. Business Account.** The Card may only be used to access the business checking or savings account(s) that you designate. You must select a business checking account to be your primary account (“Account”) from which the total amount of purchases made with any Card will be debited. If you fail to select a primary account we reserve the right to assign one of your accounts as your primary account. You may add, delete or change your primary account and other designated accounts in writing. The Card may not be used to access any personal accounts even if you are a sole proprietor. If the Account is closed for any reason, this Agreement will be terminated. There is no limit on the number of deposits, withdrawals, purchases, transfers or inquiries you may make on a checking account. Savings accounts are limited to six (6) third-party pre-authorized or automatic withdrawals or transfers per monthly statement cycle. No more than three (3) of these may be made by check or point-of-sale purchase (“POS”) transactions. There is no limit on the number of automated teller machine (“ATM”) withdrawals per monthly statement cycle.
- 3. Business Purpose.** By signing the Form or using the Card(s), you agree and warrant to us that all Cards issued by us to any Cardholder shall be used solely for business or commercial purposes and that you will not permit consumer use of any Card under any circumstances. You may not use the Card to conduct illegal transactions, such as gambling, or to purchase illegal goods and services. The Bank may refuse to authorize a Card transaction if: (i) the Card is reported lost or stolen; (ii) the Bank is uncertain as to whether or not the transaction is authorized by you; or (iii) the Bank reasonably believes that the transaction is made in connection with an unlawful transaction or activity, including without limitation, gaming, gambling, lottery, or similar activities. You further agree that any consumer or personal use of any Card is immediate grounds for termination of this Agreement by BB&T. You acknowledge and agree that any Card issued under this Agreement will not be treated as a consumer access device under the provisions of the Electronic Funds Transfer Act or any other applicable law.
- 4. Fees.** You agree to pay any fees and service charges applicable to your Accounts and Cards. These charges are subject to change. The Business Services Pricing Guide, which lists our current charges, is available at our branch offices and is incorporated herein by this reference. A fee may be imposed for a balance inquiry even if you do not complete a transaction. Fees may be deducted from the Account in any order. We may charge a fee when you use an ATM that does not display the BB&T logo.
- 5. Cardholders.** Each Card issued pursuant to this Agreement will bear the company name as well as the name of the Cardholder. An authorized signer on the business checking account will designate who shall be a Cardholder. Each Cardholder must sign his or her Card prior to its first use. The word “use” includes any presentation of the Card, Card number and/or disclosure of the PIN in any manner that permits any person to purchase goods and services or to obtain cash.
- 6. Card Transactions.** Depending on the Access Options that you have selected for the Cardholder on the Form, a Card may be used for the following purposes:

 - (a) POS Transactions. Cards may be used for POS transactions to purchase goods and services for business purposes at any merchant location where VISA® cards are honored. If you use your Card to purchase goods and services, including Internet purchases, you authorize us to debit your Account, and you agree that your authorization may result in an immediate withdrawal from the Account, even though the transaction may not actually be posted to that Account until a later date. Certain merchants, including restaurants, hotels, and car rental agencies, may require that a purchase be preauthorized. Preauthorization may result in a hold being placed on funds in your Account for the estimated amount of your purchase. See Section 12 for more information on Holds.
 - (b) ATM Transactions. Cards may be used to withdraw cash, make deposits, obtain balances and make transfers at ATMs. The amount of cash that can be withdrawn in one day at an ATM will be restricted based upon the Access Option you selected. All ATM transactions performed with the Cards are subject to the cutoff times established from time to time by the owners or operators of the ATM. Any ATM transaction initiated after the cutoff time will be posted to your account on the following business day.

For new deposit accounts, ATM deposit functionality may be limited for temporary access devices.
 - (c) Other Transactions. If you have selected the Access Option for one or more of the Cardholders that permits Change of Address and Call Center/VRU Access, these Cardholders may change the address to which the Account statement is mailed, access Account information and perform transactions through BB&T’s Call Center.
- 7. Refunds and Returns.** Any claims concerning goods or services purchased with your Card must be resolved by you directly with the merchant who sold you the goods or services.

8. **Overdrafts.** If the amount of your purchase(s) exceeds the balance in your Account, the transaction will be handled in accordance with Overdraft section of the CBSA provided at account opening or at BBT.com.
9. **Access Options.** Access Options determine the type and amount of transactions a Cardholder may perform. You understand and agree that each Cardholder's transaction activity will be limited by either a daily limit or the amount of collected funds in the Account. You agree that the Cardholder will not exceed the designated limit, and that we have the right to deny any transaction if the transaction will cause a Cardholder to exceed the limit or the collected balance in the Account. If the Cardholder initiates transactions that exceed a limit or we allow access that exceeds the limit, we can charge the transaction to your Account without giving up any of our rights under this Agreement. In addition, if we permit Cardholders to exceed their limit on any occasion, we are under no obligation to do so in the future. The amount a Cardholder may withdraw in a single transaction may be less than the transaction limit under certain circumstances. We have the right to change these limits from time to time.

Access Options are as follows:

Access Options	Daily Spending Limits	ATM Withdrawal Limits	ATM Deposits	ATM Inquiries	Transfers	Change of Address	Call Center/VRU Access	Online Banking	Mini & Full ATM Statements
I	\$6,000	\$1,500	Yes	Yes	Yes	Yes	Yes	Yes	Yes
II	\$3,500	\$1,000	Yes	No	No	No	No	No	No
III	\$1,500	\$500	Yes	No	No	No	No	No	No

10. **Customizing Card Limits and Transactions.** You may choose to establish lower maximum ATM withdrawal amounts or daily limits for POS transactions. You may also choose to block ATM transactions, POS purchases, transfers and other Card functions. Customized settings may be removed to return a Card to its original limits and functions.
11. **Safeguard of Card.** You agree to safeguard any Card, Card number and PIN issued under this Agreement and to cause each Cardholder to safeguard the Card, Card number and PIN by adopting security measures to prevent any unauthorized person from obtaining possession of a Card, Card number or PIN and by taking all reasonable precautions, including but not limited to: (i) not keeping the Card and corresponding PIN in the same location; (ii) not writing the PIN on the Card or on anything carried along with the Card; (iii) memorizing the PIN and destroying or keeping under lock anything on which the PIN is written; (iv) not disclosing a Card number or PIN to any unauthorized party; and (v) maintaining current anti-virus and spyware software on your computer and computer system to protect your Card and Account information. If any person for whom you have requested a Card or to whom you have given the PIN ceases to have authorization to use the Card or PIN, whether by termination of employment or otherwise, you should contact and return the Card to us immediately in accordance with Section 13.
12. **Authorization Holds.**
When you use your Card to pay for goods or services, certain merchants such as car rental agencies or hotels may ask us to authorize the transaction in advance and may estimate the transaction amount. When we authorize the transaction in advance, we will place a temporary hold on the funds for the amount indicated by the merchant. The hold on your Account will be released in three (3) business days, or when the pre-authorized transaction settles, whichever first occurs. Any claim or dispute regarding pre-authorizations submitted by merchants must be directed to the merchant or other business establishment at which you made the purchase.
13. **Reporting Lost or Stolen Cards and Unauthorized Transactions.**
If you believe that a Card, Card number and/or its associated PIN has been lost or stolen, or that an unauthorized transaction has been made using the Card, immediately call BB&T Phone 24 at 1-800-226-5228 or contact your local financial center. We may require that you put your claim in writing, which must be sent to:

BB&T Fraud Management
P. O. Box 1014
Charlotte, North Carolina 28201

14. **Liability for Unauthorized Transactions.**
You are responsible for all authorized uses of the Card. An "unauthorized" use is a transaction initiated by someone other than you, without your express or implicit authorization and you receive no benefit from the transaction. If the Card is used to make an unauthorized transaction, your liability for the unauthorized transaction will be \$0 except in the following cases: (i) we determine that the unauthorized transaction was a result of gross negligence or fraud on your part; (ii) you fail to provide us with a written statement or an affidavit of your claim within the time requested; (iii) we determine that the transaction was not "unauthorized" as defined in this section; or, (iv) you fail to report the loss, theft, or unauthorized use of the Card within thirty (30) days after the date of the transmittal of the first statement on which the unauthorized transactions first appear. In these cases, you are fully liable for all transactions conducted using the Card, Card number, or PIN.

In addition, you may be fully liable for all transactions conducted using the Card, Card number, or PIN if: (i) you give the Card, Card number, or PIN to another person who you expressly or implicitly authorize to use the Card, and that person exceeds the authority granted, or that person continues to conduct transactions after you have terminated authority, unless you have requested in writing that we cancel your

Card and PIN and have given us a reasonable period of time to act upon such notice; (ii) you fail to safeguard the Card, Card number, or PIN as required by this Agreement; (iii) the transaction is conducted by a person who has an ownership interest in your company, by a Cardholder or a person authorized by a Cardholder, or by any other person who has an interest in the Account or who has authority to conduct transactions on the Account; or (iv) our investigation reveals that the facts do not reasonably support a claim of unauthorized use.

We will conditionally credit your Account within five (5) business days after receipt of oral notification from you. We may reverse the credit to your Account within ninety (90) days after receipt of your claim if you do not provide your complaint in writing to us within the time period requested or if, after an investigation, we reasonably determine that the transactions were not unauthorized.

15. **Bank Statement.** Your regular monthly bank statement will describe all Card transactions. You agree to examine your bank statement each month and immediately report any discrepancies or errors to us. If you fail to notify us of discrepancies, errors, or unauthorized transactions within thirty (30) days from the date of the first bank statement containing such information, we will be entitled to treat such information as being correct in all respects and will have no liability to you for any discrepancies, errors or unauthorized transactions.
16. **Limitation of Liability.** The Bank shall not be liable for its inability to perform its obligations under this Agreement as a result of causes beyond its 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 with the acceptance and processing of Card transactions. Under all other circumstances, we will not be liable to you for our acts or omissions under this Agreement except to the extent we have acted with gross negligence or willful misconduct. To the extent that we are found liable, you may only recover an amount limited to your actual damages, not to exceed the total fees and charges paid by you in connection with the services under this Agreement during the six (6) month period immediately preceding the event giving rise to the claim. In no event will you be able to recover from us consequential damages, exemplary damages or lost profits, even if you advise us of the possibility of such damages. All claims against us arising out of or related to this Agreement must be submitted to us in writing no later than one (1) year after the date on which the transaction giving rise to the claim occurred or should have occurred, otherwise such claim is barred and void.
17. **Credit Information.** You authorize us to obtain, at any time, any personal, consumer or business credit report on any Cardholder. Any unfavorable information will be grounds for us to deny your form 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 we have obtained or that you have given us. 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.
18. **Disclosure of Account Information.** You agree that we may disclose information about your Accounts to credit bureaus, merchants and other third parties you pay with the Cards: (i) if it is necessary for completing a Card transaction; (ii) in order to verify the existence and condition of any Account, including, but not limited to, whether there are sufficient funds in an Account to cover a Card transaction or a check or other item; (iii) in order to comply with government agency or court orders; (iv) if you give us your written permission; and, (v) in order to process disputes. You acknowledge and agree that we may disclose information about any Account you have with us and your use of the Card in connection with such Account to an account or check verification service. The account or check verification service may supply that information to other financial institutions or agencies. You specifically authorize the sharing of information about any Accounts among us and our parent, and any of our, or our parent's, subsidiaries and affiliates.
19. **Termination.** You may cancel Cards and terminate this Agreement at any time by providing us with written notice and returning the Cards. 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, Card number or PIN. 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.
20. **Change of Terms.** We may change, amend, add to or delete any term or condition of this Agreement, including, but not limited to, the Access Options and components of these Options, and 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 bank 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.
21. **International Transactions.** Visa will convert to U.S. dollars any purchase, credit, cash disbursement, ATM transaction or reversal transaction made to your account in currency other than U.S. dollars. The conversion rate will be determined using VISA currency conversion procedures then in effect under the currency conversion procedure that VISA uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate is subject to change by VISA. The date the conversion rate is applied by VISA is either: (1) the date the transaction is processed; or (2) the day before the date the transaction is processed. Thus, the conversion rate applied may differ from the rate on the date of your transaction. Any fees imposed by us in connection with foreign currency conversions and in connection with transactions occurring outside of

the United States, Puerto Rico, and the U.S. Virgin Islands (international transactions) are contained in the Business Services Product and Pricing Guide.

22. Arbitration Agreement. IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAW-SUIT, CLASS ACTION ARBITRATION OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.

Any dispute, claim, controversy or cause of action, that is filed in any court and that arises out of or relates to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator at a location mutually agreed upon in the state where your account is maintained, or as may be otherwise required under the JAMS *Minimum Consumer Standards*, which are incorporated by reference herein. The arbitration shall be administered by JAMS pursuant to its *Streamlined Arbitration Rules & Procedures*. Judgment on an award may be entered in any court having jurisdiction. This clause shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in its award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Notwithstanding other language in this agreement, a party retains the right to bring an action in small claims court if it is within the jurisdictional limits of the court. If a party elects arbitration, it may be conducted as an individual action only. This means that even if a demand for a class action lawsuit, class arbitration, or other representative action (including a private attorney general action) is filed, the matter will be subject to individual arbitration. Either party may bring a summary or expedited motion to compel arbitration or to stay the litigation of a matter in any court. Such motion may be brought at any time, and the failure to initiate or request arbitration at the beginning of litigation shall not be construed as a waiver of the right to arbitration. If a party elects to arbitrate it shall provide notice to the other party. The Bank shall provide notice to you at the address we have in our records, and you may provide notice to: Litigation Practice Group Manager, BB&T Legal Department, P.O. Box 1255, Winston-Salem, NC 27102.

You may obtain a copy of the rules of the arbitration administrator, including information about consumer arbitration, fees, and instructions for initiating arbitration by contacting JAMS at www.jamsadr.com. Phone: 800-352-5267.

You and the Bank each agree that under this Agreement, you and the Bank are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code ("FAA") and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages (to the extent not limited by this Agreement), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision and the administrator's rules. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. However, we will consider in good faith any reasonable written request for us to bear the cost of your appeal. We will pay any fees or expenses we are required by law to pay or in order to make this arbitration provision enforceable.

This arbitration provision shall survive termination or suspension of the Account or this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or Agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

23. Business Days. For purposes of these disclosures, our business days are Monday through Friday, except bank and/or federal holidays.