

VISA® BUSINESS CHECK CARD ACCESS AGREEMENT

This Visa Business Check Card Access Agreement (“Agreement”) specifies the rights and obligations of Santa Clara Valley Bank (“Bank”) and the Bank’s customer (“Company”) described below. Company agrees to the terms and conditions provided herein.

In this Agreement the term “Company” includes all depositors named as owner(s) of the accounts accessed by the VISA® Business Check Card and anyone else that the owners permit to use the VISA® Business Check Card (“Cardholders”). By using Bank’s VISA® Business Check Card, Company agrees to all of the terms and conditions set forth below. The VISA® Business Check Card is a debit card, and all ATM, purchase and POS (Point of Sale) transactions with the Card will be deducted from the appropriate Company account. The Cards are not credit cards, which means Company may not defer payment of transactions.

1. Access Device Issuance. Bank will issue one or more Cards which may be used to access Company’s account(s) that are linked to the Card (“Linked Accounts”). Company will specify each Linked Account on Company’s application. Additional accounts may be linked by submitting a new application. Company certifies that all accounts Linked to the Cards have been established for a purpose other than personal, family or household use. Company may from time to time instruct Bank to issue new Cards or replacement Cards, or to retire outstanding or previously issued Cards.

Each Card will be issued in Company’s name and that of a person designated in Company’s application as an authorized user (a “Cardholder”). It will also bear a unique identifying number, it will include a field for the signature of the Cardholder, and a unique personal identification number (“PIN”) for ATM and POS transactions. A Card may be used with a PIN for POS and ATM transactions and without a PIN for VISA® Check Card transactions. In VISA® Check Card transactions, the signature of the named cardholder may or may not be required (for example, no signature is required in Internet, telephone and other signature-less environments).

2. Services. Cards provided in connection with this Agreement may be used to obtain the following services (“Services”):

- a. Withdraw cash from Linked Accounts at participating ATMs (ATM withdrawals);
- b. Transfer funds between Linked Accounts (identical ownership with the same signers is required);
- c. Purchase goods and services at merchants that display the STAR System or Cirrus logo (POS transactions);
- d. Purchase goods and services at merchants that display the VISA® logo, applicable to VISA® Check Card only (Purchase transactions);
- e. Obtain a cash advance at financial institutions that accept VISA® Check Cards with the VISA® logo (Cash Advance transactions); or
- f. Make deposits at Bank ATMs.

Some of these services may not be available at all ATMs, terminals or merchant locations.

3. Dollar Limitations. There are various limits on transactions and dollar amounts that we impose on the use of the Cards. If Company desires other or supplemental dollar limitations as a risk-control measure, Company must inform Bank and inquire if the desired risk-control measures are available from Bank. The following limits apply to each Card separately and individually:

<u>\$500.00</u>	ATM withdrawals per Card per business day; in total ATM withdrawals per Card per business day from ATM’s;
<u>\$1,000.00</u>	POS transactions per Card per business day; in total POS transactions per Card per business day.

Transactions may also be limited by the owner of the ATM or by a merchant, or by the operator of or any other participant in any system used in the transaction. Bank is not responsible for these limitations. Cash back amounts in a Purchase transaction will count as and be applied against the “POS transaction” limit. Bank may but is not required to prevent transactions the effect of which would exceed the amount of available funds in the account being accessed at the time authorization is sought for the transaction or at any time prior to settlement by Bank on the transaction.

Card usage limitations may be affected by Bank's "cut-off" times. Transactions processed after a cut-off time on a business day, or on any day that is not a business day, are treated as occurring on the next business day. Bank's business days are Monday through Friday, except holidays. Bank's cut-off hours are 12:30 p.m. for ATM and POS transactions.

4. Account Limitations. Federal Regulations also limit certain types of transactions/transfers from a Money Market or Savings Account. Company is permitted to make no more than six transfers and withdrawals, or combination of them, per calendar month or statement cycle, to another account or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, and no more than three of the six may be made by check, draft, debit card or similar order by Company and payable to third parties. Please refer to the specific account type disclosure for a more complete description of these transaction/transfer limitations.

5. Hold on Funds; Security Interest. When Company uses a Card, a hold may be placed on funds in the Linked Account. The hold may be for the amount of the transaction, or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds will not be available for other account purposes, and Bank has the right to return checks or other items drawn against the Account to maintain sufficient funds to pay for any previously authorized Card transactions. The hold may be released on or before the date that the Card transaction is settled through the appropriate system (normally, STAR, CIRRUS or the VISA system), and Company agrees to maintain sufficient available funds on deposit in the affected account to cover all previously authorized transactions. The hold may continue even if Company does not purchase any goods or services for which authorization was obtained. If checks are returned, Company agrees to pay all applicable non-sufficient funds fees. Bank may, but is not obligated to, allow transactions which exceed Company's available balance. If Bank does, Company agrees to pay the overdraft. Company also agrees to pay the overdraft charges in effect for each transaction which causes Company's available account balance to be exceeded. If Bank allows transactions to be authorized or paid in excess of the available balance, Bank may discontinue that practice at any time for cause or without cause, and with or without notice to Company. Bank may honor withdrawals, checks, funds transfers, payment orders, Card transactions or other account debits or activity in any order of payment Bank chooses, and may change the order of payment at any time with or without notice to Company.

Company grants to Bank a security interest in all accounts of Company at Bank, and in all funds in such accounts, to secure Company's obligations to Bank under this Agreement.

6. Fees. Bank may impose fees in connection with the Services contemplated under this Agreement as set forth in the Electronic Funds Transfer Agreement. Transactions may be subject to service charges imposed by other financial institutions or by merchants. Bank reserves the right to modify its fees in connection with the services contemplated under this Agreement, upon notice as provided below. Company agrees to pay for all such fees or charges as they may change from time to time.

7. Company's Representation and Warranties. Company represents and warrants to Bank as follows: Company has all requisite power and authority to enter into this Agreement. The entering of the Agreement, and execution of the corresponding application incorporating the same, has been duly and validly authorized by all necessary action. Further, the individual or individuals who execute the application for the services contemplated under the Agreement on Company's behalf is each duly authorized by Company to do so.

8. Company's Liability. Use of the Card(s) or a PIN is controlled by Company and Bank has no obligation or responsibility to limit Card use to individuals specified as "authorized signers" on a signature card for any Linked Account or to other individuals specifically identified by Company as authorized to use a Card or corresponding PIN.

All use of a Card bearing Company's name to obtain Services will be and will be deemed to be an act of and the responsibility of Company. Company will be liable for all transactions made using a Card, PIN or Card number, or otherwise in connection with the Service contemplated under this Agreement. Company shall be responsible regardless of whether such transactions were effectuated: (a) by or on behalf of any authorized individual, or for any authorized purpose, or by an unauthorized person or in conflict with any usage limitation established by Company; (b) using a valid PIN; or (c) in accordance with any rules or regulations of VISA®, STAR System, CIRRUS, the Bank or any merchant. Without limiting the foregoing, Company is responsible for any and all transactions of any type processed through an authorized system if Bank receives transaction data identifying a Card, PIN or other access device as one issued to Company. For purposes of this Agreement, an authorized system is any system that will process transaction data for valid Cards (including VISA® and any other POS or ATM system shown as a logo on any Card).

Company acknowledges that Company is responsible for all uses of a Card or PIN, and all transaction data received by the Bank that identifies an access device as a Company access device, whether or not the particular transaction was or was not authorized by Company. Company agrees to pay to Bank for all transactions for which Company is liable under this Agreement, and authorizes Bank to charge any account of Company at Bank for the same (including all Linked Accounts).

Company's liability for all transactions data under this Agreement will continue until the later of the time that all Cards are returned to Bank, or Company instructs Bank to cancel all Cards and Bank has had a reasonable opportunity to cancel all Cards. Company understands that loss or theft of a Card, or any unauthorized use of a Card, is no basis for Company to avoid liability for a Card transaction, whether before or after Company informs Bank of loss or theft of the Card. Bank may from time to time require closure of a Linked Account or accounts and re-issuance of one or more Cards as a means of preventing further losses, and Company agrees to bear all costs associated with the same.

Issuance of the Card(s) provided pursuant to this Agreement creates an inherent risk of unauthorized use. Authorization for use of the Cards and any PIN(s) is not dependent upon or limited to either those individuals specified on the signature card for a Linked Account, or other individuals specifically authorized by Company to use a Card or PIN. Authorization for use of the Card(s) and corresponding PIN(s) will not be subject to review by Bank.

Company acknowledges that the use of a PIN or signature in connection with a Card transaction provides a commercially reasonable degree of protection in light of the particular needs and circumstances of Company. Bank may verify the authenticity of a Card transaction in the name of Company using these security procedures, and the transaction will be effective as the transaction of Company.

Company warrants that it will not redistribute the Card(s) among individuals not named on the Card. Company specifically assumes any risk associated with the fact that the Company may distribute, and redistribute the Card(s) among various individuals, and to decide whether and to whom PIN information will be provided. Company further assumes any risk associated with disclosing PIN information to others, including, but not limited to, risks of loss associated with theft or embezzlement.

Company's Liability for Unauthorized VISA® Transactions is limited to zero dollars (\$0.0), provided Company:

- a. Notifies Bank of the unauthorized transaction promptly following Company's discovery of the same, or of Company's suspicion that an unauthorized transaction has or may occur; and;
- b. Does so within 60 calendar days of the mailing date of the first statement showing unauthorized VISA transactions. Bank may require written confirmation to Bank. Bank may increase the limit of Company's liability for unauthorized VISA transactions if Bank determines that Company or a Cardholder were grossly negligent in the handling of the affected account or Card.

For purposes of zero liability, above, an unauthorized VISA transaction means use of a Card by a person, other than Company or the Cardholder, who does not have actual, implied or apparent authority for the use and from which neither the Company nor any Cardholder receives any benefit. An unauthorized VISA transaction does not include, and the limitations under section 8 will not apply to:

- a. Use of a Card by a person who was given the Card or a PIN by a Cardholder or by Company, even if the person exceeds any limitations imposed by the Cardholder;
- b. Any transaction conducted by a business co-owner of Company, or any person with an interest in or authority to transact business on the affected account;
- c. Any transaction that is not governed by rules adopted by VISA and applicable to VISA Business Check Card transactions; or
- d. Transactions not subject to liability limitations under applicable VISA rules.

9. Limitations on Company's Liability. This Section 9 applies only if one or more of the Linked Accounts is linked to a line of credit which may be accessed to cover or prevent overdrafts on the Linked Account.

- a. In this Section 9, "Unauthorized Use" means use of a Card by a person, other than Company or the Cardholder, who does not have actual, implied or apparent authority for the use and from which neither the Company nor any Cardholder receives any benefit. Without limiting the foregoing and without limiting the prohibitions stated in Section 8 above, if a Cardholder gives the Card or PIN to another person, any and all use of the Card by that person is not Unauthorized Use for the purposes of this Section 9, even if the person exceeds any limitations imposed by the Cardholder.

- b. If this Section 9 applies and fewer than 10 Cards are issued to Company, Company's or the respective Cardholder's liability for Unauthorized Use will be limited to \$50 per Card or the amount of money, property, labor or services obtained by the Unauthorized Use before notification to Bank of the loss, theft or possible Unauthorized Use, whichever is less (collectively, "Liability Limit"). This Liability Limit applies only to amounts drawn from a line of credit. Company's liability for unauthorized use of funds drawn from deposit balances is not limited. If 10 or more Cards are issued to Company, Company's liability, including liability for any Unauthorized Use, will be governed exclusively by Section 8, without regard to this Liability Limit, but the liability of any natural persons who are Cardholders to Bank or to Company for Unauthorized Use will be limited to the Liability Limit.

10. Bank's Liability. Bank will not be liable for failure to detect or prevent any unauthorized use of a Card or for invalid transactions using fraudulent Cards, provided, only that Company is not responsible for unauthorized transaction data provided to Bank unless Company, a Card, a Cardholder, or a Linked Account is associated with the transaction data. Bank will not be responsible for monitoring Card use or usage patterns. BANK WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING UNDER ANY CLAIM IN CONTRACT OR TORT OR OTHERWISE, EVEN IF BANK OR ITS AGENTS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the foregoing, Bank will not be liable for failure to complete any transaction under any of the following instances:

- a. If, through no fault of Bank, Company does not have enough money in the affected account to complete a transaction;
- b. The terminal where the transaction is initiated is damaged or not working properly;
- c. Circumstances beyond Bank's control (such as fire, flood, terrorism, power failure, computer breakdown) prevent the transaction;
- d. The funds in any Linked Account are subject to legal process, an uncollected funds hold, security interest or other claim;
- e. A Linked Account is frozen because of a delinquent loan or a dispute, or Bank receives inconsistent instructions regarding a Card or Linked Account from persons purporting to act on behalf of Company.

11. Indemnification. In addition to such other rights as Bank may otherwise have under this Agreement, Company will defend, indemnify and hold harmless Bank, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages or expenses, including attorneys' fees and expenses, resulting from or arising out of the use of: (a) any Card, PIN or the signature of any person previously named as a Cardholder; (b) from Company's actions or inactions under this Agreement; or (c) as a result of Bank's receipt of any transaction data naming, identifying, or otherwise associated with Company, any Card, and Cardholder, any PIN or any other access device relating to the foregoing.

12. Card and PIN Security. Company and Cardholders agree not to disclose or otherwise make the Card(s) or corresponding PIN(s) issued in connection with this Agreement available to anyone not authorized by Company to engage in transactions using the same. Company shall use reasonable security procedures to protect against loss, theft or misuse of a Card. Company agrees to notify Bank immediately if Company knows or suspects the confidentiality of any PIN has been compromised or any Card has been lost or stolen.

13. Cards. The Cards are the property of Bank. Company agrees to surrender all Cards to Bank upon request.

14. Periodic Statements and Terminal Receipts. Company will receive its normal account statements from Bank, which will reflect Card initiated transactions. Company agrees to review its statements immediately upon receipt and to notify Bank promptly if Company knows or suspects that any Card transaction is unauthorized or that the statement is otherwise incorrect. Company shall be precluded from asserting any unauthorized use of a Card or other error in a periodic statement if not asserted by Company within 60 days following Bank's mailing of the statement on which the unauthorized use (or series of uses) or other error is first reported.

15. Card Transactions and Disputes. Company has no right to cause Bank to stop payment, charge back or otherwise dispute any transaction data, including valid and invalid Card transactions. If Company has a dispute with a merchant regarding goods or services purchased with a Card transaction or other Service, Company will need to resolve its dispute with the merchant.

16. Termination. Company may terminate this Agreement upon 30 days written notification to Bank. Closure of a Linked Account will not terminate this Agreement or relieve Company of its obligations regarding Cards associated with that Account. Bank reserves the right to terminate this Agreement or any Service immediately, with or without cause and with or without notice of such termination to Company. Any termination of this Agreement shall not affect any of Company's obligations arising prior to such termination, including but not limited to any indemnification obligation that relates to action or inaction taken prior to termination. Bank may hold in reserve funds in any Linked or other Company account and prohibit access by Company to the same for up to the later of (a) 270 days following termination of this Agreement, and (b) 60 days following the last day on which any return or other disputed amount regarding any Card transaction may be processed through VISA®, STAR System, PLUS, CIRRUS or other ATM system for return to Company.

17. Change in Terms. Bank may change the terms of this Agreement from time to time by sending a written notice or an amended Agreement to the last address shown in Bank's records for the corresponding Linked Account. Any such changes by Bank will be effective three business days after the day notice is sent.

18. Disclosing Information to Third Parties. Bank will disclose information to third parties about Company's account or the transfers Company makes under certain circumstances, including but not limited to, the following:

- a. Where it is necessary or helpful in verifying or completing a transaction.
- b. To verify the existence or condition of your account, or to provide experience information regarding your account or transfers, to a third party (such as an affiliate, credit bureau or merchant) or a member of an ATM network in which we participate.
- c. To communicate with STAR System, PLUS, CIRRUS or any other payment system that has its logo displayed on the Card with regard to a Card transaction.
- d. To communicate with VISA®, with regard to a VISA® Check Card transaction.
- e. To comply with government agencies or court orders.
- f. In connection with any claim of unauthorized use or error, or any dispute regarding a VISA® Check Card or a Service.

19. Relation to Other Agreements. Except as specifically modified herein, all other terms and conditions of the agreements (including the Deposit Account Agreement) governing Company's use of any Linked Account remain the same. Company agrees, however, that the Electronic Funds Transfer Agreement does not limit any obligation or liability Company may have under this Agreement, and is not applicable to the Services or Company's receipt or use of the Cards.

20. Review of Statements; Address and Telephone Number. If it is believed that a VISA®, Business Check Card or account number has been lost or stolen, or that someone has transferred or may transfer money from a Company account without Company's permission, during business hours call (805) 525-1999, after normal business hours call (800) 754-4128, or write to Santa Clara Valley Bank N.A., 901 East Main Street, Santa Paula, CA 93060

Company agrees to review its statements immediately upon receipt and to notify Bank immediately if Company knows or suspects that any Card or PIN transaction is unauthorized or that the statement is otherwise incorrect. Company shall be precluded from asserting any unauthorized use of a Card or PIN or other error in a periodic statement if not asserted by Company within 60 days following the earlier of: (a) discovery by Company; or (b) the date Bank first makes available the statement on which the unauthorized use (or series of uses) or other error is first reported. The foregoing does not limit Company responsibility for unauthorized use in any way.

21. Foreign Transactions; Miscellaneous. When you use your VISA®-branded debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either:

- a. 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® itself receives; or
- b. The government-mandated rate in effect for the applicable central processing date.

The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

This Agreement will be governed by the laws of the State of California (excluding choice of law principles), except to the extent preempted by federal law. Company's obligations under this Agreement relating to transactions that occur before termination shall survive termination of this Agreement. Without limiting the foregoing, Section 8, 9, 10 and 15 of this Agreement shall survive termination of this Agreement. Notice by Bank to Company may be given by mail or otherwise sent to the address of Company as shown on the records of Bank and shall be effective 3 days following being placed in the U.S. Mail, postage prepaid, or upon receipt by Company if earlier.

BY SIGNING BELOW, COMPANY AGREES TO THIS AGREEMENT AND ITS TERMS AND CONDITIONS.

Company: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



VISA® BUSINESS CHECK CARD APPLICATION

The business entity listed below (Applicant) hereby applies for one or more Santa Clara Valley Bank VISA® Business Check Card(s) to be issued for the above account to the Cardholder(s) listed below. Each Cardholder will be deemed to be an Authorized Signer with respect to the above account for purposes of using the Card issued to him/her. If approved, issuance of the Card(s) will be subject to the limits and other conditions and restrictions established from time to time by the Bank, which will be provided to Applicant. Applicant will indemnify the Bank and hold it harmless from any and all claims resulting out of the issuance or usage of any Card(s) issued on the above account. The Bank, in its sole discretion, reserves the right to issue, revoke, and/or limit the use of any Card(s) at any time.

BUSINESS ACCOUNT INFORMATION

BUSINESS NAME				TELEPHONE NUMBER			
BUSINESS NAME TO PRINT ON CARD							
BUSINESS STREET ADDRESS				CITY		STATE	ZIP CODE
MAILING ADDRESS (if different from above)				CITY		STATE	ZIP CODE

LEGAL STATUS: SOLE PROPRIETOR CORPORATION PARTNERSHIP LLC LLP OTHER: _____

PRIMARY CHECKING ACCOUNT NUMBER		ADDITIONAL ACCOUNT NUMBER		ADDITIONAL ACCOUNT NUMBER	
<i>Please Note: Point of Sale transactions will access the primary checking account only</i>		ADDITIONAL ACCOUNT TYPE <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money Market		ADDITIONAL ACCOUNT TYPE <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money Market	

INDIVIDUAL CARDHOLDER INFORMATION

By signing as a Cardholder below, I authorized Santa Clara Valley Bank to obtain a consumer report about me from a credit reporting agency from time to time. I understand that this information will be used to evaluate the request to issue me a Card for the business account listed above, or to review the account after such Card issued. I further understand that if information in the consumer report results in the Bank's decision not to issue the requested Card or to revoke or limit the use of a Card after it is issued, the Bank will communicate this to me and to any other owners and/or authorized signers on the account.

CARDHOLDER #1			CARDHOLDER #2			CARDHOLDER #3		
NAME/TITLE			NAME/TITLE			NAME/TITLE		
STREET ADDRESS			STREET ADDRESS			STREET ADDRESS		
CITY/STATE/ZIP			CITY/STATE/ZIP			CITY/STATE/ZIP		
TELEPHONE NUMBER			TELEPHONE NUMBER			TELEPHONE NUMBER		
SOCIAL SECURITY NUMBER			SOCIAL SECURITY NUMBER			SOCIAL SECURITY NUMBER		
DRIVER LICENSE #			DRIVER LICENSE #			DRIVER LICENSE #		
CARD LIMITS:	Standard	Other*	CARD LIMITS:	Standard	Other*	CARD LIMITS:	Standard	Other*
ATM	\$500.00		ATM	\$500.00		ATM	\$500.00	
POS	\$1,000.00		POS	\$1,000.00		POS	\$1,000.00	
SIGNATURE		DATE	SIGNATURE		DATE	SIGNATURE		DATE

**If limit request is greater than Standard, attach VISA® Business Check Card Maintenance Request*

COMPANY REPRESENTATIVE(S) AUTHORIZATION

The Company Representative(s) below certifies that all information is true and correct and requests Santa Clara Valley Bank to issue Card(s) to the Cardholder(s) listed above for the above stated business account. Each Cardholder(s) will be deemed to be an Authorized Signer(s) with respect to the above account for purposes of using the Card issued to him/her.

SIGNATURE	PRINT NAME	TITLE	DATE
SIGNATURE	PRINT NAME	TITLE	DATE

BANK USE ONLY

TELEPIN ORDER #	PIN OFFSET	TELEPIN ORDER #	PIN OFFSET	TELEPIN ORDER #	PIN OFFSET
CHECK CARD NUMBER		CHECK CARD NUMBER		CHECK CARD NUMBER	
DATE ORDERED		DATE ORDERED		DATE ORDERED	
CIF # _____ OFAC MATCH - <input type="checkbox"/> YES <input type="checkbox"/> NO CHEXSYSTEMS RECORD - <input type="checkbox"/> YES <input type="checkbox"/> NO RETAIL: <input type="checkbox"/> YES <input type="checkbox"/> NO DATE/STATE ISSUED /		CIF # _____ OFAC MATCH - <input type="checkbox"/> YES <input type="checkbox"/> NO CHEXSYSTEMS RECORD - <input type="checkbox"/> YES <input type="checkbox"/> NO RETAIL: <input type="checkbox"/> YES <input type="checkbox"/> NO DATE/STATE ISSUED /		CIF # _____ OFAC MATCH - <input type="checkbox"/> YES <input type="checkbox"/> NO CHEXSYSTEMS RECORD - <input type="checkbox"/> YES <input type="checkbox"/> NO RETAIL: <input type="checkbox"/> YES <input type="checkbox"/> NO DATE/STATE ISSUED /	
BUSINESS CIF#		<input type="checkbox"/> AUTHORIZED SIGNERS VERIFIED TO SIGNATURE CARD		DATE	
AUTHORIZED EMPLOYEES NAME			AUTHORIZED EMPLOYEES SIGNATURE		