



Business Debit Card Application

Please completely fill out all information on the application and sign. Submitting an incomplete application may result in processing delays.

MAIL TO:
Broadway Bank
P.O. Box 17001
San Antonio, TX 78217-9925

BUSINESS DEBIT CARD AGREEMENT TERMS AND CONDITIONS

Introduction. This Business Debit Card Agreement ("Agreement") contains contract terms and other important information relating to your Business Debit Card ("Card"). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

Applicable Law. This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

Definitions. Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," and "us" refer to the financial institution which issues the Card. The words "you" and "your" refer to the owner of the specific account for which Card transactions are permitted. The word "Cardholder" refers to any person authorized by you to use the Card.

Business Card Purpose. You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes.

Account Requirement, Payment Responsibility, Transferability, Enforceability. The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent.

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.

How to Use the Business Card, Security Procedure. The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as the Cardholder. Each Cardholder must sign their Card before it may be used. As a security procedure, you agree to require both a Card and a code to be used together to obtain cash at designated ATMs. You may use your Card to purchase goods or pay for services without a code. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us.

Termination and Amendments.

- We may terminate this Agreement by written notice to you.
- You may terminate this Agreement by written notice to us.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Notices. Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

Order of Payment. Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks and other items.

Overdraft Protection. If your account has an overdraft protection feature, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature.

Stop Payment. Only stop-payment requests from you or the Cardholder who authorized the transaction will be honored. However, because Card transactions are often processed immediately, stopping or amending payment is difficult and we cannot ensure that any request you make will be effective. In order to be effective, we must receive your request in time to give us a reasonable opportunity to act. Your request must precisely identify the transaction by date, time, location and dollar amount. Only you may release a stop-payment request.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

- get cash withdrawals from your business checking account.
 - you may withdraw no more than card limit per day.

Point-of-Sale Transaction. You may access your business checking account with you Card to purchase goods (in person or by phone), pay for services (in person or by phone), 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).

Using your Card and/or code:

- you may not exceed card limit in transactions per day.

Retain Copies for Your Records. You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Periodic Statements. You will get a monthly account statement from us for your business checking account that will also include a record of transactions made using your Card.

UNAUTHORIZED TRANSFERS

Additional Risk Associated with Use of Business Purpose Cards. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Your Liability for Unauthorized Transfers. You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you believe your Card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If your Card and/or code is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or code will continue until 2 business days after the day we receive such written notice. If you do not notify us within 60 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

Contact in Event of Unauthorized Transfer. If you believe your Card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

ERROR RESOLUTION

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 30 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you maybe entitled. We will only recredit your account for errors or problems as required by law.

Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in this brochure. If you tell us orally, we may require your complaint or question in writing with 14 business days.

If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances.

You may ask for copies of the documents that we used in our investigation.



BROADWAY BANK

We're here for good.SM

1177 N.E. LOOP 410 | SAN ANTONIO, TX 78209

210.283.6544 | 800.531.7650 OUTSIDE SAN ANTONIO

broadwaybank.com | Member FDIC

APPLICATION

Please Check One: NEW CARD EXISTING CARD

TELL US ABOUT YOUR COMPANY (Please Print)

Company Name (Please print as it appears on the Business Checking Account)

Check entity that applies:

- Sole Proprietor Corporation* General Partnership*
 Limited Partnership* Club/Association Professional Corporation*
 Public Entity Limited Liability Company*

*Please complete the resolution below. Clubs or Associations should include minutes designating authority to issue checkcards.

Business Address:

City _____ State _____ Zip Code _____

Email Address _____ Website Address _____

Business Tax ID Number _____

Business Telephone Number _____

DESIGNATED ACCOUNTS FOR CHECK CARD ACCESS

Designated Checking Account# (For Check Card Access)

AUTHORIZED CARD HOLDER

First and Last Name of Authorized Cardholder (Please print as it should appear on the card)

Social Security Number _____ Is Authorized Cardholder a signer on the account? Yes No

Signature of Authorized Cardholder _____ Date _____

Signature of Owner/Authorized Signer of Application _____

Print Name of Owner/Authorized Signer of Application _____

ACCOUNT OWNER AUTHORIZATION

BY SIGNING THIS APPLICATION, I WARRANT THAT I AM THE OWNER OF ALL DEPOSIT ACCOUNT(S) AND LOAN ACCOUNT(S) (TOGETHER, THE "ACCOUNT(S)") HELD IN THE NAME OF THE ENTITY IDENTIFIED ABOVE BY THE BANK, INCLUDING THE DESIGNATED ACCOUNT(S) IDENTIFIED ABOVE, OR THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE OWNER PURSUANT TO RESOLUTIONS ADOPTED BY THE OWNER AND PROVIDED TO THE BANK. I FURTHER WARRANT THAT ALL THE ACCOUNT(S) WERE ESTABLISHED EXCLUSIVELY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, AND THAT I HAVE THE AUTHORITY TO SIGN THIS APPLICATION AND TO ENTER INTO THE BUSINESS ATM & CHECKCARD AGREEMENT. I REQUEST BROADWAY BANK TO ISSUE A BUSINESS ATM & CHECKCARD TO THE CARDHOLDER NAMED IN THIS APPLICATION. I UNDERSTAND THAT I AM GRANTING THE INDIVIDUAL LISTED ON THIS APPLICATION, WHETHER OR NOT SUCH INDIVIDUAL IS NAMED AS A

AUTHORIZED SIGNER(S) OF APPLICATION

Name _____

Title _____

Business Address _____

Email Address _____

Signature _____

Name _____

Title _____

Business Address _____

Email Address _____

Signature _____

FURTHER RESOLVED, that the Authorized Signer(s) of the Applications are each severally authorized to take, or cause to be taken, any and all further action, on behalf of the Company, which shall be required to designate Authorized Cardholders of the Business Card as contemplated by the Checkcard Documents (or any renewal, extension, amendment, modification, restatement or waiver thereof); FURTHER RESOLVED, that the Company assumes full responsibility and will be liable, and agrees that the Bank may charge the Designated Account(s), Loan Account(s), and/or Deposit Account(s), as applicable for the amount of each transaction in which a Business Card issued to Company is used and/or in which My Broadway Online Services or Voice Response Services are used to initiate the transaction, whether or not Company has authorized the use and whether or not there are sufficient funds in the Designated Account(s), Loan Account(s), and/or Deposit Account(s) as applicable FURTHER RESOLVED, that the foregoing resolutions may be relied upon by the Bank until receipt and written acknowledgment by the Bank of written notice of their amendment or rescission and that such receipt and acknowledgment by the Bank shall not affect any action taken by the Bank in reliance on the foregoing resolutions prior thereto; and FURTHER RESOLVED, that the [check one: Secretary other equivalent officer or Partner General Partner] of the Company is authorized and directed to certify to the Bank the foregoing resolutions and that the provisions thereof are in accordance with the formation documents of the Company and with applicable law. I further certify that the [check one: Board of Directors Managers Members Partners] have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

IN WITNESS WHEREOF, I have subscribed my name to this document on _____ (date).

Signature _____

Print Name & Title _____

FOR BANK USE ONLY

Banker Name _____ Officer # _____ Branch _____

Officer Signature _____ Extension _____

SIGNER ON THE DESIGNATED ACCOUNT(S) IDENTIFIED ABOVE, ACCESS TO FUNDS IN THE DESIGNATED ACCOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS APPLICATION, THE BUSINESS ATM & CHECKCARD AGREEMENT, AND THE APPLICABLE DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE. I UNDERSTAND THAT THE CARDHOLDER MAY BE ABLE TO MAKE PURCHASES, GET CASH ADVANCES, WITHDRAW MONEY FROM ATMS, DETERMINE THE BALANCE IN THE DESIGNATED ACCOUNT(S), AND TRANSFER FUNDS AMONG DESIGNATED ACCOUNT(S). UPON SIGNING THIS APPLICATION, I ASSUME FULL RESPONSIBILITY AND WILL BE LIABLE AND AGREE THAT THE BANK MAY CHARGE THE ACCOUNT(S) FOR THE AMOUNT OF EACH TRANSACTION IN WHICH A BUSINESS CHECKCARD ISSUED TO CARDHOLDER IS USED, WHETHER OR NOT I HAVE AUTHORIZED THE USE AND WHETHER OR NOT THERE ARE SUFFICIENT FUNDS IN THE ACCOUNT(S). I UNDERSTAND THAT BY USING THE CHECKCARD OR DELIVERING IT TO THE AUTHORIZED CARDHOLDER FOR USE, I AM ACCEPTING THE TERMS AND CONDITIONS OF IT THE SAME AS IF I HAD SIGNED THAT AGREEMENT. IF I DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE BUSINESS ATM & CHECKCARD AGREEMENT AS DELIVERED TO ME, I SHOULD NOT USE THE CHECKCARD AND RELATED SERVICES, NOR DELIVER THE CHECKCARD TO THE AUTHORIZED CARDHOLDER.

ADDITIONAL ACCOUNT OWNER AUTHORIZATION APPLICABLE ONLY WHEN MY BROADWAY ONLINE SERVICES AND VOICE RESPONSE SERVICES ARE AUTHORIZED: WHEN I INDICATE ABOVE THAT THE CARDHOLDER NAMED IN THIS APPLICATION HAS AUTHORIZATION TO USE THE CHECKCARD TO ACCESS MY BROADWAY ONLINE SERVICES AND VOICE RESPONSE SERVICES, I UNDERSTAND AND AGREE THAT THIS CARDHOLDER WILL HAVE ACCESS TO ALL OF THE DEPOSIT ACCOUNT(S) AND LOAN ACCOUNT(S) HELD IN THE NAME OF THE ENTITY IDENTIFIED ABOVE BY THE BANK, NOT JUST THE DESIGNATED ACCOUNT(S) IDENTIFIED IN THIS APPLICATION. AS SUCH, THE AUTHORIZED CARDHOLDER WILL BE ABLE TO PERFORM TRANSACTIONS, (AS SUCH TRANSACTIONS ARE IDENTIFIED IN THE BUSINESS ATM & CHECKCARD AGREEMENT FROM TIME TO TIME), THROUGH MY BROADWAY ONLINE SERVICES AND VOICE RESPONSE SERVICES RELATIVE TO ALL SUCH ACCOUNT(S), AND ALL AUTHORIZATIONS INCLUDED HEREIN WILL EXTEND TO ALL SUCH TRANSACTIONS.

RESOLUTION

I, _____, certify that I am [check one: Secretary other equivalent officer or Partner/General Partner] of the [check one: corporation limited liability company partnership] (the "Company") organized under the laws of the state of _____ Federal Employer Identification Number _____ engaged in business under the trade name of _____ and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the [check one: Board of Directors Managers Members Partners] of the Company duly and properly called and held on _____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

WHEREAS, it is proposed that the Company, from time to time ask The Broadway National Bank (the "Bank") to issue Business ATM & Checkcard(s) (the "Business Card") in accordance with the Bank's Business ATM & Checkcard Application (the "Application"), Business ATM & Checkcard Agreement and other applicable documents (collectively, "Checkcard Documents"); NOW, THEREFORE, BE IT RESOLVED, that the Company designates the following individual(s) to determine who will be Authorized Cardholders of the Business Card, including designating which Authorized Cardholders will have access to My Broadway Online Services and Voice Response Services; to sign the Application for each Authorized Cardholder, and to accept the terms and conditions of the Business ATM & Checkcard Agreement.