

DEBIT BUSINESS CARD AGREEMENT

This Debit Business Cardholder Agreement (“Agreement”) is made and entered into by and between The Fauquier Bank (“Bank”) and the company whose name appears on the Checking Account signatory page hereof (“Company”).

WHEREAS, Company desires to have Bank issue certain debit cards (“Cards”) in the name of the Company for the use by Company’s officers, employees or other agents (“Employees”), as more particularly designated in the Debit Card Application(s) submitted by Company to Bank; and

WHEREAS, Bank is willing to issue such Cards pursuant to the terms of this Agreement.

1. **Issuance of Cards.** Bank will issue Cards in the name of the Company and in the names of the Employees as designated in the Application(s). All Cards must be signed immediately upon receipt by the Employees, but all Cards remain the property of Bank and must be surrendered to Bank upon demand. Company acknowledges that Bank is providing such service to Company as an accommodation party only and, except as otherwise provided by law, Bank is not responsible in any way for the manner in which the Cards are utilized.

Each Card is, and shall remain the property of the Bank, and is subject to revocation and/or repossession by the Bank without notice at any time and for any reason. The Company agrees to return any Card to the Bank upon the Bank’s request. The Company further acknowledges that the Bank has the right, at any time and without notice to the Company or Employees (i) to render the card unusable, or (ii) to cause an automated teller machine or other equipment to impound the Card automatically.

2. **Liability and Promise to Pay.** Company agrees to be unconditionally and without limitation liable for all debits effectuated by use of the Cards, whether authorized or unauthorized, whether utilized by Employees or some other person, and whether arising from Cards lost or stolen. All Employees who are granted use of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Employees shall be jointly and severally liable with Company for any debits effectuated under the Card issued to the respective Employee, whether authorized or unauthorized, and whether arising from lost or stolen Cards. In the event of a lost Card or of unauthorized use of a Card, Bank should be notified by either calling (800) 638-3798 or (800) 472-3272 or writing The Fauquier Bank, P. O. Box 561, Warrenton, VA 20188-0561.

In the event the Bank fails to complete a Transaction on time or in the correct amount according to this agreement, it will be liable for the Company’s direct losses or damages but in no case for any consequential or indirect loss or damage; PROVIDED, however, that the Bank will not be liable when such losses or damages are caused by any of the following:

- (a) The failure of the Company to have available funds in the Account to be debited (including the balance of any related overdraft protection plan) or to make the transfer (through no fault of the Bank);
- (b) The system was not working properly and the Employee knew of the breakdown when the Employee initiated the transaction;
- (c) Circumstances beyond the control of the Bank (such as, but not limited to, fire, flood, interference from an outside force, strikes, lockouts, acts of governmental authorities, delays of couriers or supplies, communications equipment failures, or equipment malfunction occurring despite ordinary maintenance);
- (d) The ATM or other equipment used does not contain enough cash to complete the Transaction;

- (e) The related Account has been closed, there is a hold on said Account, or access to said Account is blocked in accordance with the Bank's policies;
- (f) The Company's funds are subject to legal process or encumbrances restricting transfer;
- (g) Applicable law prevents completion of the Transaction;
- (h) Unusual or extraordinary circumstances exist which indicate improper or unlawful use of related Account or of any other Account; and
- (i) Other exceptions as provided in applicable law, the Agreement, or any other agreement governing the related Account.

3. **Security Measures.** In an effort to better protect Company and Employees from lost Cards or unauthorized use of the Cards, Bank requires that each authorized Employee is issued a unique card number embossed with the Company's name and the Employee's name. The parties agree that the Company is solely responsible for administration of the Company cards and all transactions completed using cards issued in the name of the Company. The Company, by signing the Business Debit Card Application, and Employees, by using the Cards, acknowledge that use of the card provides them commercially reasonable degree of protection in light of the particular needs and circumstances. The Company agrees, for itself and the Employees, that it will immediately destroy all written record of the PIN, not cause any written record of the PIN to be made or retained, and that each Employee will memorize the PIN assigned to said Employee and not disclose the PIN to anyone. The Bank assumes no duty to discover any breach of security by Company or Employees or the unauthorized disclosures or use of a PIN. For security reasons, the Bank may impose certain restrictions on the number and/or dollar amount of Transactions, without notice.

4. **Statements and Disputed Debits.** Each month Company will receive an account statement ("Monthly Statement") showing, among other things, all debits made by use of the Cards. Disputes regarding any Card debits shall be communicated in writing to Bank at the address indicated below. Communications shall include the Cardholder and Company's 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 Bank within sixty (60) days of the date of the Monthly Statement on which the dispute or incorrect debit first appeared. If Bank receives timely notice of any disputed debit and properly completed and signed affidavits and questionnaires, it shall initiate an investigation. The Bank may, at its discretion, supply provisional credit to the appropriate account and shall thereupon seek to resolve all documented chargeback requests within ninety (90) days of the date of receipt of such request.

5. **Notice and Communication.** Except with respect to notices relating to the lost or stolen Cards, all notices, requests and other communications provided for hereunder must be directed to the other party at the respective addresses indicated below and, unless otherwise specified herein, must be in writing, postage prepaid or hand-delivered or delivered electronically. Either party may, by written notice to the other, change its address.

If to the Bank: The Fauquier Bank, P. O. Box 561, VA 20188-0561, Attn: Payment Services, Phone: (800) 638-3798.

If to the Company: At the address of Bank record for the account associated with the Card in question.

6. **Information Deemed Confidential.** Bank agrees that it will maintain all data relative to Company's accounts as confidential information and will exercise the same standard of care and security to protect such information as Bank uses to protect its own confidential information. Bank agrees to use such data exclusively for the providing of services to Company and Employees hereunder and not to release such information to any another party, except as may be required by law.
7. **Use of Cards.** Company represents and warrants, on behalf of itself and its Employees, that the Cards will only be used for business purposes.
8. **Lost or Stolen Cards.** If any of the Cards are lost or stolen, Company should either call (800) 472-3272 or notify Bank during regular business hours in person at any branch location or by calling (800) 638-3798.
9. **Termination.** Bank shall have the right, at its sole discretion, to terminate Company's privileges hereunder.
10. **Return of Cards.** All Cards shall be deemed canceled effective upon termination of this Agreement and Company shall instruct the Employees to cut in half all Cards, and return them to Bank. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of a Card prior to the termination date.
11. **Amendments and Change in Terms.** Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. The Bank will notify Company by mail of such amendments, and subject to the requirements of applicable law, any amendment to this Agreement will become effective, and shall be binding on the Company and the Employees, at the time stated in such notice, unless any such changes are, for security purposes, deemed by the Bank in its sole discretion to be confidential, in which case no notice thereof shall be sent.
12. **Refusal to Honor Cards.** Bank is not responsible for the refusal of any third party to honor the Cards for any reason.
13. **Service Fees.** The Bank may charge the Company a reasonable charge for photocopies and reprints which Company or any Employee may request and for other special services as allowed by law.
14. **Miscellaneous.**
 - (a) If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable.
 - (b) Transactions made with respect to any of the Accounts by use of the Card are subject to all terms and conditions applicable to said Account, including, but not limited to, the Bank's deposit agreements, as from time to time in effect, and all applicable statutes and regulations of the United States and the Commonwealth of Virginia.
 - (c) This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and shall inure to the benefit of the Bank's successors and assigns. Nothing herein is intended or shall be construed to give any other person any right, remedy or claim under, to, or in respect of this Agreement or the transactions contemplated hereby. The Company may not assign this Agreement to any other person or entity. The Bank may assign this Agreement to any company with which it is directly or indirectly affiliated. It may also assign or delegate certain of its rights or responsibilities under this Agreement to independent contractors or other third parties.

15. **Governing Law.** This agreement and all transactions hereunder shall be construed as contracts subject to applicable federal law and the laws of the Commonwealth of Virginia.
16. **Venue for Litigation.** In the event any litigation is required to enforce the terms and conditions of this Agreement, Company, on behalf of itself and its Employees, agrees that such litigation may only be commenced in the Circuit Court of Fauquier County, Virginia, or the United States District Court for the Eastern District of Virginia situated in Alexandria, Virginia whichever court has jurisdiction.
17. **Waiver of Right to Jury Trial.** Each Customer and the Bank irrevocably and unconditionally waives any right it may have to trial by jury in any suit, action, proceeding or counterclaim arising out of or relating to this Agreement, whether such suit, action, proceeding or counterclaim is instituted by the Bank, the Customer or any other party.
18. **Collection of Costs.** If Bank hires an attorney to assist in collecting any amount due hereunder, or to enforce any right or remedy hereunder, Company agrees to pay Bank's reasonable attorney's fees and expenses, and any other as permitted by law.
19. **Disclosure of Charges.** See Business Schedule of Fees for charges that may apply.
20. **Foreign Transactions.** If a Holder's card is used to effect a transaction in foreign currency, the transaction amount will be converted to U.S. dollars by MasterCard International. MasterCard converts foreign currency to U.S. dollars using a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable processing date. Additionally, MasterCard will charge an International Service Assessment (ISA) fee of one percent (1%) against all international transactions. The ISA fee will post in the finance charge category corresponding to the transaction the cardholder makes and will be displayed in that category on the statement. The ISA fee will be displayed separately from the transaction on the cardholder's statement. The date of conversion by MasterCard may differ from the purchase date and the posting date identified in the monthly statement for the account. Holder agrees to pay charges and accept credit for converted transaction amounts in accordance with the terms of this paragraph.