



VISA® BUSINESS CHECK CARD AGREEMENT

In order to complete the sign up either: 1) Bring this completed form to your local branch or 2) Mail the completed form to your local branch.

Business Name _____ TIN _____

Business Address _____
(Street Address Only)

City _____ State _____ ZIP _____ Phone () _____-

Primary Business Checking Account Number _____ Years in Business _____

LEGAL STATUS: Sole Proprietorship Partnership Corporation Limited Liability Limited Partnership
 Limited Liability Company Limited Liability Partnership Limited Partnership Association Other

Primary Business Lines (i.e. accounting, manufacturing) _____

AUTHORIZATION

The business customer named above (the "Company") hereby requests Pinnacle Bank (the "Issuer") to issue one or more VISA® Business Checkcard(s) (the "Card(s)") to the Company. The Card(s) will be used by the Company's employees, agents, or other persons to whom the Card(s) are entrusted (collectively "Authorized User(s)") to initiate withdrawals or transfers from the Company's checking account identified above (the "Account") at ATMs or through participating VISA® merchants. Customer represents to Issuer that the Card(s) are intended to be used for business, commercial, or agricultural purposes, and not for personal, family or household purposes. The use of Card(s) for consumer purposes is a breach of this Agreement and may result in the immediate termination of the Agreement.

COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT THE CARDS ISSUED UNDER THIS AGREEMENT WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. CUSTOMER WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE CARDS. CUSTOMER ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH USE OF BUSINESS PURPOSE CARDS AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.

The person who signs this Agreement below on behalf of the Company represents to the Issuer that (1) he or she is duly authorized by the Company to sign this Agreement and to obtain the issuance of the Card(s) on Company's behalf, and (2) each of the persons named below is an Authorized User of the Card. Company authorizes Issuer to do all things Issuer deems necessary to verify the information contained in the Agreement and Company's creditworthiness, including Company's experience in maintaining deposit accounts. Company certifies that all the information contained in this Agreement is true and correct.

Prior to using any Card, Company shall confirm to Issuer that Company has received the Card and related Personal Identification Number ("PIN") in the manner stated in the materials that accompany the Card. Company agrees such verification procedures constitute a commercially reasonable means of verifying that the person who is using the Card is authorized to do so on behalf of the Company, whether or not any subsequent transaction made using the Card requires the use of the PIN. Issuer is authorized to debit the Company's Account for each purchase, cash withdrawal, or other transaction made with the Card(s), unless the Issuer has received a Notice of Cancellation in the manner set forth below and the Issuer has had a reasonable time to act on such notice. Customer acknowledges that it is responsible for payment of all transactions arising from the use of the Card(s). Company consents to be bound by the terms of this Agreement and any other agreements it has with Issuer, all applicable state and federal laws and regulations, other industry rules and regulations, and normal banking customs and practices.

Company understands that the Issuer will retain this Agreement, whether or not it is approved. Company should make a copy of this Application for its records, after it has been completed and signed and before it is delivered to Issuer.

Company shall immediately provide Issuer with a notice that a Card has been lost, stolen, misplaced, or used without authorization, or that Company wishes to cancel or terminate a Card (any such notice is called "Notice of Cancellation"). Any Notice of Cancellation may be made by calling the Issuer at the branch locations where the card was issued, but Company shall follow any oral notice with a written notice confirming the oral notice within two (2) business days. Any Notice of Cancellation must refer to the Card number, and a written Notice of Cancellation must be addressed as follows: The Company will use its best efforts to recover and terminate the Card, and to promptly return it to Issuer. Issuer will not be obligated to act on any oral or written Notice of Cancellation unless the notice has been delivered to the telephone number or mailing address set forth above, the notice has actually been received by the Issuer and the Issuer has had a period of not less than two (2) business days after actual receipt of a Notice of Cancellation to act thereon. Even after a Card has been cancelled, transactions for which Issuer is responsible under applicable network rules may be posted to the Account.

Company may request that new Card(s) be issued to additional Authorized User(s) by providing the Issuer with written notice of (1) the number of Card(s) to be issued; (2) the name(s) of the Authorized User(s); and (3) any other pertinent information required by Issuer.

Company agrees (1) to instruct its Authorized User(s) to use the Card(s) only in accordance with this Agreement and any internal policies that Company may establish regarding the use of the Card(s); (2) that any policies that Company has established regarding the use of Card(s) have not been reviewed by

and are not binding on Issuer or any network that accepts the Card(s); (3) Company will maintain sufficient funds in the Account to cover transactions made with Card(s) and will indemnify and hold Issuer harmless for any transaction made using the Card(s); (4) Company is solely responsible for the security of the Card(s) and for the actions of any person that Company permits to use the Card(s), and for all use of the Card(s) whether by an Authorized User or by another person, unless Company has provided a Notice of Cancellation as set forth above and the Issuer has had a reasonable period of time to act on the notice; and (5) there are no limits to the Company's liability if the Card or PIN is lost or stolen, except as set forth herein.

Company may not overdraw the Account under any circumstances. If the payment of an item does overdraw the Account, Issuer may charge all or a portion of the item against any deposit account maintained with Issuer by Company. Company agrees that Issuer has the right to place an immediate hold on funds in any of Company's deposit accounts to pay for Card transactions which are subsequently presented to Issuer for payment. If Issuer pays a Card item which results in a overdraft of the Account, Company agrees to immediately deposit sufficient funds to cure the overdraft.

Issuer shall have no liability for consequential, punitive, indirect or special damages under any circumstances. Issuer shall not be liable for circumstances beyond its control, such as fire, flood, and other acts of God, that prevent a transaction from being completed.

Each month Company will receive an account statement showing, among other things, all debits made by use of the Card(s). Company agrees to promptly review the account statement and notify Issuer in writing at the address indicated above of any disputes regarding any Card transactions.

Issuer will disclose information to third parties about your account: (1) where it is necessary for completing a transaction; (2) in order to verify the existence and condition of your account for a third party, such as a merchant; (3) in order to comply with a government agency or court order; (4) if you give us written permission; or (5) as otherwise required by applicable law.

Company grants Issuer a security interest in all of its deposit accounts to secure payment of all amounts owing at any time under this Agreement. Company authorizes Issuer to hold and apply funds in any of its deposit accounts maintained at Issuer against any present or future indebtedness Company may have to Issuer.

Issuer shall have the right, at its sole discretion, to terminate Company's privileges hereunder. All cards shall be canceled effective upon termination of this agreement and Company shall return all cards to Issuer. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of the Card(s) prior to the termination date.

Any controversy or claim arising out of or relating to this Agreement, including any breach of the Agreement, shall be settled by binding arbitration before a single arbitrator in accordance with Nebraska law and the Commercial Arbitration Rules of the American Arbitration Association. Issuer and Company expressly consent to venue and arbitration in Papillion, Nebraska. The decision of the arbitrator is final, and there shall be no right of appeal. Any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The fees and costs of the arbitrator shall be shared equally by Issuer and Company. The prevailing party shall be entitled to recover its reasonable attorney fees and costs.

Issuer may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law.

This Agreement and all services provided under this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. In addition, this Agreement shall be governed by applicable operating circulars of any Federal Reserve Bank, any applicable federal laws and regulations. Company agrees that venue for any action brought under this Agreement shall be in the county where Issuer maintains its business offices.

If Company named above is a sole proprietorship or partnership, the person signing this Agreement represents that he or she is the owner, (or, in the case of a partnership, an owner) of Company, and consents to the Issuer's obtaining a consumer report showing his or her personal credit history as part of Issuer's decision to issue Card(s) to Company.

Executed as an agreement this _____ day of _____, 20_____

_____	_____
Signature of Owner/Principal	Signature of Bank Representative
_____	_____
Print Name	Print Bank Representative Name
_____	_____
Title	Branch Location

INDIVIDUAL CARDHOLDERS (PLEASE PRINT)

Business Name _____

CARD 1

Name _____ Address _____

City _____ State _____ ZIP _____ SS# _____

Card # _____ Cash Advance Limit _____ POS Limit _____

CARD 2

Name _____ Address _____
City _____ State _____ ZIP _____ SS# _____
Card # _____ Cash Advance Limit _____ POS Limit _____

CARD 3

Name _____ Address _____
City _____ State _____ ZIP _____ SS# _____
Card # _____ Cash Advance Limit _____ POS Limit _____

CARD 4

Name _____ Address _____
City _____ State _____ ZIP _____ SS# _____
Card # _____ Cash Advance Limit _____ POS Limit _____

CARD 5

Name _____ Address _____
City _____ State _____ ZIP _____ SS# _____
Card # _____ Cash Advance Limit _____ POS Limit _____

CARD 6

Name _____ Address _____
City _____ State _____ ZIP _____ SS# _____
Card # _____ Cash Advance Limit _____ POS Limit _____

CARD 7

Name _____ Address _____
City _____ State _____ ZIP _____ SS# _____
Card # _____ Cash Advance Limit _____ POS Limit _____

CARD 8

Name _____ Address _____
City _____ State _____ ZIP _____ SS# _____
Card # _____ Cash Advance Limit _____ POS Limit _____

CARD 9

Name _____ Address _____
City _____ State _____ ZIP _____ SS# _____
Card # _____ Cash Advance Limit _____ POS Limit _____

CARD 10

Name _____ Address _____
City _____ State _____ ZIP _____ SS# _____
Card # _____ Cash Advance Limit _____ POS Limit _____

CARD 11

Name _____ Address _____
City _____ State _____ ZIP _____ SS# _____
Card # _____ Cash Advance Limit _____ POS Limit _____

CARD 12

Name _____ Address _____
City _____ State _____ ZIP _____ SS# _____
Card # _____ Cash Advance Limit _____ POS Limit _____