



United Bank Visa® Purchasing & Fleet Cards

The simple solution for more purchasing power.

United VISA Purchasing Card – The United VISA Purchasing Card is designed to streamline and simplify your company’s purchasing process. When you use your purchasing card, you can eliminate costly invoices, purchase orders and other time-consuming ordering procedures.

United VISA Fleet Card – The United VISA Fleet is a value-added product complement to the United VISA Purchasing Card that provides fleet operators with enhanced data capture and reporting capabilities to effectively manage fuel, maintenance and other fleet related expenses.

Designed to Meet Your Specific Needs – Both the United VISA Purchasing Card and United VISA Fleet Card have built-in controls that give you the ability to set individual transaction limits and include or exclude specific merchant category codes for employees. These features enable you to have greater control of your purchasing or fleet card program.

Flexible Billing and Management Reports – With the United VISA Purchasing Card and United VISA Fleet Card, you can select either individual or consolidated billing for payment flexibility. You also receive reports that allow you to track spending, monitor vendor volumes at a glance, and streamline tax preparations. Choose from reports that are mailed to you on a monthly basis or a comprehensive software reporting system that allows you to generate reports as needed.

Core Services Provided at No Cost to You – With the United VISA Purchasing Card and United VISA Fleet Card, you will receive a package of core benefits at no charge to you. Your services include:

- VISA Liability Waiver Program - Protects organizations and issuers from possible card misuse by employees.
- Auto Rental Insurance (ARI) - Provides coverage for damage due to collision and theft up to actual cash value of most rental cars.
- Emergency Card and Cash Replacement - Replaces lost or stolen VISA cards and provides cardholders with up to \$5000 if cards are lost or stolen.
- Travel and Emergency Assistance - Provides help and referrals for a wide range of travel and emergency needs.
- VISA Assistance Center (VAC) - Help desk for VISA cardholders 24 hours-a-day, 365 days-per-year.
- Unsurpassed Worldwide Acceptance – VISA is accepted in over 150 countries at more than 20 million locations around the world. If you choose to allow your employee(s) to access cash, over 855,000 ATM and branch locations worldwide assure cardholders of cash access anytime, anywhere.

These services are provided to you by either VISA or by the Bank and third party providers selected by VISA which pays for them. The Bank therefore is not responsible for the availability, use, acts or omissions of VISA or the third party providers it has selected.

United VISA Purchasing/Fleet Card Fee Schedule (As of March 2021)	
Annual Fee	No Fee
Interest Rate	Wall Street Journal Prime + 6% (Subject to change quarterly)
Late Fee	\$29.00
Overlimit Fee	\$29.00
Returned Check Fee	\$25.00
Retrieval Fee	\$25.00
<i>Replacement Card</i>	
7 - 10 days	No Fee
3 - 5 days	\$10.00
24 Hours	\$25.00
<i>Report Fees</i>	
Standard	No Charge
Specialized	Available Upon Request
Cash Advance Fee	Not Available

**Important Information About Procedures for
Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan. What this means for you: When you open an account or request a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. We may ask our established customers for identification and we will use this information to update our files.



UNITED BANK VISA PURCHASING/FLEET CARD APPLICATION

Please select one option below for which you are applying:

- VISA Purchasing Card VISA Purchasing Fleet Card

COMPANY PROFILE

TOWN OF CEREDO <i>Complete Legal Name of Company</i>		55-6008186 <i>Tax ID No.</i>	
700 B ST <i>Business Street Address</i>	CEREDO <i>City</i>	WV <i>State</i>	25507 <i>Zip Code</i>
PO BOX 691 <i>Business Mailing Address</i>	CEREDO <i>City</i>	WV <i>State</i>	25507 <i>Zip Code</i>
304-453-1042 <i>Business Phone No.</i>	<i>Business Fax No.</i>		<i>Mo: Year:</i>
<i>Nature of Business</i>	<i>No. of Employees</i>	<i>Date Business Established</i>	
<i>Business Contact Name (Program Coordinator)</i>	<i>Contact Phone No.</i>	<i>Gross Annual Revenue(\$)</i>	
<i>Program Coordinator Email</i>		02/05/2024 <i>Date</i>	
<i>Program Coordinator Signature</i>			
Credit Limit Requested: \$ 25,000			

ACCOUNT OPTIONS

Billing Options (Choose One):

- Option 1 - Monthly Consolidated Bill (one statement to the Program Coordinator and memo statement to each cardholder). With this option, the transactions of each account will post as a combined total to an assigned control account, for one payment convenience. Statement balance due in full monthly.
- Option 2 - Monthly Individual Bill (each cardholder receives a statement). Statement balance due in full monthly.

LOAN REQUEST

Purpose of Card

- Working Capital Business Purchases Travel/Entertainment All Farm Community Development
- Other

If applicable, please list current United Commercial Loan Officer/Office Location

FINANCIAL INFORMATION

Please provide year-end Business Financial Statement in addition to the documents below with your application:

Sole Proprietorship	Corporation
<ul style="list-style-type: none"> Current personal financial statement (F/S) Tradenname & Registration Borrowing Resolution Authorized cardholder form (Attachment A for each cardholder) 	<ul style="list-style-type: none"> Current F/S for each principal Previous 3 years' tax returns for each principal Articles of Incorporation Corporate By-laws Borrowing Resolution Authorized cardholder form (Attachment A for each cardholder)
Partnership/Limited Liability Company	Lodge, Non-Profit, Association, Other:
<ul style="list-style-type: none"> Current F/S for each Partner Previous 3 years' tax returns for each partner Partnership/Operating Agreement Articles of Organization Borrowing Resolution Authorized cardholder form (Attachment A for each cardholder) 	<ul style="list-style-type: none"> Lodge/ Association Resolution Organizational By-Laws Organization Board of Director Meeting Minutes –Borrowing Resolution was adopted/ voted to apply for VISA Purchasing/Fleet card and credit limit Business financials Authorized cardholder form (Attachment A for each cardholder)

The Bank may require additional documentation to complete the application process.

NAME ON CARD AND AUTHORIZED EMPLOYEES

Company Name to be displayed on card(s) – maximum of 21 characters

T	O	W	N		O	F		C	E	R	E	D	O							
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SIGNATURES AND AUTHORIZATION

1. Each signatory has read the application and any accompanying documents and affirms that the information therein contained is true and correct and complete and not misleading, requests that a purchasing/fleet card account be opened in the name of the business applicant and agrees to the terms set out herein.
2. Each signatory understands and agrees that individual credit cards will be issued to named officers or employees of the purchasing/fleet card applicant, with both the name of the business applicant and the individual officer or employees thereon, and that while each card may have a different credit card number, all of the cards fall under the single account of the business applicant. Each named individual officer may also be required to sign a personal guaranty regarding charges and advances attributable to his or her own credit card number or card issued to an employee.
3. Your business and personal credit history and the credit history of both the business applicant and any other designated individual officer may be searched by us and you authorize us to obtain business or personal credit information and reports from credit reporting agencies, and we have the right to share information regarding the purchasing/fleet card account with others whom we believe have proper need or use for that information.
4. Each signatory hereto represents that his or her signature below is genuine and his or her proper title or office with the business applicant is true and correct, and that the signature or other action of no other officer, director, employee or agent is required in order to bind the business applicant to the terms and conditions of the purchasing/fleet card account arrangement, and that the signatures below are sufficient to bind the purchasing/fleet card account arrangement upon the business applicant.
5. Each signatory hereto, in consideration of the opening and existence of the purchasing/fleet card account applied for herein, personally and individually, jointly and severally, unconditionally guarantees the prompt and full payment of all amounts due or to become due under the purchasing/fleet card account arrangement applied for herein, and all interest and charges in connection with this purchasing/fleet card account arrangement, both now existing or which may be incurred or imposed in the future. If one or more of the obligations guaranteed hereby are not fully and timely paid or performed when due, each signatory hereto agrees that, upon request, you will pay or perform that obligation, without regard to any action on our part concerning the account. Each signatory agrees that no extension(s) of time, nor any other indulgence(s) granted by us to the purchasing/fleet card applicant or to any party signatory hereto, nor omission or delay by us in exercising any right against, or in taking action to collect from or pursue any other remedy, shall operate as a defense to this guaranty or otherwise affect your obligations hereunder.
6. This agreement is binding upon, and inures to the benefit of, the assigns, successors in interest, executors, administrators, heirs, devisees and legatees of the parties to this agreement.
7. Company Responsibilities - Use of Cards for Business Purposes only in Accordance with Agreement. By signing this agreement, the company is bound by all of the terms and conditions of any subsequent amendments. The company agrees (and agrees to notify its cardholders) that the card may be used for business purposes only and will not be used for personal, family or household purposes, or for any transaction illegal under state law, federal law, the law of any jurisdiction where the card may be used, or under applicable Network rules. The company is responsible for any use of a card by an authorized user, including any illegal or other prohibited use. The company shall establish and monitor internal procedures and guidelines for use of the cards. The Bank will have no obligation to inquire or verify whether use of a card by an authorized user complies with such procedures or guidelines.

Note: The Application must be signed by a person or persons with authority to bind the entity applying for credit, as shown on the banking resolution on file with the Bank.

PAUL A BILLUPS
Principal (print name)

MAYOR
Title

Signature

Social Security No.

Date of Birth

Personal Street Address

City, State, Zip

02/05/2024

Date

Principal (print name)

Social Security No.

Date of Birth

Title

Personal Street Address

City, State, Zip

Signature

Date

Principal (print name)

Social Security No.

Date of Birth

Title

Personal Street Address

City, State, Zip

Signature

Date

United Purchasing Card Agreement

THIS PURCHASING CARD AGREEMENT is made and entered into as of the date of issuance of Visa(s) account cards (the "Effective Date") to the entity named therein **TOWN OF CEREDO** (the "Company"), and **UNITED BANK** a Virginia chartered bank (the "Bank").

Recitals:

The Company desires to establish a Visa Purchasing/Fleet Card Account and/or Virtual Accounts (the "Visa Purchasing Card Account") with the Bank for business and commercial use and obtain various services of the Bank in connection with the Visa Purchasing Card (the "Services"). Virtual Accounts may be established by the Bank for the Company or Customer for a single use or for ongoing use. This Agreement sets forth the terms and conditions upon which the Bank will establish the Visa Purchasing/Fleet Card, issue Visa Cards or Virtual Account Numbers (each, a "Card" and collectively, the "Cards") to the Company and perform the Services. The Company and the Bank, intending to be legally bound, hereby agree as follows:

1. VISA CARD MINIMUM; CARDHOLDER ACCOUNTS. The Company will at all times have at least one Card(s) issued and outstanding. One account, bearing a distinct account number and selected activity limits (a "Cardholder Account"), will be established by the Bank for each Card requested by the Company and issued. Each Card will be issued for use by an employee of the Company to facilitate the purchases of and payments for business goods and services, as designated by the Company as provided in Paragraph 4 below (an "Authorized Cardholder").

2. BUSINESS PURPOSES. It is understood that the Company has applied for a Card account solely for business and commercial purposes, and the Company agrees to so advise each Authorized Cardholder that the Card may be used for business purposes only and shall not be used for personal, family or household purposes, or for any transaction illegal under Virginia law, federal law, the law of any jurisdiction where the card may be used, or under applicable Network rules. The Company is responsible for any use of a Card by an Authorized Cardholder, including any illegal or nonbusiness use and the Company's obligation hereunder shall not be affected or limited if any balances are incurred for any nonbusiness or illegal purpose. The Company shall establish and monitor internal procedures and guidelines for use of the Cards by the Authorized Cardholders. The Bank shall have no obligation to inquire or verify whether use of a Card by an Authorized Cardholder complies with such procedures or guidelines.

3. SERVICES. Cards may be used to purchase business goods or services ("Purchases") wherever Visa credit cards are accepted, subject to applicable activity limits and the Company Credit Limit (as defined in Paragraph 5). If the Company has so elected and "Cash Advances" are available with respect to this Account as one of the Services available for which such Authorized Cardholder may use such Authorized Cardholder's Card, cash may be advanced (loaned) ("Advances"), subject to applicable activity limits on the related Cardholder Account and the Company Credit Limit, by presenting the Card at Visa member banks or institutions or by making a withdrawal of cash by using the Card at any automatic teller machine ("ATM").

4. ISSUANCE OF CARDS.

a. The Bank will issue a Card to each Authorized Cardholder designated in writing to the Bank by the Program Coordinator. The initial Program Coordinator (including any alternate Program Coordinator(s)) is set forth on the application. If there is more than one Program Coordinator, the action or signature of any one Program Coordinator shall constitute sufficient authorization. The Company will notify the Bank in writing whenever a Program Coordinator is added or removed. Except as the Company shall otherwise direct the Bank in writing, the Company hereby authorizes and directs the Bank to issue a renewal or replacement Card before the expiration of each Card.

b. The Company acknowledges and agrees that Cards are not assignable or transferable, by operation of law or otherwise, and that any Card may be canceled by the Bank at any time for any reason, without notice, except as applicable law requires. Such cancellation shall in no way impair the Company's existing obligations to the Bank. Any and all Cards shall be surrendered to the Bank at its request.

c. It is understood and agreed that use of a Card constitutes an extension of credit from the Bank to the Company. The Company shall be liable for all charges made using a Card, except as provided in Paragraph 19 with respect to continued unauthorized use after receipt of notice by the Bank.

d. The Company shall be liable for all charges resulting from use of a Card by an Authorized Cardholder following termination of such Authorized Cardholder's employment with the Company unless and until the Company has notified the Bank to cancel the Card in accordance with Paragraph 15 and subject to applicable terms and conditions of the Visa Purchasing Card Program.

5. COMPANY CREDIT LIMIT; CARDHOLDER ACCOUNTS ACTIVITY/SPENDING LIMITS.

a. The Bank will establish a total credit line for Purchases, and, if applicable, for Advances, which total credit limit shall initially be in such amount as the Bank may fix, notice of which limit will be provided to the Company from time to time (the "Company Credit Limit"). For purposes of this Agreement, Visa Purchasing Card Accounts for which the Company Credit Limit is equal to \$35,000 or less shall be referred to sometimes hereinafter as a "Small Business Visa Purchasing Card Account." The Bank may, at its

discretion, change the Company Credit Limit, or the dollar amount and activity/spending limits for any Cardholder Accounts, at any time, whether after receipt of a written request by the Company or otherwise. The Bank will notify the Program Coordinator in

writing whenever such change occurs. The Company shall also specify to the Bank in writing the credit limit for each Authorized Cardholder, but the aggregate of all such credit limits shall at no time exceed the then specified Company Credit Limit.

b. The Company agrees that it may, from time to time, have other obligations outstanding to the Bank, its affiliates or subsidiaries of United Bankshares, Inc. The Company agrees that the amount of the Company Credit Limit represents an extension of credit that shall be included in determining the total obligations outstanding at any time by the Company to the Bank and/or to any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. Any commitment to make extensions of credit by the Bank, its affiliates or any subsidiary of United Bankshares, Inc. may, in the discretion of the Bank, its affiliates or any subsidiary of United Bankshares, Inc., be reduced by the amount of Company Credit Limit.

c. The Company agrees to advise Authorized Cardholders of activity/spending limits with respect to Cardholder Accounts, including but not limited to the maximum number of transactions or maximum aggregate dollar amount of transaction or transactions permitted for such Cardholder Account during any period. The Company understands that once an activity limit is reached with respect to any Cardholder Account, the Bank has no obligation to honor further uses of the Card associated with such Cardholder Account until such applicable activity/spending limit period has expired or the Company advises the Bank of a change to the limit in accordance with Paragraph 15. The Company further understands that once the Company Credit Limit is reached, the Bank has no obligation to honor the further use of any Cards unless all Cardholder Account balances are paid in accordance with the terms of this Agreement.

d. Notwithstanding anything herein to the contrary, the Company's liability for charges to Cardholder Accounts as provided by this Agreement shall not be limited (i) by the Company Credit Limit or (ii) as to any Authorized Cardholder by the activity/spending level for the related Cardholder Account, including any limit with respect to the dollar amount of transactions requested by the Company or agreed to by the Bank with respect to charges to such Cardholder Account by such Authorized Cardholder. If the outstanding balances on all Cardholder Accounts, in the aggregate, exceed the Company Credit Limit, the Company shall remain fully liable to pay the Bank and/or any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. for all such amounts, together with all finance charges and other fees agreed to herein.

6. PROMISE TO PAY; FINANCE CHARGES; FEES; TAXES.

a. The Company agrees to pay the Bank, when due, the total of all Purchases and Advances, charged to the Cards, in accordance with Paragraph 7 of this Agreement, subject to applicable law. The Company also agrees to pay the Bank a finance charge on such transactions at the rate specified in Paragraph 7 and the fees and other charges set forth in the Fee Schedule provided with respect to this Account, which may be amended by the Bank at its discretion, from time to time as provided below.

b. Unless otherwise agreed in writing the Bank reserves the right to amend the Fee Schedule at any time and from time to time upon 15 days' prior written notice to the Company. The Company further agrees to pay all costs and expenses, including court costs and reasonable attorneys' fees, incurred by the Bank in enforcing this Agreement.

7. PAYMENT; FINANCE CHARGES. The Company agrees to pay:

a. Except for Small Business Visa Purchasing Card Accounts, on each Monthly Payment Due Date (which for purposes of this Agreement means, for all accounts that receive monthly statements, the date that is 25 days after the date of the corresponding monthly statement, as provided for on the application), the amount necessary to settle all balances on all of the Cardholder Accounts, on which it shall pay the balance in full as directed on the application.

b. With respect to Small Business Visa Purchasing Card Accounts (as defined above), on each Monthly Payment Due Date, the amount necessary to settle all balances on all of the Cardholder Accounts, on which it shall pay at least the amount of 2.78% of the balance or payment as directed on the application.

c. With respect to all Visa Purchasing Card Accounts which receive semi-monthly statements in accordance with Paragraph 8 hereof, on each Semi-Monthly Payment Due Date (which for purposes of this Agreement means, for all accounts that receive semimonthly statements, the date that is 14 days after the date of the corresponding semi-monthly statement, as provided for on the application), the amount necessary to settle all balances on all of the Cardholder Accounts, on which it shall pay the balance in full as directed on the application.

d. Notwithstanding (a) through (c) above, if the Company has enrolled in the Daily Automatic Payment Plan, you agree as follows: (1) You authorize us to initiate Automated Clearing House (ACH) transfers by debit entries drawn on the bank account you have identified to us in your application for your Visa Purchasing Card Account or any other account that you identify to us from time to time ("Bank Account"); (2) We will initiate ACH debit entries from your Bank Account daily in the amount of your Daily Current Balance, which is equal to the opening balance on your Visa Purchase Card Account, regardless of any disputed amounts, determined during the Bank's nightly update each processing day; (3) You agree that in the event any debit is rejected or dishonored we may reinitiate the debit once; (4) You have provided us with all necessary information for the Bank Account that you wish us to debit and the Bank Account on which the ACH debits are authorized is a legitimate, open and active account, and you agree to notify us promptly if this information changes; (5) Once enrolled, automatic payments will continue daily until you notify us that you wish to terminate your enrollment in the Daily Automatic Payment Plan, or we terminate your enrollment; and (6) The Bank is not responsible for any fees that may be charged by your depository institution as a result of your participation in the Daily Automatic Payment Plan.

e. All finance charges, fees and charges as and when due in accordance with the procedures determined by the Bank. The

finance charge applicable to both Purchases and Advances shall be a fluctuating annual rate that is equal to the Index Rate plus 6%. Such annual rate will be adjusted upward or downward on the 15th day of the calendar month immediately preceding the start of that quarter to reflect changes in the Index Rate. For the purposes of this Agreement, the Index Rate is the highest prime rate as quoted in the Wall Street Journal. The corresponding daily periodic rate will be applied to the average daily balance of the Cardholder Accounts. Such finance charge shall begin to accrue, with respect to Advances on the date each transaction is posted to the Cardholder Account, and with respect to Purchases, on the date that is 14 days after the date of any semi-monthly statement or 25 days after the date of any monthly statement.

f. Upon demand, such additional fees and charges as the result of late payment or over limit are as specified in the Fee Schedule.

g. In addition to the other payment obligations of the Company pursuant to this Agreement, the Company agrees to pay immediately the full amount of any outstanding balance exceeding the Company Credit Limit.

8. PERIODIC STATEMENTS; DISPUTED BILLINGS.

a. Except for those Visa Purchasing Card Accounts for which either the Company opts on its application to receive semi-monthly statements or the Bank, in its discretion, requires the issuance of semi-monthly statements due to the amount of the Company Credit Limit, the Bank will furnish monthly statements according to the option checked on the application (or if none is checked, option (1)):

b. Each monthly or semi-monthly consolidated statement, as the case may be, will be in the Bank's standard format and will reflect all transactions posted to all Cardholder Accounts, all activity related to the charging of fees and charges under this Agreement and any credits with respect to such activity, for the applicable period. Each monthly or semi-monthly statement sent to individual Authorized Cardholders will reflect all transactions posted to each Cardholder Account for the applicable period for such Authorized Cardholder. Semi-monthly or monthly payments shall be made in accordance with the terms of each statement and this Agreement.

c. If the Company or an Authorized Cardholder disputes, or suspects an error has been made with respect to, any charges or billings, the Company must notify the Bank within 60 days of the date of the statement on which the disputed charge or error first appeared, or the Company waives any rights with respect to such disputed amount. Disputes regarding charges or billings under this Agreement shall be communicated in writing to the Bank at the address specified in Paragraph 18 below. Communications must include the Authorized Cardholder's name and the Cardholder Account number, the dollar amount of any dispute or suspected error, the reference number and a brief description of the dispute or suspected error. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

9. ALLOCATION OF PAYMENTS. The Bank may apply each payment made by the Company in any order the Bank determines at the time payment is made to be appropriate (whether it be applied first to fees and other charges as may then be outstanding or first to the outstanding balance of the Visa Purchasing Card Account or otherwise), or among the Cardholders Accounts in such fashion as the bank deems appropriate.

10. COMPANY REPRESENTATIONS; CERTIFICATES; FINANCIAL INFORMATION; REQUIRED NOTICES; AND CREDIT REPORTS.

a. The Company represents and warrants to the Bank that (i) it is a corporation, general partnership, limited partnership, limited liability company, limited liability partnership or association duly organized and existing under the laws of its domicile and has the power and authority to execute, deliver, perform and take all actions contemplated by this Agreement, (ii) all such action has been duly and validly authorized by all necessary proceedings on the Company's part, and (iii) this Agreement has been duly executed and delivered by the Company and constitutes the valid, legal and binding agreement of the Company enforceable against it in accordance with its terms.

b. The Company agrees to furnish the Bank, upon the Bank's request, such further authorizations, verifications and certificates as the Bank may require from time to time with respect to this Agreement, including the authority and true signature of any Program Coordinator.

c. The Company shall deliver to the Bank as soon as available and in any event not later than 120 days after the end of each fiscal year of the Company, financial statements of the Company in form and detail satisfactory to the Bank. The Company further agrees to provide the Bank from time to time such other information regarding the current financial condition of the Company as the Bank may reasonably request.

d. The Company shall promptly notify the Bank of the occurrence of any event, condition, act, or fact which would constitute a material adverse change in, or would otherwise involve a substantial risk of any material adverse effect on, the business, operations, conditions (financial or other) or prospects of the Company.

11. CONFIDENTIAL AND PROPRIETARY INFORMATION.

a. In connection with the Services and this Agreement, the Bank and the Company will be providing to each other, whether orally, in writing or in electronic format, non-public, confidential or proprietary information (collectively, "Confidential Information"). Each of the Company and the Bank agrees (i) to hold the Confidential Information of the other in strict confidence, (ii) not to disclose or permit any other person or entity access to the Confidential Information of the other party, except for disclosure or access to employees, officers, directors, agents, representatives, external or internal auditors or regulatory authorities of a party requiring disclosure or access in the course of employment or services, and (iii) not to use such Confidential Information

except in connection with the Services and for the purposes of this Agreement. It is understood and agreed that the obligation to protect such Confidential Information shall be satisfied if the party receiving such Confidential Information utilized the same control (but no less than reasonable) to avoid disclosure of its own confidential and valuable information. It is also understood and agreed that no information shall be within the protection of this Agreement where such information: (A) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (B) is released by the originating party to anyone without restriction; (C) is rightly obtained from third parties not to such receiving party's knowledge under obligation of confidentiality; or (D) is required to be disclosed by subpoena or similar process of applicable law or regulations.

b. For the purposes of this Agreement, Confidential Information of the Bank shall include, without limitation, all technical information, design, process, procedure or improvements related to the Card or this Agreement and all concepts, documentation, reports, data, data formats, specifications, computer software, source code, object code, user manuals, financial models, screen displays and formats, software, databases, inventions, know-how, show-how and trade secrets developed for the Company under this Agreement, whether or not patentable or copyrightable, together with all memoranda, analyses, compilations, studies, notes, records, drawings, manuals, or other documents or materials which contain or otherwise reflect any of the foregoing information.

c. Each of the Company and the Bank agrees to return to the other all Confidential Information of the other upon the termination of this Agreement; provided, however, each party may retain such limited information for customary archival and audit purposes only for reference with respect to prior dealings between the parties subject at all times to the continuing terms of the Paragraph 11a. Each of the Company and the Bank agrees not to use the other's name in any marketing, advertising or related materials, without the prior written consent of the other party.

12. EVENTS OF DEFAULT. The following constitute events of default (each a Default) under this Agreement:

a. Any payment is not made on the applicable payment due date or any other obligation under this Agreement is not paid as and when it is due; or

b. The terms of this Agreement are breached by the Company in any manner; or

c. The Company's borrowings hereunder exceed the Company Credit Limit; or

d. The Company fails to make any payment as and when due or otherwise defaults under the terms of any other obligation to the Bank, or to any of the Bank's affiliates or any subsidiary of United Bankshares, Inc., whether such obligation exists now or comes into existence in the future; or

e. The Company defaults (as principal or as guarantor or other surety) in any payment of, or as to any covenant or agreement with respect to, any obligation (or set of related obligations) to a third party in respect of indebtedness for borrowed money in excess of \$50,000 in the aggregate amount beyond any period of grace with respect thereto if the effect of such default is to cause, or to permit all or part of such obligation or obligations to become due before stated maturity; or

f. A bankruptcy petition is filed by or against the Company; or

g. A significant change occurs in the Company's ownership or the Bank or any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. determines that a material adverse change in the Company's financial condition has occurred or is about to occur; or

h. The Company becomes insolvent or is dissolved, or the Bank otherwise believes in good faith that the prospect of performance under this Agreement is impaired.

13. REMEDIES. In the event of any Default, the Bank may, at its option, and without prior notification; (a) close any or all Cardholder Accounts to use; (b) accelerate payment of the full balance on any or all Cardholder Accounts and thereby require immediate payment of the full balance of such Accounts, including but not limited to all accrued fees and other charges; (c) accelerate payment of the full balance of all amounts accrued under this Agreement and thereby require immediate payment of the full balance of such amounts, including but not limited to accrued fees and other charges; (d) terminate this Agreement (which termination shall be deemed to be a termination for cause); or the Bank or any of its affiliates or any subsidiary of United Bankshares, Inc. to which the Company owes any obligation may, at their option, (e) declare a default under any other obligation owing by the Company to the Bank or its affiliates or any subsidiary of United Bankshares, Inc..

14. BANKER'S LIEN AND RIGHT OF SETOFF. The Company hereby grants the Bank and its affiliates and all subsidiaries of United Bankshares, Inc., a general lien and right of setoff on any of the Company's accounts or other property in the Bank's possession or in the possession of any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. to secure all obligations under this Agreement and any current or future indebtedness of the Company to the Bank or any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. whether under this Agreement or any other agreement.

15. CANCELLATION OF CARDS; REDUCTION OF LIMITS ON CARDHOLDER ACCOUNTS.

a. If the Company at any time desires to cancel (including as a result of the termination of an Authorized Cardholder's employment or other reason which in Company's discretion warrants cancellation of any Card) or reduce or otherwise change any limit or other requirements on any outstanding Card, the Program Coordinator shall so notify the Bank in writing, at the address specified in Paragraph 18 below, specifying the requested date of such action. A change to any limit or other requirement on a Card with respect to a particular transaction or transactions may be given orally by such Program Coordinator, on which the Bank may rely; provided, however, that for any such change to become permanent such change must be requested in writing by the Program Coordinator to the Bank. The Bank will have a reasonable time thereafter within which to comply with any such notice.

b. Upon cancellation of any Card or termination of any Cardholder Account, the Company will promptly notify the affected Authorized Cardholder and will use its best efforts to obtain the canceled Card and return it, cut in half, to the Bank. Upon cancellation of a Card (other than a lost or stolen Card as to which the Bank has received notice) or termination of any Cardholder Account, including as a result of termination of employment of an Authorized Cardholder or other reason in the Company's discretion that warrants termination, as to which the Bank has received notice, the Company shall remain liable for all outstanding balances incurred by the use of such Card prior to such cancellation or termination and within 30 days thereafter, including all outstanding balances for transactions that may be posted to the Cardholder Account after cancellation or termination and all fees and other charges of any type as shall have accrued or as shall occur or accrue to the Bank with respect to such Cardholder Account. Upon reduction of or change in any limit or other requirement on any outstanding Card, the Company will promptly notify the Authorized Cardholder. Notwithstanding any such notice, the Company shall remain liable for all amounts incurred by the use of such Card.

16. TERMINATION.

a. This Agreement shall be for a term of three years (the "Initial Term"), and shall automatically be renewed for consecutive periods of three years each (a "Renewal Term"), unless either the Company or the Bank has given the other party written notice at least 30 days prior to the termination of the Initial Term or then current Renewal Term that the Agreement will not be renewed. Notwithstanding the foregoing, the Company and the Bank may each terminate this Agreement at any time either (a) immediately for cause; or (b) without cause upon at least 90 days' prior written notice to the other party (which notice shall specify the date of termination), and in such case, and in the case of the Initial Term or any Renewal Term not being extended as provided above, no Card shall be used for any Purchase or any Advance on or after that date which is 15 calendar days preceding the date of termination or the last day of the Initial Term or Renewal Term, as applicable.

b. Notwithstanding any termination of this Agreement, this Agreement shall remain in full force and effect with respect to (i) all transactions hereunder that occur prior to the date of such termination, (ii) all fees and other charges as shall have accrued or as shall occur or accrue to the Bank with respect to such transactions, (iii) the confidentiality provisions set forth in Paragraph 11 of this Agreement, (iv) the general lien and right of setoff of the Bank, its affiliates and all subsidiaries of United Bankshares, Inc. as provided in Paragraph 14 of this Agreement, (v) the indemnity provided by the Company in Paragraph 22 of this Agreement, and (vi) the waiver of jury trial, venue and enforcement provisions of Paragraph 26. Further, upon any termination, the Company shall reimburse the Bank for any out-of-pocket expenses incurred by the Bank in connection with this Agreement and the Services, including without limitation the costs associated with unused customized cards and forms.

c. In addition, the Bank may terminate any or all of Cardholder Accounts at any time, without notice, subject to applicable law, even though the Company or the Authorized Cardholder may not have defaulted on any such Cardholder Account. If the Bank terminates a Cardholder Account, the Company agrees to use all reasonable efforts to obtain all Cards issued on that Cardholder Account and return them, cut in half, to the Bank or otherwise destroy them. Notwithstanding such termination, this Agreement shall remain in full force and effect and the Company shall continue to be liable for full payment with respect to (i) the balance on the closed Cardholder Account and all charges to such Cardholder Account, including but not limited to Purchases, Advances, and any transactions that post after such Account is closed, and (ii) all fees and other charges of any type as shall have accrued or as shall occur or accrue to the Bank with respect to such transactions.

17. CHANGE IN TERMS.

a. The Bank may change the terms of this Agreement (including any changes to any attachment) at any time, subject, however, with respect to fees and other charges, to Paragraph 6 of this Agreement. The Bank will give the Program Coordinator 15 days' written notice of any change in terms of this Agreement. New terms may apply to both new Purchases and Advances and any other transactions that post after such Account is closed, and to the outstanding balances on the Card Account.

b. Notwithstanding anything to the contrary in this Paragraph 17, the terms of any Authorized Cardholder Form may be amended with respect to any change of any Program Coordinator by written notice to the Bank, and any change of the Program Coordinator may be made by written notice to the Bank from an authorized executive officer of the Company, subject at such time to such additional authorizations, verifications and certificates as the Bank may require at the time of such amendment.

18. LOST OR STOLEN CARDS. The Company agrees to notify the Bank immediately if the Company suspects or knows that a Card is lost or stolen by calling the following telephone number: (800) 242-7600. The Company must immediately follow up the telephone call with written notice of the suspected or actual loss or theft of a Card to the Bank at:

UNITED BANK
514 Market Street • P. O. Box 1382
Parkersburg, WV 26102-1382
Attention: Bankcard Center • Fax # (304) 295-9355

19. LIABILITY FOR UNAUTHORIZED USE.

a. NOTICE: The Company will be liable for the unauthorized use of Cards, but not for unauthorized use that occurs after the Company notifies the Bank, either orally at (800) 242-7600 or in writing at the address stated in Paragraph 18 of this Agreement, but in no event will the Company's liability for such unauthorized use exceed the limit set by applicable State or Federal law.

b. Except as liability may be limited under subparagraph (a) above, the Company shall be liable for all unauthorized use of any Card, as well as any fraud involving the use of any Card, without regard to such limitation. The Company will not, however, be liable for any unauthorized use that continues after the Bank is notified orally or in writing of unauthorized use. Use of a Card by an Authorized Cardholder at any time, even if an Authorized Cardholder is no longer employed or associated with the Company, shall not constitute unauthorized use, subject to applicable law and Paragraph 15 of this Agreement. To report the unauthorized use of a Card, the Company may contact the Bank by telephone at the number shown in subparagraph (a) above or at the number on each periodic statement. The Company may also notify the Bank in writing at the address stated in Paragraph 18 of this Agreement.

c. The Company understands that the liability any Authorized Cardholder may separately have to the Company for the unauthorized use of any Card is the lesser of the limit set by applicable State or Federal law or the amount to which the unauthorized use pertains.

20. COLLATERAL SECURITY. All indebtedness and obligations of the Company arising under this Agreement are unsecured, unless there is a separate agreement granting the Bank security for the repayment of such indebtedness.

21. FORCE MAJEURE. Notwithstanding any other provisions of this Agreement, the Bank shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to, without limitation, acts of God, acts or omissions of Visa, the Company or any third party, severe weather, war, civil commotion, government action, flood, storm, fire, explosion, strikes, other industrial disturbances, computer viruses or hacking, computer, network or other equipment failure or malfunction, national emergency, pandemic or epidemic, or any other cause beyond the Bank's reasonable control.

22. INDEMNIFICATION. The Company shall indemnify and hold harmless the Bank and its affiliates and any subsidiary of United Bankshares, Inc., and their respective directors, officers, employees and agents, from and against any and all losses, claims, damages, liabilities, judgments or amounts paid in settlement (or actions, suits or proceedings, or investigations in respect thereof), including reasonable attorneys' fees (collectively, "Losses") resulting from, relating to or arising out of this Agreement and the Service except to the extent such Losses solely result from, arise out of or relate to the gross negligence or willful misconduct of the Bank or its affiliates or any subsidiary of United Bankshares, Inc., or their respective directors, officers, employees or agents.

23. DISCLAIMERS OF WARRANTIES, SPECIAL DAMAGES AND LIABILITIES. THE BANK SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, EACH OF WHICH IS EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES.

In addition, the Company acknowledges and agrees that VISA USA and VISA INTERNATIONAL shall not be responsible for any claims, losses, damages or liabilities incurred by any Visa member (including the Bank) or by the agents, brokers, cardholders (including the Company or any Authorized Cardholder), or merchants of any such Visa member arising out of the Visa Card product, including without limitation the Visa Card Account and services provided under this Agreement.

VISA USA and VISA INTERNATIONAL DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE VISA CARD PRODUCT OR ANY CORE SERVICE OR SUPPLEMENTAL SERVICES PROVIDED IN CONNECTION THEREWITH BY VISA OR ITS CONTRACTORS (INCLUDING THE BANK), BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY FOR A PARTICULAR PURPOSE.

24. PRIOR AGREEMENTS; WAIVER. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Company and the Bank or any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. with respect to the subject matter hereof. No waiver by the Bank or any of the Bank's rights under this Agreement shall be effective unless in writing signed by an authorized representative of the Bank.

25. ASSIGNMENT; BINDING EFFECT. This Agreement (including any of the Company's rights or obligations hereunder) may not be assigned or transferred, by operation of law or otherwise, by the Company without the prior written consent of the Bank. This Agreement shall be binding upon the representatives and permitted successors and assigns of the Company. No consent is required for the Bank to assign or otherwise transfer this Agreement or its rights or obligations hereunder.

26. WAIVER OF JURY TRIAL. THE COMPANY EXPRESSLY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OF ANY NATURE RESULTING FROM, ARISING OUT OF OR RELATED TO THIS AGREEMENT. ANY ACTION TO ENFORCE THIS AGREEMENT MAY, AT THE OPTION OF THE BANK, BE BROUGHT IN THE STATE OR FEDERAL COURTS LOCATED IN FAIRFAX COUNTY, VIRGINIA, AND THE CUSTOMER EXPRESSLY AND IRREVOCABLY WAIVES ANY OBJECTION TO PERSONAL JURISDICTION OR VENUE AT THAT FORUM. THE COMPANY ACKNOWLEDGES THAT THE FOREGOING WAIVERS ARE KNOWING AND VOLUNTARY.

27. NOTICES. All notices under this Agreement shall be given in the manner and to the address and (if applicable) the telephone number stated in Paragraph 18. All notices permitted or required by this Agreement shall (unless otherwise specified in this Agreement) be in writing and shall be deemed to have been duly given if sent by personal delivery, United States mail, e-mail or other electronic communication, or facsimile, addressed, in the case of notice to the Bank, to the address specified in Paragraph 18 or by e-mail to pcard@bankwithunited.com, and in the case of the Company to the billing address on file with the Bank or to the e-mail address on file with the Bank, in the case of authorized inquires, or for any notice by the Bank pursuant to Paragraphs 16 and 17, to the Program Coordinator at the address set forth in this Agreement or any attachment thereto; or any address set forth or referred to above may be changed by the party to receive notice, providing notice is given in writing to the other party in accordance with these notice provisions.

28. CURRENCY CONVERSION AND INTERNATIONAL TRANSACTIONS. When you use your United Credit Card at a merchant that does not accept payment in US dollars, settles in a currency other than US dollars, the transaction amount will be converted into the corresponding US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either 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 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. Visa USA charges us an International Service Assessment on all international transactions, regardless of whether there is a currency conversion. As a result, we charge you an international transaction fee on international transactions where there is no currency conversion. Please refer to your Fee Schedule for additional information regarding the amount of the fee. An international transaction is any transaction where the country of the merchant is located outside of the United States of America.

29. GOVERNING LAW. This Agreement and all questions relating to the subject matter hereof shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia or, to the extent controlling, the laws of the United States of America.

30. EFFECTIVENESS. This Agreement is effective upon the first use of any card issued to the Company pursuant to the arrangement memorialized herein and shall remain in effect until cancelled by either party in the fashion described hereinabove. The signature of the Company on an application for establishment of this Account or the provision of a resolution authorizing the establishment of this Account shall constitute and be treated as the assent in writing by the Company to the terms of this Agreement.

31. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan. What this means for you: When you open an account or request a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We may ask our established customers for identification and we will use this information to update our files.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

TOWN OF CEREDO

Company Name: (Print or Type)

United Bank

By: _____
(Signature)

Name: **PAUL A BILLUPS**

(Print or Type)

Title: **MAYOR**

(Print or Type)

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)



UNITED BANK PURCHASING CARD
Authorization Agreement for Direct Payments

Date: 1/18/2024

TOWN OF CEREDO
Company Name (Please Print)

Authorized Employee (Please Print)

United Bank Credit Card Number: _____

Draft from :

Depository Institution: _____

Institution's Phone #: _____

Routing & Transit Number: _____

Checking Savings Account Number: _____

I (we) hereby authorize United Bank to initiate debit entries to our corporate account(s) at the depository institution indicated above for payment to the above-referenced Purchasing Card beginning ____/____/_____. The payment will be posted on the due date. MM/DD/YYYY

Payment Option:

The previous statement balance amount that is due each month less any credits issued.

This authorization is to remain in full force and effect until United Bank has received written notification from authorized personnel of its termination in such time and in such manner as to afford United Bank and the depository institution a reasonable opportunity to act on it.

NOTE: ALL DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Authorized Signature

2nd Authorized Signature (if applicable)