

This agreement is made this _____ day of _____ by and between BLOOMFIELD STATE BANK, having its principal office at 48 NORTH WASHINGTON STREET, BLOOMFIELD, IN (hereinafter referred to as the "Financial Institution") and _____, with EIN of _____ (hereinafter referred to as "Company"). Both parties agree that the services described and provided by Bank will be subject to the terms and conditions set forth below:

WHEREAS, Company desires the Financial Institution to provide it with certain ACH services, pursuant to the terms and conditions provided herein:

NOW, THEREFORE, in consideration of mutual promises and covenants and other valuable consideration, the parties hereby agree as follows:

RECITALS

- A. The *ACH Rules* (the "*Rules*"), as defined by NACHA.
- B. Company wishes to initiate credit and debit entries pursuant to the terms of this Agreement and *the Rules*, and Financial Institution is willing to act as an Originating Depository Financial Institution (ODFI) with respect to such entries.
- C. Unless otherwise defined herein, terms shall have the meanings provided in the *Rules*. The term "*Entries*" shall have the meaning provided in the *Rules* and shall also mean the data received from the Company hereunder from which the Financial Institution initiates entries.

AGREEMENT

1. **ACH Rules.** The Company acknowledges receipt of a copy or has access to a copy of the *Rules*. The Company agrees to comply with and be bound by the *Rules*. In the event the Company violates any of the applicable *Rules* and NACHA imposes a fine on the Financial Institution because of the Company's violation, the Financial Institution may charge the fine to the Company.
2. **Transmittal of Entries By Company.** Company shall transmit credit and debit Entries to Financial Institution to the location(s) and in compliance with the formatting and other requirements set forth in Schedules attached hereto. Company agrees that its ability to originate entries under this agreement is subject to exposure limits in accordance with the *Rules* and as set forth in Schedules attached hereto.
3. **Security Procedures.**
 - a) The Company and the Financial Institution shall comply with the security procedure requirements described in the attached Schedule [A] with respect to entries transmitted by the Company to the Financial Institution. Company acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedures for the detection of any such error has been agreed upon between the Financial Institution and Company.
 - b) Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by Financial Institution in connection with the security procedures described in Schedule [A]. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.
4. **Processing, Transmittal and Settlement by Financial Institution.**
 - a) Except as provided in Section 3, 5, and 6, the Financial Institution shall (i) process entries received from the Company to conform with the file specifications set forth in the *Rules*, (ii) transmit such Entries as an Originating Depository Financial Institution to Federal Reserve Bank (the "ACH Operator"), and (iii) settle for such entries as provided in the *Rules*.
 - b) The Financial Institution shall transmit such entries to the ACH Operator by deadline set forth in the attached Schedule A one business day for debit entries or two business days for credit entries prior to the Effective Entry Date shown in such entries, provided (i) such entries are received by the Financial Institution's related cut-off time set forth in attached Schedule [B] on a business day, (ii) the Effective Entry Date is at least (two) 2 days after such business day, and (iii) the ACH Operator is open for business on such business day. For purposes of this

Agreement, Entries shall be deemed received by Financial Institution, in the case of transmittal by tape or similar media, when received by Financial Institution at its Branch Location, and in the case of electronic transmission, when the transmission (and compliance with any related security procedures provided for herein) is completed as provided in Schedule [A].

- c) If any of the requirements of clause (i), (ii), or (iii) of Section 4(b) are not met, the Financial Institution shall use reasonable efforts to transmit such entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.
5. **On-Us Entries.** Except as provided in Section 6, Rejection of Entries, in the case of an Entry received for credit or debit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 4(b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.
6. **Rejection of Entries.** Financial Institution may reject any Entry which does not comply with the requirements of Section 4, Transmittal of Entries By Company, or Section 3, Security Procedures, or which contains an Effective Entry Date more than two (2) days after the business day such Entry is received by Financial Institution. Financial Institution may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 12, The Account. Financial Institution may reject any entry if Company does not adhere to security procedures as described in Schedule B. Financial Institution shall notify Company by phone, electronic transmission or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH Operator or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Company by reason of rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
7. **Cancellation or Amendment by Company.** Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, if such request complies with the security procedures described in Schedule [A] for the cancellation of Data, Financial Institution shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account, but shall have no liability if such cancellation is not effected. Company shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to effect the cancellation or amendment of an Entry.
8. **Notice of Returned Entries and Notifications of Change.** Financial Institution shall notify Company by phone or electronic transmission of the receipt of a returned entry from the ACH Operator no later than one (1) business day after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 2, Transmittal of Entries By Company, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH Operator if Financial Institution complied with the terms of this Agreement with respect to the original Entry. Company shall notify the Originator by phone or electronic transmission of receipt of each return entry no later than one (1) business day after the business day of receiving such notification from the ODFI.

Financial Institution shall provide Company all information, as required by the NACHA Operating Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Financial Institution relating to Entries transmitted by Company. Financial Institution must provide such information to Company within two banking days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Financial Institution or prior to initiating another Entry to the Receiver's account, whichever is later.
9. **Reinitiation of Entries.** An ACH entry that has been returned may not be reinitiated unless (1) the entry has been returned for insufficient or uncollected funds; or (2) the entry has been returned for stopped payment and reinitiation has been authorized by the Receiver; or (3) the ODFI has taken corrective action to remedy the reason for the return. Bloomfield State Bank may automatically reinitiate ACH entries returned for reason of insufficient or uncollected funds on behalf of the Originator. The Originator may be required to recreate and deliver to Bloomfield State Bank all entries which they elect to reinitiate, as they may be permitted under ACH Rules.

10. **Reversing Entries.** The Company shall notify the Receiver that a reversing entry has been transmitted to the Receiver's account no later than the settlement date of the reversing entry. This notification may be made by the Company's method of choice (fax, telephone, etc.).
11. **Payment.**
 - a) Company shall pay Financial Institution the amount of each credit Entry transmitted by Financial Institution pursuant to this Agreement at such time on the date of transmittal by Financial Institution of such credit Entry as Financial Institution, in its discretion, may determine.
 - b) Company shall promptly pay Financial Institution the amount of each debit entry returned by a Receiving Depository Financial Institution ("RDFI") that was transmitted by Financial Institution pursuant to this Agreement.
 - c) Financial Institution shall pay Company the amount of each debit Entry transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as Financial Institution, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date with respect to such Entry as Financial Institution, in its discretion, may determine.
 - d) Financial Institution shall promptly pay Company the amount of each credit Entry returned by an RDFI that was transmitted by Financial Institution pursuant to this Agreement.
12. **The Account.** The Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the account(s) of the Company identified in the attached Schedule [C] attached hereto (the "Account"). Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement. Upon request of Financial Institution, Company agrees to promptly provide to Financial Institution such information pertaining to Company's financial condition as Financial Institution may reasonably request.
13. **Periodic Statement.** Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Company's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any periodic statement. If Company fails to notify Financial Institution of any discrepancy within thirty (30) days of receipt of a periodic statement containing such information, Company agrees that Financial Institution shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Financial Institution of any such discrepancy within thirty (30) days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Financial Institution.
14. **Company Representations and Agreements; Indemnity.** With respect to each and every Entry transmitted by Company, Company represents and warrants to Financial Institution and agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those types of credit and debit Entries set forth in Section 2, Transmittal of Entries By Company, (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (e) Company shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such entry. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the entry. Company shall indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations, or agreements.

15. Liability; Limitations on Liability; Indemnity.

- a) The Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. The Financial Institution shall not be responsible for the Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any entry received from the Company) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an entry by such Receiver or RDFI), and not such person shall be deemed the Financial Institution's agent. Company agrees to indemnify the Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that the Financial Institution is responsible for, any act of omission by the Company or any other person described in this Section.
- b) In no event shall the Financial Institution be liable for any consequential, special punitive or indirect loss or damage that the Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from the Financial Institution's acts or omissions pursuant to this Agreement.
- c) The Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Financial Institution's control. In addition, the Financial Institution shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if the Financial Institution is otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any U.S. governmental regulatory authority.
- d) The Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. (At the Financial Institution's option, payment of such interest may be made by crediting the Account from any claim of any person that the Financial Institution is responsible for any act or omission of the Company or any other person described in Section 15(a).)

16. Compliance with the Security Procedures.

- a) If an entry (or a request for cancellation or amendment of an entry) received by the Financial Institution purports to have been transmitted or authorized by the Company, it will be deemed effective as the Company's entry and the Company shall be obligated to pay the Financial Institution the amount of such entry even though the entry was not authorized by the Company, provided the Financial Institution acted in compliance with the security procedure referenced in Schedule [A]. If signature comparison is to be used as a part of that security procedure, the Financial Institution shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of entries with the signature of an authorized representative of the Company and, on the basis of such comparison, believes the signature to be that of such authorized representative.
- b) If an entry received by the Financial Institution was transmitted or authorized by the Company, the Company shall be obligated to pay the amount of the entry as provided herein, whether or not the Financial Institution complied with the security procedure referred to in Schedule [A] and whether or not that entry was erroneous in any respect or that error would have been detected if the Financial Institution had complied with such procedure.

17. Inconsistency of Name and Account Number. The Company acknowledges and agrees that if an entry describes the Receiver inconsistently by name and account number, payment of the entry transmitted to the RDFI might be made by the RDFI (or by the Financial Institution in the case of an on-us entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the entry to the Financial Institution is not excused in circumstances.

18. Payment for Services. The Company shall pay the Financial Institution the charges for the services provided for herein set forth in Schedule [D]. Such charges do not include, and the Company shall be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between the Financial Institution and the Company with respect to the account (the "Account Agreement").

19. Notices, Instructions, Etc.

- a) Except as otherwise expressly provided herein, the Financial Institution shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.
- b) The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule [E] attached hereto. The company may add or delete any Authorized Representative by written notice to the Financial Institution signed by at least two Authorized Representatives other than those being added or deleted. Such notice shall be effective on the [e.g., second business day] following the day of the Financial Institution's receipt.

Except as otherwise expressly provided herein, any written Agreement shall be delivered or sent to and addressed as directed below unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

Bloomfield State Bank
ACH Department
P O Box 407
48 N Washington Street
Bloomfield IN 47424-0407

20. **Prenotifications.** The company will send prenotification 6 days prior to initiating the first entry to a particular account. Such notice shall be provided to the Bank in the format and on the medium provided in the NACHA Rules. After the Company has received notice that any such notification has been rejected by a receiving bank, or that a receiving bank will not receive entries without having first received a copy of the authorization signed by its customer, the Company will not initiate any entry to such customer, except the Company may initiate entries after providing the receiving bank with such authorization, within the time limits provided in the Rules.
21. **Data Retention.** The Company shall retain data on file adequate to permit remaking entries for 5 business days following the date of their transmittal by the Financial Institution as provided here, and shall provide such data to the Financial Institution upon its request. Without limiting the generality of the foregoing provision, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules. All magnetic tapes, Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Financial Institution in making such information available to Company shall be paid by Company.
22. **Evidence of Authorization.** The Company will obtain written authorizations for entries and shall retain the original or a microfilm or other equivalent to a microfilm record for two (2) years after termination or revocation of such authorization and shall provide such authorization to the Financial Institution upon its request.
23. **Third Parties.** The Company shall assume full liability for any action made by any third-party processor used by the Company at its discretion to initiate entries on its behalf.
24. **U.S. Law.** It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law and that no transactions are being sent to or payments received from suspected terrorists or terrorists on the OFAC list.
25. **Governing Law.** The terms and conditions of this Agreement are valid and binding upon the parties and shall be governed by and interpreted in accordance with Regulations of the Board of Governors of the Federal Reserve System US Law and the laws of the State of Indiana. In the event there is a conflict any legal proceeding must be brought in the State of Indiana.

26. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Financial Institution and the Company relating to the subject matter herein and supersedes all prior communications between us about the subject matter. The Rules and Regulations of Customer's Depository Account(s) with Financial Institution are hereby incorporated by reference. If any inconsistency exists between these Rules and Regulations and the terms and conditions contained in this Agreement, the terms and conditions supersede the Rules and Regulations or any prior Agreement with Customer relating to these services. This agreement supersedes additional agreements for Cash Management and Wire Transfer agreements which may reference this agreement. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and Company, regardless of whatever practices and procedures Financial Institution and Company may use.
27. **Termination.** The Financial Institution or Company may terminate this Agreement at any time. Such termination shall be effective on the fifth business day following the day of receipt of written notice of such termination or such later date as specified in that notice. If the customer fails to comply with the terms and conditions of this Agreement, and termination enacted or enforced by Financial Institution, such termination shall be effective immediately without prior written notice. Any termination of this Agreement shall not affect any of the Company's obligations arising prior to such termination. The indemnification and liability provisions of the Agreement will survive any such termination.
28. **Assignment.** This Agreement is binding upon and inures to the benefit of the party's successors in interest and permitted assigns. The Company shall not assign this Agreement nor any moneys due or to become due hereunder, without the prior written consent of Financial Institution. Any assignment or attempted assignment made without such consent of Financial Institution shall be void as to, and shall not affect any of the Company's obligations arising prior to such assignment. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company hereunder.
29. **Amendments.** From time to time the Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in the Financial Institution's notice to the Company.
30. **Survival.** The provisions of this Agreement shall survive the assignment of this Agreement by the Financial Institution or the Company to any successor in interest or other assignee.
31. **Waiver.** The delay or omission by the Financial Institution or the Company in exercising rights under this Agreement, or the failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party, shall not be deemed a waiver of any terms, covenants or conditions of this Agreement, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all times or any other time.
32. **Severability.** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions will continue in full force and effect.
33. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
34. **Headings.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.
35. **Force Majeure.** The Financial Institution shall not be liable for, or in connection with, any failure or delay in performance due wholly or partly to any strike, lock out or industrial disturbance at or affecting Financial Institution's premises, or to any contingency whatsoever beyond its control (e.g., flood, fire, etc.) which prevents or hinders Financial Institution from performing the services as provided for under the Agreement.

By signing this Agreement, the undersigned acknowledge having read and accepted the terms and conditions of this Agreement, and agree to be bound by its terms.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Company: _____

Officer Signature: _____

Officer Name: _____

Title: _____ Date: _____

eMail: _____

Phone: _____ Fax: _____

Financial Institution: Bloomfield State Bank

Officer Signature: _____

Officer Name: _____

Title: _____ Date: _____

Bloomfield State Bank
ACH Department
P.O. Box 407
48 N Washington Street
Bloomfield, IN 47424-0407

Toll Free: (800) 319-6110
Fax: (812) 384-8826
www.bloombank.com
bankservices@bloombank.com

Schedule (A) – ACH Transmittal/Security Procedures

All files will be formatted in a NACHA or other pre-approved format; transmission specifications will be established by Bloomfield State Bank.

Electronic File Transmissions

The Company will transmit encrypted files only via:

www.bloombank.com
bankservices@bloombank.com

Hand-Delivered Files

The Company will deliver encrypted or password protected files on 3 1/2 “ diskette, CD, DVD or USB or in documented circumstances as approved exceptions, a paper request or fax to:

Bloomfield State Bank
ACH Department
P.O. Box 407
48 N Washington Street
Bloomfield, IN 47424-0407

Toll Free: (800) 319-6110
Fax: (812) 384-8826

Communication Procedures

The Financial Institution shall be entitled to rely on any written notice or other written communication electronic signatures, electronic certificates or forms submitted via secure websites believed by it in good faith to be genuine and to have been signed by or electronically submitted by the Authorized Representative identified in Schedule [E], and any such communication shall be deemed to have been signed by such person. The Company is solely responsible for the accurate and timeliness of modifications to Authorized Representatives identified in Schedule [E].

Electronic File Transmission

The Company’s Authorized Representative will have access to the ACH system by utilizing the prearranged logon procedures, remote ID, and file ID. Companies utilizing Corporate Cash Management will follow procedures defined in the Cash Management Agreement in accordance with the ACH Rules and ACH Origination Agreement.

The Company’s Authorized Representative will provide the Financial Institution with verification of the totals contained in the transmission by sending a facsimile transmission to the Financial Institution’s Contact or by including the amount in the email or secure web form for verification purposes.

The Financial Institution will anticipate the receipt of an ACH file transmission from the Company on each scheduled processing date identified by the Company in writing and agreed to by the Financial Institution. The Company is responsible for ensuring that the Financial Institution received the transmission on each processing date indicated in the processing schedule. The Company’s Authorized Representative will notify the Financial Institution if a transmission will not take place on the prearranged scheduled processing date.

The Financial Institution will verify that the file totals agree with the Company information given by fax, phone or email. In the event of a discrepancy in the totals, the Financial Institution will call the specified Company Authorized Representative designated by an authorized signatory of the Company. If an Authorized

Representative is not available for notification, the file will not be processed until the Company's Authorized Representative can be contacted on the next business day.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's personal computer and used for ACH money transfer. The Company agrees to comply with written procedures provided by the Financial Institution for the creation, maintenance, and initiation of ACH money transfers.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computer.

The Company is responsible for operator security procedures on the one personal computer licensed for use of the program.

Hand-Delivered Files

The Company's Authorized Representative will hand-deliver file(s) to the designated location. Each hand-delivered file will be accompanied by a transmittal register, signed by an authorized signatory of the account.

The Company's Authorized Representative will provide the Financial Institution with verification of the totals contained in the hand-delivered file(s) by sending a facsimile transmission to the Financial Institution's contact. In the event that the Company or the Authorized Representative is unable to fax the information, the Company's Authorized Representative will telephone the Financial Institution's contact with the verification and also mail the information as backup on the same day transmitted. In no case will the transmittal register accompanying the file be construed as verification.

The Financial Institution will anticipate the receipt of an ACH file from the Company on each scheduled processing date identified by the Company in writing and agreed to by the Financial Institution. The Company is responsible for ensuring that the Financial Institution receives the file in the ACH processing area on each processing date indicated in the processing schedule. The Company's Authorized Representative will notify the Financial Institution if a file will not be delivered on the prearranged scheduled processing date.

The Financial Institution will verify that the file totals agree with the Company information given by fax or phone. In the event of a discrepancy in the totals, the Financial Institution will call the specified Company Authorized Representative designated by an authorized signatory of the Company. If an Authorized Representative is not available for notification, then the file will not be processed until the Company's Authorized Representative can be contacted on the next business day.

Schedule [B] – Processing Schedule

ODFI Processing Schedule

ACH CONSUMER DEBIT TRANSACTIONS		
Delivery Method	Deadline (ET)	Day of Delivery
Electronic/Internet Transmission *	2:30 p.m.	1 Business Day Prior to Effective Entry Date*
Diskette, CD, DVD, USB	2:30 p.m.	1 Business Day Prior to Effective Entry Date*
Paper	2:30 p.m.	1 Business Day Prior to Effective Entry Date*

ACH CONSUMER CREDIT TRANSACTIONS		
Delivery Method	Deadline (ET)	Day of Delivery
Electronic / Internet Transmission	2:30 p.m.	2 Business Days Prior to Effective Entry Date*
Diskette, CD, DVD, USB	2:30 p.m.	2 Business Days Prior to Effective Entry Date*
Paper	2:30 p.m.	2 Business Days Prior to Effective Entry Date*

* Single entry reversals and corrections may be submitted for original entry effective date by 12:00 p.m. two business days prior to effective date. Reversals for erroneous entries must be submitted by the company within 5 banking days of the settlement date of the original entry; and, within 24 hours of the discovery of the error. All times are Eastern Time Zone (EDT/EST).

Our banking days include all days except Saturdays and Sundays and the following standard holidays in addition to the regular Federal Reserve Bank schedule of holidays. Business hours are subject to change along with early closures on Eves of holidays when applicable.

STANDARD BANK HOLIDAYS		
Holiday	2008	2009
New Year's Day	January 1, 2008	January 1, 2009
Memorial Day	May 26, 2008	May 25, 2009
Independence Day	July 4, 2008	July 4, 2009
Labor Day	September 1, 2008	September 7, 2009
Veteran's Day	November 11, 2008	November 11, 2009
Thanksgiving Day	November 27, 2008	November 26, 2009
Christmas Day	December 25, 2008	December 25, 2009

Schedule [C] – Account Agreement

Company Name _____ Company Tax ID Number _____

This schedule identifies the Company Account to which settlement should be applied for origination of entries or settlement of return entries. In the case of Cash Concentration entries, this schedule may clearly define the accounts to be swept, the frequency of scheduled transfers or other information specific to the activity of the accounts.

Account Information			
#	Account Type / Number	Account Title (Alias)	Orig. / Return / Fee / Misc. Info
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Schedule [D] – OFDI Fee Schedule

ACH ORIGINATION	
Regular Monthly Fees	
Debit items originated	\$5.00/file
Example: ACH file contains only Debit entries to Payees, such as checking account drafts.	
Reversing/correcting debit items originated	\$5.00/file
Example: You send us an ACH file to error correct previous ACH file.	
Credit items originated	\$5.00/file
Example: ACH file contains only Credit entries to Payees, such as Payroll Direct Deposit.	
Mixed Credit / Debit items originated file	\$5.00/file
Example: ACH file contains Mixed Credit & Debit entries	
Reversing/correcting credit items originated	\$5.00/file
Example: You send us an ACH file to error correct previous ACH file.	
Prenote items originated	\$5.00/file
Example: You send us a Pre-notification file for Payees that will be debited in 6 days.	
Return items and Notifications of Change received	\$2.50/entry
Example: Items previously originated by you (Credit or Debit) that are returned to us for any reason	
Example: We receive a notification of change for an item you originated.	
Minimum monthly fee	\$ N/A
Bloomfield State Bank does not assess a minimum monthly fee for ACH Origination.	
Corporate Cash Management Services (CCM) **	
Monthly Cash Management Fee	\$7.99
Per ACH Batch Fee (Debit, Credit or Mixed)	\$ N/A
Per ACH Origination Fee (Debit, Credit or Mixed)	\$ N/A
Per ACH File - 3rd Party Created (Debit, Credit or Mixed)	\$ N/A
Per ACH Prenote	\$ N/A
Reversing/correcting credit items originated	\$5.00/file
Return items and Notifications of Change received	\$2.50/entry
Wire Transfer Fee	See Schedule of Common Fees
Treasury Tax & Loan Payment Fee (i.e. TT&L; PATAX; EFTPS)	See Schedule of Common Fees
Loan Payment Fee	\$ N/A
Account Transfer Fee	\$ N/A
Scheduled Transaction Fee	\$ N/A
Statement Reprint Fee (via CCM)	\$ N/A
Image Item Reprint Fee (via CCM)	\$ N/A
Account Detail Export Fee (Quicken, Quickbooks, etc)	\$ N/A
Account eMail Alert Fee	\$ N/A
Per CCM Representative User	\$ N/A
Per CCM Representative Dual Control Feature	\$ N/A
Support Per Incident Fee	\$ N/A
eBill Payment Services Fee (Receive eBills and Draft Checks online)	\$9.99
eBill Presentment Fee (Send your company invoices as eBills)	Not Available
** CCM Beta Customers will receive 2 years of CCM services (includes eBill Payment Services) free of charge. After the two year Beta period has expired, current CCM fees apply.	

Schedule [E] – ACH Authorized Signature Form

ALL ACH TRANSACTION FILES/LISTINGS MUST BE DELIVERED WITH A TRANSMITTAL DOCUMENT WITH AUTHORIZED SIGNATURE(S).

Company Name _____ Company Tax ID Number _____

The signatures below are the signatures of employees vested by our Board of Directors with full authority to sign transmittal registers used in conjunction with the origination of ACH files. Number of signatures required to submit a transaction file for processing: _____

Name	Signature	File Limits
1.		
2.		
3.		
4.		
5.		
6.		

Authorized Signature

Name Date

Title

Schedule (F) – Company Exposure Limit Disclosure

Company Name _____ Company Tax ID Number _____

ACH Transfers			
Service	Maximum File Value	Maximum Entry Value	Maximum Frequency
Credit Origination			
Debit Origination			
Overall (Settlement Limits)			