

BLOOMFIELD STATE BANK

FUNDS and WIRE TRANSFER SERVICES AGREEMENT

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 “Bank”) and _____, with EIN of _____ (hereinafter referred to as “Customer”). Both parties agree that the services described and provided by Bank will be subject to the terms and conditions set forth below:

WHEREAS, Customer desires Bank to provide it with certain funds transfer 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:

Utilization of Wire Services. Customer requests to be able to initiate:

- Domestic funds transfer or
- Domestic and International funds transfer

Customer may not initiate a Payment Order until customer executes and returns this Agreement and the attached Schedule “A”, designating those individuals Customer authorizes to initiate Payment Orders (“Authorized Representatives”).

Security. To verify that a Payment Order, or a communication amending or canceling a Payment Order, is the Payment Order of Customer and to detect error in the content or transmission of a Payment Order or communication, Bank shall provide Customer with a security procedure. Bank and Customer agree to use a unique test code calculation or a password (the password or test code herein are collectively referred to as the “Test Code”) as the security procedure. Customer’s Authorized Representative shall provide Bank with the Test Code when initiating, amending or canceling a Payment Order. Customer is responsible for the confidentiality of this unique Test Code and for insuring that only Customer’s Authorized Representative(s) has access to the Test Code. Bank may execute any Payment Order where Bank is provided with Customer’s current Test Code thereby assuming that such Payment Order is authorized. Customer is responsible and assumes all liabilities in connection with an Order where a valid Test Code is used. Customer agrees to notify Bank immediately if the security procedure is breached. Bank may make and retain for ninety (90) days after execution of the Payment Order recording of all verbal or electronic Orders. Bank may change the Test Code from time to time upon five (5) days notice to any Authorized Representative. Authorized Cash Management Application users will utilize logon credentials and predetermined transfer limits along with Cash Management terms, conditions and security practices as the security procedure when conducting funds transfer via the Cash Management Application.

Funds Transfer Risk. By giving Authorized Representative(s) the ability to initiate Payment Orders in accordance with this Agreement, Customer assumes certain risks and responsibilities with respect to the actions of that individual(s). Customer warrants and agrees that no individual(s) shall be allowed to initiate Payment Orders in the absence of proper supervision and adequate safeguards. Customer assumes full responsibility for any and all loss, liability and damages associated with Payment Orders originated by instructions given to Bank by Authorized Representative(s). Customer agrees to regularly and promptly review all Payment Order requests. Customer reviews shall be conducted by persons other than Authorized Representative(s).

Initiating Transfers. Customer's Authorized Representative(s), listed in the attached Schedule "A", may direct Bank to execute a Payment Order from any of Customer's portfolio accounts, unless documented as unauthorized for Funds Transfer, to any other Bank or at another institution.

Payment Orders, Amendments and Cancellations properly initiated under the terms of this Agreement will be accepted during the normal business hours of the Bank's Wire Transfer Department (See Executing Payment Orders).

Upon Bank's receipt of a request by Customer's Authorized Representative(s) to amend or cancel a Payment Order(s) Bank agrees:

If the Payment Order(s) is in Bank's possession and has not been executed, Bank will amend or cancel provided said amendment or cancellation is in accordance with the terms and conditions of this Agreement; or

Bank agrees to use its best efforts to amend or reverse a transmitted Payment Order(s).

Payment Orders may be initiated orally by Customer's Authorized Representatives listed in the attached Schedule "A".

Repetitive Payment Orders. Bank will assign a unique recurring ID# to each repetitive Payment Order (i.e. a money transfer request made routinely with instructions remaining constant, except for the date of transmission and the dollar amount). Cash Management Application users will manage repetitive payment orders via the Cash Management Application according to Cash Management and Security guidelines.

To initiate a repetitive payment order Customer's Authorized Representative shall provide Bank with the following information:

- Authorized Representative
- Company Name
- Recurring ID# and or destination of Wire Transfer
- Amount to be transferred

For the purpose of confirmation, Bank will orally repeat all aforementioned items to Authorized Representative.

Non-Repetitive Payment Orders. A non-repetitive Payment Order is any Payment Order not covered by an accepted repetitive Payment Order instruction. Cash Management Application users will manage non-repetitive payment orders via the Cash Management Application according to Cash Management and Security guidelines.

To initiate a non-repetitive oral Payment Order instruction, Customer's Authorized Representative shall provide Bank with the following information:

- Authorized Representative
- Company Name
- Customer's account number from which funds are to be transferred
- Dollar amount to be transferred
- The name, city and state of Beneficiary's bank and/or Bank's ABA number
- Beneficiary's name and/or Beneficiary's account number

Honoring Payment Orders. Bank will honor a Payment Order(s) only if the Authorized Representative(s) initiating the Payment Order(s) provides Bank with information as required by Bank. Bank will be under no obligation to honor, either in whole or part, any Payment Order which:

- Exceeds Customer's collected and available funds on deposit with Bank or
- Bank has reason to believe Representative may not be authorized by Customer or
- Involved funds subject to a hold dispute or legal process preventing their withdrawal or
- Is not in accordance with requirements stated in this Agreement.

If customer initiates a Payment Order identifying an intermediary bank or beneficiary's bank only by an identifying number, Bank may rely on the number as proper identification of the intermediary or beneficiary's bank.

If a Payment Order identifies an intermediary bank or beneficiary's bank both by name and identifying number, and the name and number identify different banks, Bank may rely on the number as proper identification.

If customer executes a Payment Order identifying the beneficiary by both name and account number and the name and account number identify different persons, the following applies:

If beneficiary's bank accepts the Payment Order and the beneficiary's bank pays the person identified by the number, Customer, as the originator, is obliged to pay its Payment Order.

Executing Payment Orders. Except as otherwise set forth in this Agreement, Bank will execute payment orders on the day that the payment order(s) is received, provided that the Payment Order(s) is received by Bank's Wire Transfer Department's cutoff times defined in the Bank's processing schedule, and provided the day of receipt is a business day for Bank and for the Federal Reserve Bank.

Bank may record any Payment Order(s) initiated by telephone. The decision to record any telephone conversation shall be solely within Bank's discretion, and Bank assumes no liability for failure to do so. Further, Customer acknowledges and agrees the telephone conversations may be monitored and recorded.

In attempting to execute any Payment Order(s), Bank shall use reasonable efforts to utilize the means of transmission specified in Customer's request, but in no way shall Bank be limited to such means of transmission.

Bank will notify Customer if it cannot execute a Payment Order due to a funds transfer system problem beyond Bank's reasonable control. In the event beneficiary's Bank is not able to receive Payment Orders via Fed-line, Customer authorizes Bank to send the Payment Order to an intermediary bank for further credit to Beneficiary's Bank. In the event Customer does not designate an Intermediary Bank, Bank will select an Intermediary Bank using the current Fed Directory and/or current Bank Directory. Bank shall use the ABA number furnished by Customer. In the event the customer furnishes an incorrect ABA number, Bank is not responsible for the incorrect routing of funds.

Incoming Payment Orders. Bank assumes no liability except as set forth herein for accepting incoming Payment Orders, and Customer agrees to indemnify and hold Bank harmless from and against any claim arising from or in connection with the receipt of an incoming Payment Order.

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Notification. Customer agrees that notification of each transfer, either in the form of an advice or a periodic account statement, shall be effective and sufficient if mailed by Bank to the mailing address of Customer listed on Schedule “A” or the current account mailing address on file. All notices to the Bank shall be directed to the Wire Transfer Department. Bank and Customer shall act on the notice, within two business days.

Bloomfield State Bank
Wire Transfer Department
P O Box 407
48 N Washington Street
Bloomfield IN 47424-0407
wiredept@bloombank.com
www.bloombank.com

Changes. In the event Customer desires to change any information on the attached Schedule “A”, Customer shall forward a newly executed Schedule “A”. Additionally any time Customer makes a change regarding Authorized Representative(s), Customer shall forward a duly executed Corporate Resolution or letter. Any other information Customer desires to change shall be forwarded in writing to the Bank.

In an emergency situation, deletion of Authorized Representative(s) may be made by telephone and shall be confirmed by FAX. A follow-up letter should be sent within two business days. Should written confirmation not be received by Bank within the aforementioned time limit, Bank will continue to rely on Customer’s most recently executed Schedule “A”.

Authorization to Charge Account. Upon execution of the Agreement and the Schedules attached hereto, Customer authorizes Bank to charge Customer’s accounts in the amount of the Payment Orders.

Account Reconciliation. Completed outgoing or incoming Payment Orders will be reflected on Customer’s periodic account statement. Customer agrees to immediately notify Bank of any discrepancy between Customer’s records and any advice notification, periodic account statement, or other Bank detail account activity listing.

Limitation of Liability. Bank shall not be liable for any loss arising, directly or indirectly from:

- Any inaccuracy, act or failure to act on the part of any person not within Bank’s control;
- The negligence or misconduct of Customer or any Authorized Representative, agent or employee of Customer;
- Any ambiguity in the instructions given to Bank;
- Any other error, failure to delay in the transmission of the payment order which is caused by strikes, civil unrest, and inoperability of communication facilities or circumstances beyond Bank’s control or;
- Any acts or omissions of intermediary banks involved in the funds transfer or;
- Bank’s reliance on instructions from persons purporting to be Authorized Representatives.

Customer agrees to indemnify, defend and hold Bank, its agents and employees harmless from and against any and all damages, liabilities, actions and claims which result, directly or indirectly from any negligence or fraud of Customer or any agent or employee of Customer.

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International Funds Transfer. Customer agrees that Bank may not be held liable for any loss or damage due to any act, error, or omission of any international correspondent, domestic receiving bank or agent, including the failure of the international correspondent, domestic receiving bank or agent to locate, or error in identifying the named payee, or from failure to effect payment, or due to any other cause whatsoever beyond Bank's control, including the demise or failure of the international correspondent's domestic receiving bank or agent.

Miscellaneous.

Fees. Customer shall pay such fees as Bank may from time to time establish for funds transfer services together with any direct or indirect transfer charges incurred by Bank. The fees and charges may be assessed directly against Customer's account(s) with Bank or may be charged indirectly or imposed upon Customer with account analysis and balance requirements.

Third Parties. The Customer shall assume full liability for any action made by any third-party processor used by the Customer at its discretion to initiate entries on its behalf.

Waiver. The delay or omission by the Bank or the Customer 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.

Account Agreement. The Rules and Regulations of Company's Commercial Account and any ACH or Cash Management Agreement with Bank are hereby incorporated by reference. If any inconsistency exists between the Rules and Regulations and the terms and conditions contained in this Agreement, the terms and conditions supercede the Rules and Regulations or any prior Agreement with Customer relating to these services. If any inconsistency exists between the ACH and Cash Management Agreement and the terms and conditions contained in this Agreement, the ACH and Cash Management Agreements supercede the terms and conditions of this Agreement with Company relating to these services.

Amendments. From time to time the Bank 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 Customer or such later date as may be stated in the Bank's notice to the Customer.

Termination. The Bank or Customer 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 Bank, such termination shall be effective immediately without prior written notice. Any termination of this Agreement shall not affect any of the Customer's obligations arising prior to such termination. The indemnification and liability provisions of the Agreement will survive any such termination.

Assignment. This Agreement is binding upon and inures to the benefit of the party's successors in interest and permitted assigns. The Customer shall not assign this Agreement nor any moneys due or to become due hereunder, without the prior written consent of Bank. Any assignment or attempted assignment made without such consent of Bank shall be void as to, and shall not affect any of the Customer's obligations arising prior to such assignment.

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 the Laws of the State of Indiana.

U.S. Law. It shall be the responsibility of the Customer that the origination of 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 or other applicable U.S. laws.

Entirety of Agreement. This Agreement constitutes the entire Agreement between the parties and supercedes all previous agreements, promises and representations, whether written or oral between the parties with respect to the subject matter hereof.

Force Majeure. The Bank 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 Bank's premises, or to any contingency whatsoever beyond its control (e.g., flood, fire, etc.) which prevents or hinders Bank from performing the services as provided for under the Agreement.

Survival. The provisions of this Agreement shall survive the assignment of this Agreement by the Bank or the Customer to any successor in interest or other assignee.

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Waiver. The delay or omission by the Bank or the Customer 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.

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.

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.

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 / Wires 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

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Customer Representative Access Form - Schedule A

A separate customer representative access form is required for Cash Management Application.

Date:	Company:	
First Name:	Last Name:	
Title:	Dept:	
Code:	Email Address:	
Require Dual Security:	Create Limit:	Allow Domestic Transfers:
Allow Verify:	Verify Limit:	Allow International Transfers:

Date:	Company:	
First Name:	Last Name:	
Title:	Dept:	
Code:	Email Address:	
Require Dual Security:	Create Limit:	Allow Domestic Transfers:
Allow Verify:	Verify Limit:	Allow International Transfers:

Date:	Company:	
First Name:	Last Name:	
Title:	Dept:	
Code:	Email Address:	
Require Dual Security:	Create Limit:	Allow Domestic Transfers:
Allow Verify:	Verify Limit:	Allow International Transfers:

Date:	Company:	
First Name:	Last Name:	
Title:	Dept:	
Code:	Email Address:	
Require Dual Security:	Create Limit:	Allow Domestic Transfers:
Allow Verify:	Verify Limit:	Allow International Transfers:

Date:	Company:	
First Name:	Last Name:	
Title:	Dept:	
Code:	Email Address:	
Require Dual Security:	Create Limit:	Allow Domestic Transfers:
Allow Verify:	Verify Limit:	Allow International Transfers:

Company Representative Name: _____

Company Representative Title: _____

Authorized Signature: _____ Date: _____

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Processing Schedule - Schedule B

ODFI Processing Schedule

FUNDS TRANSFER TRANSACTIONS		
Delivery Method	Deadline (ET)	Day of Delivery
Electronic/Internet Transmission *	1:00 p.m.	Business Day / Effective Entry Date
Diskette, CD, DVD, USB	1:00 p.m.	Business Day / Effective Entry Date
Paper, Telephone	1:00 p.m.	Business Day / Effective Entry Date

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