

**THE OHIO STATE BANK
CASH MANAGEMENT INTERNET BANKING
SERVICE AGREEMENT**

This Agreement, dated as of _____, ____ is between _____ ("Company") and The Ohio State Bank ("Financial Institution").

RECITALS

- A. Company wishes to initiate Credit and Debit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the Payments Central, local ACH Association (the "Rules"), and Financial Institution is willing to act as an Originating Depository Financial Institution with respect to such Entries.
- B. Company wishes to initiate Debit Entries by means of Wire Transfers pursuant to the terms of this Agreement and the Wire Authorization Agreement.
- C. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Definitions and Rules.

DEFINITIONS

ACH- Automated Clearing House is a fund transfer system governed by the rules of NACHA, which provides for inter-bank clearing of Entries for participating financial institutions.

ACH Operator – A person or Company that operates an automated clearinghouse pursuant to an agreement with NACHA, e.g. the Federal Reserve.

Authorized User - Any individual, agent, or sub-user authorized by Company to access Company accounts through the Financial Institution's Nettle Cash Management Internet Banking Service. Such individual(s) may be authorized by Company to view account information, transfer funds among Company accounts at this Financial Institution and/or other Financial Institutions, and process, transmit, approve, edit, or submit ACH Entries, or otherwise deliver ACH file data to the Financial Institution. Authorized Users with the ability to transfer funds should have signature authority on Company accounts.

Business Day – Calendar day other than a Saturday, Sunday or Federal holiday on which the Financial Institution is open to the public during any part of such day for carrying on substantially all of its banking functions.

Effective Entry Date – Date ACH transaction is effective.

Entry (Entries) – An order for wire transfer or request complying with the requirements of ACH record format specifications (1) for deposit of money to the deposit account of a receiver (a "credit" Entry), (2) for the payment of money from the deposit account of a receiver (a "debit" Entry), or (3) a zero dollar Entry.

Entry Data – As applicable an order for a wire transfer, pre-notifications, returned Entries, adjustment Entries, NOC's and/or other notices or data transmitted through one or more ACH Operators pursuant to NACHA rules.

Notification of Change – A Notification of Change (NOC) is a non-dollar Entry sent by an RDFI to the ACH Operator for distribution back to the Company through the Financial Institution. It is created when the RDFI receives a pre-notification or a live dollar Entry that contains incorrect information.

ODFI – Originating Depository Financial Institution (The Ohio State Bank) – a participating depository financial institution is an ODFI with respect to Entries (1) it transmits directly or indirectly to its ACH Operator for transmittal to an RDFI, and (2) on which it is designated as the ODFI in accordance with the ACH record format specifications.

Originator – A person (Company) that has authorized an ODFI to transmit a credit or debit Entry to the deposit account of a receiver with an RDFI,

On-Us Entry – An Entry received from an account maintained with Financial Institution.

RDFI – Receiving Depository Financial Institution – a participating depository financial institution is a RDFI with respect to Entries (1) it receives from its ACH Operator for debit and credit to the accounts of the receivers, and (2) on which it is designated as the RDFI in accordance with ACH record format specifications.

Receiver – A person or Company that has authorized an Originator to initiate a credit or debit Entry to the Receiver's deposit account with an RDFI.

Settlement Account(s) – The account(s) Company will maintain with the Financial Institution to settle debit and credit transactions as a result of ACH Entries.

Definitions above may be further defined in the Rules. Please review for additional information.

Now, therefore, the Company and the Financial Institution agree as follows:

AGREEMENT

- 1. Transmittal of Entries by Company.** Company shall transmit Wire Transfer, [PPD], [CTX] [and/or] [CCD] credit and debit Entries to Financial Institution to the location(s) and in compliance with the formatting and other requirements set forth in the Rules and Schedule A through G attached hereto. The total dollar amount of credit and/or debit Entries transmitted by Company to Financial Institution on any one day shall not exceed the amount specified in the Limit Class in Schedule C.
- 2. Compliance with Rules and Regulations.** The Company acknowledges receipt of a copy of the operating rules of NACHA (as amended from time-to-time, the "rules"). The company agrees to comply with and be bound by the Rules, as well as future Rules updates, abide by the appropriate laws of the State of Ohio and of the United States of America. The specific duties of the Company provided in the following paragraphs of this agreement in no way limit the foregoing undertaking.
- 3. Written Authorizations for consumer entries.** Company shall obtain written authorizations for consumer entries and shall retain these authorizations (or reasonable facsimile or the original items) for a period of no less than two (2) years after the revocation or cessation of the authorization. Company shall upon request within two (2) Business Days, provide Financial institution an original or copy of the Receiver's authorization for consumer debit Entries.
- 4. Pre-notifications.** Company should send pre-notification (zero-dollar) entries six (6) days prior to initiating the first live (dollar) Entry into a particular account. Such notice shall be provided to the Financial Institution in the format and on the medium provided in the Rules. Should the Company receive notice that any such pre-notification has been rejected by an RDFI, or that an RDFI will not receive Entries without having first received a copy of the written authorization signed by its customer (the Receiver), the Company will initiate no further entries to the receiver until such time as the Company provides the RDFI with such authorization. At such time, the Company may initiate Entries, within the time limits provided in the Rules.
- 5. Security Procedure.** (a) Company and Financial Institution shall comply with the security procedure requirements described in Schedule C attached hereto with respect to Entries transmitted by Company to Financial Institution. Company acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure 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 such measures will include but not limited to security technology (e.g. internet browsers and secure web-servers) that provide a minimum level of security equivalent to 128-bit RC4 encryption technology for the entry and transmission of ACH items over the Internet. Additionally 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 the Financial Institution in connection with the security procedures described in Schedule C. 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.

6. **Compliance with Security Procedure.** (a) If an Entry (or a request for cancellation or amendment of an entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as company's Entry (or request) and Company shall be obligated to pay Financial Institution the amount of such Entry even if the Entry (or request) was not authorized by Company, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedure referred to in Schedule C with respect to such entry.

If signature comparison is to be used as a part of that security procedure, Financial Institution shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a batch file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an Authorized User of Company and, on the basis of such comparison, believes the signature accompanying such file to be that of such Authorized User.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by Company, Company shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure referred to in Schedule C with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

7. **Recording and Use of Communications.** Company and Financial Institution agree that all telephone conversations, e-mails or data transmissions between them or their Authorized Users made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.
8. **Processing, Transmittal and Settlement by Financial institution.** (a) Except as provided in Section 9, On-Us Entries and Section 10, Rejection of Entries, Financial Institution shall (i) process Entries received from Company to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve, (the "ACH") acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.

(b) Financial Institution shall transmit such Entries to the ACH by the deadline of the ACH Operator, one (1) Business Day or two (2) Business Days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Financial Institution's related cut-off time of 5:00pm on a Business Day (ii) the Effective Entry Date is at least two (2) days after such business date, and (iii) the ACH Operator is open for business on such Business Day (iv) the Effective Entry Date is at least one (1) day after such Business Day, and (v) the ACH is open for business on such Business Day. Credit items sent earlier than two (2) days before the intended settlement date via secure file transfer or other NACHA program will be warehoused with the Financial Institution until two (2) days before the intended settlement date. For purposes of this Agreement, (x) a "Business Day" is a day on which Financial Institution is open to the public for carrying on substantially all of its business [other than a Saturday or Sunday], and (y) Entries shall be deemed received by Financial Institution, in the case of transmittal by hand delivery, when received by Financial Institution, and in the case of transmittal by

electronic transmission or the internet, when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in the Rules.

If any of the requirements of clause (i), (ii) or (iii) of Section 8(b) are not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH following that Business Day and a day on which the ACH Operator is open for business.

9. **On-Us Entries.** Except as provided in Section 10, Rejection of Entries, in the case of an Entry received for credit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution shall credit 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 8 (b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.
10. **Rejection of Entries.** Financial Institution may reject any Entry which does not comply with the requirements of Section 1, Transmittal of Entries By Company, or Section 5, Security Procedure, or which contains an Effective Entry Date less than one (1) day 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 16, The Account. Financial Institution may reject any entry if Company does not adhere to security procedures as described in Schedule C.

Financial Institution shall notify Company by phone, electronic transmission, including e-mail 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 the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

In the event that the ACH Operator for any reason rejects any Entries, it shall be the responsibility of the Company to remake such Entries. Should the file be rejected due to an error caused by the Financial Institution, the Financial Institution shall be responsible for remaking the file. In such a case, the Company will supply sufficient information, as required in section 24, to allow the Financial Institution to recreate the entries for up to ten (10) Business Days after midnight of the settlement date.

11. **Cancellation or Amendment By Company.** Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, Company can make amendments or cancel an ACH batch Entry before the designated cut-off time or if the Entry is still "pending" in the Financial Institution's Nettle Cash Management Internet Banking Service. Entries that are no longer "pending" have been submitted to the Financial Institution for processing. Also, if a Company request for cancellation or amendment complies with these procedures for canceling or amending data, Financial Institution shall use reasonable efforts to act upon such a request by Company prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation or amendment is not effected. Should a reversal be created for an individual Entry or Entries, as opposed to a complete file or batch reversal, the Receiver(s) of the Entries must be notified of the reversal no later than the settlement date of the reversing Entry. Should a reversal be created for a complete file or batch reversal, the Company must advise the ODFI within five (5) Business Days of the settlement. Company shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to affect Company's request for the reversal of an entry.
12. **Notice of Returned Entries.** Financial Institution shall notify company by phone, electronic transmission, including e-mail of the receipt of a returned entry from the receiving beneficiary of a wire transfer or 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 1, 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. (a) Upon receipt of a return Debit Entry with a return reason code of R07 (authorization revoked) or R10 (customer advises unauthorized), the Company will cease transmission of said transactions until a new authorization has been signed by the consumer or until corrections have been made or an authorization has been obtained.

13. **Notifications of Change.** Financial institution shall notify Company of all NOC's received by Financial Institution relating to Entries transmitted by Company by mutually agreeable means, including e-mail, and/or secure notifications through the Nettle Cash Management Internet Banking Service no later than one (1) Business Day after receipt thereof. Upon receipt of notification of change items, the Originator must make the correction within six (6) banking days, or before the next transaction, whichever is later.
14. **Payment by Company for Entries.** Company shall pay Financial Institution the amount of each Credit Entry transmitted by Financial Institution pursuant to this Agreement at such time specified on Schedule E.
15. **Electronic Debit Entries.** Company will receive immediately available funds for any electronic debit entries initiated by it not later than the settlement date of the items. Provisions may be made for holding accounts to be maintained for posting of any return debit items received, as stated in this Agreement and the Rules. Company will promptly provide immediately available funds to indemnify the Financial Institution if any debit items are rejected after the Financial Institution has permitted the Company to withdraw immediately available funds, should funds not be available in the Company's accounts to cover the amount of the rejected item.
16. **The Account.** Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in Schedule E attached hereto (the "Settlement Account"), and shall credit the Settlement Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment from Company. Financial Institution shall make such credit as of the day of such receipt.

Company shall at all times maintain a balance of available funds in the Settlement Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Settlement 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. In the event the Financial Institution has not received payment or Company does not have available funds in an account at the Financial Institution on the Date specified herein, the Financial Institution shall not be required to transmit the Entries but may do so without waiving any rights under this Agreement or the Rules.

17. **Account Reconciliation.** 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 sixty (60) 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 sixty (60) days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Financial Institution.
18. **Company Representations And Agreements; Indemnity** With respect to each and every Entry initiated 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 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 by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to the types of Debit and Credit Entries authorized by the Financial Institution (d) Company shall perform its' obligations under this Agreement in accordance with all applicable laws and regulations, including, without limitation, the economic sanction laws administered by the United States Treasury Department's Office of Foreign Asset Control ("OFAC"), the Electronic Funds Transfer Act (if applicable) and the Uniform Commercial Code Article 4A (if applicable) and (e) Company shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution 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 Receiving Depository Financial Institution 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 expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

19. **Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.** (a) In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and be liable only for its negligence or willful misconduct in performing those services. Financial Institution shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve Financial Institution, Automated Clearing House or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Financial Institution's agent. Company agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that the Financial Institution is responsible for any act or omission of Company or any other person described in this Section 19(a).

(b) Financial Institution shall be liable only for Company's actual damages; in no event shall Financial Institution be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Financial Institution and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, 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 Financial Institution's control. In addition, 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 present or future Federal Reserve guidelines to in Financial Institution's reasonable judgment otherwise violates any provision of any present or future risk control program of the Federal Reserve or any other rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, 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 Financial Institution of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account

resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of Company or any other person described in Section 19(a).

20. **Inconsistency of Name And Account Number.** Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.
21. **Payment for Services.** Company shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in Schedule E attached hereto. All fees and services are subject to change upon ten (10) calendar day's prior written notice from Financial Institution to Company. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between Financial Institution and Company with respect to the Account (the "Account Agreement").
22. **Amendments.** From time to time 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 Schedules A through G attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution's notice to Company.
23. **Notices, Instructions, Etc.** (a) Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

(b) Financial Institution shall be entitled to rely on any written or electronic communication related to Wire Transfers and ACH origination transactions believed by it in good faith to be genuine and to have been submitted by an Authorized User, and any such communication shall be deemed to have been signed by such person. The names, signatures and Access IDs of Authorized Users are set forth in Schedule F attached hereto. Company shall be solely responsible for granting and/or removing access to Authorized Users. Upon Company request, Financial Institution may also grant access to an Authorized User to multiple Company accounts. Company may add or delete any Authorized User by written or electronic notice to Financial Institution signed by at least two Authorized Users other than that being added or deleted. Such notice shall be effective on the second Business Day following the day of Financial Institution's receipt thereof.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, by express carrier, or by encrypted e-mail certified by PGP or a digital signature. Company may also submit notices or written communication through secure messaging feature of the Nettle Cash Management Internet Banking Service. If sent to the Financial Institution, written communications should be addressed to:

The Ohio State Bank
111 South Main Street
Marion, Ohio 43302

And, if to Company, addressed to:

Attn: _____

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.

24. **Data Retention.** Company shall retain data on file adequate to permit remaking of Entries for ten (10) days following the date of their transmittal by Financial Institution as provided herein, and shall provide such Data to Financial Institution upon its request.
25. **Tapes and Records.** 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.

Company agrees that any software, instruction manuals of other data delivered to it by the Financial Institution in contemplation and implementation of this Agreement shall remain the sole property of the Financial Institution and shall not be delivered to any other person of entity without the express written consent of the Financial Institution. Company agrees upon termination of this Agreement to return all such materials and copies thereof to the Financial Institution and to eliminate the software program from Companies' systems. Company further agrees not to use the software package to originate Entries for any other financial institution.
26. **Evidence of Authorization.** Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire.
27. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company, will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.
28. **Termination.** Company may terminate this Agreement at any time. Such termination shall be effective on the second Business Day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Financial Institution's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.
29. **Entire Agreement.** This Agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such subject matter. 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.
30. **Non-Assignment.** Company may not assign this Agreement or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.

31. **Waiver.** Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.
32. **Binding Agreement: Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. 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.
33. **Headings.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.
34. **Severability.** In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
35. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

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

Financial Institution

Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Tax Payer ID: _____

SCHEDULE A

2008-2010 ACH PROCESSING CALENDAR

Holiday Policy:

*For holidays falling on Saturday, Federal Reserve Banks and branches will be open the preceding Friday, however the Board of Governors will be closed. For holidays falling on Sunday, all Federal Reserve offices will be closed the following Monday. An automated calendar is available on-line.

Expanded Holiday Schedule:

Standard Federal Reserve Holidays	2008	2009	2010
New Year's Day	Jan 1	Jan 1	Jan 1
Martin Luther King, Jr. Day	Jan 21	Jan 19	Jan 18
President's Day	Feb 18	Feb 16	15
Memorial Day	May 26	May 25	May 31
Independence Day	July 4	July 4*	July 4*
Labor Day	Sept 1	Sept 7	Sept 6
Columbus Day	Oct 13	Oct 12	Oct 11
Veteran's Day	Nov 11	Nov 11	Nov 11
Thanksgiving Day	Nov 27	Nov 26	Nov 25
Christmas Day	Dec 25	Dec 25	Dec 25

SCHEDULE B

CONSUMER AUTHORIZATION FORMS

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)

CONSUMER NAME _____

I (we) hereby authorize _____, hereinafter called COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my (our) ___ Checking ___ Savings account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

DEPOSITORY

NAME _____

BRANCH _____

CITY _____ STATE _____ ZIP _____

TRANSIT/ABA NO. _____

ACCOUNT NO. _____

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

NAME (S) _____

(PLEASE PRINT)

DATE _____

SIGNED X _____

SIGNED X _____

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

CONSUMER NAME (S) _____

I (we) hereby authorize _____, hereinafter called COMPANY, to initiate debit entries to my (our) Checking account indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.

DEPOSITORY NAME _____

BRANCH _____

CITY _____ STATE _____ ZIP _____

TRANSIT/ABA NO. _____

ACCOUNT NO. _____

This authority is to remain in full force and effect until COMPANY and DEPOSITORY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

CONSUMER NAME (S) _____

(PLEASE PRINT)

DATE _____

SIGNED X _____ SIGNED X _____

SCHEDULE C

SECURITY PROCEDURE

The Company is responsible for establishing and maintaining commercially reasonable security procedures to safeguard against unauthorized transactions. Pursuant to NACHA rules, commercially reasonable security measures include the use of 128-bit encryption technology for the entry and transmission of ACH items. The use of Internet browsers that support 128-bit encryption are required to access the online Banking Service and its ACH Origination features.

Company will be solely responsible for protection against unauthorized access to the Netteller Cash Management Internet Banking Services' administrative functions and Company computers or networks used to access the Netteller Cash Management Internet Banking Service and any and all losses and damages arising from any unauthorized access to the Netteller Cash Management Internet Banking Service.

Furthermore, Company is solely responsible for the security of the data files maintained on the Company's computer(s) used to access the Financial Institution's Netteller Cash Management Internet Banking Service. Company will establish physical security, passwords and other security procedures as necessary to control access to the Netteller Cash Management Internet Banking Service, Company computers used to access the service, and confidential Company data stored on the aforementioned Company computers. Financial Institution will have no obligation, liability or control, either directly or indirectly over said security procedures or the failure of Company to maintain said procedures.

Company will be solely responsible for designating its Authorized Users and disclosing the identity of said users, and all changes thereof in writing, to this Financial Institution, provided, however, Financial Institution will not be responsible for verifying the authenticity of any person claiming to be an Authorized User of the Company or the authenticity of any instruction, direction or information provided by any said person.

Any instructions, directions or other information provided by the Company, or any of its Authorized Users will be deemed to have been authorized by the Company and this Financial Institution will be indemnified and held harmless by the Company for acting upon any such direction, instruction or information.

Company will be solely responsible for administering access and system privileges assigned to Authorized Users. Company represents and warrants that Authorized Users shall only be granted privileges to access Company accounts pursuant to a Corporate Resolution or written authorization otherwise granted by an officer or owner of Company.

In situations where the Financial Institution must administer access of Authorized Users for multiple Company accounts, the Company remains responsible for designating the appropriate privileges for these Authorized Users, pursuant to the notification process as described in Schedule F.

Company warrants that no individual or Authorized User 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 pass codes, security devices, and related instructions provided by the Financial Institution. If the Company believes or suspects that an unauthorized individual has accessed any such information, the Company shall verbally notify the Financial Institution immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by the Financial Institution prior to the notification and within a reasonable time period to prevent unauthorized transfers.

Company agrees to be bound by any Credit or Debit Entry (i) authorized or transmitted by Company or an Authorized User through the Netteller Cash Management Internet Banking Service (ii) made in your Company name and accepted by this Financial Institution in good faith in compliance with the Security procedures in this Schedule, even if not properly authorized by you. If we take any actions beyond those described in these Security procedures, in an attempt to detect unauthorized credit entries or to detect errors in the transmission or content of your credit Entries, you agree that no matter how many times we take these actions they will not become part of the Security procedures and we will not be liable in any situation for failing to take or correctly perform these actions.

Financial Institution shall process Entries and batches approved by Authorized Users of the Company as detailed in Schedule F in accordance to this Agreement and other schedules. Both parties agree to adhere to the Rules established by NACHA and/or the Federal Reserve Bank as they apply to ACH originations.

Company agrees that the following security procedures, as well as the security features within the Netteller Cash Management Internet Banking Service, constitute commercially reasonable security measures.

LIMIT CLASS

Debit and Credit Entries: This amount is the largest amount that will be authorized for the Company's account for Debit and Credit Entries and represents a security feature for both parties. If the "Available Balance" is selected, funds must be showing in the account as of the close of business on the day prior to the Settlement Date to make sure it will appear as collected and available on the Financial Institution's verification systems. Failure to have sufficient funds in the Settlement Account at the required date may result in the declined authorization of the origination of the entire batch and no CREDIT entries may be initiated.

_____ Debit and Credit Entry Limit

Maximum Wire Transfer Limit: This amount is the largest amount that will be authorized for the Company's account for Wire Transfer Entries and represents a security feature for both parties.

_____ Wire Transfer Entry Limit

Scheduled Cut Off Time for Wire Requests: Wire Transfer Requests must be transmitted by the Company and received by the Financial Institution no later than the scheduled cut off time of 3:30 p.m. on a business day. Transfers received after the scheduled cut off time of 3:30 p.m. may be processed on the next funds transfer business day.

PROCEDURES:

Hand-Delivered Files The Company's Authorized User(s) may hand-deliver file(s) to the designated location in this Agreement. A transmittal register signed by an authorized signatory of the account will accompany each hand-delivered file.

SCHEDULE E

SCHEDULE OF ACH / WIRE ORIGATION CHARGES

Description	Charge Type	Fee
Monthly Base Fee	Monthly	\$19.95
Initial Training/Set-up Fee	One Time	\$100.00
Per Entry Fee (Includes Pre-notes)	Per Occurrence	\$0.10
WIRE TRANSFER FEE	PER OCCURRENCE	Bank Rate
RETURN Item Fee	PER OCCURRENCE	Bank Rate
EFTPS Base Fee	Quarterly	\$0.10
STOP PAYMENT REQUESTS	PER OCCURRENCE	Bank Rate
Other Fees: (e.g.)		

This fee schedule is confidential and not to be disclosed to other parties. The fees for this service will be charged on a monthly basis on a date determined by the Financial Institution (at statement cycle). Fees may be subject to change.

SETTLEMENT ACCOUNT FOR PAYMENT

Company account(s) to charge for total of ACH credit and debit transactions. *(Detail separate accounts if necessary for different types of ACH Transactions):*

_____ Charge Account # _____

_____ Add to Account Analysis on Account # _____

METHOD OF SETTLEMENT ENTRY CREATION

_____ Upload File Name (case sensitive) *applies only if uploading from an outside source*

SCHEDULE F

CASH MANAGEMENT ADMINISTRATOR / AUTHORIZED USERS

Authorized Administrator/Users

Financial Institution is authorized to receive and process any electronic communication or instruction from the Authorized User on behalf of the Company which are submitted through the Netteller Cash Management Internet Banking Service, using a valid Access ID and pass code. The Company hereby authorizes the following individual as Authorized Administrator of Company to perform the services with full access rights including full access to the company limits assigned for debit and credit transactions and assigned Access IDs. Complete the following information for the Authorized Administrator of Company. The Authorized Administrator is responsible for additions and deletions of Authorized Users for Company. Company may also use this format for notification of changes in Authorized Users.

FULL ACCESS RIGHTS INCLUDE:

- Balance Inquiry
- Transfer between Ohio State Bank accounts
- Make loan payments
- Make stop payments
- View up to one year of account history
- View images of checks posted to the account
- Control employee access to specific accounts
- Control employee access to a dollar amount
- Control employee access to specific functions
- ACH Origination
- Domestic Wire Transfer
- EFTPS Origination
requires signup with the Federal Tax Payment Service

Name _____ **Title/Position:** _____

Telephone Number _____

Email Address _____

SCHEDULE G

Account Information: List all accounts below that will be used with The Ohio State Bank Cash Management Internet Banking Service.

- **Account Number:** account number(s) you want to access
- **Account Title:** account name as it appears on The Ohio State Bank system
- **Account Type:** enter DDA or SAV

Account Number <i>(maximum 7 digits)</i>	Account Title <i>(must match the depository account title)</i>	Account Type Specify One Only DDA (Checking) SAV (Savings)