



1160 E. MAIN STREET | P.O. BOX 119
LEBANON, OH 45036

1st National Bank
Business Online Banking

Thank you for choosing 1st National Bank for your Business Banking needs. With 1st National Bank Online Business Banking you can:

- View accounts
- Transfer money
- Stop Payments
- ACH*
- Wire transfer*
- Payroll*
- And much more...

In this packet you are provided the documentation needed to sign up for Business Online Banking. To begin, you will need to complete the attached Business Online Banking Application. Once completed and submitted, we encourage you to watch the Business Online Banking video tutorial at <https://www.bankwith1st.com/cash-management/business-online-banking/>. After watching the video tutorial, you will be fully prepared to utilize all aspects of our business online banking software.

Upon application acceptance, your first login credentials will be given to you by a 1st National Bank employee by a secure letter through email or over the telephone. In addition to the login information provided by us, you will need to download and activate DIGIPass, our free token app for advanced two-factor authentication security. Each time you log on, or transfer money, a one-time password will be securely sent to your mobile device with the app installed. All of your information and user settings created on your initial application forms will be installed and ready to use.

If you have questions about any of our business services, please contact us at 513.932.3221

*Additional fees and qualifications may be required.



BUSINESS ONLINE BANKING APPLICATION

CLIENT	Company Name:	Tax ID #	<input type="checkbox"/> EIN	<input type="checkbox"/> SSN	
	Mailing Address:	Phone:	Fax:		
	City:	State:	Zip	Business Type:	
	Branch of Account:	Corporation Limited Liability Corporation (LLC) Unincorporated Association Limited Liability Partnership (LLP)		Sole Proprietorship Partnership Municipality Other	
	Accounts:				

ONLINE SERVICES	Business Online Banking Services (Check desired services. Note that additional documentation may be required and additional fees may apply)			
	Business Online Banking: Access to accounts, view check and deposit images, initiate internal fund transfers, loan payments, and stop payments.			
	<input type="checkbox"/> Wire Transfer			
	<input type="checkbox"/> ACH Origination			
<input type="checkbox"/> Bill Pay				

SENIOR ADMINISTRATOR	Senior Administrator Name:	Title:	
	E-Mail Address:	Phone:	Fax:
	* Senior Administrator indicated above is the primary user of online banking and has rights to all accounts and services indicated on this application.		

SIGNATURE	I, the undersigned, do hereby acknowledge that I am authorized under the attached resolution to act on behalf of this company, group, association, or organization. In addition, I acknowledge receipt of and agree to the terms and conditions set forth in the Online Banking Agreement.		
	Authorized Signature:	Title:	
	Printed Name:	Date:	

FOR BANK USE ONLY

By signing below, I acknowledge that I have verified that the above signed client is authorized to act on behalf of this company, group, association, or organization. In addition, I have verified the services requested.

Authorized Signature:	Title:
Banking Center Number:	Date:

BUSINESS ONLINE BANKING | USER ROLE FORM

Please designate your users, access level, and which accounts they will receive access to. Administrator access provides access to wire transfers, ACH, Business Online banking, and bill pay. Employee access provides access to business Online banking only.

USER	Please provide the name of employee.	Administrator _____	Employee _____
	Contact Name: _____	Phone: _____	
	E-Mail Address: _____		
	Accounts with Access		

USER	Please provide the name of employee.	Administrator _____	Employee _____
	Contact Name: _____	Phone: _____	
	E-Mail Address: _____		
	Accounts with Access		

USER	Please provide the name of employee.	Administrator _____	Employee _____
	Contact Name: _____	Phone: _____	
	E-Mail Address: _____		
	Accounts with Access		

USER	Please provide the name of employee.	Administrator _____	Employee _____
	Contact Name: _____	Phone: _____	
	E-Mail Address: _____		
	Accounts with Access		

USER	Please provide the name of employee.	Administrator _____	Employee _____
	Contact Name: _____	Phone: _____	
	E-Mail Address: _____		
	Accounts with Access		

SIGNATURE	I/we hereby apply for the ability to define bank account access behalf of the business. I/we certify that I/we did not omit any important information. I/we certify this form will be required to add, change, or delete any employee or entity. This document, and its assigners herein are bound by online banking terms and conditions.		
	Authorized Signature: _____	Title: _____	
	Printed Name: _____	Date: _____	

BUSINESS ONLINE BANKING AGREEMENT

This agreement (“Agreement”) provides information about the business online banking service (“Business Online Banking”) provided by 1st National Bank (“Bank”). Please read the entire agreement carefully before enrolling in Business Online Banking or initiating any transactions. By using Business Online Banking, you agree to be bound by the terms and conditions contained in this Agreement. You should save or print a copy of this Agreement for your records.

For the purpose of this Agreement, the words "You," "Your," and "Yours" refer to the person(s) or entity authorized by 1st National Bank to use Business Online Banking under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through Business Online Banking. The words "We," "Us," "Our," and "Bank" refer to 1st National Bank.

Business Online Banking transactions are additionally governed by any other separate agreement(s) you may have with 1st National Bank, including, but not limited to, the Account Signature Card which incorporates your Deposit Terms and Conditions, Truth in Savings Disclosure, and the Schedule of Fees and Charges. If there is a conflict between the terms and conditions of this Agreement and those contained in the other agreements between us, the additional agreements or disclosures will control.

Description of Service

Business Online Banking is a service provided via the public internet to registered and authorized business clients (and respective authorized users) to enable access to common internet banking features and functionality. The specific features and functionality of the Business Online Banking service may be changed or modified at any time without notice.

Requirements

In order to utilize Business Online Banking for business clients, users must:

- Maintain a business account with 1st National Bank.
- Complete registration for 1st National Bank’s Business Online Banking, including agreements to the terms and conditions set forth herein. Registration requires that you provide all requested information including you and anyone authorized person permitted by you to use the service. Some aspects of Business Online Banking require additional registrations, qualifications, terms, and conditions.
- Have internet access with an approved version of internet browser software and/or operating system software. You are responsible for maintaining all internet connections, browsers, hardware and software that are necessary to access Business Online Banking. The Bank is not responsible for any errors or failures of your computer or software. The Bank is not responsible for any computer virus or related problems that may be associated with your use of this service.

Fees

The current fee as of 4/20/2022 is \$6.95 per month for Business Online Banking. Wire and ACH services are an additional monthly fee. As of 4/20/2022, one additional service (ACH or wire) is \$19.95 a month and two additional services (ACH and wire) is \$24.95 a month. In addition to the monthly Business Online Banking fees, the current business fee schedule applies to all applicable transactions. Clients must apply and be approved for ACH services through the ACH application.

Definition of Business Day

For determining the availability of deposits, every day is a business day, except Saturday, Sunday and federal holidays. Account transfers are processed on all business days the Federal Reserve Bank is open for business. For posting purposes, we will process all internet banking transactions completed by 7:00 p.m. on that business day except for Christmas Eve and New Year's Eve, when the deadline will be 12:00 p.m. Transactions completed after 7:00 p.m. will be processed on the following business day. Any ACH or bill pay transaction completed after 2:00 p.m. may be treated as a transaction on the next business day. Our cut-off time is based on our business day definition as stated herein and Eastern Standard Time.

Service Availability

Business Online Banking is available virtually anytime day or night, seven (7) days a week. However, availability of Business Online Banking may be suspended for brief periods of time for purposes of system maintenance and updates. We will work to quickly resolve and minimize any interruptions in Business Online Banking.

Security Procedures

1st National Bank and its vendors are committed to providing a safe online banking system. Login information and the request and display of personal information are done via the use of encrypted SSL communication to prevent unauthorized access. Login attempts are monitored and three consecutive failed login attempts will result in your access becoming blocked. It will be necessary to contact our staff to request that it be unblocked or reset. Business Online Banking is for the use of authorized clients only. Individuals using this system without authority, or in excess of their authority, are advised that if monitoring reveals possible evidence of criminal activity, system personnel may provide the evidence of such monitoring to law enforcement officials. In the course of monitoring for individuals improperly using this system, or in the course of system maintenance, the activities of all users may be monitored. Anyone using this system expressly consents to such monitoring.

Your Business Online Banking password is used only for Business Online Banking transactions. You will be prompted from time to time to change your password for additional security. You may change your password at any time by selecting the "change password" option.

In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to Business Online Banking to maintain or restore security to our website and internal systems, if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

Encryption

Business Online Banking uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Business Online Banking. Your browser automatically activates this technology when it attempts to connect to Business Online Banking. Business Online Banking will currently support 128-bit key lengths, and the system will warn you when your browser is set to use a lower level of encryption.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from open to lock. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the internet.

Certificate Authority

The servers hosting Business Online Banking have been certified by a certificate authority to assure you that you are actually talking to Business Online Banking instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the certificate authority key may have expired. If so, you will need to update it on your browser.

Cookies

During your use of Business Online Banking, our Business Online Banking service provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie does not identify you personally. We do not (and cannot) use cookies to collect or obtain personal information about you. This Business Online Banking cookie simply allows us to process multiple transactions during your session without requiring you to re-enter your password for each individual transaction. This cookie simply provides another level of security for Business Online Banking. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. In addition to the security features described above, there may be other security related notices posted on our website from time to time. It is your responsibility to read all security notices.

User Responsibilities

Safe and effective use of Business Online Banking requires that you, the client, take an active role and responsibility for maintaining a safe and secure personal computer environment and follow safe online computing practices. Your role in maintaining a secure environment includes, but is not limited to, the following.

- Do not share your private or personal information (user ID, password, account number, card number, PIN, social security number) or any other sensitive information with unauthorized parties.
- Do not leave your private or personal information out in an open area accessible by others, including your computer screen. When possible, lock your computer prior to leaving and enable a password-protected screen-saver to automatically lock your computer.
- Do not send your private or personal information over any public or general e-mail system. Email is generally not secure or encrypted and unauthorized parties may easily read the contents.
- Do not login or access Business Online Banking from public or shared use computers when you are unable to verify the software installed does not record your keystrokes or online activity.
- Do not leave your computer unattended while you are logged in to Business Online Banking.
- Secure your personal computer by utilizing a personal firewall and running updated anti-virus and anti-spyware software to reduce the possibility of having the information you type captured and sent to unauthorized parties.
- Do not use an easy to guess password such as your first or last name, "password," or the name of your child. A more secure password should be at least 8 characters long and include a combination of numbers, upper and lowercase letters, as well as special characters such as !@#%&*(+=?;.
- Change your password on a regular basis. We request that you change your password every ninety (90) days or as soon as possible if you have any reason to believe that others may know it.
- Be skeptical of all requests for your personal information regardless of whether they are made via phone calls, e-mail messages, or web pages. Contact your local 1st National Bank branch or the Internet Banking Department at 513-932-3221 to confirm any request for personal information.
- Immediately report any unauthorized or suspicious activity on your account and report any lost or stolen personal information to the Internet Banking Department at 513-932-3221.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. THE BANK SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUS THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL COSTS, EXPENSES, OR ANY DAMAGES WHATSOEVER (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION, OR ATTORNEY'S FEES) RESULTING FROM ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY VIRUS OR COMPUTER PROBLEMS THAT YOU MAY ENCOUNTER RELATED TO THE USE OF BUSINESS ONLINE BANKING.

Client Liability for Unauthorized Use or Transfers

Telephone us immediately at 513-932-3221 if you believe that your password has become known to an unauthorized person or if someone has transferred money or made payments without your permission. You understand that calling us in such cases is the best way of keeping your possible losses to a minimum. By accepting this Agreement, you hereby agree to indemnify, save, and hold harmless the Bank from any liability, cost, expense, or damages, which the Bank may incur as a result of acting upon instructions or implementing transactions which bear your user ID and password. Further, you agree that the Bank is not liable for any payment, transfer, or transaction from or to any account where the payment, transfer or transaction bears the appropriate user ID and password.

You agree that e-mail or other communications viewed or transmitted between us through Business Online Banking shall be treated as a "writing" and shall bind each of us in the same way as written communications. You agree that use of your user ID and/or password to access Business Online Banking through our web site in connection with a communication that you send to us shall be treated as your signature.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfer you make:

- When it is necessary for completing payments and/or transfers.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us your permission.
- As explained in our separate Privacy Disclosure.
- Documentation and verification of payments/transfers
- Confirmations
- Upon completion of a Business Online Banking transaction, a confirmation will be provided. We recommend that you print the transaction results for verification purposes. You should record this in your checkbook register as a permanent record of the transaction. This will help in resolving any problems that may occur.

Termination of this Agreement

You may terminate your use of Business Online Banking at any time by contacting the Bank at 513-932-3221 during regular business hours. If you request termination of this Agreement, you authorize us to continue making transfers and payments you have previously authorized until such time as we have had a reasonable opportunity to process your termination request.

Other Conditions

You are responsible for complying with all terms of this Agreement and the regulations governing the deposit accounts that you access through Business Online Banking. We can terminate your Business Online Banking privileges without notice to you if you do not pay any fee required in this Agreement when due, or if you do not comply with this Agreement. The regulations governing your deposit account are set forth in your "Deposit Account Terms and Conditions" and "Truth in Savings Disclosure."

We reserve the right to temporarily or permanently discontinue Business Online Banking at any time by mailing to you, at the address shown in our records, a notice stating the date termination will occur and that no transfers or orders payable to third parties via Business Online Banking will be honored if received the day of termination and thereafter. We will inform you of such termination in accordance with applicable law or regulation.

Change in Terms

The Bank may change any term or condition of this Agreement, and will mail or deliver a written notice to you at least thirty (30) days before the effective date of any change in a term or condition if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

Electronic Mail (E-mail)

E-mail transactions outside of the Business Online Banking website are not secure. Do not use a public e-mail system to send us or ask for sensitive information such as account numbers, password, or account information. If you wish to contact us electronically, please use the e-mail provided in our Business Online Banking website.

Ownership of Materials

The content and information on our Business Online Banking website is copyrighted by 1st National Bank and the unauthorized reproduction or distribution of any portions is prohibited.

Governing Law

This Agreement will be governed by and interpreted in accordance with applicable Ohio and federal laws and regulations. State laws and regulations apply unless there is a superseding federal law or regulation.

Other Agreements

In addition to this Agreement, both you and the Bank agree to be bound by and will comply with the requirements of the applicable disclosures, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations. If any conflict exists between the Agreement and other account disclosures we have provided you on an active account, the account disclosure provisions will be superior to this Agreement.

Changes to this Agreement, Charges, Fees or Other Terms

We reserve the right to change the charges, fees, or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms, we will update this Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message. The electronic mail message may direct you to a page on the Bank website. This notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Business Online Banking or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If an immediate change is made, and we can determine that it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice as soon as possible, but no later than thirty (30) days after the change. We also reserve the option, in our sole discretion, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable account disclosures.

Entire Agreement

This Agreement, as published online in connection with Business Online Banking, as it may be revised from time to time, as well as all exhibits, addendums, appendices, account disclosures, privacy policy and applicable fee schedules, constitute the entire and only agreement with respect to the subject matter of this Agreement between you and the Bank, applicable also to all users of Business Online Banking using your assigned password(s), whether or not authorized by you. This Agreement supersedes all representations, proposals, inducements, assurance, promises, agreements and other communications with respect to the subject matter of this Agreement except as expressly set forth in this Agreement.

Stop Payment Request

You may initiate stop-payment requests for your accounts via Business Online Banking for paper checks you have written. Online stop payment requests are processed as soon as practicable following receipt of the stop payment. Before submitting a stop payment request, you should ensure that the check has not already been paid against your account. Stop payment requests received during non-business hours will be processed as soon as practicable following the start of the next business day. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check and must be received by 7:00 p.m. to be processed that business day. If you make your stop payment request online or by telephone, we may also require you to put your request in writing, sign it and mail it to us within fourteen (14) days after your call. You may incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

Limitation of our Liability

Except as specifically provided in this Agreement or where the law requires a different standard (such as may be set forth in our disclosures), you agree that neither we nor our service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by equipment, software, the Bank, or by internet browser service providers or by an agent or subcontractor of any of these. Nor shall we or Business Online Banking providers be responsible for any direct, indirect, special, consequential, incidental, economic, punitive or other damages arising in any way out of the installation, use, maintenance, availability or unavailability of equipment, software, the Internet banking services or internet browser or access software. The Bank's maximum liability for failure to properly complete a bill payment, or failure to honor a timely and properly given stop payment order, shall be limited as provided in this Agreement.

Disclosures

You acknowledge and agree that you have received, understand, and agree to the specific disclosures that apply to each of your deposit and loan accounts. The disclosures provided to you in connection with the opening of accounts, as those disclosures may have been or may be revised from time to time, continue to apply while this Agreement is in effect for the applicable services and associated accounts. BY AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU CONSENT TO OUR DELIVERY OF ANY DISCLOSURES BY U.S. POSTAL SERVICE, PROVIDING IT TO YOU IN PERSON OR BY ELECTRONIC MAIL AND ASSUME ANY RISK OF LOSS OR DAMAGE, LOSS OF PRIVACY OR RISKS OF INTERCEPTION OR INTRUSION THAT MAY OCCUR IN THE METHOD OF DELIVERY.

Assignment

You may not assign this Agreement to any other party. The Bank may assign this Agreement to any successor to the Bank by virtue of merger, asset sale, or to any now-existing or future direct or indirect subsidiaries. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

Contact Information

1st National Bank
1160 East Main Street
Lebanon, Ohio 45036
513-932-3221



Bank your best.™

1st National Bank ACH Agreement

This agreement is made this ____ day of _____, 20__ by and between _____ (“Company”) and 1st National Bank (“Financial Institution”).

The Company has requested that the Financial Institution permit it to initiate entries to accounts maintained at the Financial Institution and other financial institutions by means of the Automated Clearing House (the “ACH”) Network. The Financial Institution has agreed to do so on the terms of this Agreement.

The Company and the Financial Institution agree as follows:

1. Rules. The Company agrees to comply with and be bound by the rules and appendices to the National Automated Clearing House Association, as amended from time to time (“Rules”). A complete list of Rules can also be found by visiting www.nacha.org. The Financial Institution agrees to inform the Company of revisions to the Rules of which the Financial Institution has knowledge. The Financial Institution will provide a copy of the Rules at any time upon the request of the Company. The Financial Institution may audit a Company’s, or Third-Party Sender’s and its Company’s, compliance with the agreement and the Rules. The Financial Institution has the right to terminate or suspend The Company, or any Company of a third-party sender for breach of the Rules.

2. Transmission of Entries; Security Procedures. The Company will transmit all debit and credit entries to the Financial Institution on or before the deadlines, described on Attachment 1 to the Agreement. The Company will conform all entries to the format, content and specifications contained in the Rules. The Company and the Financial Institution will comply with the security procedures described in Attachment 1 to the Agreement (“Security Procedures”). The Company authorizes the Financial Institution to transmit all entries received by the Financial Institution from the Company in accordance with the terms of this Agreement and to credit or debit such entries to the specified accounts. The total dollar amount of entries transmitted by Company to the Financial Institution on any one day shall not exceed the maximum exposure limit as established by the Financial Institution.

3. Financial Institution Obligations. In a timely manner and in accordance with the Rules, the Financial Institution will process, transmit, and settle for the entries received from the Company, which comply with the terms of the Agreement, including the Security Procedures.

4. Company Representations and Agreements: Indemnity. The Company warrants to the Financial Institution all warranties the Financial Institution is deemed by the Rules to make with respect to entries originated by the Company. Without limiting the foregoing, the Company warrants and agrees that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules; (b) each debit entry is for a sum which, on the settlement date with respect to it will be owing to the Company from the party whose account will be debited, is for a sum specified by such party to be paid to the Company, or is a correction of a previously transmitted erroneous credit entry; (c) the Company has complied with all prenotification requirements of the Rules; (d) the Company will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. The Company shall indemnify the 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 warranties or agreements. It shall be the responsibility of the Company that the origination of ACH transactions complies with the laws of the United States. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). The Company will obtain written authorizations for consumer entries

in accordance with ACH Rules and U.S. law and shall retain the original for two (2) years after termination or revocation of such authorization.

5. **Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.** The 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. The Financial Institution shall be responsible only for performing the services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall the Financial Institution have any liability for any consequential, special, punitive or indirect loss or damage which the Company may incur or suffer in connection with this Agreement. 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 that the Financial Institution is responsible for any act or omission of Company.

6. **Provisional Credit.** The Company acknowledges that the Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the Company of the entry shall not be deemed to have paid the party.

7. **Prefunding.** The Financial Institution reserves the right to require the Company to prefund an account maintained at the Financial Institution prior to the settlement date of the ACH file. The Financial Institution shall determine whether pre-funding is required based on criteria established from time to time by the Financial Institution. The Financial Institution will communicate directly to the Company if pre-funding is required and, if requested by the Company, will provide the Company with an explanation of its prefunding criteria. If it is determined that pre-funding is required, the Financial Institution will inform the Company of deadlines by which deposited funds must be available in order to process the file(s).

8. **Settlement.** The Company will maintain an account with the Financial Institution at all times during the term of this Agreement. The Company will maintain, in the account as noted in Attachment 3, available funds sufficient to cover all credit entries initiated by it. The Company agrees to maintain a balance to cover returns and adjustments to prior funds credited. Financial Institution may debit any account maintained by the Company at this Financial Institution or secure necessary collateral to satisfy any amount owing to the financial Institution. The Company agrees not to exceed the origination limits noted in Attachment 4.

9. **Cancellations or Amendment.** The Company shall have no right to cancel or amend any entry/file after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company to cancel an entry/file before transmitting it to the ACH or crediting an on-us entry. Any such request shall comply with the Security Procedures. The Financial Institution shall have no liability if it fails to affect the cancellation.

10. **Rejection of Entries.** The Financial Institution shall reject any entry, which does not comply with the requirements of Section 1 of this Agreement and may reject any entry if the Company is not otherwise in compliance with the terms of the Agreement. The Financial Institution shall notify the Company by telephone of such rejection no later than the business day such entry would otherwise have been transmitted by the Financial Institution to the ACH. The Financial Institution shall have no liability to the Company by reason of the rejection of any entry or the fact that such notice is not given at an earlier time than that provided for herein. The Financial Institution shall retain the right to reject any on-us transaction for any valid reason such as but not limited to insufficient funds or revoked authorization.

11. **Notice or Returned Entries and Notification of Change.** The Financial Institution shall notify the Company of the receipt of a returned entry or Notification of Change (NOC) no later than one business day after the business day of such receipt. The Financial Institution shall have no obligation to retransmit a returned entry if the Financial Institution complied with the terms of this Agreement with respect to the original entry. If a customer of the Company returns any transaction, then it is the Company's responsibility to collect any funds that are owed. The Financial Institution has no obligation to originate a transaction where authorization has been revoked.

12. **Entries Returned as Unauthorized.** In the event that an entry is returned as unauthorized or authorization revoked, the Company will contact the necessary parties and resolve any dispute. During this process, the Company may ask the Financial Institution to request from the receiving depository financial institution (RDFI) a copy of the "Written Statement of Unauthorized Debit," or other similar document. The Financial Institution will make its best effort to obtain the form and will deliver it to the company when received. The Company agrees not to re-originate any transaction returned as unauthorized or authorization revoked unless the Company has reauthorized the Entry.

13. **Unauthorized Rate in Excess of .5%.** In the event the rate of unauthorized transactions exceeds .5% based on the calculation in the Rules, the Company will share the data requested by the Financial Institution based on the Rules and will immediately begin the process of bringing the rate below .5%.

14. **Administrative Returns.** In the event the rate of administrative returns exceeds 3% for any two calendar months or sixty (60) day period, the Company will share any data requested by the Financial Institution based on the Rules. If it is determined that remediation is necessary the Company will develop a plan to reduce that figure to under 3%.

15. **Overall Return Rate.** In the event that the overall rate of returns is greater than 15% for any two calendar months or sixty (60) day period, the Company will share any data requested by the Financial Institution based on the Rules. If it is determined that remediation is necessary the Company will develop a plan to reduce that figure to under 15%.

16. **Reversals.** The Company may initiate a reversing entry or file of entries as permitted by the Rules. The Company shall indemnify the Financial Institution against any claim, alleged claim, demand, loss, liability or expense resulting directly or indirectly from such reversal.

17. **Prohibited Transactions.** The Company agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which the Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. The Company acknowledges and agrees that the Financial Institution has no obligation to monitor the Company's use of the services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that the Financial Institution reserves the right to decline to execute any transaction or activity that the Financial Institution believes violates the terms of this Agreement.

18. **Periodic Statement.** The periodic statement issued by the Financial Institution for the Company's account will reflect entries credited and debited to the Company's account. The Company agrees to notify the Financial Institution within a reasonable time not to exceed thirty (30) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the periodic statement.

19. **Fees.** The Company agrees to pay the financial institution for services provided under the Agreement in accordance with the schedule of charges attached to this Agreement as Attachment 6. The Financial Institution may change its fees from time to time upon notice to the Company.

20. **Inconsistency of Name and Account Number.** The Company acknowledges that, if an entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver.

21. **Amendments.** The Financial Institution may amend the terms of this Agreement from time to time by notice to the Company. Such amendments shall become effective upon receipt of notice by Company or such date as stated in Financial Institution's notice to Company.

22. **Termination.** The Financial Institution may amend the terms of the Agreement from time to time by notice to the Company. Either party may terminate this Agreement upon ten (10) days written notice to the other party. In the event the Company originated debit entries, the Company agrees to maintain an account with the Financial Institution to settle charge backs for a period of ninety (90) days subsequent to the settlement date of the last debit file originated. The Financial Institution shall have no obligation to transmit entries if the Company is in default of any of its obligation under this Agreement, including the obligation to pay the Financial Institution for each credit entry. The Financial Institution shall be entitled to rely on any written notice believed by it is good faith to be signed by one of the authorized representatives whose name and signatures are set forth on Attachment 4 to this Agreement.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Ohio.

24. **Contingency.** In the event the Company cannot create or transmit an ACH file due to hardware or communications outage, it is the responsibility of the Company to have contingency procedures in place. In the event the Financial Institution cannot

process the file through normal channels, every effort will be taken by the Financial Institution to find alternate means to process the file. The Financial Institution will not be held liable for delayed files in any case resulting from hardware or communication outages.

25. **Financial Information.** The Financial Institution is authorized to make all inquiries it deems necessary to verify the accuracy of the statements herein made or in its discretion, to further determine the applicant's credit standing or the credit standing of any general partner. The Financial Institution has permission to obtain credit information on all Company principals and guarantors. It is understood the Financial Institution will rely on the information provided in making its ACH/Wire authority decision initially. The Financial Institution may also request such information from the Company from time to time in order to evaluate a continuation of services to be provided by the Financial Institution hereunder and/or adjustment of any limits set by this Agreement.

26. **Credit Application.** By signing hereunder, Company agrees to apply for the ability to originate ACH transactions. Financial Institution is authorized to verify with other parties and to make any investigation of Company or its principals' credit, either directly or through any agency employed by Financial Institution for that purpose. Financial Institution may disclose to any other interested parties' information as to Financial Institution's experiences or transactions with Company. Company certifies that everything it has stated in Business Banking Online Application ("Application"), incorporated herein by reference, and on any other documents submitted to us are true and correct to the best of Company's knowledge. Company understand that Company must update the information contained in the Application if Company's financial condition materially changes or we make a request to you orally or in writing. Company understands that Financial Institution will retain the Application whether or not it is approved. Company authorizes Financial Institution to request one or more consumer report and to check and verify Company and its principals' credit.

27. **Equal Credit Opportunity Act Notice.** If Company's gross revenues were over \$1,000,000 and Financial Institution denies Company's application for credit and ACH origination services, Company has the right to a written statement of the specific reasons for the denial. To obtain the statement please contact: Chief Credit Officer, 1st National Bank, 1000 E. Main Street PO Box 119 Lebanon OH 45036, within 60 days from the date you are notified of Financial Institution's decision. Financial Institution will send Company a written statement of reasons for the denial within 30 (thirty) days of receiving Company's request for the statement. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act, the federal agency that administers compliance with his law concerning the creditor is: Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Avenue, Suite 3710, Houston, TX 77010.

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

COMPANY

By: _____
Printed Name: _____
Title: _____
Date: _____

FINANCIAL INSTITUTION

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTACHMENT 1

FILE TRANSMISSIONS AND SECURITY PROCEDURES

File Transmissions

All files will be formatted in accordance with the Rules. All files will be delivered electronically through the Financial Institution's internet banking platform.

The Company's Senior Administrator, Administrator, or other authorized party pursuant to the Company's account form, will provide the Financial Institution with verification of the totals contained in the transmission(s) by sending a facsimile transmission or email to the Financial Institution. In the event that the Company is unable to fax or email the information, the Company's Senior Administrator, Administrator, or other authorized party pursuant to the Company's account form, will telephone the Financial Institution's Senior Administrator or Administrator, or other authorized party pursuant to the Company's account form, to authorize the file and provide the register as soon as possible. The Financial Institution will verify that the file totals agree with the totals on the fax. In the event of a discrepancy, the Financial Institution will call the specified Company Senior Administrator, Administrator, or other authorized party pursuant to the Company's account form. 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 the Senior Administrator, Administrator, or other authorized party pursuant to the Company's account form, and any such communication shall be deemed to have been signed by such person.

Timing of Delivery: If the Company is generating credit files, these must be transmitted to the Financial Institution by **2:00 P.M. on the business date before the requested settlement date** to ensure funds availability at the opening of business on settlement day. All other files must be delivered by 2:00 P.M. on the settlement date. Processing of ACH Requests will not occur on the days listed on Attachment 5.

Security Procedures

The Company shall prevent and safeguard against unauthorized transmissions, disclosures and access to the following (all of which are referred to herein as "Security-Related Items"): information (including but not limited to security procedures, instructions, passwords and user identifications), systems and equipment that interface with, connect to or allow access to the Financial Institution, its information, systems and equipment. The Company shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-Related Items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in this Agreement and in the Rules.

If the Company suspects, knows, or has reason to believe an unauthorized individual has or attempted to transmit one or more entries or that security procedures have otherwise been compromised, the Company will immediately notify the Financial Institution and agrees that any entry received by the Financial Institution before or within a reasonable time after such notice to the Financial Institution shall be treated as authorized by the Company.

ATTACHMENT 2:

Intended use of service:

Describe below the nature of the Company as well as the intended usage of the ACH service (credit files – such as payroll, accounts payable, etc. and/or debit files – such as utility payments, membership fees, donation collection, etc.)

ACH Origination Services Offered:

Check box next to the approved ACH service. Please consult the NACHA Rules for complete rules for each Standard Entry Class Code, as further defined by the Rules.

PPD – *Prearranged Payment and Deposit Entry*

When to use PPD: *Use when sending payroll direct deposits, pulling utility payments, or making any other ACH entries to a consumer account based on a standing or a single-entry authorization from the receiver.*

Company Must: *obtain a signed or similarly authenticated authorization from the Receiver that is readily identifiable as an authorization and has clear and understandable terms.*

CCD – *Corporate Credit and Debit Entry*

When to use CCD: *CCDs are debit or credit entries used to facilitate business-to-business ACH payments. They are commonly used to move or consolidate funds between a company's branches or remote locations.*

Company Must: *obtain the Receiver's authorization to debit or credit the Receiver's account. The NACHA Operating Rules do not require the authorization to be in a specific form, however, the Company and Receiver must have an agreement that binds the Receiver to the Rules.*

CTX - *Corporate Trade Exchange*

When to use CTX: *CTXs are debit or credit entries used to facilitate business-to-business ACH payments. They are commonly used to transmit remittance for single/multiple invoices.*

Company Must: *obtain the Receiver's authorization to debit or credit the Receiver's account. The NACHA Rules do not require the authorization to be in a specific form, however, the Company and Receiver must have an agreement that binds the Receiver to the Rules.*

Other _____

The Company agrees to use only the approved ACH Standard Entry Class Codes (noted above). The Financial Institution may periodically require The Company to provide copies of ACH authorizations to ensure compliance with the Rules.

ATTACHMENT 3

PROCESSING/SETTLEMENT SPECIFICATIONS

Settlement to the Company's Account(s): _____

Debit Entries to Company's Account

Funds must be in account to satisfy debit on the date the file is submitted by the Bank.

Credit Entries to Company's Account

Funds will be made available on the effective date of the file.

File Origination Limits:

Maximum Total Daily File Limits \$_____

Increasing/Decreasing Daily Limit:

Temporarily: A request signed by the Senior Administrator must be submitted and approved.
Please fax to 513-932-7119 or email ach@bankwith1st.com.

Permanently: A request signed by the Senior Administrator must be submitted and approved.
Please fax to 513-932-7119 or email ach@bankwith1st.com.
Permanent changes also require an updated agreement be completed.

ATTACHMENT 4

ACH TRANSMITTAL REGISTER

Fax this sheet to 513-932-7119 or scan and email to ach@bankwith1st.com each time a file is initiated. Sheet must be sent immediately after the file has been submitted

Company Name _____

File Name/ID _____

Date Initiated _____ Entry Effective Date _____

File Totals

Item Count (Debits) _____ Amount (Debits) _____

Item Count (Credits) _____ Amount (Credits) _____

Authorized Signature

Date

BANK USE ONLY

Verified Signature _____

Entered into ACH Control Log _____

Verified Register to File Totals _____

ATTACHMENT 5

Federal Holidays (non-processing days):

New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Juneteenth
Thanksgiving Day
Christmas Eve (must be submitted by noon)
Christmas Day
New Year's Eve (must be submitted by noon)

Financial Institution reserves the right to amend this list upon reasonable notice to the Company.

Attachment 6:

FEES

Monthly Fee (ACH only) \$19.95

Monthly Fee (ACH and wire) \$24.95

The Company authorizes The Financial Institution to charge account number

_____ for the above fees.



1st National Bank Wire Transfer Security Agreement

This Wire Transfer Security Agreement (“Agreement”) is made as of _____, _____, by and between 1st National Bank, a national banking association (the “Bank”), and the undersigned (the “Accountholder”), and describes the terms and conditions which apply to all wire transfers into and out of the Accountholder’s deposit accounts with the Bank.

Agreements

1. The Accountholder has provided the Bank with this authorization designating officers or employees of the Accountholder to authorize wire transfers (“Authorization”). The Bank may rely upon, and the Accountholder is estopped from denying, the authority of the persons designated in the Authorization.
2. The Accountholder may request the Bank to execute wire transfers on the Accountholder’s behalf (“Request”) by applying to the Bank in such form as the Bank shall require, and by following the procedures established by the Bank for verifying the authenticity of requests for wire transfers. Bank reserves the right to amend its procedures without notice to the Accountholder.
3. The Bank is authorized to execute Requests, provided they are made in the form prescribed by the Bank, and to charge the Accountholder’s designated accounts therefore, without inquiry as to the circumstances of issue or the disposition of the proceeds, even if drawn to the individual order of any authorized person or payable to others for his/her account.
4. The Accountholder acknowledges that domestic Requests must be received by the Bank by 4:00 PM EST and international Requests must be received by the Bank by 1:30 PM EST in order to be executed on the same business day. Any Requests received after these times will be processed on the following business day. Bank reserves the right to amend these times.
5. The Accountholder agrees that the Bank is not obligated to accept any Request, amendment or cancellation that is communicated to the Bank other than in compliance with its procedures. The Bank will not be responsible for refusal to act upon any Request received which does not comply with this Agreement, including where the Bank’s reasonable efforts to verify the Request in accordance with its procedures have failed or where such action is delayed until verification can be obtained.
6. The Bank is not obligated to accept any incoming wire transfer for the Accountholder’s benefit. The Bank will notify the Accountholder by telephone if it rejects a Request.
7. The Bank is not obligated, and is not liable for its failure, to cancel or amend a Request after its receipt by the Bank. The Bank will, however, make reasonable efforts to comply with the Accountholder’s request to cancel or amend a Request. Any request for cancellation or amendment must be made in compliance with its procedures. The Accountholder will indemnify and hold the Bank harmless from any and all liabilities, costs and expenses the Bank may incur in canceling or amending, or in attempting to cancel or amend, a Request.
8. The Bank may rely, without incurring liability to the Accountholder, upon information (including names, amounts, and account numbers) provided by the Accountholder when making a Request, even if such information is incorrect. The Bank may charge the Accountholder’s accounts under such circumstances. The Accountholder is responsible to provide the Bank with updated information reflecting any changes in authorization of the Accountholder’s personnel.
9. The Accountholder agrees that the Accountholder’s account will be charged by the Bank for the amount of the wire transfer and any associated fees prior to executing the Request. The Bank may modify its fee schedule without prior notice to the Accountholder.

10. The Bank may employ any means it chooses for the transmission of funds pursuant to Requests. The Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, inclement weather, war, emergency conditions, fire, earthquake, or other circumstances not within the Bank's control.
11. In the event the Bank fails to exercise good faith and ordinary care in processing a Request, the Bank's liability is limited to the Accountholder's lost interest and the Accountholder's expenses directly related to the Request. Under no circumstances is the Bank liable for any special, indirect, exemplary, or consequential damages, including lost profits, of any kind.
12. The Accountholder shall be liable for any loss or damage resulting from the Accountholder's breach of this Agreement or to which the Accountholder's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by the persons designated in the Agreement.
13. If the Accountholder is a corporation, it represents and warrants to, and covenants with the Bank that the execution and delivery of this Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law or any provision of the Accountholder's charter, articles of incorporation or by-laws or any other agreement binding on the Accountholder. The Bank, in accepting this Agreement, is expressly acting and relying upon the aforesaid representations and warranties.
14. This Agreement may be terminated by Accountholder or Bank at any time. Bank may terminate this Agreement immediately upon written notice to Accountholder in the event of (i.) Accountholder's breach of a material obligation under this Agreement or applicable law, (ii.) Accountholder's insolvency, receivership or voluntary or involuntary bankruptcy, or the institution of any proceeding therefore, or any assignment for the benefit of creditors, or if in the good faith opinion of Bank, the financial condition of the Accountholder has become impaired, or (iii.) Accountholder's default under any agreement or instrument between the Accountholder to Bank. Notwithstanding such termination, this Agreement shall remain in full force and effect as to all transactions that have occurred or which the Bank began processing prior to the date of termination. Upon termination of this Agreement, the Customer will promptly pay to the Bank all sums due or to become due under this Agreement.
15. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. The Bank and the Accountholder each irrevocably waive any right to trial by jury in any proceeding related to this Agreement. The Accountholder hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Ohio and the United States of America and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such Courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date above.

ACQUANTHOLDER

By: _____
Printed Name: _____
Title: _____
Date: _____

BANK

By: _____
Printed Name: _____
Title: _____
Date: _____