

## 1st National Bank Business Online Banking

Welcome to 1st National Bank, your ultimate destination for comprehensive Business Banking solutions! By choosing our Online Business Banking, you unlock a world of possibilities for managing your finances with ease and efficiency. Our platform offers you the power to:

- Access your accounts anytime, anywhere
- Effortlessly transfer funds
- Issue stop payments securely
- Leverage ACH services\*
- Conduct wire transfers with confidence\*
- Streamline payroll management\*
- And so much more...

In this packet, you will find all the essential information and documentation to kickstart your journey with our Business Online Banking. To proceed, simply complete the enclosed Business Online Banking Application and accept the associated terms and conditions.

If ACH transfers\* pique your interest, kindly fill out the ACH section of the Business Online Banking Packet.

For wire transfers\*, kindly fill out the Wire Transfers section of the Business Online Banking Packet.

Still undecided? Don't worry! Our dedicated banking experts are always at your service, ready to guide you in making the right choice.

\*Please note that additional fees and qualifications may apply.



Bank your best.™

## BUSINESS ONLINE BANKING APPLICATION

CLIENT

Company Name:

Tax ID #

☐ EIN ☐ SSN

Mailing Address:

Phone:

Fax:

City:

State:

Zip

Business Type:

Corporation

Sole Proprietorship

Limited Liability Corporation (LLC)

Partnership

Unincorporated Association

Municipality

Limited Liability Partnership (LLP)

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.

☐ Wire Transfer

☐ ACH Origination

☐ 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:

**This agreement ("Agreement") provides information about the business online banking service ("Business Online Banking") provided by 1<sup>st</sup> 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 1<sup>st</sup> National Bank to use 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 1<sup>st</sup> National Bank.

Business Online Banking transactions are additionally governed by any other separate agreement(s) you may have with 1<sup>st</sup> 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 1<sup>st</sup> National Bank.
- Complete registration for 1<sup>st</sup> 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 3/30/2023 are \$9.95 per month for basic business online banking. Wire and ACH online banking are an additional monthly fee and application for use of online banking. As of 3/30/2023, additional services (ACH and wire) will be \$14.95 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 included in our business online banking packet.

**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**

1<sup>st</sup> 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 Internet Banking Department 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 1<sup>st</sup> 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 1<sup>st</sup> National 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". You may terminate this Agreement and your use of Business Online Banking by notifying us at 513-932-3221.

We may terminate this Agreement and your use of Business Online Banking without notice if you do not log on for a period of more than 90 days. If this occurs, you will have to repeat the registration process for Business Online Banking. 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 twenty-one (21) 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 1<sup>st</sup> 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 1st National 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  
1000 East Main Street  
Lebanon, Ohio 45036  
513-932-3221

# ELECTRONIC FUNDS TRANSFER | AUTOMATED CLEARING HOUSE (ACH) AGREEMENT



## Electronic Funds Transfer | Automated Clearing House (ACH) Agreement

Electronic Funds Transfer Agreement (the "Agreement") dated as of \_\_\_\_\_ between  
1st National Bank , 1000 E. Main St., Lebanon, OH 45036 (the "Bank") and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the "Company").

The Company has requested that the Bank permit it to initiate electronic signals for paperless entries through the Bank to accounts maintained at the Bank and in other banks and financial institutions, by means of the Automated Clearing House (the "ACH"). Now, therefore, in consideration of the mutual promises contained herein, it is agreed as follows:

### 1. Rules

The Company agrees to comply with and be subject to the Operating Rules (the "Rules") of NACHA (National Automated Clearing House Association) as the Rules shall, from time to time, be in effect. The term "Receiver" shall be as defined in the Rules, meaning a person that has authorized the Company to initiate a credit or debit entry to the Receiver's deposit account.

### 2. Delivery of Entries

The Company agrees to deliver entries to the Bank in the manner and format agreed to by the parties. The Company agrees to deliver its entries to the Operations Department, 1000 E. Main St., Lebanon, OH 45036, no later than two (2) days prior to the date on which the Company wants receiving deposit accounts credited and no later than one (1) day prior to the date on which the Company wants receiving deposit accounts debited. The Company may amend, correct, reverse, or stop payment of those credit entries at any time prior to delivery of the credit entries to the Automated Clearing House ("ACH"). The Company shall have no right to reverse or stop payment of any entry after it has been received for processing by the ACH. However, if the Receiver's account is with another Participating Depository Financial Institution, ("Participating DFI") the Bank shall forward to that Participating DFI the Company's oral or written request to stop payment or posting of, or to reverse or adjust an entry which is asserted to have been erroneously initiated to the Receiver's account. If the Participating DFI complies with the request, it shall then be indemnified by the Company from and against any and all claims, demands, liabilities, or expenses, including attorney's fees and costs resulting directly or indirectly from its having so complied.



### **3. Settlement**

Settlement to the Company's checking account with the Bank shall be made for the aggregate amount of funds transferred on the banking day on which those transactions are to be posted to the Receiver's accounts. Collected funds sufficient to cover the amount of any debit entry to the Company's account shall be available in the Bank one (1) day prior to settlement. The Company acknowledges that the Rules make provisional any credit given for any 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 originator of the entry shall not be deemed to have paid the party.

### **4. Fees**

The Company shall pay the Bank for services rendered under this agreement according to Schedule A. Unless otherwise noted, fees shall be automatically debited from the Company's account on the effective date of the transaction or at the end of each month.

### **5. Receiver Authorization**

The Company shall obtain an authorization to initiate paperless entries from each Receiver complying with the requirements of the Rules. The Company shall retain the authorization in original or digital form for a period of two (2) years after termination or revocation of such authorization and shall, upon request, furnish the original or a copy of the authorization to the Bank or the requesting Participating DFI.

### **6. Prenotifications**

The Company may send prenotifications six banking days prior to initiating the first entry to a particular account. Such notice shall be provided to the Bank in the format and on the medium provided in the ACH Rules. After the Company has received notice that any such notification has been rejected by a receiving Bank, or that a receiving Bank will not receive entries without having first received a copy of the authorization signed by its customer, the Company will not initiate any entry to such customers, except after providing the receiving Bank with such authorization, within the time limits provided in the Rules.

### **7. Entries**

It is understood that the Company takes full responsibility for controlling the submission of entries to the Bank whether by diskette, the Internet, phone line transmission or third party servicer. In the event that entries are transmitted to the Bank, the Company takes full responsibility for control of Company computer systems and passwords

Neither NACHA nor any Participating DFI shall have any responsibility for the accuracy of deposit amounts furnished by the Company, nor shall any Participating DFI or NACHA be under any duty to deliver statements of earnings or any other statements to the payee concerned except to the extent otherwise required by applicable laws or regulations..



## **8. Rejection of Entries**

The Bank shall reject any entry, including an on-us entry, which does not comply with the requirements of this Agreement and may reject any entry if the Company is not otherwise in compliance with the terms of the Agreement. The Bank shall notify the Company by telephone of such rejection no later than the business day such entry would otherwise have been transmitted by the Bank to the ACH or, in the case of an on-us entry, its effective entry date. The Bank 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 Bank 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.

## **9. Reversing Entries**

The Company shall notify the Receiver of any reversing entry initiated to correct an entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the settlement date of the reversing entry.

## **10. Notice of Returned Entries**

The Bank shall notify the Company by postal mail, telephone, email, or fax of the receipt of a returned entry from the ACH no later than one business day after the business day of such receipt. The Bank shall have no obligation to retransmit a returned entry if the Bank 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 Bank has no obligation to originate a transaction where authorization has been revoked.

## **11. 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.

## **12. Data Retention**

The Company shall retain data on file adequate to permit remaking of entries for five (5) business days following the date of their transmittal to the Bank as provided herein and shall provide such data to the Bank upon its request.

## **13. Warranties of Company**

The Company warrants to the Bank all warranties the Bank is deemed by the Rules to make with respect to entries originated by the Company. Without limiting the foregoing, the Company warrants to the Bank, as to each entry that it submits, that it is timely; that it is forwarded in accordance with an authorization executed by the Receiver and held by the Company; that the entry is in conformity with the Rules of NACHA and that all other applicable requirements with respect to authorization of entries have been met; that, at the time the entry is transmitted to the ACH, the Company does not have actual knowledge of the revocation or termination of the authorization or that the arrangement has not been terminated by the Company; and that the authorization has not been terminated by operation of law.



#### **14. Liability**

In the event the Company incurs any loss due to mishandling of a particular entry or entries, the Bank's liability to the Company shall be limited to (i) liability for its own negligence or willful misconduct; and (ii) the amount recoverable by the Bank from the ACH, or any third party pursuant to the Rules or any indemnity agreement.

The Bank shall not be responsible for the Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from the Company) or those of any other person, including without limitation any Federal Reserve Financial Institution 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 the Bank's agent. The Company agrees to indemnify the Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of the Company or any other person

In no event shall the Bank be liable for any consequential, special, punitive or indirect loss or damage which the Company may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions pursuant to this Agreement. Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication or electric facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

Subject to the foregoing limitations, the Bank's liability for loss shall be limited to general monetary damages not to exceed the total amount paid by the Company for the affected ACH service, as performed by the Bank under this agreement for the preceding 30 calendar days.

#### **15. Indemnity**

The Company hereby agrees to indemnify and hold the Bank harmless from any and all claims, demands, loss, liability or expense, including attorney's fees and costs, incident to the Company's warranties herein and the Rules and to the operation of the services under this Agreement, including without limitation, any claim based on alleged loss as a result of non-credit of any deposit, and any claim which may be made by any Receiver as a result of the rejection of any of his checks because of insufficient funds arising from the failure to credit deposits to his account, but excepting thereon, any claims, liabilities or expense arising out of any failure on the part of the Bank to exercise reasonable care or to comply with the provisions of the Rules.



## **16. Termination**

This Agreement may be terminated upon thirty (30) days prior written notice from either party, except that the Bank may terminate this Agreement without notice upon the occurrence of any of the following events:

- (a) If the Company shall ( i ) consent in writing to the filing of any petition for bankruptcy, reorganization or other relief under any bankruptcy statute; or ( ii ) be adjudicated as bankrupt or insolvent; or ( iii ) make any assignment for the benefit of, or composition or similar arrangement with, the Company's creditors; or ( iv ) have its interests hereunder fall under execution, unless the Company shall, within the time limited by law, take the necessary steps to obtain a stay of execution and furnish the requisite undertaking; or
- (b) If a receiver shall be appointed for all or substantially all of the Company's assets and business and said receiver is not discharged or his appointment set aside within thirty (30) days after such appointment.

## **17. Security**

The Bank 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 Authorized Representative, and any such communication shall be deemed to have been signed by such person.

The Company's Authorized Representative will access the ACH system via the Internet by utilizing the prearranged log on procedures, User Access Code and User Password. (Schedule B)  
The Company is solely responsible for access by its employees of the data files maintained on the Company's computer, as well as the files maintained on their Internet banking account.

Any request to transfer money by ACH, made using the Online Banking system, shall be considered a valid order for the transfer of funds from an authorized representative of the customer.

The use of the 1st Online Banking System shall be deemed conclusive proof of the authority of the person originating any ACH transfer to originate the transfer. The Bank shall not be required or expected to make any further inquiries into the validity of the transaction requested.



### **18. Governing Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio and the Rules NACHA.

If there is any inconsistency between any of the provisions of this Agreement and the Rules, as the Rules may be amended from time to time, the Rules shall govern the rights and duties of the Company and the Bank. Terms that are defined in the Rules shall have the same meaning when used in this Agreement.

#### **Agreed to and Accepted:**

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

For \_\_\_\_\_  
(Company)

For 1st National Bank \_\_\_\_\_  
(Bank)





## **SCHEDULE A**

### **Price Schedule**

<b>Per Transaction Originated</b>	<b>  \$ .05</b>
<b>Return Items</b>	<b>  \$10.00</b>
<b>Monthly Fee</b>	<b>  \$20.00</b>

### **Transmission Location and Formatting Instructions**

All files will be formatted in a NACHA format. Transmission specifications will be established by 1st National Bank.

### **Personal Computer Transmissions**

The Company will transmit files to 1st National Bank via the Internet using the Bank's online banking product. The Company may also key individual ACH entries using the Bank's online banking product in place of transmitting a file.

### **Hand-Delivered Files**

The Company may deliver files in NACHA format to 1st National Bank, Operations Department, 1000 E. Main St., Lebanon, OH 43036. The files must be on either 3 ½" diskette or Compact Disc.

### **ACH Processing Deadlines**

Processing Deadline for:

#### **Credit Entries**

Transmission of a file or keying individual entries: Until 3:00 p.m. two (2) business days prior to effective date. Hand Delivery of a file: Until 3:00 p.m. two (2) business days prior to the effective date.

#### **Debit Entries**

Transmission of a file or keying individual entries: Until 3:00 one (1) business day prior to effective date. Hand Delivery of a file: Until 4:00 p.m. one (1) business day prior to the effective date.

"Business Day" is a day the Bank is open to the public for carrying on substantially all of its business (other than Saturday, Sunday, or listed holidays). "Effective Date" must be a business day or the record will be processed on the first business day following the effective date.



## **SCHEDULE A (Continued)**

### **Holiday Schedule (Non-processing Days)**

New Year's Day  
Martin Luther King, Jr., Day  
Presidents' Day  
Juneteenth  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

A Federal Reserve Bank Calendar, indicating the dates of official Holidays, will be provided on an annual basis.

## **SCHEDULE B**

### **SECURITY PROCEDURE – INTERNET BANKING ACH DUAL CONTROL DISCLOSURE**

Company shall disclose its confidential access code(s) only to the employee(s) authorized by an account owner to process ACH files on Company's behalf.

Company shall disclose its confidential password(s) only to the employee(s) authorized by an account owner to process ACH files on Company's behalf.

Company is to notify 1st National Bank immediately upon its knowledge of any unauthorized personnel who may have gained access to Company's access code(s), or Company's password(s).

1st National Bank requires Company to use Dual Control when submitting ACH transfers to 1st National Bank. We will provide your Internet Banking Security Administrator with a separate password that will be needed to submit your transaction to the Bank. The employee setting up the transfer should not have access to this password or the Dual Control security feature will be compromised.



## **SCHEDULE B**

### **SECURITY PROCEDURE – INTERNET BANKING ACH DUAL CONTROL DISCLOSURE** **(Continued)**

If the Security Administrator decides to disclose its Dual Control password to an unauthorized employee, or the employee setting up the transfers thus compromising the dual control security feature, the Company agrees to the following disclaimer:

In the event of any breach of any of the warranties stated above or otherwise contained in the Internet Banking Disclosure, the Company will indemnify and defend Bank and hold it harmless at Company's cost and expense from and against any and all losses, claims, demands, damages, actions, including reasonable attorney's fees, expense and costs, except for losses solely attributable to the Bank's own negligence or willful misconduct. The Company will also be responsible for any expense or losses to Bank due to Company non-compliance with these security procedures or non-compliance with the Internet Banking Disclosure.

(Signature of authorized account signer)

(Date)



## Federal Reserve Holiday Schedule

Holiday
New Year's Day
Martin Luther King Jr., Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

\* For holidays falling on Saturday, Federal Reserve Banks and branches will be open the preceding Friday. For holidays falling on Sunday, all Federal Reserve offices will be closed the following Monday.



# ACH CREDIT/DEBIT AUTHORIZATION FORM

I (we) authorize (company name) hereby known as "The Company", to initiate entries to my checking/savings accounts at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited in error. This authority will remain in effect until (company name) is notified by me (us) in writing to cancel it in such time as to afford The Company and The Financial Institution a reasonable opportunity to act on it.

---

(Name of Financial Institution)

---

(Address of Financial Institution – Branch, City, State & Zip)

---

(Signature)

(Date)

---

(Name – PLEASE PRINT)

---

(Address – PLEASE PRINT)

Set Amount:\_\_\_\_\_ Maximum Amount:\_\_\_\_\_

Checking/Savings Account Number:\_\_\_\_\_

Financial Institution Routing Number:\_\_\_\_\_

**\*\*PLEASE ATTACH A VOIDED CHECK WITH THIS FORM\*\***



# WIRE TRANSFER AGREEMENT



This agreement between the 1st National Bank and the Client and its authorized agents (hereafter "Client") governs origination and receipt of wire transfers on behalf of the Client. The terms of this agreement are construed in accordance with the laws of the United States when applicable and with the laws of the State of Ohio (hereafter, "State"). Should these related laws be amended, this agreement shall be deemed amended to the extent necessary to comply. Unless otherwise defined, terms used in this agreement shall have the meanings provided in the State Uniform Commercial Code, Article 4A. This agreement, along with agreements related to accounts used for wire transfers, supersedes any prior agreements between the Bank and the Client and shall also be binding upon the Client's heirs, representatives, and successors. In the event of any inconsistency between this agreement and the account agreement with respect to wire transfers, this agreement shall govern. If any part of this agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.

**1. Client Liability :** The Client shall be liable to the Bank for and shall indemnify and hold the Bank harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by the Client or any other person acting in the client's behalf, including without limitation; a) a breach by the Client of any provision of this agreement; b) the Bank's debiting or crediting of the account of any person as requested by the Client; and c) the failure to act or the delay by any financial institution other than the Bank. Any written notice to the Bank by the Client must be hand delivered or sent by U.S. mail or express carrier to the branch listed at the bottom of this agreement.

**2. Bank Liability:** The Bank shall be responsible only for performing the funds transfer services provided in this agreement and shall be liable only for its negligence or willful misconduct in performing these services. The Bank shall not be liable for acts or omissions by the Client or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, and any beneficiary, none of which shall be deemed the Bank's agent. Without limitation, the Bank shall be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes, or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from delaying or failing to execute a transfer if it would result in the Bank's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities. In no event shall the Bank be liable for any



# WIRE TRANSFER AGREEMENT



consequential, special, punitive, or indirect losses or damages incurred relating to this agreement including, without limitation, subsequent wrongful dishonor resulting from the Bank's acts or omissions. Any liability of the Bank for loss of interest resulting from its error or delay shall be calculated using a rate equal to the Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. Payment will be made by crediting the appropriate account involved in the funds transfer.

**3. Reconciliation:** All transfers will appear on the Client's regular account statement. It is the Client's obligation to examine the statement for any discrepancy concerning any payment order. If the Client fails to notify the Bank of any such discrepancy within fourteen (14) days after the Client receives the statement or other sufficient information to detect such discrepancy, the Bank shall not be liable for and the Client shall indemnify and hold the Bank harmless from any loss of interest with respect to the payment order and any other loss which could have been avoided had the Client given such notice. If the Client fails to notify the Bank within two (2) months after receiving the statement, the Client is precluded from any claim against the Bank.

**4. Security Procedure and Transfer Requests:** The Bank and the Client have agreed to any security procedure option(s) selected below and the format requirements as shown on the Bank's current Wire Transfer Request form for each transfer request. Clients will call in transfer requests in accordance with the Agreement, the option checked below will be used for verification purposes. In some cases the Bank may take additional actions to those selected to verify the identification of the Client or its agent, or to detect an error in the transmission or content of the transfer request. Provided the Bank complies with the security procedure selected by the Client, the Client shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by the Client. If the Bank does not follow the agreed security option, but can prove the transfer request was originated by the Client, the Client will still be liable for the transfer amount plus transfer fees. The Client authorizes the Bank to record electronically or otherwise any telephone calls relating to any transfer under this agreement.



# WIRE TRANSFER AGREEMENT



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## SECURITY PROCEDURES

☐ **Option 1 - Personal ID Number (PIN)**

Each transfer request to the Bank by any means shall be accompanied by the following personal identification number: **PIN** \_\_\_\_\_

☐ **Option 2 - Callback Password**

Upon receiving a transfer request, the Bank shall telephone the Client at the following phone number to receive final verification by requesting the current "password".

**Callback Password:** \_\_\_\_\_ **Callback Phone Number:** \_\_\_\_\_

☐ **Option 3 - Signature Comparison AND one of the following**

**Personal Identification Number (PIN)** \_\_\_\_\_

OR

**Callback Password:** \_\_\_\_\_ **Callback Phone Number:** \_\_\_\_\_

Signature will be compared to that appearing below or to picture identification. If PIN is selected, each transfer request to the Bank shall be accompanied by the above PIN. If Callback Password is selected, upon receiving a transfer request, the Bank shall telephone the Client at the above Callback Phone Number to receive final verification by requesting the current "password".

**5. Processing Wire Transfers:** The Bank shall process transfer requests based solely upon information received from the Client. At the time the Bank executes a wire transfer or internal transfer, the Client agrees to pay the Bank with available funds on deposit for the amount of the wire plus the current Wire Transfer Fee as listed in the Bank's fee schedule. If the Client fails to pay in accordance with this agreement, the Bank shall be entitled to request cancellation of the transfer, or to undertake any other legal means to collect the amount of the transfer if unable to cancel, including exercise of right of offset as detailed in the Bank's Deposit Agreement.





# WIRE TRANSFER AGREEMENT



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**6. Errors and Rejections by Bank:** If a wire transfer request indicates an intermediary bank or a beneficiary's bank inconsistently by name and identifying number, execution of the request might be based solely upon the number, even if the number identifies a bank different from the named bank or a person who is not a bank. If a wire transfer request describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank based solely upon the account number, even if the account number identifies a person different from the named beneficiary. Client's obligations shall not be excused in these circumstances. The Bank shall reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, and/or other requirements set forth in this agreement, such as availability of funds on deposit. The Bank may reject, except when prohibited by law, at its sole discretion any transfer request it receives from the Client for any reason. The Bank shall notify the Client of the Bank's rejection of the transfer request by telephone, electronic message, or U.S. mail. The Bank will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). If any transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Bank shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to the Bank. The Bank shall have no liability to the Client as a result of the Bank's rejection of any transfer request or internal transfer if it complies with the terms of this agreement.

**7. Rejection of the Bank's Transfer Request:** If the Bank receives notice that a wire transfer transmitted by the Bank has been rejected, the Bank shall notify the Client of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. The Bank will have no further obligation to transmit the rejected wire transfer if it complied with this agreement with respect to the original transfer request.

**8. Cancellation and Change by Client:** The Client shall have no right to cancel or amend any transfer request after received by the Bank; however, the Bank shall use reasonable efforts to act on a cancellation or change request as long as it is received from the Client or its authorized agent in accordance with the security procedures set forth in this agreement. The Bank shall have no liability if the cancellation or change is not affected.



# WIRE TRANSFER AGREEMENT



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**9. Amendments, Assignment, and Termination of Agreement:** The Bank shall be entitled to amend this agreement at any time which will become effective immediately upon the Client's receipt of notification or upon a later date specified in such notification. The Client may amend the "fill-in" portions of this agreement at any time by completing a new agreement. Such amendments will not be effective until presented to and signed by the Bank. The Client may not amend other portions of this agreement without the Bank's prior written consent. The Client may not assign this agreement to any other person or entity without the Bank's prior written consent, at which time a new agreement will be established. Either the Bank or the Client may terminate this agreement at any time by giving written notice to the other party. Termination by the Bank shall be effective immediately upon the Client's receiving written notice. Termination by the Client shall be effective the second business day following receipt of written notice. Any termination shall not affect any obligations occurring prior to termination.

**10. Authorization:** The Client represents and warrants that the accounts listed below are owned entirely by the within-named Client, and are hereby authorized to be charged as instructed by the Client for wire transfers and related fees:

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

(Authorization and Signatures continued on next page)



# WIRE TRANSFER AGREEMENT



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The Client hereby authorizes the following individuals as agents for purposes of authorizing wire transfer requests on behalf of the Client. These agents shall remain authorized until the Client notifies the Bank in writing of revocation of any agent's authorization. Other individuals can be authorized only by adding them to this agreement or by completion of a new agreement with the Bank. Changes in authorized agents by the Client shall be effective the funds transfer business day following receipt of written notice or a new agreement.

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

## Client

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

## Notary (Bank Representative must witness the Client signature or a notary is required)

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me, \_\_\_\_\_, proved to me on the basis of satisfactory evidence to the person whose name is subscribed to on this instrument, and acknowledge that he/she executed the same.

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

