

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

WHEREAS, Customer desires Bank to provide it with certain business ebanking services, pursuant to the terms and conditions provided herein:

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

1. GENERAL

The Business eBanking services to be provided by Bank to Customer, consist of access to a secured Business eBanking service (“Service”) that permits Customer to obtain certain account information reporting, electronic funds transfer services, and other account maintenance functions, by means of a computer relative to accounts on attached schedule. These services shall collectively be known as “Business eBanking”, but hereinafter will be referred to as “Services”. Services are provided by the Bank for access and use by Customer. Fidelity EPayments Solutions Inc. is the sole owner and licensor for the Service and has granted the Bank the right to sublicense the Service to customers.

2. USE OF SERVICE/LIMITED SUBLICENSE

Bank hereby grants to the Customer a sublicense for use of the Service on a computer(s), subject to the terms and conditions set forth in this Agreement. Customer acknowledges and agrees that the Service and Service documentation is valuable, confidential, and proprietary property and agrees not to transfer, distribute, copy, reverse, compile, modify, or alter the Service or the Service documentation.

3. TERM

This Agreement is effective from the date the Service is accessed by Customer and shall remain in force until termination.

4. DISCLAIMER OF WARRANTY

No warranties with respect to the Service are made by said Bank nor does it warrant that the Service will meet specific requirements of the Company. Neither the Bank or Fidelity ePayments Solutions Inc. makes any warranty of any kind, either express or implied with respect to the use of the Service. Bank and Fidelity ePayments Solutions Inc. disclaim any and all implied warranties of merchantability and fitness for a particular purpose. The Customer assumes the entire risk as to the quality and performance of the Service and documentation.

LIMITATION OF LIABILITY

- a. The Bank’s entire liability and the Customer’s exclusive remedy with respect to the Bank’s disclaimer of warranty is limited to the replacement of any diskette that is returned to the Bank.

- b. In no event shall Bank or Fidelity ePayments Solutions Inc. be liable to Customer for any damages, including lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use the Service and documentation, or for any claim by another party.
- c. The Customer shall be solely responsible for protecting against unauthorized access to the Service through the use of physical security, passwords and other security procedures. The Bank will be held harmless for processing any request received by Customer.
- d. Where the Customer has access to funds transfer of the Services, which include Wire Transfer, ACH Transfer or Book Transfer, Bank will only accept transfer requests upon proper execution of security procedures that are entirely within Customer's control. Bank may consider funds transfer requests received from Customer as having been authorized by the Customer, and the Bank shall be held harmless for executing any transfer.
- e. Where the Customer elects to execute Stop Payment requests through the Service, the Bank agrees to enter the Stop Payment to its main computer system within a reasonable period of time after receiving the request. Prior to requesting a Stop Payment, the Customer should first verify that the item has not already been posted to their account. If a stopped item has already been paid prior to the Bank's entry of the request, then the Bank shall not be liable for any loss incurred by the Customer arising from the event.

6. FEES

There are general access fees for the Service and applicable fees for certain transaction types, e.g., Stop Payments, Wire Transfers, ACH Transactions, and Tax Payments, which are covered under the Bank's attached Schedule of Common Fees.

7. FUNDS TRANSFER SERVICE

In addition to account information reporting, the Customer may request access to certain Funds Transfer Services as described below. Funds transfers are available during specific business hours as described in the attached schedule. Customer must specify Customer Representative authorities per transaction type. If the Customer, or any of its authorized representatives, use the Funds Transfer Services described, the following condition(s) shall apply:

Wire Transfer—The Customer acknowledges that the Wire Transfer feature of the Service is an alternate entry system for issuing Wire Transfer orders between the Customer and the Bank. A separate Wire Transfer Agreement between the Customer and the Bank is required. This Wire Transfer Agreement shall govern the acceptance and liability for all Wire Transfer Requests.

ACH Transactions—The Customer acknowledges that the ACH Transaction feature of the Service is an alternate entry system for issuing ACH transaction orders between the Customer and the Bank. A separate ACH Origination Agreement between the Customer and the Bank is required. This ACH Origination Agreement shall govern the acceptance and liability for all ACH Transactions originated by the Customer.

Tax Payments—The Customer acknowledges that the Tax Payments feature of the Service is an alternate entry system for issuing EFTPS tax payment orders between the Customer and the Bank. A separate Tax Payment Origination Agreement between the Customer and the Bank may be required if Customer has not already entered into a comprehensive ACH Origination Agreement with the Bank. If applicable, this Tax Payment Origination Agreement shall govern the acceptance and liability for all Tax Payments originated by the Customer.

8. STOP PAYMENT SERVICES

The Customer acknowledges that the Stop Payment feature of the Service is an alternate entry system for issuing Stop Payment Orders. When utilizing this feature, Customer warrants that the information describing the check or draft, including the check or scheduled transfer date, its exact amount, the check number and payee, is correct. Customer acknowledges that the exact amount of the check or draft is required, and if the incorrect amount or any other incorrect information is provided, the Bank will not be responsible for failing to stop payment on the item. Customer agrees that the Stop Order must be received by the Bank within a reasonable time for the Bank to act on the order prior to final payment of the check, or if an ACH/EFT transfer, at least three (3) business days preceding the scheduled date of the pre-authorized ACH/EFT. A Stop Payment Order received by the Bank using this service will be accepted as if it were in written form, will be effective for six (6) months only, and will expire automatically at that time, without further notice, unless specifically renewed prior to expiration.

9. AVAILABILITY OF SERVICES

All services are available during specified business hours as described in the attached schedule. Access to services regardless of availability requires a company representative access schedule and specific services may require a separate service agreement. The company representative access schedule shall include and serve as the company's sole administrator, which will bear responsibility of maintaining that company's client user id's and access levels; which are not to exceed the company's agreed upon access levels and amounts as defined in the attached schedules.

10. MISCELLANEOUS

- a. **Agreement.** This Agreement, together with addendums, schedules, other written agreements, and applicable Bank rules and regulations represents the entire understanding of the parties relating to the subject matter herein and supercedes all prior communications between us about the subject matter. If any option of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect.
- b. **License.** Customer agrees not to sublicense, assign or transfer this license or the Service except as expressly provided in this Agreement.
- c. **Governing Law.** This Agreement is governed by the Laws of the State of Indiana (except where Federal law governs the copyrights and trademarks of Fidelity ePayments Solutions Inc. and the successors it assigns).
- d. **U.S. Law.** It shall be the responsibility of the Company that the origination of transactions complies with U.S. law and that no transactions are being sent to or payments received from suspected terrorists or terrorists on the OFAC list.

- e. **Account Agreement.** The Rules and Regulations of Company's Commercial Account and any ACH Agreement with Bank are hereby incorporated by reference. If any inconsistency exists between the Rules and Regulations and the terms and conditions contained in this Agreement, the terms and conditions supercede the Rules and Regulations or any prior Agreement with Customer relating to these services. If any inconsistency exists between the ACH Agreement and the terms and conditions contained in this Agreement, the ACH Agreement supercedes the terms and conditions of this Agreement with Company relating to these services.
- f. **Amendments.** From time to time the Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in the Financial Institution's notice to the Company.
- g. **Force Majeure.** The Financial Institution shall not be liable for, or in connection with, any failure or delay in performance due wholly or partly to any strike, lock out or industrial disturbance at or affecting Financial Institution's premises, or to any contingency whatsoever beyond its control (e.g., flood, fire, etc.) which prevents or hinders Financial Institution from performing the services as provided for under the Agreement.
- h. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- i. **Waiver.** The delay or omission by the Financial Institution or the Company in exercising rights under this Agreement, or the failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party, shall not be deemed a waiver of any terms, covenants or conditions of this Agreement, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all times or any other time.
- j. **Termination.** The Financial Institution or Company may terminate this Agreement at any time or upon termination of the software license agreement between Bank and Fidelity ePayments Solutions Inc. Such termination shall be effective on the fifth business day following the day of receipt of written notice of such termination or such later date as in specified in that notice. If the customer fails to comply with the terms and conditions of this Agreement, and termination enacted or enforced by Bank, such termination shall be effective immediately without prior written notice. The Customer agrees to return any and all written and electronic documentation related to the Service to the Bank, upon termination. The Customer shall retain no copies in any form. The provisions of this Agreement that protect the proprietary rights of Fidelity ePayments Solutions Inc. and the Bank will continue in force after termination. Any termination of this Agreement shall not affect any of the Company's obligations arising prior to such termination. The indemnification and liability provisions of the Agreement will survive any such termination.
- k. **Assignment.** This Agreement is binding upon and inures to the benefit of the party's successors in interest and permitted assigns. The Company shall not assign this Agreement nor any moneys due or to become due hereunder, without the prior written consent of Financial Institution. Any assignment or attempted assignment made without such consent of Financial Institution shall be void as to, and shall not affect any of the Company's obligations arising prior to such assignment.

11. SIGNATURES

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

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

Company: _____

Officer Signature: _____

Officer Name: _____

Title: _____ Date: _____

eMail: _____

Phone: _____ Fax: _____

Financial Institution: Bloomfield State Bank

Officer Signature: _____

Officer Name: _____

Title: _____ Date: _____

Bloomfield State Bank
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BLOOMFIELD STATE BANK

BUSINESS EBANKING
CUSTOMER AGREEMENT

PROCESSING SCHEDULE

All transaction(s) must be submitted to Bloomfield State Bank by the cut off times noted below to allow processing on the Effective Entry date:

DEADLINES		
Delivery Method	Earliest (ET)	Latest (ET)
eMail Messages	8:00 am	5:00 pm *
Stop Payments		4:00 pm *
BSB Deposit Account to BSB Deposit Account Transfer *		6:00 pm *
BSB Deposit Account to BSB Loan Payment *		6:00 pm *
BSB Loan Advance to BSB Deposit Account *		6:00 pm *
Wire Transfer	8:00 am	1:00 pm
Tax Payment	8:00 am	1:00 pm

* notes SAME banking day processing and hours could be changed without prior notification. BSB is abbreviation for Bloomfield State Bank. All times are Eastern Time Zone (EDT/EST).

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

* Single entry reversals and corrections may be submitted for original entry effective date by 12:00 p.m. one business day prior to effective date. Electronic transmission includes fax. All times are Eastern Time Zone (EDT/EST).

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

* Single entry reversals and corrections may be submitted for original entry effective date by 12:00 p.m. two business days prior to effective date. All times are Eastern Time Zone (EDT/EST).

Our banking days include all days except Saturdays and Sundays and the following standard holidays in addition to the regular Federal Reserve Bank schedule of holidays:

STANDARD BANK HOLIDAYS		
Holiday	2009	2010
New Year's Day	January 1, 2009	January 1, 2010
Memorial Day	May 25, 2009	May 31, 2010
Independence Day	July 4, 2009	July 5, 2010
Labor Day	September 7, 2009	September 6, 2010
Veteran's Day	November 11, 2009	November 11, 2010
Thanksgiving Day	November 26, 2009	November 25, 2010
Christmas Day	December 25, 2009	December 25, 2010

BLOOMFIELD STATE BANK

BUSINESS EBANKING
CUSTOMER AGREEMENT

AUTHORIZATION AGREEMENT FOR ACCOUNTS SCHEDULE

Company hereby provides authorization for transmission of account information on the following accounts. This schedule identifies the Company Account to which settlement should be applied for origination of entries or settlement of return entries. In the case of Cash Concentration entries, this schedule may clearly define the accounts to be swept, the frequency of scheduled transfers or other information specific to the activity of the accounts. Unless otherwise stated and accounts specifically listed, access to company's entire account portfolio will be granted.

Company Name _____ Company ID Number _____

Account Information			
	Account Number	Account Title (Alias)	Orig. / Return / Fee / Misc. Info
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

AGREEMENT OF DOLLAR LIMITS for ADDITIONAL SERVICES SCHEDULE

Company hereby agrees to abide by the following dollar limits for the listed transaction types. If any transaction transmitted does not have an adequate balance(s) to meet the transaction amount, the company acknowledges that the Bank is not obligated to complete the transaction as ordered.

Wire Transfers			
Service	Maximum File Value	Maximum Entry Value	Maximum Frequency
Credit Origination			
Debit Origination			
Overall (or Settlement)			
ACH Transfers			
Service	Maximum File Value	Maximum Entry Value	Maximum Frequency
Credit Origination			
Debit Origination			
Overall (or Settlement)			
Tax Payments			
Service	Maximum File Value	Maximum Entry Value	Maximum Frequency
Credit Origination			
Debit Origination			
Overall (or Settlement)			

Signature (Print Name)

Title Date

Business eBanking Customer Representative Access Form (Admin)

Date: _____ Company: _____

First Name: _____ Last Name: _____

Title: _____ Dept: _____

User ID: _____ **Email Address:** _____

SSN: _____ DOB: _____

Company Representative Name: _____

Authorized Signature: _____

Transaction Type	Allow Access	Require Dual Security	Create Limit	Allow Verify	Verify Limit
Example	Y	Y	\$999,999,999.0	Y	\$999,999,999.00
Account Alerts		N/A	N/A	N/A	N/A
Account Reconciliation		N/A	N/A	N/A	N/A
Account Transfer					
ACH Batch					
ACH Transaction					
Bill Payment		N/A	N/A	N/A	N/A
Change Customer Profile			N/A		N/A
Check Order Request		N/A	N/A	N/A	N/A
Check Reprint		N/A	N/A	N/A	N/A
Activity Log		N/A	N/A	N/A	N/A
Customer Profile		N/A	N/A	N/A	N/A
Item Correction Request		N/A	N/A	N/A	N/A
Loan Principal Payment					
Loan Payment					
Manage Reps		N/A	N/A	N/A	N/A
Messages			N/A		N/A
New Linked Accounts		N/A	N/A	N/A	N/A
Positive Pay		N/A	N/A	N/A	N/A
Rep Authority Templates		N/A	N/A	N/A	N/A
Scheduled Transactions		N/A	N/A	N/A	N/A
Send Files			N/A		N/A
Send Positive Pay Files			N/A		N/A
Snapshot History Request		N/A	N/A	N/A	N/A
Statement Reprint		N/A	N/A	N/A	N/A
Stop Payment			N/A		N/A
Tax Payment					
Use Templates		N/A	N/A	N/A	N/A
User Forms		N/A	N/A	N/A	N/A
View All Activity		N/A	N/A	N/A	N/A
View Exceptions		N/A	N/A	N/A	N/A
Wire Transfer					
Work Template		N/A	N/A	N/A	N/A