

Agreement for Electronic Banking

THIS AGREEMENT IS MADE THIS ____ day of _____, 20 ____, by and between _____ (The "Company") and FIRST STATE BANK OF BLAKELY (The "Bank").

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, inconsideration of the mutual promises contained herein, it is agreed as follows:

1. The Bank will transmit the credit and debit entries, limited to PPD, initiated by the Company to the ACH as provided in the NACHA Rules, as in effect from time to time (the "Rules") and this Agreement.
2. 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)
3. The Company will comply with the Rules insofar as applicable. The specific duties of the Company provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking.
4. The Company will obtain written authorizations for consumer entries in accordance with ACH Rules and U.S. law and shall retain the original or a microfilm record for two (2) years after termination or revocation of such authorization.
5. The Company will provide computer readable information on the mutually agreed upon medium and in the format specified within the NACHA Rules.
6. Each entry or file shall be delivered to the Bank's Processing Control in accordance with the processing schedule set forth in the attached Schedule.
7. The Company will provide immediately available funds to cover any credit entry initiated by it not later than Settlement Date applicable thereto.
8. The Company will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.
9. If the Company discovers any entry it has initiated was in error, it may notify the Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the Bank will utilize its best efforts to initiate and adjusting entry or stop payment of any "on-us" credit entry within the time limits provided by the Rules. If such notice from the Company is received after the time provided above, the Bank will utilize its best efforts on behalf of the Company.

10. In the event any entries are rejected by the ACH for any reason whatsoever, it shall be the responsibility of the Company to remake such entries: provided, however, that the Bank shall remake such entries in any case where such rejection by the ACH was due to mishandling of such entries by the Bank and sufficient data is available to the Bank to permit it to remake such entries. The Company shall retain and provide the Bank on request all information necessary to remake any file of entries for three (3) days after midnight of the Settlement date.
11. The Company will promptly provide immediately available funds to indemnify the Bank if any debit entry is rejected after the Bank has permitted the Company to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by the Bank.
12. The Company will indemnify the Bank if the Bank incurs any loss or liability on account of the breach, with respect to any entries initiated by the Company, of any of the warranties of an Originating Bank contained in the Rules, except due to the Banks own negligence.
13. The Bank has the right to terminate or suspend the Agreement for breach of the Rules. The Bank has the right to audit the Company's compliance with the Agreement and with the Rules.
14. 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 1) liability for its own negligence or willful misconduct; and 2) the amount recoverable by the Bank from the ACH, or any third party pursuant to the Rules or any indemnity agreement.
15. This Agreement is terminable on ten days written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any entries initiated by the Company prior to such termination.

First State Bank of Blakely will not be liable for any unauthorized debit activity since the Company will be authorizing all debit activity and ensuring each debit authorization is signed by the customer (or company) or authorized through an electronic means such as a PIN. First State Bank of Blakely will assume no liability in the case of unauthorized debits and will incur no monetary loss.

SCHEDULES ATTACHED HERETO:

Attachment 1). Processing & Holiday Schedule

Attachment 2). Fee Schedule

IN WITNESS WHEREOF, the undersigned have duly executed the Agreement by their duly authorized officers.

Company Name

FIRST STATE BANK OF BLAKELY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1: ACH Processing Schedule

All ACH transactions must be submitted to First State Bank of Blakely by 4:00 p.m. to allow processing on the Effective Entry date:

Our banking days include all days except Saturdays and Sundays and the following standard holidays that are observed by Federal Reserve Bank in Atlanta:

New Year's Day
Martin Luther King Jr.
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Reminder for Processing ACH Transactions:

Commercial Credits require deposit to the ACH Operator two days prior to effective date. Commercial Debits require deposit to the ACH Operator one day prior to effective entry date.

Attachment 2: Fee Schedule

Regular Monthly Fees

Debit items originated \$.02 each

Reversing/correcting debit items originated \$.02 each

(Handling manually or on extended schedule

Credit items originated \$.02 each

Reversing/correcting debit items originated \$.02 each

(Handling manually or on extended schedule

Per file origination fee \$ 2.00

Prenote items originated per file \$ 2.00

Addenda records originated \$ 2.00

Return items and Notification of change received \$ 1.50