

2010-2011 ERO QIK AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, by and between Citizens Bank Company, an Ohio banking entity ("Bank"), having its office located at 303 Howard Drive, Sandusky, Ohio 44870 and _____ ("ERO"), having a place of business _____.

Insert MAILBOX #: _____

WITNESSETH:

WHEREAS, Bank is in the business of offering QIK Funds ("QIK's") to individuals whose income tax returns are filed electronically with the Internal Revenue Service ("IRS") and who are entitled to a tax refund and QIKs to those customers of ERO who select such a service and meet the Bank's qualifications for the QIKs ("Qualified Customers"); and

WHEREAS, ERO desires to utilize the services of Bank to provide QIKs to Qualified Customers:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

ERO will electronically file prepared returns to the IRS. Upon receipt of an accepted acknowledgment from the IRS for an electronically filed return by the ERO for a Customer who has requested a QIK from Bank, the ERO will transmit the QIK request and fee information to Bank. If a QIK is requested, Bank will issue an acknowledgment record and upon receipt of a direct deposit from the IRS, transmit a check print record to the ERO, QIK Card, or issue a direct deposit to the Qualified Customer's checking account.

FORM 1040, 1040A, 1040EZ

ERO will be responsible for the completion of the IRS Form 1040, 1040A or 1040EZ for Qualified Customers, which shall include: a.) the routing transit number of Bank; b.) the deposit account number for the Qualified Customer used by Bank; and c.) the designation of the type of account with Bank as a "Checking" account.

MATERIALS

At the time a Qualified Customer applies for a QIK, ERO will provide the Qualified Customer with a copy of the completed QIK Account Application and Agreement (the "QIK Agreement") and copies of all disclosures and informational materials furnished by the Bank to be provided to the Qualified Customer.

QIK DATA AND DOCUMENTATION

Transmittals. Within twenty-four (24) hours after a ERO receives a completed tax return from a Qualified Customer who has requested a QIK, ERO will transmit such tax return to the IRS and direct the IRS to deposit the Qualified Customer's tax refund with Bank.

Identification of Taxpayer. Prior to transmitting a request for a QIK to Bank, ERO shall examine and obtain evidence of personal identification of the Qualified Customer, of which shall contain a photograph of the Qualified Customer to insure accurate information and identification of the

Qualified Customer. ERO shall also verify the signature of the Qualified Customer by having the Qualified Customer sign the QIK and then comparing that signature with the signature of the Qualified Customer on the social security verification or forms of identification. *ERO shall also verify that the primary filer's name on the Qualified Customer's 2010 Form 1040EZ, 1040A, or 1040 matches exactly the name listed on the social security verification or forms of identification.*

ERO will not transmit to Bank a QIK request for any Qualified Customer if: a.) the Qualified Customer's identification and, social security number were not correctly verified; b.) the Qualified Customer's signature was not correctly verified; c.) the IRS Form 8879 is incomplete in any way; d.) the Qualified Customer's name, address and social security number on the IRS form 8879 do not match the name, address and social security number on the Qualified Customer's IRS Form 1040EZ, 1040A, or 1040; e.) the direct deposit information on IRS Form 1040EZ, 1040A or 1040 does not direct the IRS to deposit the Qualified Customer's tax refund with Bank; or f.) the QIK Agreement is incomplete in any way.

Retention of Documents. ERO will retain, for each Qualified Customer applying for a QIK, the original QIK Agreement, a copy of the IRS Form 8879, all IRS Form W-2s and 1099Rs, evidence of identification of the Qualified Customer, and all voided and mutilated checks, and, upon the request of Bank, provide such data and materials to Bank. ERO will file all original IRS Forms 8879 and maintain such file for a period no less than seven (7) years. ERO will also return all 2011 voided, mutilated and unused Subsequent Check, as defined below, to NTS Services Corp, d/b/a ATLAS Financial Services by October 31, 2011 and will file all voided, mutilated and unused Subsequent Checks, as defined below, to NTS Services Corp, d/b/a ATLAS Financial Services, d/b/a ATLAS Financial Services, 205 Enterprise Drive, Pekin, Illinois 61554, by the day after the date appearing on the Subsequent Checks after which such Subsequent Checks will not be valid or, if there is no such date on the Subsequent Checks, by October 31, 2011. All checks will be returned by an overnight or express delivery service through which the location of the package containing the checks can be tracked.

FEES AND SETTLEMENT

Bank will withhold from the proceeds from the IRS direct deposit, if the Qualified Customer has only a QIK, its fee for the QIK and any other fees due to the Bank, ERO or ERO's Service Bureau (the "Service Bureau") including, without limitation, electronic filing fees, processing fees, tax preparation fees, Service Bureau fees and additional handling fees ordinarily charged. Bank will transmit any fees due to ERO by an ACH credit to an account designated by ERO on a weekly basis. If instructed by ERO, Bank will transmit any Service Bureau fees directly to the Service Bureau.

If ERO has an outstanding invoice from Bank or NTS Services Corp, d/b/a ATLAS Financial Services, d/b/a ATLAS Financial Services, which provides the software to ERO to participate in the QIK program, that is more than sixty (60) days past due ("Invoice"), ERO irrevocably agrees and authorizes Bank to deduct, the amount of the Invoice from amounts due from Bank to ERO for fees withheld from QIKs on ERO's behalf or fees dues from Bank to ERO.

Unless authorized by this Agreement, ERO may not charge a Qualified Customer who applies for a QIK a fee for its services different than it would otherwise charge such customer if such customer did not apply for a QIK. ERO shall charge normal and customary fees in its market area for preparing, processing and electronically filing tax returns for Qualified Customers. Bank will not be liable to

ERO or the Service Bureau under this Agreement for the collection of any fees from the Qualified Customer. ERO will be liable for fees charged by the Service Bureau if Bank is not able to collect or transmit such fees to the Service Bureau.

PRACTICES OF ERO

In offering QIKs to Qualified Customers, ERO will: a) avoid inappropriate practices involving consumer protection, anti-discrimination, or disclosure requirements; b) implement appropriate procedures to safeguard personal information regarding Qualified Customers and to comply with the requirements of the paragraph on “Confidentiality and Nondisclosure” below; c) fully disclose to all Qualified Customers all fees that will be charged for a QIK that would not be charged for only an electronically filed tax return; and d) train all employees regarding the duties and responsibilities in providing QIKs, including full disclosure and responsible selling practices.

RESPONSIBILITIES OF ERO

ERO shall be responsible for the performance of the following acts a.) compliance with IRS procedures; b.) transmission of tax returns to the IRS and obtaining information relating to the acceptance or rejection of the returns; c.) filing of Form 8879; d.) compliance with the QIK procedures of Bank; e.) retention of records, including evidence of identity and social security verification of Qualified Customers; f.) provision of records to Bank upon request; g.) returning all voided, mutilated, and unused checks to NTS Services Corp, d/b/a ATLAS Financial Services as provided in the section on “retention of Documents” above; h.) assisting Qualified Customers in contacting the IRS to determine the status of tax returns and refunds; complying with all applicable laws, rules and regulations which require ERO to obtain a license or be registered in order to offer QIKs; and i.) Control, accounting and maintenance of all checks provided to ERO by check number as set forth on Exhibit “1” attached hereto and incorporated herein and as supplemented during the term of this Agreement. **Bank reserves the right to charge a processing fee of ten dollars (\$10.00) per check for each check that is processed out of check number order.**

RESPONSIBILITIES OF BANK

Bank shall be responsible for the performance of the following acts: a.) QIK Agreements for QIKs submitted to Bank by the ERO; b.) providing QIKs to Qualified Customers; c.) providing documentation and procedures for administration of QIKs and d.) NTS Services Corp, d/b/a ATLAS Financial Services will provide the distributing of checks to ERO to be used to disburse QIK refunds to Qualified Customers. With respect to checks that are distributed to ERO, NTS Services Corp, d/b/a ATLAS Financial Services shall distribute a supply of checks for use from the date in 2011 that the IRS begins accepting tax returns, through and including June 30, 2011 (the “Initial Checks”) which will reflect and legend that such checks are not valid if they are issued after a date or time specific. After June 30, 2011, NTS Services Corp, d/b/a ATLAS Financial Services shall distribute checks to ERO as needed to disperse refunds received for QIKs after June 30, 2011 (the “Subsequent Checks”) and such checks may bear a legend that such checks are not valid if issued after a date determined by Bank in its sole discretion, which date shall not be later than October 31, 2011.

EXPENSES

Each party will bear all expenses connected with the performance of its obligations under this Agreement, and neither party will have the right to incur any expense or liability on behalf of the other party without that party’s prior written consent.

INDEMNIFICATION

Indemnification by ERO. ERO will indemnify, hold harmless and reimburse Bank and its respective officers, directors, and employees, for all expenses and costs, including but not limited to reasonable attorney's fees, judgments, penalties, payments of other direct expenses and payments in settlement or other disposition of, or in connection with any claims, disputes, controversies or litigation with respect to any fees charged by ERO, any wrongful acts or failure to act by ERO, or for the violation of any laws, rules or regulations in connection with the electronic filing of tax returns or the origination of QIKs. Without limiting the generality of the previous sentence, ERO shall reimburse Bank for all losses and hold the Bank harmless from any suits, demands or claims relating to checks that are distributed to ERO that are lost, stolen or fraudulently issued. Upon written demand by Bank, ERO shall reimburse Bank for the face amount of any check, ACH or QIK Card that Bank determines was fraudulently issued and which Bank reasonably attempts to return to the depository bank, if the depository bank refuses the return of the check or if the depository bank files any suit to recover the amount of the check from Bank, together, with expenses, including interest and reasonable attorney's fees, incurred by Bank relating to such check.

Indemnification by Bank. Bank will indemnify and hold harmless ERO, its officers, directors, and employees, for all expenses and costs, including but not limited to reasonable attorney's fees, judgments, penalties, payments of other direct expenses and payments in settlement or other disposition of, or in connection with, any claims, disputes controversies or litigation with respect to any wrongful acts or failure to act by the Bank or the violation of the Federal Truth in Lending Act and Regulation Z of the Federal Reserve Board or any other laws, rules or regulations in connection with the Bank's processing and administration QIKs. Bank shall have the right to modify any forms provided to ERO in order to comply with such laws, rules or regulations.

COMPLIANCE WITH LAWS

The parties hereto agree that they will comply with all federal, state, county and local laws, ordinances, codes and regulations in the performance of their respective obligations under this Agreement.

NOTICE OF CLAIM

In the event that either the Bank or ERO receives any claim or demand or becomes subject to any suit or proceeding in which a claim may be made against the other party, the party receiving notice will give prompt written notice thereof to the other party, and such other party shall be entitled to participate in the settlement or defense thereof.

STATUS OF THE PARTIES

In performing their respective responsibilities pursuant to this Agreement, Bank and ERO are in the position of independent contractors. This Agreement is not intended to create, nor does it create and will not be construed to create the relationship of a partnership, joint venture or an association for profit between Bank and ERO.

CONSUMER CREDIT REPORT

The person signing this Agreement on behalf of ERO hereby authorizes Bank, Atlas Financial Services or any applicable third party vendor, to obtain a consumer credit report on him or her at any time during the term of this Agreement. In addition, if ERO is a corporation, Limited Liability Company or partnership, an Authorization to Obtain Consumer Credit Report in the form attached to this Agreement as Attachment A must be attached to the Agreement for the following individuals (“Principals”):

- a. If ERO is a corporation, any owner of ten percent (10%) or more of the outstanding stock of ERO and the Chief Executive Officer of ERO;
- b. If ERO is a limited liability company, any owner or a ten percent (10%) or greater ownership interest and any manager; or
- c. If ERO is a partnership, any general partner.

CONFIDENTIALITY AND NONDISCLOSURE

The parties hereto agree that they will reveal confidential information only to those of their respective directors, officers or employees who are engaged in the implementation of policies, programs or procedures with regard to the electronic filing of tax returns, QIKs. Each party agrees not to use confidential information, nor to disclose confidential information to any third party, except as may be necessary for that party to perform its obligations pursuant to this Agreement, as may be agreed upon by the parties, or as required by law. Confidential information includes, but is not limited to, all information relating to customers who apply for QIKs and all forms and procedures relating to QIKs. Except as otherwise provided by law or agreed to by the parties in writing, neither party shall disclose the terms of and conditions of this Agreement.

TERM

Subject to the provisions set forth below under Termination, this Agreement shall be in effect from the date of this Agreement through and including October 31, 2011. QIKs will be offered by Bank from the date in 2011 that the IRS begins accepting tax returns through and including October 15, 2011, with funding ending October 31, 2011.

TERMINATION

This Agreement may be terminated by either party hereto without notice in the event of a material breach of the other party’s obligations under this Agreement or upon the occurrence of any of the following events: a.) the winding up or dissolution of the operation or business of the other party; b.) the insolvency, a material adverse change in financial condition or repeated failure to pay its debts as they become due of the other party; c.) an assignment for the benefit of creditors, filing of a voluntary petition in bankruptcy or for the reorganization of assets or adjudication as bankrupt or insolvent of the other party; or d.) the appointment of a liquidator or trustee over the affairs of the other party if such appointment shall not have been terminated within thirty (30) days thereof. This Agreement may be terminated by Bank on written notice to ERO, if: a) Bank reasonably believes that ERO has violated the provisions of the paragraphs entitled “Fees and Settlement”, “Practices of ERO” and “Responsibilities of ERO” set forth above in this Agreement; b) in Bank’s sole discretion, based on information in a credit report for ERO or its Principals.

Upon termination of this Agreement, each party will promptly return to the other party any and all data and materials of any kind belonging to such party. Further, all rights granted under this Agreement shall terminate.

NO RESTRICTIONS

Each party represents and warrants to the other party that it is not aware of any obligations or restrictions that will prevent it from performing its obligations under this Agreement or that would be inconsistent with the provisions of this Agreement.

FORCE MAJEURE

Neither party to this Agreement will be liable to the other by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of a cause, beyond the control and without the fault or negligence of such party. Such cause may include, but is not limited to, acts of God or of the public enemy, acts of civil or military authority, fires, and strikes, unavailability of energy resources, delay in transportation, riot or war. In the event of any force majeure, the disabled party will use its best efforts to meet its obligations as set forth in this Agreement. The disabled party will promptly and in writing advise the other party if it is unable to perform due to a force majeure event, of the expected duration of such inability to perform and of any developments or changes therein that appear likely to affect the ability of that party to perform any of its obligations hereunder in whole on its part.

LIMITATION OF LIABILITY

Under no circumstances shall Bank be liable to ERO or any other party for any loss of profit or indirect, consequential, incidental, special or punitive damages arising out of or in connection with this Agreement.

LIMITATION OF ACTIONS

No action, regardless of form, arising out of or relating to this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued, except any action for nonpayment. A cause of action for contribution shall not be considered to accrue until the earlier of a settlement with a third party claimant or the filing of a claim by a third party claimant.

ARBITRATION

Bank and ERO agree to undertake good faith negotiations, whether directly or with the assistance of a qualified and mutually acceptable mediator, to resolve any dispute between them of any type arising from this Agreement. In the event that the parties are unable to resolve the dispute through such negotiations or mediation, it shall be submitted to arbitration under the rules of the American Arbitration Association, or such other rules as the parties may agree. Not more than three (3) arbitrators shall be selected by mutual agreement of the parties, and such arbitrators shall be selected for their familiarity with the technical subject matter of this Agreement and their familiarity with intellectual property law. The arbitration proceedings shall take place in such location as the parties may mutually agree. The findings of the arbitrators shall be final and binding on the parties. Notwithstanding the foregoing, any party who believes in good faith that its patent, copyright, trade secret or other intellectual property rights are being infringed, misappropriated or used without authorization by another party or its licensees, subcontractors or agents, shall be free to commence an

action in any court of competent jurisdiction to seek preliminary or permanent equitable relief and such other legal or equitable relief as the court may allow.

REMEDIES CUMULATIVE

Except as otherwise provided in this Agreement, the remedies provided in this Agreement will be cumulative and will not preclude the assertion by either party of any other rights or remedies against the other party.

SURVIVAL OF TERMS AND CONDITIONS

The obligations of the parties set forth in the paragraphs entitled “Indemnification,” “Notice of Claim,” “Confidentiality and Nondisclosure,” “Limitation of Liability,” “Limitation of Actions,” and “Arbitration” will survive the termination of this Agreement.

NOTICES

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the respective addresses set forth above or to such other address as the party to receive the notices has designated by notice to the other party.

ENTIRE AGREEMENT, AMENDMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. There are no restrictions, promises, warranties, covenants or undertaking other than those expressly set forth in this Agreement. The Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. Except as otherwise provided in this Agreement, this Agreement may be amended only by a written instrument duly executed by the parties hereto or their approved assignees.

WAIVERS

Neither party will be deemed to have waived any of its rights, powers, or remedies under this Agreement unless such waiver is approved in writing by the waiving party.

SEVERABILITY

If any provisions, or portions thereof, of this Agreement are held invalid, illegal, void or unenforceable by reason of any rule or law, administrative order, judicial decision or public policy, all other provisions of this Agreement will remain in full force and effect.

APPLICABLE LAW AND REGULATION

It is expressly understood that changes in the performance of either party’s obligations under this Agreement necessitated by a change in interpretation of any applicable federal or state statute or regulation will not constitute a breach of this Agreement.

GOVERNING LAW

This Agreement will be governed by the laws of the State of Ohio without references to choice of law issue.

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

BANK

Signature

Printed or Typed Name of Person Signing

Title

ERO

Printed or Typed Name of ERO

Signature

Printed or Typed Name of Person Signing

Title

Please fax to TRX at: 800.309.3980