

**RIVER CITY BANK'S  
TAX DIVISION AGREEMENT**

This is the River City Bank's Tax Division Agreement (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between River City Bank, Inc., (the "Bank"), a federally-insured banking corporation chartered under the laws of the Commonwealth of Kentucky (the "Commonwealth"), and the undersigned independent tax preparer, electronic return originator or electronic return transmitter, as the case may be (the "Tax Preparer"), in order to govern the Tax Preparer's participation in the Bank's Tax Division Programs ("ERC Program" and/or "SERC Program").

**P R E L I M I N A R Y S T A T E M E N T:**

WHEREAS, the Tax Division Programs are, respectively, among other things, a refund check and refund direct deposit processing service based in part upon a software package (the "Software Package") developed by the Bank, pursuant to which the Bank offers electronic refund checks ("ERCs"), refund electronic transfers ("RETs"), state electronic refund checks ("SERCs") and/or state refund electronic transfers ("SRETs"), to qualified applicants who (i) have elected to have their 2012 federal/state income tax returns electronically filed with the Internal Revenue Service (the "IRS") or the applicable state revenue agency or cabinet (the "Revenue Cabinet"), as the case may be, (ii) are entitled to a federal/state income tax refund (the "Tax Refund"), and (iii) meet certain eligibility criteria (the "Eligibility Criteria") established by the Bank (each an "Applicant").

WHEREAS, the Tax Preparer is an independent tax preparer, electronic return originator and/or electronic return transmitter in the business of income tax preparation and/or electronic processing of federal/state income tax returns.

WHEREAS, the Tax Preparer desires to participate in the Tax Division Programs as an independent contractor of the Bank and will serve as an agent for those of its customers who are Applicants and who wish to submit an application to the Bank for an ERC (an "ERC Application") and, if applicable, a SERC (a "SERC Application") by signing the River City Bank Deposit Account Agreement ("Deposit Account Agreement").

WHEREAS, the Bank and the Tax Preparer desire to enter into this Agreement to govern the Tax Preparer's participation in the Tax Division Programs as an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term. This Agreement shall become effective as of the date first written above and shall remain in full force and effect until December 31, 2013, unless sooner terminated pursuant to the terms hereof.

2. The Tax Division Programs. Upon receipt by the Bank of notification of the filing of an Application, the Bank shall establish a special single use deposit account (the “Deposit Account”) at the Bank in order to receive the Applicant’s Tax Refund by direct deposit (the “Direct Deposit”) from the IRS/Revenue Cabinet. Such application shall serve as an ERC Application and, if so applicable a SERC Application. In the event the Applicant applies for an ERC, the Bank will generate the ERC upon receipt from the IRS/Revenue Cabinet of the Direct Deposit. All fees and charges due to the Tax Preparer on an ERC or RET and, if applicable, a SERC or SRET will be paid thereto upon receipt by the Bank of the first Direct Deposit.

3. Representations and Warranties of Tax Preparer. To induce the Bank to enter into this Agreement, the Tax Preparer hereby represents and warrants to the Bank as follows, which representations and warranties shall continue until this Agreement is terminated pursuant to the terms hereof.

a. This Agreement has been duly executed and delivered by the Tax Preparer and constitutes a legal, valid and binding obligation of the Tax Preparer, enforceable in accordance with its terms.

b. The Tax Preparer has full right, power and authority to execute, deliver and perform this Agreement, and no registration with, or consent or approval of, any governmental agency or authority of any kind is required for the valid execution, delivery, performance and enforceability of this Agreement by the Tax Preparer.

c. The execution, delivery and performance of this Agreement by the Tax Preparer will not result in any violation of, or be in conflict with, or constitute a default under, any agreement, instrument, undertaking, judgment, decree, order, statute, rule or governmental regulation applicable to the Tax Preparer. The Tax Preparer is in compliance in all material respects with all federal and state laws and all rules, regulations and administrative orders of all state and local commissions, agencies and authorities which are applicable to the Tax Preparer or to the operation of the Tax Preparer’s business.

d. The Tax Preparer possesses all permits, memberships, contracts, licenses and identification numbers necessary to conduct its business as it is presently being conducted, including without limitation, IRS approved electronic filing identification number or, in the event the Tax Preparer has a direct transmittal connection to the IRS, an IRS approved electronic transmitter identification number.

e. The Tax Preparer acknowledges that the Software Package is licensed under the terms set forth in the license agreement which accompanies the Software Package and hereby agrees to be bound by, and to comply with, all of the terms of such licensing agreement.

f. The Tax Preparer acknowledges that the Bank may make a database available for access by the Tax Preparer and, to the extent it does so, it is for the convenience of the Tax Preparer only. The Tax Preparer further acknowledges that in such event, the Bank makes no representation or warranty regarding the accuracy or completeness of any information in the database, and the Bank shall have no liability by reason of the information thereon being inaccurate or incomplete.

4. Covenants of Tax Preparer. The Tax Preparer hereby covenants and agrees with the Bank that the Tax Preparer will observe and perform all of the following covenants and agreements until this Agreement has terminated pursuant to the terms hereof.

a. The Tax Preparer agrees to implement and adhere to the respective policies and procedures regarding the Tax Division Programs established by the Bank as set forth herein and/or as contained in the River City Bank Tax Division Administrative Guide (the "Guide"). The Tax Preparer acknowledges that the Bank reserves the right, in its sole and absolute judgment and discretion, to, from time to time, amend, modify or supplement the Guide and/or to establish additional or alternative policies and procedures relating to the Tax Division Programs. In such event, the Tax Preparer agrees to be bound by any such amended, modified or supplemented Guide and/or such additional or alternative policies or procedures.

b. The Tax Preparer acknowledges that it is serving in the capacity of **Agent** to its customers who are Applicants.

c. The Tax Preparer acknowledges that the Bank reserves the right to impose additional or alternative ERC, RET, SERC or SRET Eligibility Criteria, as it shall determine in its sole and absolute judgment and discretion, and the Tax Preparer agrees to be bound by any such additional or alternative Eligibility Criteria. The Tax Preparer further acknowledges that its authority from the Bank is limited to taking Applications from Applicants and it does not have, and shall not represent that it has, any authority, express or otherwise, to make any changes to such Applications or to the Deposit Account Agreement or to the Eligibility Criteria applicable to an ERC, RET, SERC, or a SRET, or to make, approve or negotiate any ERC, RET, SERC, or SRET on behalf of the Bank. The Bank retains the absolute right to determine in its sole and absolute judgment and discretion whether or not to make any ERC, RET, SERC, or SRET.

d. In the event the Tax Preparer shall prepare and/or process tax returns for its Applicants, the Tax Preparer shall do so in accordance with all applicable laws, rules and regulations, including without limitation, all applicable rules and regulations of the IRS/Revenue Cabinet.

e. The Tax Preparer shall ensure that each Application which it prepares and submits to the Bank is fully completed and that the Deposit Account Agreement is properly signed as provided in the Guide and the Application is immediately transmitted to the Bank. The Tax Preparer shall also verify the identity of the Applicant and the information about such Applicant contained in

the Application (s) in the express manner set forth in the Guide. The Tax Preparer shall also ensure that all account disclosures, namely the River City Bank Disclosure Booklet, be distributed to the Applicant in a timely manner as set forth in the Guide. In the event that the transmission of incorrect information by the Tax Preparer results in a loss to the Bank, the Tax Preparer is liable for any such loss and any such loss can be deducted from any compensation due and owing the Tax Preparer. The Tax Preparer shall make available upon request by the Bank, any documents associated with the facilitating of a bank product. The response to these requests must be in accordance with the specified time frame assigned by the Bank.

f. As agent of the Applicants, the Tax Preparer shall personally oversee the distribution, completion, collection and transmission to the Bank of completed Applications and shall not accept completed Applications from any other individual or entity unless the requirements therefore, as contained in the Guide, are met. The Tax Preparer shall not use any drop off collection points for Applications and the use by the Tax Preparer of any such locations shall subject this Agreement to immediate termination by the Bank, in its sole and absolute judgment and discretion, without notice to the Tax Preparer.

g. The Tax Preparer shall be responsible for the accurate and timely completion and transmission of IRS Form 8453 or 8879, as prescribed in the Guide and/or in applicable IRS/State Revenue Cabinet rules and regulations, for each Application which is submitted to the Bank in connection with a federal/state tax refund. At the time of Application, the Tax Preparer will provide the Applicant with a copy of the completed IRS Form 8453 or 8879, if any, all disclosures, namely the River City Bank Disclosure Booklet and informational materials furnished by the Bank for use by the Applicant.

h. The Tax Preparer shall not assist anyone in fraudulently obtaining an ERC, RET, SERC, or SRET, and shall take reasonable steps to ensure that all information contained on each and every Application and related tax returns is accurate and complete, and shall notify the Bank immediately if it is aware of any information pending to indicate that anyone may have obtained, or may be attempting to obtain, an ERC, RET, SERC, or a SRET by fraud or pursuant to an untrue or false Application or tax return. The Tax Preparer shall use all reasonable and prudent fraud prevention measures, including without limitation, the measures set forth in the Guide, if any, in completing and submitting each Application. The Tax Preparer shall be liable to the Bank for any losses incurred by the Bank resulting from the Tax Preparer's failure to use all such reasonable and prudent fraud prevention measures.

i. The Tax Preparer shall ensure that proper procedures are followed regarding document retention, document destruction and document storage, among other procedures, as outlined in the Guide in regards to Deposit Account Agreements, issued checks, the River City Bank Disclosure Booklet and unused check stock.

j. The Tax Preparer acknowledges that the relationship with the Bank governed by this Agreement is not intended to be exclusive and the Bank has the right to have, and does in fact

have, other independent tax preparers, electronic return originators and electronic return transmitters participating in the Tax Division Programs as independent contractors.

k. The Tax Preparer acknowledges that it will have custody of the Bank's checks and that it shall use, keep, complete and disburse such checks strictly in accordance with the requirements set forth herein, in the Guide and in the Custodial Agreement executed by the Tax Preparer, the form of which is attached hereto and made a part hereof. The Tax Preparer shall not deliver any check unless the Truth-In-Savings Act disclosures, as part of the Statement of Activity, are attached thereto and printed thereon at the time of delivery of the check to the taxpayer. The failure of the Tax Preparer to adhere to these requirements shall be grounds for the immediate termination by the Bank of this Agreement in its sole and absolute judgment and discretion and the Tax Preparer shall be responsible for, and shall in all cases indemnify and hold the Bank harmless from, any loss resulting from the Tax Preparer's failure to adhere to such requirements.

l. The Tax Preparer must ensure that all records pertaining to River City Bank Tax Division, including all customer records, are secure. Without limiting the foregoing, customer records should not be exposed in such a way that one customer may ever view another customer's documents.

m. The Tax Preparer must also take adequate precautions to protect and secure all computer networks and client databases from unauthorized access. Such data protections may include, but are not limited to, password protection, data encryption and/or physical hardware security. In the event that the Tax Preparer suspects that a customer's bank records have been compromised, the Tax Preparer must contact the Bank immediately so proper action may be taken.

n. The Tax Preparer agrees to allow Bank representatives or auditors unfettered access to any and all documentation or information pertaining to River City Bank products within the tax office. This may include access to secure storage areas where bank documentation is stored, computers or other electronic devices that may contain bank customer information and any other area of the office that contains customer or bank information.

o. The Tax Preparer agrees to allow the Bank's primary regulating body, the Federal Deposit Insurance Corporation (FDIC), or any other federal or state regulatory body acting within its legal authority, unfettered access to any and all documentation and information pertaining to River City Bank products within the tax office. This may include access to secure storage areas where bank documentation is stored, computers or other electronic devices that may contain bank customer information and any other area of the office that contains customer or bank information.

p. The Tax Preparer acknowledges that if any formal or informal customer complaint relating to the customer's bank account is made to the Tax Preparer, the Tax Preparer shall advise the customer to contact the Bank for resolution.

q. The Tax Preparer acknowledges that completion of the Bank's training and compliance exam, by the Tax Preparer and its appropriate employees, is a required component of the Tax Preparer's participation in the Tax Division program. Failure to pass the compliance exam within the specified timeframe may result in the Tax Preparer's removal from the program.

r. The Tax Preparer shall not submit any Application without distribution of the River City Bank Disclosure Booklet. The failure of the Tax Preparer to adhere to these requirements shall be grounds for the immediate termination by the Bank of this Agreement in its sole and absolute judgment and discretion.

5. Covenants of Bank.

a. The Bank shall as promptly as possible respond to inquiries of the Tax Preparer and its employees regarding the Tax Division Programs and the status of ERCs, RETs, SERCs or SRETs being processed by the Bank.

b. The Bank acknowledges that the relationship with the Tax Preparer governed by this Agreement is not intended to be exclusive.

c. So long as, and only if and when, the related Direct Deposit has been received by the Bank, the Bank shall withhold from the proceeds of each Direct Deposit and disburse to the Tax Preparer, an amount equal to or less than the fees and charges of the Tax Preparer relating to such ERC, RET, or State, as applicable.

d. The Bank has the authority, at its sole discretion and as it deems necessary, to perform checks such as but not limited to, credit, back ground, criminal and financial on all owners of the business.

6. Status of the Parties.

a. In performing their responsibilities pursuant to this Agreement, the relationship between the Bank and the Tax Preparer is that of independent contractors. This Agreement is not intended to create, shall not be construed to create, and does not create a relationship of partner or joint venturer to the other party hereto, nor does it make either party an employee or agent of the other. Neither party shall represent that its relationship with the other is anything but that of an independent contractor.

b. The Tax Preparer shall be deemed to be an agent for and on behalf of the Applicant for an ERC, RET, and, if applicable, a SERC.

c. Notwithstanding any other provision of this Agreement, any third party used or designated by the Tax Preparer to perform any of its responsibilities under this Agreement will be

deemed to be an agent of the Tax Preparer and not the agent of the Bank. The Tax Preparer shall be fully liable for the fees and actions of any such third party with respect to performance of such functions.

7. Termination. With no liability whatsoever of any kind to itself or the Tax Preparer, the Bank may suspend or terminate the Tax Division Programs in their entirety, or partially, or only the ERC Program or the SERC Program in their entirety or partially with respect to the Tax Preparer, at any time and from time to time for any or no reason whatsoever, including without limitation if any one or more of the following events occurs: (i) The Tax Preparer violates any policy or procedure contained herein or in the Guide; (ii) the Tax Preparer elects to wind up or dissolve its operations or is wound up and dissolved, or becomes insolvent, incurs a material adverse change in its financial condition, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy for its reorganization or is adjudicated as bankrupt or insolvent; (iii) the IRS/Revenue Cabinet refuses to accept electronic filings of tax returns from the Tax Preparer or to provide direct deposits of tax refunds to the Bank; (iv) legal, regulatory or operational problems make the ERC Program, or SERC Program, or all, economically impracticable or infeasible in whole or in part; (v) the United States government takes, or fails to take, any action which in the Bank's sole and absolute judgment and discretion is inconsistent with the continuation of the Tax Division Programs, the Bank's best interests, or both, or, which the Bank considers unacceptable in its sole and absolute judgment and discretion; or (vi) the Bank ceases to have adequate funds available to continue the Tax Division Programs.

8. Miscellaneous.

a. Each party hereto will bear all expenses connected with its performance of the obligations of such party under this Agreement, and neither party will have the right to incur any expense or liability on behalf of the other party.

b. The Tax Preparer will be solely responsible for any liability to the IRS/Revenue Cabinet, or any other person or government agency, arising out of the preparation or the electronic filing of any federal/state income tax returns. The Bank will not be liable to the Tax Preparer or its agents for consequential, incidental, indirect or special damages, or the loss of profits or income or the loss of use or other benefits, arising out of or in connection with this Agreement or the services performed hereunder.

c. The Tax Preparer shall indemnify, hold harmless and reimburse the Bank, its officers, directors, employees and agents, for all expenses and costs, including but not limited to reasonable attorneys' 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 anything wrongfully done or not done by the Tax Preparer or for the violation of any laws, rules or regulations applicable to the Tax Preparer in connection with the electronic filing of tax returns or the submission of Applications to the Bank.

d. In performing its obligations pursuant to this Agreement, the Tax Preparer may obtain access to and receive certain confidential proprietary information about the Tax Division Programs or the Bank, including but not limited to the Bank's marketing philosophy and objectives, competitive advantages and disadvantages, qualified filers, names, addresses and account numbers, technological development, sales volumes, information relating to the Software Package, or other information of the business affairs of the Bank which the Bank reasonably considers confidential and/or proprietary (collectively referred to herein as "Confidential Information"). The Tax Preparer agrees to maintain as proprietary and confidential all such Confidential Information and further agrees not to use such Confidential Information, nor to disclose such Confidential Information to any third party. The Agreements contained in this Section 8 d shall expressly survive the termination of this Agreement.

e. Upon termination of this Agreement, all Applications shall continue to be the property of the Bank, and the rights, covenants, agreements, representations and warranties of the parties pursuant to Sections 3, 4 and 8 with all provisions relating to the construction of this Agreement, shall survive the termination hereof.

f. This Agreement may not be assigned by either party without the prior written consent of the other.

g. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any headings or captions proceeding the text of the several sections hereof are intended solely for convenience or reference and shall not constitute part of this Agreement nor shall it affect its meaning, construction or effect.

h. This Agreement will be governed by federal law and the law of the Commonwealth of Kentucky, shall be binding upon both parties and their respective successors and assigns, and shall ensure to the benefit of both parties and their respective successors and assigns. The Tax Preparer agrees to submit to the jurisdiction of the courts of the Commonwealth of Kentucky, state or federal, for purposes of enforcing or construing this Agreement. All actions to enforce or construe this Agreement shall be commenced by either the Bank or the Tax Preparer in a court of competent jurisdiction in the Commonwealth of Kentucky and nowhere else.

i. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent either (i) by depositing it in the United States mail, addressed to such party at its address set forth below, with postage thereon prepaid, and any notice or demand so mailed will be deemed to have been given at the time when it was mailed, or (ii) by courier, telecopier, or similar method to such party at its address as set forth below, and any such notice or demand so transmitted will be deemed to have been given at the time it was transmitted. Any such notice or demand shall be addressed as follows:



If to the Tax Preparer:

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If to the Bank:

River City Bank, Inc.  
PO Box 389  
Irvington KY 40146  
Ph: (270) 547-5151  
Fax: (270) 547-4403

Such notices may be sent to such other address as either party may furnish to the other in writing pursuant to notice as provided in this paragraph.

j. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter of this Agreement. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein. **THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE WITH RESPECT TO THE SOFTWARE PACKAGE. THE BANK'S LIABILITY IN CONNECTION WITH THE SOFTWARE PACKAGE SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE TAX PREPARER FOR THE LICENSE TO THE SOFTWARE PACKAGE AND THE BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOST PROFITS, SPECIAL DAMAGES OR ANY OTHER DAMAGES OR EXPENSES.** This Agreement supersedes all prior agreements and understandings between the parties hereto with respect to such subject matter. Except as otherwise provided in this Agreement, this Agreement may be amended only by written instrument duly executed by the parties hereto or their approved assignees.

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

RIVER CITY BANK TAX DIVISION'S  
CHECK CUSTODIAL AGREEMENT

The undersigned Tax Preparer acknowledges receipt from the Bank of certain checks to be issued by the Bank to individuals who apply for and receive ERCs and/or SERCs from the Bank as part of the Bank's Tax Division Programs. In addition to all other conditions of participation in the Tax Division Programs, the undersigned Tax Preparer agrees as follows:

The Tax Preparer will take all reasonable and prudent steps to safeguard check stock and issued checks against the misuse or fraudulent use of such Checks. The Tax Preparer will ensure that all check stock is secure. Adequate precautions must be taken to ensure the check stock cannot be accessed by unauthorized persons; only appropriately trained employees should have access. The Tax Preparer may be held liable for the loss or theft of any checks.

The Tax Preparer acknowledges that the Checks are, and will remain, the property of the Bank unless and until they are validly issued to the person (s) who have been approved by the Bank for receipt thereof. To that end, the Tax Preparer agrees to follow all policies and procedures set forth in The Guide in regards to unused Checks and the destruction of such Checks. The Tax Preparer also agrees to return any such Checks immediately at any time upon request by the Bank.

The Tax Preparer acknowledges and agrees that the Checks shall only be delivered to the respective ERC and/or SERC Applicant (s) who is/are to be the payee (s) thereof and that no check shall be delivered to the respective payee (s) thereof unless the Truth-In-Savings Act disclosures, as part of the Statement of Activity, are attached thereto and printed thereon at the time of the delivery of the check to the taxpayer (s).

All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the River City Bank's Tax Division Agreement to which the undersigned Tax Preparer and the Bank are parties.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky and shall be binding upon the Tax Preparer, its agents and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Tax Preparer's Name)  
  
By: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
EFIN: \_\_\_\_\_  
  
(The "Tax Preparer")

RIVER CITY BANK, Inc.  
  
By: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
(The "Bank")