

2010 APPLICATIONS—AUTHORIZATIONS—CERTIFICATIONS—AGREEMENTS—DEPOSIT ACCOUNT/FEDERAL REFUND ELECTRONIC TRANSFER (RET), and if so designated, STATE REFUND ELECTRONIC TRANSFER (SRET) APPLICATION(S) TO RIVER CITY BANK ("The Bank") (and its successors and/or assigns)

TO BE COMPLETED BY TAX PAYER (S)

(Note: Application is not acceptance) Applicant(s) Information (all lines must be completed)

Name _____ DOB ____/____/____ SS# _____

ID# _____ Issuing state _____ Issue Date ____/____/____ Exp Date ____/____/____

Primary ID info verified by (ERO initials): _____ Spouse ID info verified by (ERO initials): _____

Spouse _____ DOB ____/____/____ SS# _____

ID# _____ Issuing state _____ Issue Date ____/____/____ Exp Date ____/____/____

Street _____ City _____ State _____ Zip _____

Home Phone (_____) _____ 2nd Contact Phone(_____) _____

Yes, I/we am/are applying for a Federal Refund Electronic Transfer ("Federal RET").

N/A Yes, I/we am/are also applying for a State Refund Electronic Transfer ("State RET").

REFUND ELECTRONIC TRANSFER (RET) ACCOUNT INFORMATION:

BANK'S RTN _____ **BANK ACCOUNT NUMBER** _____

____ Yes, I/We am/are electronically filing my/our federal return for the 2009 tax year and hereby certify that I/we expect to receive a Federal Income Tax Refund ("Federal Refund") in the Total Anticipated Refund amount listed above.

____ Yes, I/We acknowledge that I/we are submitting this application to River City Bank, Inc. (the "Bank") in order to obtain a Federal RET for my/our Federal Refund from the Internal Revenue Service ("IRS"). I/we also understand that the Bank will charge certain fees or charges (collectively, the "Deposit Account Charges"), with respect to the Deposit Account, and will deduct the Deposit Account Charges from the proceeds of such Federal RET and disburse to the appropriate recipients thereof, and I/We expressly authorize the Bank to so deduct and disburse each of the following fees and charges: the Deposit Account Charges, a tax preparation fee, an electronic preparation fee, an electronic filing fee, and all other fees and expenses related to the Federal RET.

____ Yes, I/We am/are electronically filing my/our state tax return for the 2009 tax year and hereby certify that I/we expect to receive a State Income Tax Refund ("State Refund") in the Total Anticipated State Refund amount listed above.

____ Yes, I/we acknowledge that, if so designated above, we are submitting this application to the Bank in order to obtain a State RET for my/our State Refund from the applicable state revenue agency or cabinet ("Revenue Cabinet"), in addition to the Federal RET, as designated above. I/we also understand and agree that the Bank will deduct from the proceeds of such State RET and disburse to the appropriate recipients thereof, and the Bank is hereby expressly authorized to so deduct and disburse the following fee: The State RET Bank fee.

____ Yes, I/we further certify that I/we have completed and submitted to the Revenue Cabinet the applicable state form necessary to designate the Bank as the recipient depository institution to receive my/our State Refund as the Direct Deposit.

____ Yes, I/We authorize The Bank to establish a special single-use deposit account in my/our name(s) ("Deposit Account") at the Bank to receive my/our 2009 Federal Refund amount listed above, or such other amount as the IRS shall determine to be my/our Federal Refund, and if so designated, State Refund amount listed above, or such other amount as the Revenue Cabinet shall determine to be my/our State Refund ("Direct Deposit(s)"). I/We further acknowledge that the Deposit Account is being established pursuant hereto for the sole purpose of facilitating the electronic transfer of my/our Tax Refund(s) to the

Bank and the disbursement thereof, all as required as a result of my/our application(s). I/We also understand and agree that I/we am/are not permitted to make any deposits to or withdrawals from the Deposit Account at any time and that such Deposit Account shall not be used in any manner for family, household, or personal purposes.

____ Yes, I/we further authorize the Bank to access such Deposit Account once the Direct Deposit(s) has/have been made into the Deposit Account and to disburse the moneys deposited therein (less all applicable fees and charges) as the Federal RET and/or State RET, as designated above, and to close such Deposit Account after all funds have been disbursed.

____ Yes, I/we understand that the Bank will process my/our Federal Refund and State Refund separately, although, the Bank will use only one Deposit Account.

____ Yes, I/we understand and agree that in the event that I/we have applied for a State RET along with a Federal RET, and the IRS, for whatever reason, fails to deposit my/our Federal Refund into my/our Deposit Account, the Bank will deduct from the proceeds of my/our State RET and disperse to the appropriate recipients thereof, and the Bank is hereby expressly authorized to so deduct and disburse any and all of the fees associated with the State RET as well as any and all fees associated with the Federal RET, and all other fees and expenses related to the Federal RET, State RET.

____ Yes, I/we acknowledge that my/our Electronic Return Originator/Electronic Return Transmitter/Independent Tax Preparer, as the case may be (the "ERO/TRANSMITTER"), is authorized to act and has so acted as my agent in connection with the completion and transmission of this/these Application(s) to the Bank for a Federal RET or State RET, as designated above, and is acting as my agent to arrange deposit of my Federal or State Refunds to my/our Bank Account listed above, and I/we absolve the Bank from any liability should the ERO/Transmitter fail to arrange the deposit(s) to me/us.

____ Yes, I/we understand that this/these Application(s) will be forwarded to the Bank upon the completion hereof and that the Bank, in its sole and absolute judgment and discretion, shall make all authorization decisions relating to the Federal RET, as well as, if applicable, the State RET.

____ Yes, I/We acknowledge that I/we have made each of the authorizations, certifications, and agreements to the Bank contained on this page.

TO BE COMPLETED BY ERO/TRANSMITTER

DATE _____ EFIN _____

ESTIMATION OF FEDERAL RET NET PROCEEDS (if applicable)

TOTAL <u>ANTICIPATED</u> FEDERAL REFUND AMOUNT	\$ _____
Less TOTAL BANK FEES	\$ 20.00
Less TAX PREPARER FEES	\$ 10.00
Less ELECTRONIC PREP FEES	\$ _____
Less ELECTRONIC FILING FEE 1	\$ _____
Less ELECTRONIC FILING FEE 2	\$ _____
Less STATE AND/OR LOCAL TAX (if applicable)	\$ _____
TOTAL FEES AND CHARGES PAID BY YOU	\$ _____
ESTIMATED FEDERAL ERC/RET PROCEEDS	\$ _____

ESTIMATION OF STATE ERC/RET NET PROCEEDS (if applicable)

TOTAL <u>ANTICIPATED</u> STATE REFUND AMOUNT	\$ _____
Less TOTAL BANK FEE	\$ N/A
Less STATE AND/OR LOCAL TAX (if applicable)	\$ _____
TOTAL FEES AND CHARGES PAID BY YOU	\$ _____
ESTIMATED STATE ERC/RET PROCEEDS	\$ _____

*****DEBT COLLECTION AUTHORIZATION*****

If I/we have any delinquent Federal RAL(s), RTL(s), and/or PSL(s) from prior years with River City Bank, that have not been discharged in bankruptcy, I/we authorize and instruct River City Bank to deduct from the proceeds of my/our Federal RET, an amount equal to the balance owed on my/our delinquent Federal RAL(s), RTL(s), and/or PSL(s) and to pay such amount to River City Bank, as payment on/of such delinquent Federal RAL(s), RTL(s), and/or PSL(s).

In addition, if my spouse and I are filing a joint tax return, and we have, or either one of us individually has, any delinquent Federal RAL(s), RTL(s), and/or PSL(s) from prior years with River City Bank, that have not been discharged in bankruptcy, I/we authorize and instruct River City Bank to deduct from the proceeds of my/our Federal RET, an amount equal to the balance owed on my/our or either one of our delinquent Federal RAL(s), RTL(s), and/or PSL(s) and to pay such amount to River City Bank, as payment on/of such delinquent Federal RAL(s), RTL(s), and/or PSL(s).

*****IMPORTANT NOTICE*****

I/We consent to my/our ERO/transmitter sending my tax return or any other information in the sole discretion of the ERO/transmitter regarding my tax return to the IRS. I/We also consent to the IRS sending my/our ERO/transmitter an acknowledgment of my/our receipt of transmission, an indication of a refund offset, and an indication of whether or not my/our return is accepted, and if rejected, the reason(s) for the rejection. If the processing of my/our return or refund is delayed, I/we authorize the IRS to disclose to my/our ERO/transmitter the reason(s) for the delay, or when the refund was sent. Should my/our Tax Refund be made directly to me/us and not directly to my/our Deposit Account at the Bank, I/we agree to immediately advise the Bank of the same and immediately pay the same to the Bank. I/We hereby grant to the Bank a security interest in the proceeds of my/our Tax Refund.

I/We acknowledge that the ERO/TRANSMITTER has served as my/our agent in the completion and transmission of this or these Application(s) to the Bank and I/we fully understand that the ERO/TRANSMITTER is an independent contractor and has no authority whatsoever, from the Bank or otherwise, to approve a Federal RET Application or State RET Application, or to otherwise negotiate the terms thereof. By signing this or these Application(s) I/we hereby certify that I/we have read, understand and agree to all of the terms and provisions set forth on all pages of this or these Application(s), including the initial disclosures set forth. See above and all other pages of this application FOR ADDITIONAL TERMS WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE ABOVE THE SIGNATURE LINES. ACCEPTANCE OF THIS OR THESE APPLICATION(S) DOES NOT CONSTITUTE APPROVAL.

Primary Taxpayer Signature & SS# (Handwritten)

Date

Spouse Signature & SS# (Handwritten)

Date

RIVER CITY BANK'S PRIVACY POLICY

River City Bank is committed to providing the highest level of security and privacy regarding the collection and use of our customers' personal information. Personal information may be collected through the submission of account applications and banking transactions. Additional details of River City Bank's Privacy Policy are provided below. If you have additional questions regarding the privacy of your personal information, please contact us.

Respect of Right to Privacy

River City Bank respects your right to privacy and takes every precaution to provide you with the highest practical level of privacy.

Collection and Use of Personal Information

The collection of personal information is designed to protect access to your personal accounts and to assist the bank in providing you with the products and services you want and need. All personal information collected and stored by the bank is used for specific business purposes – to protect and administer your personal accounts and transactions, to comply with state and federal banking regulations, and to help the bank better understand your financial needs in order to design or improve our products and services.

What Information We Collect

We may collect “nonpublic personal information” about you from the following sources:

- Information we receive from you on applications or other loan and account forms;
- Information about your transactions with us, our affiliates or others; and
- Information we receive from third parties such as credit bureaus.

“Nonpublic personal information” is nonpublic information about you that we obtain in connection with providing a financial product or service to you. For example, nonpublic personal information includes information regarding your account balance, payment history, and overdraft history.

Limited Employee Access to Personal Information

River City Bank limits employee access to your personal information to only those bank employees and administrators with a business reason for knowing such information. River City Bank also educates all employees about the importance of confidentiality and customer privacy. EMPLOYEES ARE ADMONISHED THAT ANY BREACH OF CUSTOMER CONFIDENTIALITY CAN RESULT IN IMMEDIATE JOB TERMINATION. In addition, individual user names and passwords are used by approved bank personnel to electronically access your personal information, providing audit trails to further safeguard the privacy of your personal information.

Third-Party Disclosure Restrictions

River City Bank follows strict privacy procedures in regard to protecting your personal information. In addition, the bank requires all third parties with a business need to access this information to adhere to similar and equally stringent privacy policies. Nonpublic personal information may be supplied to a nonaffiliated third party, such as an Electronic Return Originator, Electronic Return Transmitter or Tax Preparer, in order to process a transaction requested by the customer. We may also disclose nonpublic personal information about you to nonaffiliated third parties as required or permitted by law (i.e. exchange of information with reputable reporting agencies, subpoena, or the investigation of fraudulent activity, etc.). Nonpublic personal information is also made available to the affiliates of River City Bank, which are limited to First State Bank, West Point Bank, Bank of Clarkson, and Meade County Bank.

What Information We Disclose

We are permitted under law to share information about our experiences or transactions with you or your account (such as your account balance and your payment history with us) with companies related to us by common control or ownership (“affiliates”). We also may share additional information about you or your account (such as information we receive from you in applications and information from credit reporting agencies) with our affiliates. We may share information about former customers with our affiliates or as allowed by law. You may direct us not to disclose to our affiliates information that does not relate solely to our or our affiliates' experiences or transactions with you or your account (such as the application information and credit bureau information) by calling us at 1-888-820-7848. An individual signer on a joint account may direct us not to disclose such information on behalf of the joint account.

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. We may share information about you or your account with nonaffiliated third parties with your consent, provided that you have not revoked your consent.

Our Security Procedures

We also take steps to safeguard customer information. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.