

OHIO SECRETARY OF STATE

PREPAYMENT ACCOUNT AGREEMENT

THIS AGREEMENT (together with exhibits and schedules, the “Agreement”) is between the Ohio Secretary of State, 180 East Broad Street, 16th Floor, Columbus, Ohio 43215 (the “Secretary of State”), and the organization or individual identified and located at the address set forth in the signature block below (“Client”).

I. AUTHORITY; PURPOSE

The prepayment account service described in this Agreement is an alternative payment program authorized by R.C. § 111.18(B), which the Secretary of State provides as a convenience to its customers. Customers may write a single check for deposit into an account maintained by the Secretary of State to pay for multiple future filings, rather than writing a check for each filing.

II. ESTABLISHMENT OR RENEWAL OF PREPAYMENT ACCOUNT

If Client has not previously established a prepayment account with the Secretary of State, or wishes to establish an additional prepayment account, Client hereby establishes a non-interest bearing prepayment account with the Secretary of State for the purpose of paying filing fees, subject to the terms and conditions of this Agreement. Establishment of the prepayment account shall be conditional upon the Secretary of State’s receipt of the following items:

(A) a copy of this Agreement, signed by a duly authorized representative of Client;

(B) a completed Prepayment Account Application Form, in the form attached as Exhibit A (“Application Form”), which is subject to the Secretary of State’s approval; and

(C) the minimum amount prescribed by the Secretary of State for prepayment accounts (currently \$500) (“Minimum Deposit”);

provided that no prepayment account shall be established if the Secretary of State, in its discretion, rejects Client’s application, or if the check that Client uses to pay the Minimum Deposit is returned to the Secretary of State for nonpayment.

If Client wishes to renew an existing prepayment account with the Secretary of State, Client shall deliver to the Secretary of State a copy of this Agreement, signed by a duly authorized representative of Client. Client shall deliver a signed copy of this Agreement for each prepayment account that it has with the Secretary of State.

III. TERM

A. If Client has not previously established a prepayment account with the Secretary of State, or wishes to establish an additional prepayment account, this Agreement shall be effective as of the date the Secretary of State receives the items described in Article II.A. through C., above. If Client wishes to renew an existing prepayment account with the Secretary of State, this Agreement shall be effective on the date the Secretary of State receives a signed copy of the Agreement, consistent with the provisions of Article II, above.

B. The term of this Agreement shall continue until terminated by either party, pursuant to the provisions of Article VI, below.

IV. USE OF PREPAYMENT ACCOUNT

A. The prepayment account that is the subject of this Agreement shall be referred to herein as the "Prepayment Account."

B. In connection with the establishment of the Prepayment Account, the Secretary of State shall issue the following to Client:

(1) an account number; and

(2) a user name and log-in password for online access to account information, through the Secretary of State's website.

Client shall keep such account information confidential, during the term of this Agreement and thereafter. If Client is an organization, it shall allow only duly authorized employees or agents to have access to such information.

C. Each filing, or batch of filings, must be accompanied either by a completed Prepayment Account Use Form, a copy of which is attached as Exhibit B, or a completed Prepayment Account Failable Use Form, a copy of which is attached as Exhibit C, both of which are available for download from the Secretary of State's website (<http://www.ohiosecretaryofstate.gov>) (individually, a "Use Form," and collectively, the "Use Forms"). Failure to submit a Use Form shall be considered a failure to pay the filing fee(s), and the filing, or batch of filings, shall be rejected. Client shall not use the same Use Form for a batch of filings that includes both corporate filings and Uniform Commercial Code ("UCC") filings, or for a batch of filings that includes both expedite and non-expedite filings. Client may customize the Use Forms to include its company logo, business name, attention line, and business address. The Secretary of State reserves the right to change the Use Forms, upon reasonable notice to Client.

D. Client consents to the Secretary of State's debit of funds from the Prepayment Account with regard to filings submitted in connection with this Agreement.

E. Client shall, at all times, ensure that sufficient funds remain in the Prepayment Account to pay for filings, and Client is solely responsible for reconciling payments from, and deposits to, the Prepayment Account. Client acknowledges that the Secretary of State shall reject filings for which there are insufficient funds in the Prepayment Account. If Client has requested a "low account balance notice" on its Application Form, the Secretary of State shall enable display of a low balance notice on Client's account page on the Secretary of State's website. The Secretary of State shall not be required to provide any additional notice.

F. In order to make deposits to the Prepayment Account, Client shall use the Prepayment Account Deposit Form, a copy of which is attached as Exhibit D. Deposits shall not be effective until payment on the check is received from Client's bank. For each deposit, Client shall ensure that the contact information for the individuals listed as the primary and secondary contacts on the Prepayment Account Deposit Form is current. The Secretary of State reserves the right to change the Prepayment Account Deposit Form, upon reasonable notice to Client.

G. If Client intends to pay for both corporate filings and UCC filings using a prepayment account, Client shall apply for separate prepayment accounts in the manner described in Article II, above, to be maintained by the Secretary of State separately. Client shall not be permitted to pay for a corporate filing from a Prepayment Account established for Uniform Commercial Code filings, or for a Uniform Commercial Code filing from a Prepayment Account established for corporate filings. In addition, Client shall not be permitted to transfer funds between prepayment accounts.

H. If Client disputes a transaction in the Prepayment Account, it must report the transaction to the Secretary of State within forty-five (45) days of its posting on the Secretary of State's website, whereupon the Secretary of State and Client shall work together in good faith to resolve the dispute.

I. Client shall maintain at least one e-mail address to which the Secretary of State may send correspondence regarding the Prepayment Account and filings made with the Secretary of State. If the e-mail address(es) set forth on the Application Form change, Client shall promptly notify the Secretary of State.

J. The Secretary of State shall not charge Client a use fee in connection with the Prepayment Account, provided that the Secretary of State may recoup from Client any charges that it incurs with respect to checks returned for nonpayment. In addition, the Secretary of State reserves the right to change the amount of the Minimum Deposit, upon reasonable notice to Client.

K. Client shall bind any person having access to the Prepayment Account to the terms and conditions of this Agreement.

V. AUTHORITY TO ENTER INTO AGREEMENT

A. Client represents to the Secretary of State that it has full power and authority to enter into this Agreement and that the execution, delivery and performance of this Agreement do not violate the terms of any other contract or agreement to which it is a party, or any law or regulation to which it is subject.

B. If this Agreement is signed in the name of an organization, the person signing this Agreement represents and warrants to the Secretary of State that he or she has full authority to sign this Agreement.

VI. TERMINATION

A. The Secretary of State may terminate this Agreement, for any reason (including, but not limited to, inactivity in the Prepayment Account or Client's failure to maintain the Minimum Deposit) or for no reason, by giving written notice of termination to Client via electronic mail, at the address(es) on file with the Secretary of State. Such notice shall not be deemed ineffective because of a failure by Client to keep such address(es) current.

B. Client may terminate this Agreement and close the Prepayment Account by sending a written notice of termination, on company letterhead and signed by a duly authorized representative of Client, to the Secretary of State via electronic mail, to KHughes@ohiosecretaryofstate.gov, or to such other email address or via such other means as the Secretary of State may designate. The notice must state that Client wishes to terminate this Agreement and close the prepayment account, and must provide the name on the Prepayment Account and the account number.

C. In the event of termination, the Secretary of State shall close the Prepayment Account and issue a refund in the amount remaining in the Prepayment Account on the date of termination, minus any fees for filings made using the Prepayment Account that have not yet been processed. The Secretary of State shall make reasonable efforts to refund such amount within sixty (60) days of its receipt of Client's notice of termination.

VII. LIMITATION OF LIABILITY

Neither Client's nor the Secretary of State's liability for damages, whether in contract or in tort, shall not exceed the refund amount described in Article VI.C., above. **IN NO EVENT SHALL CLIENT OR THE SECRETARY OF STATE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF CLIENT OR THE**

SECRETARY OF STATE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

VIII. HOLD HARMLESS

The Secretary of State shall have no liability for, and Client shall hold the Secretary of State harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees) based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use of the prepayment account by Client and/or any of Client's directors, officers, employees, representatives, agents or contractors.

IX. ENTIRE AGREEMENT/WAIVER

A. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

B. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

C. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

X. HEADINGS

The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

XI. SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

XII. CONTROLLING LAW

This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Client consents to the exclusive jurisdiction and venue of courts located in

Franklin County, Ohio for the adjudication of all disputes arising hereunder and waives any objection that is based on the doctrine of *forum non conveniens*.

XIII. SUCCESSORS AND ASSIGNS

Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by Client, without the prior written consent of the Secretary of State.

XIV. COUNTERPARTS

Client may deliver a signed copy of this Agreement to the Secretary of State via facsimile (to 614.485.7620) or via e-mail, to KHughes@ohiosecretaryofstate.gov, or via such other means or to such other individual as the Secretary of State may designate, and the Secretary of State shall be entitled to rely upon the signature delivered in such manner as if it were an original.

XV. CONFLICT

In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

XVI. MODIFICATION OF FORMS

The Secretary of State may, in its discretion, modify the forms that are used in connection with this Agreement, upon reasonable notice to Client.

[Remainder of page intentionally left blank]

AGREED AND ACCEPTED BY CLIENT:

Type of Account (circle one)

UCC

Corporate

Name of Organization or Individual:

Address:

Authorized Signature:

Date:

**Print Name and Title of Authorized
Signatory:**

Exhibit A

Prepayment Account Application Form



STATE OF OHIO
Office of the Secretary of State

Secretary of State

Prepayment Account Application Form

Please indicate whether this account is for prepayment of Corporate or Uniform Commercial Code Filings.

Business Name
Attention:
Business Address
Telephone Number
Area Code

Corporate
UCC
Please note: If you will be submitting both types of filings, a separate Prepayment Account must be established for each type.
Note: Funds cannot be transferred between accounts.
The Prepayment Account # is confidential, and as such, should be guarded from access to # and use.

Amount of Initial payment
\$
Minimum Amount: \$500

LOW ACCOUNT BALANCE NOTICE:
Please indicate the balance amount you wish to select for notification that an additional deposit may be needed.
\$

Attach check, money order or cash receipt for initial payment to this form.

Please list the names and phone numbers for two people in your office who will be the Primary and Secondary contact for SOS personnel concerning this account.

Primary Contact
Secondary Contact
Phone Number
Area Code
Email Address
FAX #
Area Code

I hereby request and authorize the Secretary of State of Ohio to deduct from this prepayment account the filing fees for the classification of filings included above. The Secretary of State will hold this prepayment in an escrow account and deduct funds as appropriate for approved filings. I understand that I am responsible to monitor the activity on the account usage, and notify the Secretary of State of discrepancies within 45 days of date of posting. Account information may be monitored via the internet at: www.ohiosecretaryofstate.gov once the User Name and Password have been established.

A signed contract must accompany application and minimum \$500 deposit to process request to establish a Prepayment Account.

(Please print Name)
(Please print Title)
(Signature)
(Date)

Secretary of State Office Use Only
Prepayment Account #:
Application Approved By:
Business Services:
Date:
Established in Accounting Database:
Established on Web:
Finance:
Date:
Established on WIP:
Business Services:
Date:

Exhibit B

Prepayment Account Use Form

Exhibit C

Prepayment Account Faxable Use Form

**OHIO SECRETARY OF STATE
BUSINESS SERVICES DIVISION**

**PREPAYMENT ACCOUNT
FAXABLE USE FORM**

To: Sec Of State 614-485-7045 Business: _____
Attn: Prepay Fax Filings Contact: _____
Pages: _____ (Including This Page) Phone: _____
Date: _____ Fax: _____
Re: _____ Email: _____

Check method of receiving certificate/copy orders:

Pick up at Client Service Center _____ Mail to address of Record _____

The following Prepayment Account # has been established with the Secretary of State's Office for the *exclusive use of the above-named business. Unauthorized use may result in cancellation of the filings processed. **All faxed filings and certificate request forms must be typed.***

The Secretary of State will not include the Prepayment Faxable Use Form among the UCC or Corporation records open for public inspection. Failure to use the Prepayment Faxable Use Form when submitting a prepayment filing may result in the release of your prepayment information.

Secretary of State: Please process the filing(s) submitted with this form, and charge the appropriate filing fee(s) to the Prepayment Account # listed below.

Confidential

Prepayment Account: _____
Number of Filings Submitted: _____ (Filings and Orders Must Be Typed)

All Filings to be Expedited? Yes _____ No _____
Separate expedited and non-expedited filings and submit separately Check one

Note: Businesses may elect to use their logo and address information in customizing this form for their use. Reconciliation of Account activity is the responsibility of the business establishing the account. Account information may be monitored via the Internet at: www.ohiosecretaryofstate.gov. SOS should be notified of discrepancies within 45 days of posting. Correspondence concerning Prepayment Accounts can be emailed to: prepay@ohiosecretaryofstate.gov.

| | |
|-----------------------------|-----------------------------|
| SOS Office Use Only: | Last Updated: 5/2013 |
| Batch #s Processed: _____ | Order #s: _____ |

Exhibit D

Prepayment Account Deposit Form

