

Customer: \_\_\_\_\_

Date of Appendix: \_\_\_\_\_ Date of Business & Government Services Master Agreement: \_\_\_\_\_

**THIS FULL ACCOUNT RECONCILEMENT SERVICE APPENDIX** (hereinafter, this "**Appendix**") is made by and between ANDROSCOGGIN BANK ("Bank") and the above-named Customer and is incorporated by reference into the parties' Business & Government Services Master Agreement (hereinafter, the "**Master Agreement**"). The Account Reconciliation Service (the "Service") may be used in conjunction with Bank's Business Online Banking Service, and in such case, this Appendix shall be construed consistently with the terms applicable to the Business Online Banking Service. All capitalized terms used herein without definition shall have the meanings given to them in the Master Agreement or Business Online Banking Service Appendix, as applicable. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Master Agreement or the terms and conditions of the Business Online Banking Service (including the Account Agreement), this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. This Appendix shall be effective when signed by both parties, and such date shall be as reflected above.

**TERMS AND CONDITIONS**

**1. Service.** The Service described in this Appendix will assist Customer in reconciling and managing the check activity associated with Customer's designated checking Deposit Account(s) ("Authorized Accounts"), as set forth in Schedule A, attached hereto. Use of the Service does not affect any of Customer's obligations, which are described in the Deposit Account Agreement, to discover and report unauthorized or missing signatures and endorsements, or alterations on checks drawn on Customer's Accounts.

**2. Submission of Data.**

2.1 Customer shall have checks prepared in accordance with Bank specifications.

2.2 Customer, through its Authorized User(s) identified in the attached Schedule A, shall send a file to Bank containing information regarding checks that have been issued by Customer ("Issued Checks File") by uploading the Issued Checks File via the Business Online Banking Service (or such other mechanism as Bank may approve in its sole discretion) in accordance with the user guides and operating procedures associated with the Service, and in the format, by the scheduled day(s) and as otherwise specified by Bank and agreed to by Customer as set forth in the Service's Set-Up Form(s). The Issued Checks File must include, for each check contained in an Issued Checks File associated with an Authorized Account and drawn on the Authorized Account since the last Issued Checks File was submitted, the following information: check issue date, check issue amount and check issue number, and, at the option of Customer, the payee.

2.3 Prior to implementation of the Service, Customer may be required to submit to Bank a current, reconciled list of all outstanding checks issued on each Authorized Account one (1) week (or other Bank-requested period) prior to the implementation of the Service. Depending on the frequency with which Customer issues checks, Bank also reserves the right to require Customer to submit one or more additional lists so that all outstanding, unpaid checks issued on any Authorized Account have been reported to Bank prior to the implementation of the Service.

2.4 Customer may also be required to send to Bank a test file in a format and medium as may be identified in the Service's Set-Up Form(s) to ensure the readability of the Issued Checks File on Bank's equipment.

**3. Report of Information.**

3.1 Bank shall compare each of Customer's paid checks by check number and amount against each Issued Checks File received by Bank. Bank does not and shall not be obligated to compare any other data (such as payee names) on a presented check with an Issued Checks File, even if an Issued Checks File contains such other data. Bank may satisfy its obligation hereunder by comparing check numbers and amounts received in Substitute Checks and/or electronic presentment of checks.

3.2 This Service applies to checks that are presented for payment to Bank through normal interbank clearings. It is not designed to compare Customer's list of issued checks against items that are presented in any other manner (e.g., at a teller window, through an automated teller machine, or by mail).

3.3 Bank shall provide Customer, through its Authorized User(s) identified in the attached Schedule A, with paid check data ("Paid Check Data") by making such information available to Customer's Authorized User(s) (as identified in Schedule A, attached hereto) via the Business Online Banking Service (or such other mechanism as Bank may approve in its sole discretion). Paid Check Data will be available on the next Business Day after Customer uploads an Issued Checks File to Bank (as described above in Section 2) or as Bank may otherwise specify from time to time. Customer shall review the listing and report any errors as set forth in the Master Agreement between Bank and Customer. The Paid Check Data may also be exported to certain accounts receivables systems, subject to compatibility and as otherwise made available by Bank from time to time.

<b>Bank Use Only</b>	
By: _____	Misc. Information: _____
Scan: _____	_____

4. **Fees and Charges.** Customer agrees to pay the fees and charges for this Service as set forth in Bank's Fee Schedule.
5. **Termination.** The parties may terminate this Appendix in accordance with the terms and conditions of the parties' Master Agreement. This Appendix will automatically and immediately terminate if the parties' Master Agreement or Business Online Banking Appendix terminates, or if the Authorized Account(s) are closed. The provisions of this Appendix that are necessary to give effect to the purposes of this Appendix shall survive its termination.
6. **Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Service and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Master Agreement is terminated.

**IN WITNESS WHEREOF,** Customer and Bank have duly caused this Appendix to be executed by an Authorized Representative.

**CUSTOMER**

**ANDROSCOGGIN BANK**

Customer Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

