

Customer: _____ Date of Addendum: _____
 Date of Master Agreement: _____ Date of Appendix: _____

THIS AUTOMATED CLEARING HOUSE (ACH) ORIGATION SERVICE ADDENDUM (hereinafter, the "**Addendum**") is incorporated by reference into the Business & Government Services Master Agreement (the "**Master Agreement**") and the Business Online Banking Service Appendix (the "**Appendix**") by and between ANDROSCOGGIN BANK ("Bank") and the Customer identified above. This Addendum applies to all ACH and associated services made available by Bank, as an Originating Depository Financial Institution ("ODFI"), pursuant to this Addendum (hereinafter the "Service"). The Service must be used in conjunction with Bank's Business Online Banking Service and this Addendum shall be construed consistently with the terms applicable to the Business Online Banking Service. Any deposit account established by Customer at Bank in connection with the Service shall be governed by Bank's Deposit Account Agreement. All capitalized terms used herein without definition shall have the meanings given to them in the Master Agreement, the Appendix, or the NACHA Rules (as defined below). Except as otherwise expressly provided in this Addendum, and as applicable, to the extent this Addendum is inconsistent with the Master Agreement, the Appendix, or with the Deposit Account Agreement, this Addendum and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. This Addendum shall be effective when signed by both parties, and such date shall be as reflected above.

TERMS AND CONDITIONS

1. ACH Service. The ACH network is a funds transfer system which provides for the interbank clearing of electronic credit and debit Entries for participating financial institutions. The ACH system is governed by the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines* (collectively the "*NACHA Rules*").

2. Types of Entries; Transmission Methods.

2.1 Customer will only initiate those Entry types (Standard Entry Class or "SEC" Codes) that Bank has expressly authorized Customer to initiate, as set forth on the Service's Set-Up Form(s). All other SEC Codes may be used with proper designation on the Service's Set-Up Form(s) and in accordance with additional instructions from and requirements by Bank, as applicable. Notwithstanding the foregoing, Customer is expressly prohibited from originating International ACH Entries ("IATs") unless expressly permitted by Bank in its sole and exclusive discretion. Bank reserves the right to restrict Customer's use of any SEC Code type, and Bank may reject any Entry or group of Entries that includes an unauthorized SEC Code. Bank also may suspend or terminate Customer's use of one or more SEC Codes at any time in Bank's sole and exclusive discretion. Customer agrees to initiate Entries described herein in accordance with the requirements of and in compliance with its responsibilities, representations and warranties as an Originator under the NACHA Rules.

2.2 Customer may transmit a NACHA-formatted file to Bank via Bank's Business Online Banking Service, including via the import feature, or such other method that Bank may offer and/or approve from time to time, as further as set forth in **Schedule A**. Customer expressly authorizes Bank to process each such file and to originate Entries on behalf of Customer (as the Originator) to Receivers' accounts. Customer agrees to the terms of the Appendix and its related Security Procedures when initiating Entries as described therein. If required by Bank, prior to the origination of Entries, Customer agrees to create a test file pursuant to procedures established by Bank.

2.3 Customer and Bank may transmit between each other an ACH file that contains ACH Addenda which conform to the NACHA Rules via Electronic Data Interchange or "EDI," and as described in or as otherwise permitted by Bank from time to time. EDI consists of the electronic movement of data between Customer and Bank in a structured, computer-retrievable data format that permits information to be transferred between a computer program at Customer's location and a computer program at Bank's location without re-keying. Bank will process and forward Addenda information along with financial transactions through the ACH network. Bank will, upon Customer's request, forward Addenda information to Customer within two (2) Business Days of Bank's receipt of such information.

3. Compliance with the NACHA Rules and Applicable Law. Customer's rights and obligations with respect to any Entry are governed by the *NACHA Rules*, this Addendum and applicable law. Customer will obtain and retain a copy of the *NACHA Rules*. (The *NACHA Rules* may be obtained at NACHA's website at www.NACHA.org or by contacting NACHA directly at 703-561-1100.) Customer agrees to subscribe to receive revisions to the *NACHA Rules* directly from NACHA. Customer represents and warrants that it is bound by and will comply with the *NACHA Rules* and applicable laws, regulations and regulatory requirements. Customer further represents and warrants that it will not transmit any Entry or engage in any act or omission that violates or causes Bank to violate the *NACHA Rules* or the laws of the United States, or any other applicable laws, regulations or regulatory requirements, including, without limitation, regulations of the Office of Foreign Asset Control ("OFAC"), sanctions or executive orders. Customer shall obtain and maintain current information regarding OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC or by visiting the OFAC website at www.ustreas.gov/ofac.)

Bank Use Only	
By: _____	Misc. Information: _____
Scan: _____	_____

4. Transmittal of Entries by Customer.

4.1 Customer will transmit file(s) of credit and debit Entries to Bank with (i) computer readable information; (ii) an ACH file and format consistent with current NACHA file and/or Bank specifications; (iii) via the Business Online Banking Service and in accordance with the Security Procedures associated with that transmission medium, and otherwise with the formatting and content requirements identified in **Schedule A** attached hereto or as otherwise instructed by Bank.

4.2 Bank may establish exposure limits associated with Customer's use of the Service, which may include, e.g., a limit on the dollar amount of Entries or files transmitted by Customer to Bank and on the total dollar amount of Entries that may be transmitted by Customer on any one day or other time period, as established by Bank, and across multiple settlement dates. Bank shall also monitor Entries initiated by Customer relative to such exposure limits. Such limits shall be reflected in the Service's implementation and/or Set-Up Form(s) and may be modified from time to time by Bank at its sole discretion with notice to Customer. Bank may in its sole discretion reject any file that exceeds such exposure limits. Bank may further reject any Entry or file transmitted by Customer in the event Bank deems reasonably necessary in order to protect the safety and soundness of Bank, or if Bank reasonably suspects that the Entry or file includes fraudulent or unauthorized Entries, or if Bank has such other reasonable basis upon which to reject the transmission.

4.3 With respect to any credit and debit Entries initiated and transmitted by Customer that involve consumers, Customer will comply with, each as may be amended from time to time: (i) all authorization, disclosure and other requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, including, without limitation, any applicable requirements of Regulation E of the Consumer Financial Protection Bureau (or any successor entity who administers Regulation E) (hereinafter "Regulation E") and the Federal Electronic Funds Transfer Act.

4.4 Customer acknowledges the right of a consumer Receiver of an unauthorized debit Entry, as applicable and as described in the *NACHA Rules*, to obtain a refund of the funds debited from Receiver's account by such Receiver sending a written notice to Receiver's Receiving Depository Financial Institution ("RDFI") in accordance with the *NACHA Rules* (i.e., a Written Statement of Unauthorized Debit), and where such notification is received in time and in a manner that reasonably allows the RDFI to meet the deadline for transmitting a Return Entry as provided in the *NACHA Rules*. Customer also acknowledges the right of a corporate Receiver of a debit Entry, as applicable and as described in the *NACHA Rules*, to obtain a refund of the funds debited from such Receiver's account by such Receiver sending a notice to Receiver's RDFI within two (2) Business Days following the Settlement Date of the original Entry. Customer indemnifies Bank against any such claim for a refund by any Receiver.

5. Security Procedures.

5.1 Customer and Bank shall comply with the Security Procedures set forth in the Appendix and/or incorporated by reference in this Addendum and/or associated documents provided by Bank, as applicable, with respect to Entries transmitted by Customer to Bank (hereinafter, collectively, the "Security Procedures"). Customer acknowledges and agrees that such Security Procedures are a commercially reasonable method of providing security against unauthorized payment orders, and that Bank shall be deemed to have acted in good faith so long as it complies with such Security Procedures. Customer acknowledges that the purpose of such Security Procedures is to attempt to verify the authenticity of Entries transmitted by Customer and not to detect errors in the transmission or content of an Entry. No security practice or procedure for the detection of any such error has been agreed upon between Bank and Customer.

5.2 Customer is strictly responsible for establishing, implementing and maintaining and (as appropriate) updating its own appropriate and commercially reasonable security procedures (a) to safeguard against unauthorized transmissions, and (b) relating to the initiation, processing and storage of Entries. Customer shall prevent and safeguard against unauthorized transmissions, disclosures and access to security-related items, including information associated with the transmittal of Entries, such as security procedures, instructions, passwords and user identifications, and systems and equipment that interface with, connect to or allow access to Bank, its information, systems and equipment (hereinafter referred to collectively as "Security-Related Items"). Customer shall establish, maintain and enforce its own commercially reasonable security practices, techniques and procedures with respect to access to, storage and maintenance of Security-Related Items to safeguard against unauthorized transmissions and unauthorized access to Security-Related Items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in this Addendum and in the *NACHA Rules*.

5.3 As required by the *NACHA Rules* with respect to the protection of ACH information (non-public information, including financial information of Receivers and Customer's customers, used to create, or contained within, an ACH Entry and any related addenda record), Customer shall ensure that its security policies, procedures and systems: (1) protect the confidentiality and integrity of the protected information; (2) protect against anticipated threats or hazards to the security or integrity of protected information until its destruction, and (3) protect against unauthorized use of protected information that could result in substantial harm to the Receiver/customer.

5.4 Customer acknowledges that Bank strongly recommends Customer's use of "dual control" as an additional layer of security to the Service associated with Entries or files transmitted to Bank for processing. With dual control, a secondary authorization is utilized by Customer prior to releasing an ACH file, as further described in the Security Procedures.

5.5 Customer warrants that no individual will be allowed to initiate transfers without proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions

provided by Bank in connection with the Security Procedures and to restrict access thereto to Customer's employees trusted with the duty to transmit Entries to Bank. If Customer suspects, knows, believes or has reason to believe that any such information or instructions have been known or otherwise accessed by unauthorized persons, Customer agrees to immediately notify Bank by phone, followed by written confirmation. The occurrence of unauthorized access shall not affect any transfers made in good faith by Bank prior to receipt of such notice and within a reasonable time period after notice is received to allow sufficient time for Bank to respond to such notice.

5.6 Bank may, from time to time, propose additional or enhanced Security Procedures for use with the Service. Customer understands and agrees that if it declines to use any such enhanced Security Procedures, it will be liable for any losses that would have been prevented by such Security Procedures. Notwithstanding anything to the contrary contained in this Addendum, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional Security Procedures immediately and provide prompt subsequent notice thereof to Customer.

IF CUSTOMER ELECTS TO WAIVE OR OTHERWISE REJECT THE USE OF DUAL CONTROL AND/OR OTHER OPTIONAL, RECOMMENDED SECURITY PROCEDURES, CUSTOMER AGREES THAT SUCH WAIVER OR REJECTION IS AT CUSTOMER'S SOLE RISK, AND CUSTOMER SHALL BE RESPONSIBLE FOR ANY LOSS RESULTING IN WHOLE OR IN PART FROM SUCH WAIVER OR REJECTION. CUSTOMER FURTHER AGREES: (i) THAT BANK HAS OFFERED A COMMERCIALY REASONABLE MEANS OF SECURITY AS DESCRIBED IN THE ADDITIONAL SECURITY PROCEDURE(S) THAT CUSTOMER HAS WAIVED OR REJECTED THE USE OF; AND (ii) THAT ENTRIES OR FILES TRANSMITTED BY CUSTOMER BY WAIVING OR REJECTING THE SECURITY PROCEDURE(S) SHALL BE TREATED AS AUTHORIZED. BANK MAY REQUIRE CUSTOMER TO COMPLETE AN OPT-OUT OR SIMILAR WAIVER FROM TO EVIDENCE CUSTOMER'S ELECTION NOT TO UTILIZE DUAL CONTROL.

6. Compliance with Security Procedures.

6.1 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank was transferred in accordance with the Security Procedures applicable to the Service and thereby purports to have been transmitted or authorized by Customer, it shall be deemed effective as Customer's Entry (or request), even if the Entry (or request) was not authorized by Customer. If Bank accepted the Entry (a) in compliance with the Security Procedures with respect to such Entry, (b) in compliance with any written agreement or instruction of Customer restricting acceptance of payment orders issued in Customer's name, and (c) in good faith, then with respect to a credit Entry, Customer shall be obligated to pay Bank the amount of such Entry, and with respect to a debit Entry, Customer shall maintain sufficient funds in the Settlement Account, as defined in **Section 15**, to fund the reversal of such Entry, if necessary.

6.2 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank was actually transmitted or authorized by Customer, Customer shall pay Bank the amount of any such credit Entry and shall maintain funds in the Customer's Settlement Account to fund the reversal of any such debit Entry, whether or not Bank complied with the Security Procedures described herein or otherwise in the Appendix and whether or not that Entry was erroneous in any respect or that any such error would have been detected if Bank had complied with the Security Procedures.

7. Processing, Transmittal and Settlement of Entries by Bank.

7.1 Except as otherwise provided in this Addendum, Bank will process, transmit and settle for credit and debit Entries initiated by Customer as provided in the *NACHA Rules* as in effect from time to time, and pursuant to this Addendum. Exclusive of "Same Day ACH Entries," which are described in **Section 11** below, Bank will transmit such Entries as an ODFI to the ACH Operator by the deadline of the ACH Operator, provided such Entries are received by Bank prior to the cut-off time set forth in **Schedule A** (attached to this Addendum) and the ACH Operator is open for business on such Business Day. Entries received after the cut-off time set forth in **Schedule A** will be deemed received the following Business Day. If the Effective Entry Date falls on a non-Business Day, final settlement will occur on the next Business Day. Customer may submit a NACHA-formatted file up to the time limit in advance of the Effective Entry Date as the Service permits, or as may otherwise be permitted by Bank under the terms of this Addendum. Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the delivery of late Entries.

7.2 If the file of Entries is received other than in specified NACHA and Bank format, Customer will be required to provide Bank with a corrected file. If a corrected file of Entries is received later than the cut-off time set forth in **Schedule A** on the delivery date with an intended Effective Entry Date of next-Business Day, Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the processing of late Entries.

7.3 For purposes of this Addendum, and as applicable, Entries shall be deemed received by Bank, in the case of electronic direct file transmission, when the transmission is completed as required by Bank's instructions and/or the Service's Set-Up Form(s).

7.4 If any of the requirements of this Section (or of **Section 11** with respect to Same Day ACH Entries) are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

7.5 Customer acknowledges and agrees that credit given by Bank to Customer with respect to an ACH credit Entry is provisional until Bank receives final settlement for such Entry through a Federal Reserve Bank. If Bank does not receive such final settlement, Customer acknowledges and agrees that Bank is entitled to a refund of the amount credited to Customer in connection with such Entry, and the party making payment to Customer via such Entry (i.e., the originator of the Entry) shall not be deemed to have paid Customer in the amount of such Entry. Customer also

acknowledges and agrees that Bank is not required, in its capacity as an RDFI under the *NACHA Rules*, to provide and therefore will not provide Customer, as the Receiver, with notice that Bank has received a credit Entry to Customer's Account.

8. Settlement of Entries. Subject to the requirements of **Section 15** -- Settlement Account; Pre-Funding, the following shall apply:

8.1 Credit Entries. Bank will debit Customer's Settlement Account at any time on the Settlement Date as Bank, in its sole discretion, may determine for the amount of each credit Entry executed by Bank, and in accordance with the *NACHA Rules*. Bank will promptly re-credit the Settlement Account with the amount of any credit Entry (which was a debit to the Settlement Account), which is rejected by Bank, and any other credit Entry, which is returned by a Receiving Bank, provided that Bank has obtained payment for the Returned Entry from the Receiving Bank.

8.2 Debit Entries. Bank will credit the Settlement Account with immediately available funds for the amount of any preauthorized debit Entry executed by Bank at any time on the Settlement Date as Bank, in its sole discretion, may determine for those Entries, and in accordance with the *NACHA Rules*. Customer agrees that Bank may immediately charge to the Settlement Account the amount of each preauthorized debit that is returned unpaid by any Receiving Bank according to the *NACHA Rules*.

8.3 On-Us Entries. In the case of an Entry received for credit or debit to an account maintained by Bank (an "On-Us Entry"), Bank will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date, provided the requirements set forth herein are otherwise met. On-Us Entries must be received by Bank by the cut-off time set forth in **Schedule A**. Transactions received after the cut-off time set forth in **Schedule A** on a Business Day will be deemed to have been received on the following Business Day.

9. Third-Party Service Provider; Third-Party Sender.

9.1 Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third party to act as Customer's agent to process Entries on Customer's behalf and for purposes of the Service provided ("Third-Party Service Provider"), as set forth in the Service's Set-Up Form(s). All data received by Bank from Third-Party Service Provider, including Entries and instructions (and corrections or adjustments thereto), are hereby authorized by Customer. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Addendum. Customer agrees, jointly and severally with Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Third-Party Service Provider on behalf of Customer. Customer and Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Third-Party Service Provider of any services on Customer's behalf. Notice of any termination of Third-Party Service Provider's authority to transmit data and instructions to Bank on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any Third-Party Service Provider and any Entries initiated by Customer's Third-Party Service Provider in its sole discretion.

9.2 Also subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use the Service provided hereunder to process Entries on behalf of Customer's clients, who may or may not be customers of Bank (defined as a "Third-Party Sender" under the *NACHA Rules*), as well as on Customer's own behalf. Customer shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any ACH services in the capacity of a Third-Party Sender. Customer agrees that Bank retains the right to reject any request by Customer to engage in Third-Party Sender activities as well as any Entries initiated by Customer in such capacity, in Bank's sole discretion.

10. Customer Representations, Warranties and Agreements; Indemnification.

10.1 In addition to Customer's obligations and agreements otherwise described in this Addendum, Customer further represents and warrants to Bank and agrees, with respect to each and every Entry transmitted by Customer that:

- (i) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry;
- (ii) each authorization is operative at the time of transmittal, crediting or debiting by Bank as provided herein;
- (iii) Entries transmitted to Bank by Customer are limited as set forth in this Addendum, including with respect to Entry types in **Section 2** and exposure and other limits in **Section 4**;

(iv) Customer shall perform its obligations under this Addendum in accordance with the *NACHA Rules* and all applicable federal and state laws, regulations and orders, including, but not limited to, the transaction screening and sanctions laws, regulations and orders administered by OFAC, and the laws, regulations and orders administered by FinCEN, as applicable;

(v) Customer shall be bound by and comply with the provisions of the *NACHA Rules* (among other provisions of the *NACHA Rules*) that make payments of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry;

(vi) Customer specifically acknowledges that it has received notice of the foregoing rule in (v) regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount of the Entry;

(vii) with respect to all Entry types that Customer is permitted to initiate under this Addendum, Customer shall comply with and be subject to all requirements of the *NACHA Rules* with respect to such Entries;

(vii) subject to the terms of **Section 2.1**, in the event Customer may at any time be permitted by Bank to initiate International ACH Transactions (IATs), in Bank's sole and exclusive discretion and from time to time, that Customer shall (a) classify and format payments transmitted to or received from a financial agency outside the U.S. as IATs in accordance with the *NACHA Rules*, (b) provide data necessary to accompany the transaction in compliance with the Bank Secrecy Act's "Travel Rule," (c) screen IATs prior to transmitting any file(s) of Entries to Bank in accordance with the requirements of OFAC and comply with OFAC sanctions, and (d) otherwise comply with and be subject to all other requirements of the *NACHA Rules* and OFAC, as well as the laws and payment rules of a non-U.S. foreign destination;

(ix) as to any Internet-initiated/mobile (WEB) ACH Entries, (as defined under the *NACHA Rules*) that Customer may be permitted by Bank to initiate, in Bank's sole and exclusive discretion and from time to time, that (a) Customer employs commercially reasonable detection systems to minimize risk of fraud related to Internet-initiated payments, (b) Customer employs commercially reasonable procedures to verify validity of routing numbers, (c) Customer employs commercially reasonable methods of authentication to verify the identity of the Receiver, (d) Customer employs a commercially reasonable level of encryption technology, and (e) where required by the *NACHA Rules* and/or Bank, Customer conducts annual audits as to its security practices and procedures that include, at a minimum, verification of adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use and (3) network security to ensure secure capture, storage, and distribution, and will provide proof of such audits to Bank upon request;

(x) as to any Telephone-Initiated (TEL) Entries that Customer may be permitted by Bank to initiate, in Bank's sole and exclusive discretion and from time to time, Customer (a) has employed commercially reasonable procedures to verify the identity of the Receiver, (b) has utilized commercially reasonable procedures to verify that routing numbers are valid, (c) has obtained oral authorization from the Receiver to initiate a Debit Entry to a Consumer Account of the Receiver that includes the minimum information required by the *NACHA Rules* for a Single Entry TEL Entry, (d) has, for Single Entry TEL Entries, either made an audio recording of the oral authorization, or provided the Receiver with written notice confirming the oral authorization prior to the Settlement Date of the Entry, and (e) has, for an authorization relating to recurring TEL Entries, complied with the requirements of Regulation E for the authorization of preauthorized transfers, including the requirement to send a copy of the authorization to the Receiver;

(xi) as to any Accounts Receivable (ARC) Entries that Customer may be permitted by Bank to initiate, in Bank's sole and exclusive discretion and from time to time, (a) the amount of the Entry, the routing number, the account number, and the check serial number are in accordance with the source document, (b) Customer will retain a reproducible, legible image, microfilm, or copy of the front of the Receiver's source document for each ARC Entry for two (2) years from the Settlement Date of the ARC Entry, (c) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to ARC Entries, (d) Customer has established reasonable procedures under which the Receiver may notify Customer that receipt of Receiver's checks does not constitute authorization for ARC Entries to the Receiver's account and that Customer will allow the Receiver to opt-out of check conversion activity, and (e) the source document to which each ARC Entry relates may not be presented or returned such that any person will be required to make payment based on the source document unless the ARC Entry is returned;

(xii) as to any Back Office Conversion (BOC) Entries that Customer may be permitted by Bank to initiate, in Bank's sole and exclusive discretion and from time to time, (a) Customer has employed commercially reasonable procedures to verify the identity of the Receiver, (b) Customer has established and maintains a working telephone number for Receiver inquiries regarding the transaction that is answered during normal business hours and that such number is displayed on the notice required by the *NACHA Rules* for BOC Entries, (c) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (d) Customer will retain a reproducible, legible image, microfilm, or copy of the front of the Receiver's source document for each BOC Entry for two (2) years from the Settlement Date of the BOC Entry, (e) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to BOC Entries, and (f) the source document to which each BOC Entry relates will not be presented or returned such that any person will be required to make payment based on the source document unless the BOC Entry is returned;

(xiii) as to any Point-of-Purchase (POP) Entries that Customer may be permitted by Bank to initiate, in Bank's sole and exclusive discretion and from time to time, that the source document provided to Customer for use in obtaining the Receiver's routing number, account number, and check serial number for the initiation of the POP Entry (a) is returned voided to the Receiver after use by Customer and (b) has not been provided to the Receiver for use in any prior POP Entry; and

(xiv) as to any Returned Check (RCK) Entries that Customer may be permitted by Bank to initiate, in Bank's sole and exclusive discretion and from time to time, that (a) all signatures on the item are authentic and authorized, (b) the item has not been altered, (c) the item is not subject to a defense or claim, (d) the Entry accurately reflects the item, (e) the item will not be presented unless the related Entry has been returned by the RDFI, (f) the information encoded after issue in magnetic ink on the item is correct, (g) any restrictive endorsement placed on the item is void or

ineffective, (h) the item is eligible as an RCK Entry, and (i) the Receiver has been provided with a clear and conspicuous notice, prior to the Customer's receipt of the item, that a check returned for insufficient or uncollected funds may be re-presented electronically via the ACH Network.

10.2 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify and defend Bank against any third-party claims, alleged claims, loss, liability or expense (including attorneys' fees and expenses) directly resulting from, related to or arising out of:

- (i) any material breach of the foregoing representations or this Addendum, including any claim brought by a third party in connection with a breach of any of the foregoing representations or agreements;
- (ii) Customer's failure to exercise ordinary care in connection with its duties hereunder;
- (iii) any action by the RDFI upon an unauthorized or erroneous Entry initiated by Customer;
- (iv) any actions by a service provider or agent of Customer that result in a material breach of this Addendum by Customer; or
- (v) to the extent that it involves Bank, any litigation by an ACH Operator, an RDFI or any Receiver asserting noncompliance on Customer's part with the *NACHA Rules* or any other applicable laws, regulations or regulatory requirements.

In the event a Report of Possible Rules Violation is filed against Customer as described in the *NACHA Rules*, Customer will immediately notify Bank of the filing and take appropriate steps to correct the problem within the time frames suggested by Bank.

11. Same Day ACH ("SDA"). Customer may be permitted, in Bank's sole and exclusive discretion, to initiate SDA Entries pursuant to the same-day processing provisions of the *NACHA Rules*. In the event Bank approves Customer's initiation of SDA Entries, either on a one-time or other periodic basis, Customer agrees as follows:

11.1 Customer shall be solely responsible for transmitting its SDA Entries with the appropriate intended Effective Entry Date to qualify as an SDA Entry under the *NACHA Rules*.

11.2 Customer shall only initiate individual SDA Entries that comply with the same-day processing transaction limit under the *NACHA Rules*. Bank shall inform Customer of any changes to that transaction limit; currently transactions over \$1,000,000 are not eligible for same-day processing.

11.3 Customer will not initiate an SDA Entry as an IAT, as IATs are not eligible for same-day processing under the *NACHA Rules*.

11.4 Customer will transmit its SDA Entries to Bank in accordance with Bank's SDA Entry processing deadlines, as established by Bank from time to time and disclosed to Customer.

11.5 Customer acknowledges and agrees that if Customer sends an Entry with a stale or invalid Effective Entry Date, such Entry may be deemed and processed by Bank as an SDA Entry if transmitted in accordance with Bank's SDA Entry processing deadlines.

11.6 Customer acknowledges and agrees that if any of the requirements of this **Section 11** are not met, including without limitation a failure by Customer to meet Bank's or the ACH Operator's deadline for SDA, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next available processing deadline on which the ACH Operator is open for business.

11.7 Customer further acknowledges that Bank will not consider the content of the Company Descriptive Date indicator when determining Customer's intent for processing and settlement of SDA Entries.

11.8 Customer will not initiate SDA Entries that are otherwise ineligible for SDA Entry processing and settlement in accordance with the *NACHA Rules*.

11.9 Customer otherwise agrees to and will comply with all other requirements under the *NACHA Rules* and by Bank with respect to SDA Entries, including as the same may be amended from time to time.

11.10 Customer will indemnify and hold Bank harmless from any SDA Entry processing and settlement that is performed by Bank as described herein and in accordance with the *NACHA Rules*, notwithstanding Customer's intent.

11.11 Customer will indemnify and hold Bank harmless from any intended SDA Entry not meeting the ACH Operator deadline due to Customer delays, or due to Bank processing delays that are beyond Bank's reasonable control.

12. Tax Payments. If Customer uses the Service for the purpose of transmitting Entries or files consisting of tax payments to any governmental taxing or tax collecting agency or authority, in the case of a delay by Bank in transmitting any such tax payment, Bank shall be liable only to pay interest to Customer for the number of days of delay computed on the basis of the interbank compensation rules to which Bank subscribes or as otherwise required by applicable law or regulation. In the case of an improperly executed or erroneous Entries or files associated with tax payments, Bank will be liable only for any lost interest and expenses, such as fees paid to Bank or to another institution for the transfer or for correcting or replacing the Entries or files. Bank shall not be liable for any other damages, including and without limiting the generality of the foregoing, interest computed other than as stated above or penalties, fines or loss of discount imposed by a taxing or tax collecting agency or authority due to a late or erroneous tax payment.

Bank will use its best efforts to cooperate with Customer to abate any penalties, fines, interest or other charges imposed on Customer by any taxing or tax collecting agency or authority as a result of such delayed or improperly executed or erroneous Entries or files associated with tax payments.

13. **Bank Responsibilities; Limitations on Liability; Indemnity; Disclaimer of Warranties.**

13.1 The liability of Bank under this Addendum 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. Without limiting the foregoing, Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Financial Institution, Automated Clearing House or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Customer agrees to indemnify and defend Bank against any loss, liability or expense (including reasonable attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in this **Section 13.1**. Customer shall be responsible for any fines levied against Bank by NACHA, the ACH Rules Enforcement Panel, and any regulatory authority having jurisdiction over Bank arising from any violation or alleged violation of any applicable law, regulation, or the *NACHA Rules* directly resulting from Entries transmitted by Customer. Customer shall also be responsible for any fees imposed upon Bank by NACHA for the return of an Entry initiated by Customer that did not comply with the NACHA Rules or the terms of this Addendum.

13.2 Customer acknowledges and agrees that Bank's provision of the Service hereunder may be interrupted from time to time. Without limiting the generality of the foregoing, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment or software error or malfunction, war, acts of terrorism, emergency conditions or other circumstances beyond Bank's control. From time to time Bank may need to temporarily suspend processing of a transaction (particularly an international ACH transaction) for greater scrutiny or verification, including, but not limited to, suspending processing to review for suspected fraudulent activity or for OFAC compliance in accordance with applicable OFAC guidance, and Bank shall be excused if this action causes delay in the settlement and/or availability of the transaction. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry (i) if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (ii) if, for any reason, the ACH Operator fails or declines to process an Entry; (iii) if, in Bank's reasonable judgment, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any applicable rule, law, regulation, or regulatory requirement; (iv) if Bank reasonably suspects that a transaction involves fraudulent activity, or (v) if processing an Entry, in Bank's sole discretion, would cause it to engage in an unsafe or unsound practice.

13.3 EXCEPT AS OTHERWISE PROVIDED IN THIS ADDENDUM, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS," AND BANK AND ITS AGENTS DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

14. **Set-Off and Other Bank Remedies.** Bank may, but shall not be obligated to, complete any transaction in connection with providing the Service hereunder if there are insufficient available funds in Customer's Settlement Account(s) (as defined below) to complete the transaction. In the event any actions by Customer result in an overdraft in Customer's Settlement Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Settlement Accounts, Customer shall be responsible for repaying the overdraft immediately, without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set-off the unpaid balance of any amount owed it in connection with the Service against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other account maintained by Customer at, or evidenced by any certificate of deposit issued by, Bank. If any of Customer's Settlement Accounts become overdrawn, under-funded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Addendum, whether or not matured or liquidated.

15. **Settlement Account; Pre-Funding.**

15.1 Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Addendum by debiting the account or accounts of Customer identified in the Set-Up Form(s) or otherwise with respect to this Addendum (which shall collectively, be referred to herein as the "Settlement Account") or any future accounts established by Customer at Bank, and Bank shall credit the Settlement Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Customer. Such credit shall generally be made as of the day of such receipt by Bank.

15.2 Customer agrees to irrevocably provide available funds in the Settlement Account for the total amount of all credit Entries submitted to Bank for processing. Customer's Settlement Account will generally be debited on the Settlement Date of the Entries/files.

15.3 Notwithstanding the requirements of **Section 15.2**, Bank reserves the right, in its sole and exclusive discretion and at any time, to require, as a condition of initiating any ACH credit Entries/files, that Customer irrevocably provide available funds in the Settlement Account for the total amount of such Entries/files submitted to Bank for processing, e.g., two (2) Business Days prior to the Effective Date of the transactions ("Pre-Funding"). In such event, Bank will place a hold on funds in the Settlement Account equal to the total amount of the ACH credit Entries on the Business Day that Bank begins processing Customer's ACH file, and Customer's Settlement Account will be debited on the Settlement Date of the Entries/files, simultaneously with removal of the hold on funds in the Settlement Account.

16. Risk Mitigation. In order to reduce the risk of loss to which Bank is subject under this Addendum, Bank may in its sole discretion establish such risk mitigation procedures as Bank deems reasonably necessary, including without limitation requiring personal guaranties of Customer's principals, prefunding of credit Entries, delayed availability of funds to Customer to cover returned debit Entries, requiring that Customer establish a credit line to secure its obligations, and submission of unbalanced files (e.g., submission of a credit file for which Bank shall then create the offsetting debit file.)

17. Due Diligence. Customer will supply Bank with due diligence information when reasonably requested including but not limited to, information regarding the creditworthiness of Customer and projected return rates. Bank may, in its reasonable discretion, conduct a limited review of Customer's operations to ensure compliance with the provisions of this Addendum. Where Bank reasonably believes that Customer's financial condition is impaired or deteriorating, Bank may refuse to process any Entries or may require Pre-Funding of all Entries.

18. Cancellation or Amendment of an Entry. Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Customer to cancel an Entry before transmitting it to the ACH Operator or crediting or debiting an On-Us Entry. Any such request shall comply with this Addendum, including the Security Procedures applicable to the Service. Bank shall have no liability if cancellation or amendment is not accomplished as requested. Customer shall reimburse Bank for any expenses, losses or damages Bank may incur in effecting or attempting to effect Customer's request for the cancellation or amendment of an Entry.

19. Rejection of Entries.

19.1 In the event any Entry is returned or rejected by the ACH Operator or any RDFI or Intermediary Depository Financial Institution for any reason whatsoever, it shall be the responsibility of Customer to remake and resubmit such Entry or otherwise resolve the returned or rejected Entry in accordance with the *NACHA Rules*.

19.2 Bank shall remake such Entry in any case where rejection or return by the ACH Operator was due to mishandling of such Entry by Bank and sufficient data is available to Bank to permit it to remake such Entry. In all other instances, Bank's responsibility will be to receive rejected or returned Entries from the ACH Operator, perform necessary processing, control and settlement functions, and to forward such Entries to Customer. Except for an Entry retransmitted by Customer in accordance with the requirements of **Section 4** - Transmittal of Entries by Customer, Bank shall have no obligation to retransmit a returned or rejected Entry to the ACH Operator if Bank complied with the terms of this Addendum with respect to the original Entry.

19.3 Bank may reject any Entry which does not comply with the requirements of **Section 4** - Transmittal of Entries by Customer, or **Section 5** - Security Procedures. Bank may also reject any Entry which contains a future Settlement Date that exceeds the limits set forth within the Service or as otherwise provided by Bank. Bank may reject an On-Us Entry for any reason for which an Entry may be returned or rejected under the *NACHA Rules*. Bank may reject any Entry or file if Customer has failed to comply with its Settlement Account balance obligations under this Addendum, or Customer's exposure limit. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reasons of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank may monitor Customer's rejected or returned Entries. Bank reserves the right, in its sole and exclusive discretion, to require Customer to establish a reserve Account in the event that an excessive number of Customer's debit Entries are rejected or returned.

19.4 In accordance with *NACHA Rules*, Bank may monitor returned Entries, and in its sole discretion, may: (1) require Customer to lower its return rates, (2) invoke premium penalty fees for unauthorized or excessive return rates, and/or (3) invoke termination or suspension of the Service and/or this Addendum as provided herein.

20. Reversals; Re-Initiation of Entries. Customer may reverse a file or Entry pursuant to the *NACHA Rules*. If Customer reverses an Entry or file, Customer shall indemnify Bank against any claim, alleged claim, demand, loss, liability or expense resulting directly or indirectly from such reversal. Customer may not re-initiate Entries except as prescribed by the *NACHA Rules*.

21. Notice of Returned Entries and Notifications of Change.

21.1 Bank shall notify Customer in accordance with **Schedule A** of the receipt of any returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Addendum with respect to the original Entry. If a customer or client of Customer asserts that an Entry was unauthorized, Customer shall be solely responsible to collect any funds owed to Customer. Bank has no obligation to originate a transaction where authorization has been revoked.

21.2 Bank shall notify Customer of all Notifications of Change received by Bank relating to Entries transmitted by Customer, in accordance with **Schedule A**, within two (2) Business Days after receipt thereof. Customer shall ensure that changes requested by the Notifications of Change are made within six (6) Business Days of Company's receipt of the Notification of Change information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

22. Entries Returned as Unauthorized. Customer shall comply with all requirements in the *NACHA Rules*, including the duty to submit only those Entries that have been properly authorized. In the event that an Entry is returned as unauthorized or authorization revoked, Customer will contact the necessary parties and resolve any dispute. During this process, Customer may ask Bank to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." Bank will use reasonable efforts to obtain the statement and will deliver it to Customer when received. Customer agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless the customer re-authorizes the Entry or Entry stream.

23. Pre-Notification and Rejection of Pre-Notification. Bank recommends that, as permitted by the *NACHA Rules* or applicable law, Customer send pre-notifications at least three (3) Business Days prior to initiating an authorized Entry to a particular account in a format and medium approved by the *NACHA Rules*. Customer may also initiate a new pre-notification (i) when any changes are made to an account number, financial institution, or individual identification number or (ii) as otherwise stated in the *NACHA Rules*. If Customer receives notice that any such pre-notification has been rejected by an RDFI, Customer will not initiate any related Entry until the cause for rejection is resolved as provided in the *NACHA Rules*. If Customer receives notice that an RDFI will not receive Entries without having first received a copy of the authorization signed by its customer, Customer will not initiate any Entry to such customer(s) until it has provided the RDFI with such authorization within the time limits provided in the *NACHA Rules*. Customer understands and acknowledges that once a pre-notification has been initiated using the Services, Customer shall not initiate any Entry to such customer(s) for three (3) Business Days.

24. Unauthorized Return Rate in Excess of NACHA Rules Limits. In the event the rate of unauthorized returns of Entries submitted by Customer exceeds the limits provided in the *NACHA Rules*, as the same may be amended from time to time, Bank will share the data with Customer and Customer will take immediate steps to revisit its authorization procedures to reduce the unauthorized return rate to comply with the *NACHA Rules* and shall further promptly prepare and submit a written plan and timeline to Bank noting Customer's intended plan to reduce unauthorized returns. Customer shall be responsible for any fines or fees levied against Bank by NACHA, the ACH Rules Enforcement Panel, and any regulatory authority having jurisdiction over Bank directly resulting from the rate of unauthorized returns of Entries submitted by Customer exceeding the limits provided in the *NACHA Rules*.

25. Inconsistency of Name and Account Number. Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, posting of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Customer, even if such account number identifies a person different from the named Receiver. Customer's obligation to settle the amount of the Entry to Bank is not excused in such circumstances. Similarly, if an Entry describes an RDFI inconsistently by name and routing number, payment of such Entry may be made based on the routing number, and Customer shall be liable to pay that Entry.

26. Right to Audit. Customer agrees to review its compliance with the *NACHA Rules* on a periodic basis. Upon reasonable written notice to Customer (five (5) Business Days being deemed, in all circumstances, the maximum reasonable notice required), Customer shall permit Bank to review Customer's operations as they relate to compliance with this Addendum and the *NACHA Rules*, and to examine and copy any books, records, and source documents related thereto.

27. Data Retention. Customer shall retain Entry data on file adequate to permit remaking of Entries for seven (7) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon request. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the *NACHA Rules* regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents and records of authorization, in accordance with the *NACHA Rules*. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Addendum may be electronically recorded and retained by either party by use of any reasonable means.

28. Evidence of Participant Authorization. To the extent required by the *NACHA Rules* or applicable law, Customer will obtain all consents and written authorizations for all Entries in accordance therewith. Such authorizations and any related disclosures shall be in a form that complies with (i) all requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, as the same may be amended from time to time, including, without limitation, any applicable requirements of Regulation E and the Federal Electronic Funds Transfer Act. Each Entry will be made according to such authorization and shall comply with the *NACHA Rules*. No Entry will be initiated by Customer after such authorization has been revoked or the arrangement between Customer and such Receiver or other party has terminated. Customer shall retain all consents and authorizations for the period required by the *NACHA Rules*. Customer will furnish to Receiver, or to Bank upon its request, an original or a copy of an authorization as required under or for any purpose required by the *NACHA Rules*. No investigation or verification procedure undertaken by Bank shall be deemed to limit or waive Customer's obligations under this **Section 28**.

29. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Addendum, Bank and Customer shall undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

30. Records of Bank. All electronic or other files, Entries, security procedures, and related records used by Bank for transactions contemplated by this Addendum shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

31. Data Breaches.

31.1 Customer agrees that it will adopt and implement its own commercially reasonable policies, procedures and systems to provide security as to the information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"), including but not limited to, Consumer-Level ACH Data.

31.2 Customer agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions.

31.3 Customer will provide prompt and accurate notification to Bank with regard to any Data Breaches when known or reasonably suspected by Customer, including but not limited to, Data Breaches to Consumer-Level ACH Data, but no later than one (1) Business Day after becoming aware of the breach, by calling Bank at the telephone number provided in Section 26 of the Master Agreement. Customer will also take all reasonable measures, which may include, without limitation, retaining computer forensic experts, to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to Bank.

32. Fees / Charges. Customer will compensate Bank for the Service in accordance with the Fee Schedule between Bank and Customer in effect from time to time that may apply to the Service.

33. Termination. The parties may terminate this Addendum in accordance with the terms and conditions of the parties' Master Agreement. In addition, if Customer breaches the *NACHA Rules* or causes Bank to breach the *NACHA Rules*, this Addendum may be terminated or suspended by Bank upon ten (10) Business Days' notice, or such shorter period as may be provided in the parties' Master Agreement. Termination of this Addendum shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to termination or the payment obligations of Customer with respect to services performed by Bank prior to termination or any obligations or provisions that survive termination of this Addendum or the Master Agreement.

34. Governing Law. In addition to the terms and conditions of the parties' Master Agreement, the parties agree that while any payment order governed by this Addendum that involves a consumer may be of a funds transfer subject to the federal Electronic Funds Transfer Act, all actions and disputes as between Customer (or any Third- Party Service Provider acting on Customer's behalf) and Bank shall be governed by Article 4-A of the U.C.C., as varied by this Addendum.

35. Effectiveness. Customer agrees to all the terms and conditions of this Addendum. The liability of Bank under this Addendum shall in all cases be subject to the provisions of the Master Agreement and the Appendix, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Addendum replaces and supersedes all prior arrangements on file with respect to the services described herein 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: _____

- A. Delivery Method(s):** Bank will accept the following method of file transmission or delivery:
- (i) **Business Online Banking Service.** Customer may create and transmit a NACHA-formatted file to Bank via the Business Online Banking Service. Customer agrees to the terms of the Business Online Banking Service and its related Security Procedures (including as described in the Appendix) when initiating Entries as described therein.
 - (ii) **File Import.** Customer may create its own NACHA-formatted or text file using its own proprietary accounting or similar software/system(s) and send that file to Bank by uploading the file through the Business Online Banking Service. Connectivity between Bank and Customer must be established and successfully tested prior to live transactions.
- Any method which utilizes the Internet must be appropriately encrypted using a commercially reasonable security technology that, at a minimum, is equivalent to industry-standard encryption technology as defined by Bank.**
- B. Format and content of Entries:** File format and content must meet the specifications as detailed in Appendix Two of the *NACHA Rules* as in effect on the date of transmission.
- C. Permitted SEC Codes:** Authorized SEC codes are identified in the Services' Set-up Form(s). All other SEC Codes that Bank may subsequently permit in its sole discretion and from time to time with respect to the Service will require pre-approval by Bank and may only be used with proper designation on a Set-Up Form associated with the Service and in accordance with additional instructions from and requirements by Bank, as applicable. Bank reserves the right to reject any Entry or group of Entries that includes an unauthorized SEC Code.
- D. Delivery Deadlines / Cut-Off Times:** Except for Same-Day ACH Entries, ACH transmissions must be received by Bank as follows:
- Debit transactions** must be received by Bank no later than 4:00 p.m. ET on a Business Day, at least one (1) Business Day prior to the Effective Entry Date of the transactions contained in the submission. Transactions received after the cut-off time on a Business Day will be deemed to have been received on the following Business Day.
 - Credit transactions** must be received by Bank no later than 4:00 p.m. ET on a Business Day, at least two (2) Business Days prior to the Effective Entry Date of the transactions contained in the submission. Transactions received after the cut-off time on a Business Day will be deemed to have been received on the following Business Day.
 - SDA Transactions** must be received by Bank no later than 1:30 p.m. ET on a Business Day and the Effective Entry Date must be the Business Day it is received at Bank. Delivery deadlines/cut-off times for Same-Day ACH Entries are subject to additional instructions to be provided by Bank.
- E. Warehousing:** Bank may reject any Entry which contains an Effective Entry Date that is more than three (3) days prior to the date the Entry is released to Bank, unless otherwise agreed by Bank in its sole discretion.
- F. Business Day(s):** Federal holidays shall not be considered a Business Day for purposes of this Schedule.
- G. Notice by Bank:** If an Entry is rejected, returned or if a Notification of Change is received, Bank shall notify Customer by mail or via the Business Online Banking Service.

Customer Initials: _____

Bank Use Only	
By: _____	Misc. Information: _____
Scan: _____	_____

**Settlement
Account(s)**

Customer designates the following Androscoggin Bank deposit accounts as the Settlement Account(s) for Customer's ACH activity:

Account: _____

Account: _____

Account: _____

Customer Initials: _____

Bank Use Only

By: _____ Misc. Information: _____
Scan: _____