

ACH ORIGATION SERVICE TERMS AND CONDITIONS

These Terms and Conditions describe the Service you have selected and set forth provisions governing your use of this Service. These Terms and Conditions are incorporated into and part of the Cash Management Services Master Agreement. By using this Service, you agree to be legally bound by these Terms and Conditions and the Cash Management Services Master Agreement.

BACKGROUND

These Terms and Conditions are “Terms and Conditions” under the Cash Management Services Master Agreement between you and us (the “Master Agreement”) relating to the Service, i.e. ACH Origination Services, described herein.

You wish to initiate Credit Entries and/or Debit Entries by means of the Automated Clearing House Network (“ACH”) pursuant to these Terms and Conditions and the rules of the National Automated Clearing House Association (“Nacha”) and the rules of the ACH (as hereafter defined) (the “Rules”), and we are willing to act as an Originating Depository Financial Institution with respect to such Entries.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term “Entries” shall have the meaning provided in the Rules and shall also mean the data received from you hereunder from which we prepare Entries.

1. TERMS AND CONDITIONS

1.1. *Transmittal of Entries by You.* You shall transmit Entries to us to the location(s) and in compliance with the formatting and other requirements set forth in Exhibit A attached hereto. The total dollar amount of Entries transmitted by you to us on any one day shall not exceed the daily limits set forth by you, provided that we may, in our sole discretion and without advance notice to you, increase or decrease these limits. In the event that we change the limits, we shall notify you by mail or, at our option, telephone call or electronic mail, within one business day of the change. If you have any questions regarding the daily limits in effect at any particular time or about whether a particular transaction will be honored, please contact Cash Management Customer Service.

1.2. *Compliance with Security Procedures.* In addition to the security procedures described in the Master Agreement, Exhibit B and the following security procedures shall apply with respect to Entries under these Terms and Conditions:

- (a) If an Entry (or a request for cancellation or amendment of an Entry) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your Entry (or request) and, in the event that the Entry was a Credit Entry, you shall be obligated to pay us the amount of such Entry even though the Entry (or request) was not authorized by you, provided we accepted the Entry in good faith and acted in compliance with the security procedures described herein and in the Master Agreement with respect to such Entry. If email address comparison is to be used as a part of that security procedure, we shall be deemed to have complied with that part of such procedure if we compare the e-mail address accompanying a file of Entries (or request for cancellation or amendment of an Entry) received within the e-mail of an authorized representative of you as completed in the Master Agreement and, on the basis of such comparison, believe the email address accompanying such file to be that of such authorized representative.

- (b) If an Entry (or request for cancellation or amendment of an Entry) received by us was transmitted or authorized by you, you shall, in the event that the Entry was a Credit Entry, pay us the amount of the Entry, whether or not we complied with the security procedures described in the Master Agreement with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if we had complied with such procedures.

1.3. Use of Proper SEC Code.

- (a) You shall use the appropriate SEC Code for each Entry.
- (b) For Subsequent Entries to Consumer Accounts: you may use the SEC Code related to either the manner in which the authorization was obtained or the manner in which the Receiver's affirmative action to initiate the Subsequent Entry was communicated. If the Standing Authorization was obtained via a telephone call or via the Internet or a Wireless Network, you may not identify any Subsequent Entry as a PPD Entry. If a Subsequent Entry is initiated at an electronic terminal, you must identify the Entry as a POS Entry or MTE Entry, regardless of how the Standing Authorization was obtained.

1.4. Processing, Transmittal and Settlement by Us

- (a) Except as provided in Section 1.5 (concerning On-Us Entries) and Section 1.6 (concerning Rejection of Entries), we shall (i) process Entries received from you to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve Bank of Philadelphia, the Electronic Payments Network or a similar network (the "ACH") acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.
- (b) We shall transmit such Entries to the ACH by the deadline of the ACH set forth in Exhibit C attached hereto, in the case of Debit Entries, one business day, and in the case of Credit Entries, two business days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by our related cut-off time set forth on Exhibit C on a business day, (ii) the Effective Entry Date is at least one (1) or two (2) days after such business day depending on transaction type, and (iii) the ACH is open for business on such business day. If you have elected same-day origination and subject to the conditions in (i) and (iii) above, we shall transmit eligible Entries to the ACH on the same business day received by us. Entries shall be deemed received by us, in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein or in the Master Agreement) is completed as provided in Exhibit A.
- (c) If any of the requirements of clause (i), (ii) or (iii) of Section 1.4(b) are not met, we shall use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH following that specified in Exhibit C which is a business day and a day on which the ACH is open for business.
- (d) We shall have no responsibility to process any Entries which are not received by us in a proper format and in accordance with this Section 1.4.
- (e) You understand and agree that we may, in the performance of our obligations under this Section 1.4 and Section 1.5 (concerning On-Us Entries), use one or more agents. The use of any agent in such capacity shall not relieve us from any of our obligations hereunder.

- (f) We may require you to prefund your account to ensure that it contains sufficient available funds to cover the full amount of Credit Entries in the authorized account and place a hold on the funds at the time the Credit Entries are submitted to us. We are not obligated to process the Entries unless there are sufficient available funds.

1.5. *On-Us Entries.* Except as provided in Section 1.6 (concerning Rejection of Entries), in the case of an Entry received for credit or debit to an account maintained with us, i.e. where no ACH is used, (an “On-Us Entry”), we shall credit, in the case of a Credit Entry, or debit, in the case of a Debit Entry, the Receiver’s account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 1.4(b) are met. If either of those requirements is not met, we shall use reasonable efforts to credit, in the case of a Credit Entry, or debit, in the case of a Debit Entry, the Receiver’s account in the amount of such Entry no later than the next business day following such Effective Entry Date.

1.6. *Rejection of Entries.*

- (a) Discretion to Reject Entries. We may reject any Entry which does not comply with the requirements of Section 1.1 (concerning Transmittal of Entries by you) or Section 1.2 (concerning Security Procedures) or which we reasonably determine is prohibited by any applicable law or regulation, including, without limitation, any law enforced by the Office of Foreign Assets Control (“OFAC”) of the United States Department of the Treasury or which contains an Effective Entry Date more than thirty (30) days after the business day such Entry is received by us. We may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. We may reject any Entry if you have failed to comply with your payment or funding obligations under Section 1.9 (concerning Payment for Credit Entries) or your account balance obligations under Section 1.10 (concerning the Account). We may reject any entry if you do not adhere to security procedures as described in Exhibit B and the Master Agreement. We shall notify you by telephone, or, at our option, where such Entry was transmitted to us by electronic transmission, by electronic transmission, of such rejection no later than the business day such Entry would otherwise have been transmitted by us to the ACH or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. We shall have no liability to you by reason 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.
- (b) Restrictions on Entries. We shall reject all Entries involving gambling transactions and reserve the right to adopt additional restrictions on the type of Entries that we process. Any additional restrictions on the type of Entries processed by us shall be effective upon written notice to you. We shall have no liability to you by reason of the rejection of any such Entry.

1.7. *Cancellation or Amendment by You.* You shall have no right to cancel or amend any Entry after its receipt by us. However, if such request complies with the security procedures described in Exhibit B for the cancellation of Data, we shall use reasonable efforts to act on a request by you for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting, where the Entry is a Credit Entry, or debiting, where the Entry is a Debit Entry, a Receiver’s account, but shall have no liability if such cancellation is not effected. You shall reimburse us for any expenses, losses, or damages (including reasonable attorneys’ fees) we may incur in effecting or attempting to effect your request for the reversal of an Entry.

1.8. *Notice of Returned Entries.* We shall notify you by mail or, at our option, by electronic transmission, of the receipt of a returned Entry from the ACH no later than one business day after the business day of such receipt. Except for an Entry retransmitted by you in accordance with the requirements of

Section 1.1 (concerning Transmittal of Entries by You), we shall have no obligation to retransmit a returned Entry to the ACH if we complied with these Terms and Conditions with respect to the original Entry.

1.9. Payment for Entries.

- (a) Credit Entries. You shall pay us the amount of each Credit Entry transmitted by us pursuant to these Terms and Conditions at such time on the date of transmittal by us of such Entry as we, in our discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as we, in our discretion, may determine. We may, in our discretion, in lieu of requiring you to pay the amount of each Credit Entry on the date of transmittal of such Entry by us: (i) restrict or withhold the availability of funds in the Account (as defined in Section 1.10) equal to the amount of each Credit Entry on the date of transmittal by us of such Entry until the Settlement Date of such Entry; or (ii) permit you to pay us the amount of each Credit Entry not later than the Settlement Date of such Entry. In addition to the waiver provision in the Master Agreement, in the event that we shall from time to time permit or accept payment of the amount of any Credit Entry on a date after the date of transmittal of such Entry by us, such action shall not: (A) constitute a waiver or modification of these Terms and Conditions; (B) establish any course of dealing between the parties; or (C) in any way alter or restrict our ability to require at any time, and without prior notice to you, payment of the amount of any Credit Entry on the date of transmittal of such Entry by us.
- (b) Debit Entries. We shall credit the Account at such time on the Settlement Date, or in the event the Settlement Date is not a business day, on the next business day following the Settlement Date, as we, in our discretion, may determine with the amount of each Debit Entry transmitted by us to the ACH, and at such time on the applicable Effective Entry Date as we, in our discretion, may determine with the amount of each On-Us Entry debited to a Receiver's account under these Terms and Conditions. Any amount so credited shall be available for withdrawal by you on the day such amount is credited to the Account. In the event any Debit Entry is returned by a Receiving Depository Financial Institution in accordance with the Rules after we have provided such credit, you shall, upon demand, repay us the amount of such Entry. We may treat as a Returned Entry any On-Us Entry to be debited to a Receiver's account if there are not sufficient funds in the Receiver's account to honor the Entry and shall notify you of any such Entry as provided in Section 1.8 (concerning Notice of Returned Entries).

1.10. *The Account*. Notwithstanding any conflicting fee provisions in the Master Agreement, we may, without prior notice or demand, obtain payment of any amount due and payable to us for the Service by debiting your Bank Deposit Account(s) referred as (the "Account"), and shall credit the Account for any amount received by us by reason of the return of an Entry transmitted by us for which we have previously received payment from you. Such credit shall be made as of the day of such receipt by us. You shall at all times maintain a balance of available funds in the Account sufficient to cover your payment obligations under these Terms and Conditions. You hereby grant to us a security interest in the Account and any other deposit accounts you may now or hereafter have with us or our affiliates to secure all of your present and future obligations under these Terms and Conditions and the Master Agreement.

1.11. *Account Reconciliation*. Entries transmitted by us or credited or debited to a Receiver's account maintained with us will be reflected on your periodic statement issued by us with respect to the Account pursuant to the Rules and Regulations for Deposit Accounts. You agree to notify us promptly of any discrepancy between your records and the information shown on any periodic statement. If you fail to notify us of any discrepancy within ten (10) days of receipt of a periodic statement containing such

information, you agree that we shall not be liable for any losses resulting from your failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If you fail to notify us of any such discrepancy within ten (10) days of receipt of such periodic statement, you shall be precluded from asserting such discrepancy against us.

1.12. *Your Representations and Agreements.* In addition to the representations and warranties in the Master Agreement, with respect to each and every Entry initiated by you, you represent and warrant to us and agree that (a) each person shown as the Receiver on an Entry received by us from you has authorized the initiation of such Entry and the crediting or debiting of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry as provided in Section 1.13 (Form and Content of Authorization), (b) such authorization is operative at the time of transmittal or crediting by us as provided herein, (c) Entries transmitted to us by you are limited to those types of Credit Entries set forth in Section 1.1 (concerning Transmittal of Entries By You), and (d) you shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. You specifically acknowledge that you have received notice of the Rule regarding provisional payment and the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry.

1.13. *Form and Content of Authorization.* You agree to obtain the Receiver's authorization for each Debit or Credit Entry in accordance with the following requirements and the Rules.

(a) Debit Entries to a Consumer's Account.

(i) The Receiver's authorization must, at a minimum:

(A) Be in writing, except for TEL Entries.

(B) Be signed or similarly authenticated by the Receiver. You shall authenticate by means of a digital signature or code which both identifies the Receiver and demonstrates the Receiver's assent to the authorization, and, in addition, satisfies any authentication requirement from time to time applicable to the Entry under Regulation E (12 C.F.R. Part 1005).

(C) Be readily identifiable as an authorization.

(D) Use clear and conspicuous terms.

(E) Include language regarding whether the authorization is for a Single Entry, multiple Entries or Recurring Entries.

(F) State the amount of the Entries or include a reference to the method of determining the amount.

(G) Include the timing (including the start date), number, and/or frequency of the Entries.

(H) Include the Receiver's name or identity.

(I) State the account to be debited.

(J) State the date of the authorization.

(K) Include language that instructs the Receiver how to revoke the authorization directly with you (including the time and manner in which the communication must occur). For a Single Entry scheduled in advance, the Receiver's right to revoke the authorization must afford you and us a reasonable opportunity to act on the revocation prior to initiating the Entry.

(ii) Additional disclosure requirements:

(A) For TEL Entries, in addition to the requirements above, you shall include a telephone number for inquiries that is answered during normal business hours. This disclosure may be omitted if the TEL Entry is a Subsequent Entry. If you intend to provide written confirmation of the Receiver's authorization of the TEL Entry, you must disclose the manner in which such notice will be provided to the Receiver.

(B) For Standing Authorizations, in addition to the requirements above, you shall clearly specify the actions the Receiver can take to initiate any Subsequent Entry.

(iii) Alternative requirements for ARC, BOC, POP and RCK Entries: Instead of obtaining an authorization from the Receiver as set forth in this Section 1.13(a)(i), you may obtain authorization for these Entries by providing notice to the Receiver as provided for in the Rules.

(iv) For electronic authorizations, including WEB Entries: You may comply with the requirements of the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act") to meet the writing and signature requirements described above. You shall visually display all electronic authorizations in a manner that enables the Receiver to read the communication.

(v) For Standing Authorizations you may meet the authorization and accompanying disclosures as set forth in this Section 1.13(a)(i) and 1.13(a)(ii)(B) through a combination of the Standing Authorization and the Receiver's affirmative action to initiate a Subsequent Entry.

(b) Credit Entries to a Consumer's Account. You may obtain the Receiver's authorization in any manner permitted by applicable Legal Requirements.

(c) Entries to a Non-Consumer's Account. You may obtain the Receiver's authorization in any manner permitted by applicable Legal Requirements. You shall obtain the Receiver's agreement to be bound by these Rules.

1.14. *Evidence of Authorization*. You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations as follows:

(a) Consumer Authorizations.

- (i) You shall retain each authorization (or a copy or recording in the case of Oral Authorizations) for two years from termination or revocation of the authorization. For Recurring Entries, you shall also comply with the requirements under Regulation E and retain evidence of such compliance, including that you properly provided the Receiver with a copy of the authorization.

- (A) Additional requirements for Oral Authorizations for a Single Entry: You shall either provide the Receiver with written notice confirming the authorization prior to settlement of the Entry or make and retain a recording of the Receiver's Oral Authorization. In the event you elect to provide written notice confirming the authorization, you shall include in such notice the information set forth in Section 1.13, as applicable.

- (B) Additional requirements for Standing Authorizations: You shall retain proof that the Receiver affirmatively initiated each payment in accordance with the terms of the Standing Authorization for two years following the Settlement Date of the Entry. If the Standing Authorization is an Oral Authorization, you shall either provide the Receiver with written notice confirming the authorization prior to settlement of the first Subsequent Entry or make and retain a recording of the Receiver's Oral Authorization. In the event you elect to provide written notice confirming the authorization, you shall include in such notice the information set forth in Section 1.13, as applicable.

- (ii) At any time, and from time to time, during the retention period set forth above, you shall, upon our request, promptly provide an original, copy or recording of any Receiver's authorization, including evidence of the Receiver's affirmative action in the case of Subsequent Entries.

- (b) Non-Consumer Authorizations. You may either retain an accurate record evidencing the Receiver's authorization or maintain contact information, including a phone number or email address, for inquiries regarding authorization of Entries.

1.15. *Representations and Warranties Concerning WEB Entries*. You represent and warrant to us with respect to each Entry for which you received the Receiver's authorization via the Internet or a Wireless Network (a "WEB Entry") that:

- (a) Fraud Detection System. You have established and implemented a commercially reasonable fraudulent transaction detection system to screen each debit WEB Entry. The system must, at a minimum, validate the account to be debited for the first use of such account number and for any subsequent change to the account number. You shall implement an account validation method in accordance with applicable Nacha guidance that is appropriate for the volume and risk profile of the Entries you originate.

- (b) Verification of Receiver's Identity. You have established and implemented commercially reasonable methods to authenticate the identity of the Receiver of the debit WEB Entry. [At a minimum, you must use multifactor authentication methods.]

- (c) Verification of Routing Number. You have established and implemented commercially reasonable procedures to verify that the routing number provided by the Receiver is valid. This is not required if the WEB Entry is a Subsequent Entry.

- (d) Security of Internet Session. You have established a secure Internet session with the Receiver utilizing a commercially reasonable security technology providing a level of security that is no less secure than 128-bit SSL encryption technology prior to the Receiver's entry of any banking information, including, but not limited to, the Receiver's routing number and PIN number or other identification symbol.
- (e) Website Security Audits – Debit WEB Entries. You shall conduct or have conducted, at least annually, an audit to ensure that the financial information you receive from Receivers in connection with debit WEB Entries is protected by security practices and procedures that include, at a minimum, adequate levels of:
- (i) Physical Security. Physical security to protect against theft, tampering or damage. The components to be audited must at least include:
 - (A) Critical network, server and telecommunications equipment security restricting access only to authorized personnel.
 - (B) Firewalls fully deployed with secured processes for administering those firewalls.
 - (C) Firewalls protect websites from inappropriate and unauthorized access.
 - (D) Disaster recovery plans developed and reviewed periodically.
 - (ii) Access Controls. Personnel and access controls to protect against unauthorized access and use. The components to be audited must at least include:
 - (A) Security policies and procedures developed that clearly outline rules governing access to sensitive financial data.
 - (B) Hiring procedures that, at a minimum, verify applicant information and check references on new employees that will have access to Receiver financial information.
 - (C) Education of affected employees concerning information security and company practices and employee responsibility.
 - (D) Access controls, including: limiting employee access to secure areas and to documents and files containing Receiver financial information; rescinding access to terminated employees; minimizing visitor access to Receiver financial information and areas where such information is stored; restricting access from external networks to only authenticated users; and implementation of dual control procedures.
 - (E) Existence of audit trails to scrutinize the activities of users with access to Receiver financial information to detect anomalies.
 - (iii) Network Security. Network security to ensure secure capture, storage and distribution of Receiver financial information. The components to be audited must at least include:
 - (A) Maintenance of Receiver financial information behind firewalls and in an area inaccessible from the Internet.

- (B) Existence of a data retention schedule which encompasses data handling from capture to destruction.
- (C) Limitations on the distribution of Receiver financial information.
- (D) Encryption of all Receiver financial information when sent across networks.
- (E) Use and regular updating of anti-virus software.
- (F) Regular testing of security systems and processes.

(iv) You may omit debit WEB Entries that are Subsequent Entries from these audit requirements.

- (f) Website Security Audits – Copies of Audit Reports. Promptly upon receipt, you shall submit to us copies of all website security audit reports, including an ancillary findings and recommendations and any responses thereto made by you.
- (g) Website Security Audits – Certificate of Compliance. You shall from time to time, upon our request, promptly provide a certification from a duly authorized officer or representative that you have complied with the website security audit requirements set forth above and setting forth the date of completion of the most recent audit completed.
- (h) Permitted Examination by Us. You shall, upon reasonable advance notice by us of our intent to do so, permit us to examine your policies, procedures, physical facilities, Receiver authorizations, and records concerning any WEB Entries submitted to us by you for purposes of our evaluation of your compliance with the Master Agreement and these Terms and Conditions.

1.16. *Representations and Warranties Concerning TEL Entries.* You represent and warrant to us with respect to each Entry for which you received the authorization of the Receiver orally via the Telephone (a "TEL Entry") that:

- (a) Relationship with Receiver; Initiation of Call. You shall initiate TEL Entries only if (i) the Receiver initiated the telephone call or (ii) you have an existing relationship with the Receiver evidenced by a written agreement or by the Receiver's purchase of goods or services from you within the two (2) years preceding the date of the authorization.
- (b) Verification of Receiver's Identity. You have established and implemented a commercially reasonable method to verify the Receiver's name, address and telephone number. In addition, you have established and implemented a commercially reasonable method to authenticate the identity of the Receiver.
- (c) Verification of Routing Number. You have established and implemented commercially reasonable procedures to verify that the routing number provided by the Receiver is valid. This is not required if the TEL Entry is a Subsequent Entry.
- (d) Permitted Examination by Us. You shall, upon reasonable advance notice by us of our intent to do so, permit us to examine your policies, procedures, physical facilities, Receiver authorizations, and records concerning any TEL Entries submitted to us by you for purposes

of our evaluation of your compliance with the Master Agreement and these Terms and Conditions.

- 1.17. *Unsecured Electronic Networks.* To the extent any banking information related to an Entry or an oral authorization for an Entry (other than a TEL Entry) is Transmitted via an Unsecured Electronic Network, you must comply with the applicable security requirements as described in the Rules.
- 1.18. *Additional Limitation on Liability.* In addition to the limitations on liability in the Master Agreement, we shall be excused from failing to transmit or from any delay in transmitting an Entry if such Transmittal would result in our exceeding any limitation upon our intraday net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment, our otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In addition to any corresponding provisions in the Master Agreement, our liability for loss of interest resulting from our error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that we are responsible for any act or omission of you.
- 1.19. *Inconsistency of Name and Account Number.* You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by us to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by us in the case of an On-Us Entry) on the basis of the account number supplied by you, even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the Entry to us is not excused in such circumstances.
- 1.20. *Notifications of Change.* We shall notify you of all notifications of change received by us relating to Entries transmitted by you by mail or, at our option, by electronic transmission (email) or telephone call no later than two (2) business days after receipt thereof.
- 1.21. *Payment for Services.* With respect to the Service, you agree to pay the service charges and transaction fees set forth in the most recently published Commercial Fee Schedule or otherwise provided to you.
- 1.22. *Data Retention.* You shall retain data on file adequate to permit remaking of Entries for thirty (30) days following the date of their transmittal by us as provided herein, and shall provide such data to us upon our request.
- 1.23. *Compliance with Nacha and ACH Rules.* We reserve the right to audit you on a periodic basis for your compliance with the terms of these Terms and Conditions and the rules of Nacha and the ACH, as they may be amended from time to time. In addition to the termination provisions in the Master Agreement, in the event we determine, either as a result of an audit or otherwise, that you are in violation of or have violated any rule of Nacha or the ACH, including but not limited to the Nacha Risk Management and Assessment Rule, we reserve the right to immediately terminate this Service pursuant to the terms of the Master Agreement or to suspend our performance in a manner that permits us to ensure that such violation is remedied, and that you are in full compliance with all applicable rules.
- 1.24. *Survival.* Notwithstanding the termination and survival provisions in the Master Agreement, any termination of this Service shall not affect any of our rights and your obligations with respect to Entries initiated by you prior to such termination, or your payment obligations with respect to Services performed by us prior to termination or any other obligations that survive termination of the Service.

EXHIBIT A

Our Location and Format of Transmissions

**Fulton Financial Corporation
One Penn Square
P. O. Box 4887
Lancaster, PA 197604**

The Bank will provide the Nacha file specifications, if requested by the customer. The file layout and specifications will be provided to customers that generate their own Nacha file or use a third party software program.

Please see:

**Fulton Financial Corporation
ACH Debit and Credit Origination Packet**

EXHIBIT B

Security Procedures for Transmission and Cancellation

The following security procedures are applicable for each method of data transmission:

FILE TRANSFER PROTOCOL (FTP TRANSMISSION):

You will review the File Transfer Protocol Terms and Conditions and will be granted access to the FTP system using a unique User ID and Password. We verify originator through recognition of the file and batch header records and may compare the total dollar value and effective date of the file reported by you.

BOSS ONLINE BANKING ACH MODULE:

You will review the BOSS Service Terms and Conditions and execute the BOSS Services Setup Form and will be granted access to the BOSS Service using a unique User ID(s) and Password(s). We verify originator through recognition of the file and batch header records and may compare the total dollar value and effective date of the file reported by you.

EXHIBIT C

ACH and Institution Cut-Off Times

ACH PROCESSING

All ACH Origination files containing outgoing credits such as Direct Deposit of Payroll, Vendor Payments, Tax Payments, etc., should be received at least TWO (2) BUSINESS DAYS prior to the effective date of the transaction (date transactions will post to the respective accounts). If you have elected and are entitled to same-day origination we shall transmit eligible Entries on the same business day. Same Day Entries must be received and transmitted to the Bank by 10:00 a.m. EST. All other Files may be released for processing by us up to 4:00pm ET.

All ACH Origination files containing outgoing debits such as Consumer Debits, Membership Drafts, Payment Collections, etc., should be received at least ONE (1) BUSINESS DAY prior to the effective date of the transaction (date transactions will post to the respective accounts). If you have elected and are entitled to same-day origination we shall transmit eligible Entries on the same business day. Same Day Entries must be received and transmitted to the Bank by 10:00 a.m. EST. All other Files may be released for processing by us up to 4:00 p.m. EST.

The processing schedule assumes you want your file processed in the next run. You can send your ACH files early, as long as the effective date specifies when the transactions should post. If the effective date for posting is later than two business days, your file will be warehoused and released two business days before the effective date for credits and one business day before the effective date for debits. (For example, if your credit file has an effective date of Friday the 9th and we receive it on Monday the 5th, it will be warehoused until Wednesday the 7th.)

If you are a new ACH customer, you should send us a test file at least SIX (6) BUSINESS DAYS prior to the date when you will begin sending live transactions. We request that you send us a prenote file (a file with zero dollars) as your test file so we can run it through the Bank's ACH Core Banking system. Otherwise, we cannot guarantee that your live file will process properly