ACH POSITIVE PAY 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

You maintain one or more depository accounts with us (each an "Account"). NACHA maintains the Automated Clearing House network ("ACH" or "ACH Network"), an electronic network intended to facilitate the transfer of funds between us and/or holders of accounts at such institutions. We are a member of NACHA and, thereby, a participant in the ACH Network.

Our participation in the ACH Network enables any other participant in the ACH Network to transmit instructions for automatic debits and credits from any depository account maintained with us. Accordingly, there is potential for unauthorized or otherwise fraudulent ACH transaction requests to be submitted to your Accounts for payment or credit.

The ACH Positive Pay Service allows you to review incoming ACH debit and credit transactions and approve or instruct us to reject them. In addition to such notifications, we offer you the ability to establish an approved ACH approved vendor list.

ARTICLE I. TERMS AND CONDITIONS

1.1 *Subscription*. You hereby subscribe to the ACH Positive Pay Service, offered by us, for the Account(s) indicated on an ACH Positive Pay Addendum Setup Information form ("Setup Form"). The instructions for each Account provided by you in the Setup Form and other Documentation are your authorization to pay or return each incoming ACH transaction through use of this Service.

1.2 *Initial Effective Date*. Notwithstanding the effective date of the Master Agreement, the ACH Positive Pay Service to which you subscribe shall become effective upon our notification of implementation of the same to you by mail or, at our option, by e-mail, fax transmission or telephone call, [but no later than the 'Start Date' specified on the Setup Form].

1.3 *Default Payment Option*. For each Account included by you in the ACH Positive Pay Service, you are required to select a default payment option, either (i) "Accept All ACH Transactions," which provides that incoming ACH transactions will be applied to the Account unless you manually change the payment status to "return," or (ii) "Return All ACH Transactions," which provides that incoming ACH transactions will be returned unpaid unless they meet certain parameters specified by you or you manually change the payment status to "accept."

1.4 *Notification Settings and Conditions*. [**We may provide daily notifications of incoming ACH transactions as a courtesy to you**.] For each Account, you may elect to receive a single alert for all incoming ACH transactions in a day or to receive an alert for each incoming ACH transaction. You must provide at least one email address [**or mobile phone number**] as a default address to receive notifications as a part of this Service. For each Account, we may allow you to specify additional notification conditions. You may elect to receive notifications for all incoming ACH transactions or only for incoming ACH transactions that meet certain criteria established by us from time to time (e.g., dollar threshold, payment channel).

[**Notwithstanding any courtesy notifications provided by us, you are responsible for checking your Accounts enrolled in the Service each business day for incoming ACH transactions.]**

1.5 *Approved List*. For each Account, you may create a list of companies whose incoming ACH transactions requests are preapproved for payment from and credit to the Account. You also may limit the preapproved transactions for each listed company to amounts below a certain threshold.

1.6 *Manually Changing the Transaction Status*. For each incoming ACH transaction, the default payment option selected (as provided in Section 1.3) will determine whether the incoming ACH transaction is automatically paid or returned unpaid unless you manually change the transaction status from its default payment option. To manually change the status of a transaction, you must log into the Service online. [**If you decline an incoming ACH transaction, you may be required to complete a written statement specifying the reason for the decline**.]

1.7 *Cutoff Time*. For any manual change to the status of a transaction that you wish to make, you must log into the Service and make the change online on the date specified for execution of the incoming ACH transaction, no later than the End of Day Cut-Off Time designated on the ACH Positive Pay Dashboard. If you do not make a change to the status of a transaction by the cutoff time, we will follow the default payment option specified for that Account.

1.8 *Notifications of Change in Services*. In order to make any change in specifications for an Account using the ACH Positive Pay Service, you must execute and submit a new Setup Form indicating any such changes. Such changes will become effective upon our notification of implementation of the same to you by mail or, at our option, by e-mail, fax transmission or telephone call, [**but no later than the 'Start Date' specified on such new Setup Form**]. Except to the extent expressly modified by any later Setup Form, the information set forth in the original Setup Form, or any subsequent Setup Form, shall remain fully effective.

1.9 *Limitation of Liability*. For the avoidance of doubt, in accordance with the limitations on our liability in the Agreement, we shall not be liable for any failure to provide a notification as provided in Section 1.4.

1.10 *Prior Agreements*. These Terms and Conditions supersede and replace any prior terms and conditions and agreements related to the Service, including any prior terms and conditions applicable to the ACH Debit Block Service previously offered by us.