

CITY NATIONAL BANK ORIGINATING DEPOSITORY FINANCIAL INSTITUTION  
ORIGINATOR AGREEMENT

This Agreement, dated as of \_\_\_\_\_ is between \_\_\_\_\_  
(Customer) and The City National Bank of Taylor (Financial Institution)

RECITALS

- A. Customer Wishes to initiate Debit/Credit Entries, by means of the Automated Clearing House Network pursuant to the *terms* of this Agreement and the rules of the National Automated Clearing House Association and the local ACH Association (the "Rules"), and Financial Institution is willing to act as an Originating Depository Financial Institution with respect to such Entries.
- B. 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 from Customer hereunder from which Financial Institution prepares Entries.

AGREEMENT

- 1. Transmittal of Entries By Customer, Customer shall transmit PPD (Prearranged Payments & Deposits) credit or debit Entries to Institution to the location(s) and in compliance with the formatting and other requirements set forth in Schedule A attached hereto. The total dollar amount of Entries transmitted by Customer to Financial Institution on any day shall not exceed the amount specified in the Limit Class section on Schedule A.
- 2. Security Procedure.
  - (a) Customer and Financial Institution shall comply with the security procedure requirements described in Schedule B attached hereto with respect to Entries transmitted by Customer to Financial Institution. Customer acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and Customer.
  - (b) Customer is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Customer Warrants that no individual will be allowed to initiate transfers in the absence of 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 the Financial Institution in connection with the security procedures described in Schedule B. If Customer believes or, suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any

transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

3. Compliance With Security Procedure

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by Customer, provided Financial Institution accepted the entry in good faith and acted in compliance with the security procedure referred to in Schedule B with respect to such entry. If signature comparison is to be used as a part of that security procedure Financial Institution shall be deemed to have complied with that part of such procedure if it compares, the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of the Customer and on the basis of such comparison believes the signature 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, Financial Institution was transmitted or authorized by Company, Company shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure referred to in Schedule B with respect to that Entry and whether or not that Entry, was erroneous in any respect or that error would be detected if Financial Institution had complied with such procedure.

4. Recording and Use of Communications. Customer and Financial Institution agree that all telephone conversations, emails or data transmissions between them made in connection with this Agreement may be electronically may be recorded and retained by either party by use of any reasonable means.

5. Processing Transmittal And Settlement By Financial Institution.

(a) Except as provided in Section 6, On-Us Entries and Section 7, Rejection of Entries. Financial Institution shall (I) process Entries received from Customer to conform with the file specifications set forth In Rules. (II) transmit such Entries as an Originating Depository Financial Institution to Dallas Federal Reserve Bank(the "ACH") acting as an Automated Clearing House Operator, and (III) settle for such Entries as provided in the Rules.

(b) Financial Institution shall transmit or complete the necessary batch authorization of such ACH Entries by the Delivery Date deadline of the ACH set forth in Schedule A attached hereto prior to the Effective Entry Date shown in such Entries, provided (I) such Entries are received by Financial Institution's related cut-off time set forth in Schedule C on a business day, (II) the Effective Entry Date is at least 2 days after such business day, and (III) the ACH is open for business on such business day. For purposes of this Agreement (x) a "business day" is a day on which Financial Institution is open to the public for carrying on substantially, all of its business [other than a Saturday), or Sunday), and Entries

shall be deemed received by Financial Institution, in the case of transmittal by tape, when received Financial Institution at the location set forth in Schedule A, and in the case of transmittal by electronic transmission, when the transmission (in compliance with any related security, procedure provided for herein) is completed as provided in Schedule A.

(c) If any of the requirements of clause, (I), (II), (III) of Section 5(b) is not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH following that specified in Schedule C which is a business day, and a day on which the ACH is open for business.

6. On-Us Entries Except as provided in Section 7, Rejection of Entries, in the case of an Entry received for credit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution shall credit 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 5(b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit the Receiver's account in the amount of such Entry so later than the next business day following such Effective Entry Date.
7. Rejection of Entries. Financial Institution may reject any Entry which does not comply with the requirements of Section 1, Transmittal Of Entries By Company, or Section 2, Security Procedure, or which contains an Effective Date more than 1 day after the business day such Entry is received by Financial Institution. Financial Institution may reject an On-Us Entry, for any reason for which an Entry may be returned under the Rules. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 11, The Account. Financial Institution may reject any entry if Company does not adhere to security procedures as described in Schedule B. Financial Institution shall notify Company by **[phone]** **[electronic transmission, including email]** of such rejection on later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Company 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.
8. Cancellation Or Amendment By Company. Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, if such request complies with the security procedures described in Section B for the cancellation of Data, Financial Institution shall use reasonable efforts to act on a request by Company of cancellation of an Entry prior to transmitting it to the ACH or in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected. Company shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to effect Company's request for the reversal of an entry.
9. Notice Of Returned Entries. Financial Institution shall notify Company by **phone** **[electronic transmission, including email]** of the receipt of returned entry from the ACH no later than [ one business day] after the business day of such receipt. Except for an Entry

retransmitted by Company in accordance with the requirements of Section 1, Transmittal of Entries By Company. Financial Institution shall have no obligation to retransmit a returned Entry to the ACH if Financial Institution complied with the terms of this Agreement with respect to the original Entry.

10. Payment by Company for Entries. Company shall pay Financial Institution the amount of each Entry transmitted by Financial Institution pursuant to this Agreement at such time specified on Schedule A.
11. The Account. Financial Institution may, without prior notice or demand, obtain payment of any account due and payable to it under this Agreement by debiting the account(s) of Company identified in Schedule A attached hereto (the "Account"), and shall credit or debit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment or credit from Company. Such credit or debit shall be made as of the day of such receipt Financial Institution. Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.
12. Account Reconciliation. Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Company's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. Company agrees to notify Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on a any periodic statement. If Company fails to notify Financial Institution of any discrepancy within ten (10) days of receipt of a periodic statement containing such information, Company agrees that Financial Institution shall not be liable for any losses resulting from Company's 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 Company fails to notify financial Institution of any such discrepancy within sixty(60) days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Financial Institution.
13. Company Representations And Agreements; Indemnity. With respect to each and every Entry initiated by Company, Company represents and warrants to Financial Institution and agrees that (a) each person shown as the Receiver or and Entry received by Financial Institution from Company has authorized the initiation of such entry and the crediting of its account in the amount and on the Effective Entry Data shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by Financial Institution as

provided herein, (c ) Entries transmitted to Financial Institution by Company are limited to those types of Credit Entries set forth in Section 1, Transmittal of Entries By Company, (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and (e) Company shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision payment of an entry by the Receiving Depository Financial Institution of final settlement for such Entry. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of 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 Company shall not be deemed to have paid the Receiver the amount of the Entry. Company shall indemnify financial Institution against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

14. Financial Institution Responsibilities; Liability; limitations On Liability; Indemnity.

(a.) In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence of willful misconduct in performing those services. Financial Institution shall not be responsible for Company's acts of omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including without limitation any Financial Institution, Automated Clearing House or transmission or communications facility, any Receiver or Receiving Depository Financial Institution against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Financial Institution is responsible for any act or omission of Company or any other person described in this Section 14(a).

(a) Financial Institution shall be liable only for Company's actual damages; in no event shall Financial Institution be liable of any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood or such damages was known or contemplated by the Financial Institution and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.

(b) Without limiting the generality of the foregoing provisions, financial Institution 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 failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment

otherwise violation any provision of any present or future risk control program of the Federal Reserve or any rule or regulation or any other U.S. governmental regulatory authority.

(c) Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At financial Institution's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of company or any other person described in Section 14(a).

15. Inconsistency Of Name And Account Number. Company acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of Entry to Financial Institution is not excused in such circumstances.
16. Notifications Of Change. Financial Institution shall notify Company of all notifications of change received by Financial Institution relating to Entries transmitted by Company by mutually agreeable means, including email, no later than 10 business days after receipt thereof
17. Payment For Services. Company shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in Schedule C attached hereto. All fees and services are subject to change upon 30 calendar days prior written notice from Financial Institution to Company. Such charges do not include, and Company shall be responsible for payment of, any sales, use excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between Financial Institution and Company with respect of the Account (the "Account Agreement").
18. Amendments. From time to time Financial Institution may amend any of the terms and conditions contained this Agreement, including without limitation, any cut-off time, any business day, and any part of Schedules A through E attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution's notice to Company.
19. Notices, Instructions, Etc.
  - (a) Except as otherwise expressly provided herein , Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any person with respect to any matter.

(b) Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule F attached hereto. Company may add or delete any Authorized Representative by written notice of Financial Institution signed by at least two Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the day of Financial Institution's receipt thereof.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, email certified by PGP or a digital signature, postage prepaid, or by express carrier, and if to Financial Institution, addressed to :

The City National Bank of Taylor  
P.O. Drawer 1099  
Taylor, Texas 76574  
Attn: Dolly Hyzak or James Marek

And, if to Company, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

20. Data Retention. Company shall retain data on file adequate to permit remaking of entries for five(5) days following the date of their transmittal by Financial Institution as provided herein, and shall provide such Data to Financial Institution upon its request.
21. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Financial Institution in making such information available to Company shall be paid by Company.
22. Evidence of Authorization. Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire.
23. Cooperation in Loss Recovery Efforts. In the event of any damages for which Financial Institution or Company may be liable to each other or to third party pursuant to the services

provided under this Agreement, Financial Institution and Company will 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.

24. Termination. Company may terminate this Agreement at any time. Such termination shall be effective on the [e.g., second business day ] following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Financial Institution's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.
25. Entire Agreement. This Agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of the Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy and Financial Institution shall incur no liability to Company as result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a modification of this Agreement, the Rules, of the security procedures or constitute an agreement between the Financial Institution and Company regardless of whatever practices and procedures Financial Institution and Company may use.
26. Non-Assignment. Company may not assign this Agreement or any or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.
27. Waiver. Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.
28. Binding Agreement; Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company hereunder.



29. Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

30. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

31. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the their duly authorized officers.

\_\_\_\_\_

\_\_\_\_\_

Financial Institution

Company

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**SCHEDULE A - DEBITS**

**ACH DEBIT ORINGINATION SERVICE REQUIREMENT AND RESTRICTIONS**

The following ACH debit origination services will be extended to the company by the Financial Institution until modified in writing by either party.

Type of ACH Transaction: PPD, (Prearranged payments & deposits), Debit Originations

**Method of File Creation:** \_\_\_\_\_ ACH privileges  
\_\_\_\_\_ Secure file Transfer of approved NACHA file

**Method of Settlement Entry Creation:** \_\_\_\_\_ ACH warehouse/ settlement system  
\_\_\_\_\_ Manual posting by Financial Institution

**SPECIFIC AUTHORIZATIONS of ACH Services**

This section describes the level of service and the specific accounts that will be authorized to originate the ACH entries. If there are multiple Debit Settlement accounts, a separate Schedule A will be completed for each account.

The company is authorized to originate Debit entries: \_\_\_\_ yes \_\_\_\_ no

**DEBIT SETTLEMENT ACCOUNT**, (account to credit for total of ACH transactions):

Account Title: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone#: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**DELIVERY DATE:** This is the date that the company must complete the batch approval process, or deliver a NACHA formatted file, prior to noon of the Financial Institution's business day in order to provide sufficient time for the financial Institution to process the ACH entries within the NACHA deadlines.

\_\_\_\_\_ 1 business day prior to the "Effective Date" of the Debit Entries

**SETTLEMENT DATE** to deposit into the Debit Settlement Account for the total of the entries.

\_\_\_\_\_ On The "Effective Date" of the Debit entries  
\_\_\_\_\_ Others as described below

**LIMIT CLASS:** This is the largest total dollar amount that will be authorized for the Company to originate on any particular date, This limit may be verified by the financial Institution prior to processing ACH batches and if exceeded, the financial Institution may decline processing the entries without any liability to the Company.

Maximum Daily Limit: \_\_\_\_\_

**EMPLOYEE SECURITY** will be governed by the requirements in Schedule B. the Company will be responsible for any transaction created, modified or authorized by any Company representative initiated in accordance to the security level detailed in Schedule B.

Financial Institution Approval

Company Approval

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

#### SCHEDULE A- CREDITS

##### ACH CREDITS ORIGINATION SERVICE REQUIREMENTS AND RESTRICTIONS

The following ACH credit origination services will be extended to the Company by the Financial Institution until modified in writing by either party.

**Type of ACH Transaction:** PPO, (Prearranged Payments & Deposits), Credit Originations

**Method of File Creation:** \_\_\_\_\_ ACH privileges  
\_\_\_\_\_ Other NACHA File creation program or system.  
\_\_\_\_\_ Secure File Transfer of approved  
NACHA file.

**Method of Settlement Entry Creation:** \_\_\_\_\_ ACH warehouse/settlement system  
\_\_\_\_\_ Manual posting by Financial Institution

##### SPECIFIC AUTHORIZATIONS of ACH Services

This section describes the level of service and the specific accounts that will be authorized to originate the ACH entries. If there are multiple Credit Settlement Accounts, a separate Schedule A will be completed for each account.

The company is authorized to originate CREDIT entries: \_\_\_\_ yes \_\_\_\_ no

**CREDIT SETTLEMENT ACCOUNT**, (account to charge for total of ACH transactions):

Account Title: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Nbr: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**DELIVERY DATE:** This is the date that the company must complete the batch approval process or deliver a NACHA formatted file prior to noon of the Financial Institution's business day in order to provide sufficient time for the financial Institution to process the ACH Entries within the NACHA deadlines.

\_\_\_\_\_ 3 business days prior to the "Effective Date" of the Credit Entries  
\_\_\_\_\_ 2 business days prior to the "Effective Date" of the Credit Entries

**SETTLEMENT DATE** to charge the credit Settlement Account for the total of the entries. (Available and collected funds must be in the credit Settlement Account on the system used to verify funds as of the schedule indicated below. Failure to have sufficient funds in the Credit Settlement Account at the required date will result in the declined authorization of the origination of the entire batch and no CREDIT entries will be initiated.)

\_\_\_\_\_ 3 business days prior to the "Effective Date" of the Credit Entries  
\_\_\_\_\_ 2 business days prior to the "Effective Date" of the Credit Entries  
\_\_\_\_\_ On the "Effective Date" of the Credit Entries

**LIMIT CLASS:** This amount is the largest amount that will be authorized for the Company's account and represents an additional security feature for both parties. If the "Available Balance" is selected, funds must be showing in the account as of the close of business on the day prior to the Settlement Date to make sure it will appear as collected and available on the Financial Institution's verification systems.

Available Balance on the Credit Settlement Account  
Other Limit as described below

\_\_\_\_\_  
\_\_\_\_\_

**EMPLOYEE SECURITY** will be governed by the requirements in Schedule B. The company will be responsible for any transaction created, modified or authorized by any Company representative initiated in accordance to the security level detailed in Schedule B.

Financial Institution Approval

Company Approval

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

**SCHEDULE B - Security Procedure**

The Financial Institution shall process entries and batches approved by authorized representatives of the Company in accordance to the agreement and other schedules. Both parties agree to adhere to the "rules" established by NACHA and /or Federal Reserve Bank as they apply to PPD originations.

The company hereby authorized the following individuals to perform the services with the noted restrictions. The Financial Institution is authorized to process entries and instructions from these representative on behalf of the Company. Complete a separate form for each authorized representative.

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Name \_\_\_\_\_ Title/Position \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ FX Access Code: \_\_\_\_\_

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Credit Originations: \_\_\_\_\_ Yes \_\_\_\_\_ No

Create Batches and detail entries: \_\_\_\_\_ Yes \_\_\_\_\_ No

Change Batch and detail entries: \_\_\_\_\_ Yes \_\_\_\_\_ No

Approve Batches: \_\_\_\_\_ Yes \_\_\_\_\_ No

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Can they approve Batches and detail entries they initiated?  Yes  No

Maximum Dollar Limit Restriction: \_\_\_\_\_

Can this person contact the Financial Institution to recall or modify processed items?  Yes  No

Settlement Accounts To Be Associated with FX Access Code: \_\_\_\_\_

Debit Originations:  Yes  No

Create Batches and detail entries:  Yes  No

Change Batches and detail entries:  Yes  No

Approve Batches:  Yes  No

Can they approve Batches and detail entries they initiated?  Yes  No

Maximum Dollar Limit Restriction: \_\_\_\_\_

Can this person contact the Financial Institution to recall or modify processed items?  Yes  No

Settlement Accounts To Be Associated with FX Access Code: \_\_\_\_\_

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Financial Institution Approval

Company Approval

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

### **SCHEDULE C FEES FOR ACH ORIGINATION SERVICE**

The Financial Institution agrees to extend the ODFI service to the Company for the fees listed below. This schedule is a "preferred" schedule in consideration of the Company's acceptance of this agreement. All fees are subject to change upon 30 days written notice.

<u>Description of Fees</u>	<u>Standard Fees</u>	<u>Your Fees</u>
Monthly Base Fee	\$25.00	_\$0.00__
Per Batch/File Fee	\$10.00	_\$0.00__
Per Entry Fee, Includes Prenotes	\$ 0.15	_\$0.00__
Correction/Reversals – Per Item	\$10.00	_\$0.00__
Return Item Fee	\$ 5.00	_\$0.00__
Notification of Change – Per Advice	\$ 1.00	_\$0.00__

This fee schedule is confidential and not to be disclosed to other parties. The fees for this service will be charged on a monthly basis on a date determined by the Financial Institution.

The primary account for Company settlement shall be # \_\_\_\_\_.

METHOD OF PAYMENT

\_\_\_\_\_ Charge Account # \_\_\_\_\_  
 \_\_\_\_\_ Add to Account Analysis on Account # \_\_\_\_\_

TIME PAYMENT TO BE ASSESSED

\_\_\_\_\_ During the last week of the month  
 \_\_\_\_\_ Each time a transmission or service is rendered

Financial Institution

Customer

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_