

ELECTRONIC FUND TRANSFERS SERVICE AGREEMENT

This Service Agreement (“this Agreement”), dated as of, _____ is between _____ (“Company”) and FIRST CITIZENS COMMUNITY BANK (the “Financial Institution”).

WHEREAS, the Company has requested that the Financial Institution permit it to initiate electronic signals for paperless orders or requests for the deposit of money (“Credit Entries”) owed by the Company to its customers, or for the payment of money (“Debit Entries”) owed to the Company by its customers (such Credit Entries and Debit Entries being hereinafter sometimes referred to collectively as “Entries” and such customers being hereinafter referred to collectively as “Customers”) through a preauthorized electronic fund transfer system operated by the Automated Clearing House (the “ACH”) in accordance with the operating Rules (“Rules”) of the National Automated Clearinghouse Association (“NACHA”), whereby the banking account or accounts maintained by the Customer with the Financial Institution or with other financial institutions (“Receiving Depository Financial Institution”) will be credited for the amount of Credit Entries or debited for the amount of Debit Entries; and

WHEREAS, the Financial Institution is willing to perform certain processing tasks for the Company with respect to the Entries for the consideration and upon the terms and conditions of this Agreement.

Now, therefore, the Company and the Financial Institution agree as follows:

1. **Rules**

The NACHA Operating Rules and Guidelines Corporate Edition (as amended from time to time, the “Rules”) may be purchased from NACHA (www.nacha.org) or Electronic Payments Network (www.epaynetwork.com). This publication contains all the rules, guidelines, and file formats for using the ACH payment system. Any terms used herein (including defined terms), which are defined in the Rules, shall have the same meaning herein as they have under the Rules. The Company agrees to comply with and be bound by the Rules. The Financial Institution agrees to inform the Company of revisions to the Rules of which the Financial Institution has knowledge. The Rules constitute a part of this Agreement as if fully set forth herein. Any conflict or inconsistency between the Rules and any provision of this Agreement shall be controlled by the Rules; provided, however, that any conflict or inconsistency between the Rules and the Financial Institution’s Operating Procedures (as hereinafter defined) with respect to Entries initiated by the Company to Customer’s accounts maintained with the Financial Institution (“On-Us Entries”) or in a Receiving Depository Financial Institution for which the Financial Institution performs deposit accounting services (which shall be subject to all provisions of the Rules and the Financial Institution’s Operating Procedures) shall be governed by the Financial Institution’s Operating Procedures.

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2. Transmission of Entries: Security Procedures

The Company will transmit all Debit and Credit Entries to the Financial Institution at the location, on or before the deadlines, described on Attachment 1 to the Agreement. Attachments 1 and 2 shall constitute the “Financial Institution’s Operating Procedures” with respect to Entries. The Financial Institution’s Operating Procedures shall control any conflict or inconsistency between the Financial Institution’s Operating Procedures and any provision of this Agreement. The Company will conform all Entries to the format, content and specifications contained in the Rules, except as provided with the security procedures described in Attachment 2 to the Agreement. The Company authorizes the Financial Institution to transmit all Entries received by the Financial Institution from the Company in accordance with the terms of this Agreement and to credit or debit Entries to the specified accounts. The Financial Institution permits origination of Corporate Credit or Debit (CCD), Corporate Trade Exchange (CTX), and Prearranged Payment and Deposit (PPD) Entries, as applicable. The Financial Institution does not permit origination of any other Entries.

3. Financial Institution Obligations

In a timely manner and in accordance with the Rules, the Financial Institution will process, transmit, and settle for the Entries received from the Company which comply with the terms of the Agreement, including the security procedures.

4. Warranties

The Company warrants to the Financial Institution all warranties the Financial Institution is deemed by the Rules to make with respect to Entries originated by the Company. Without limiting the foregoing, the Company warrants and agrees that (a) each Entry is accurate, is timely, has been authorized by the party whose account will be credited or debited and otherwise complies with the Rules; (b) each Debit Entry is for a sum which, on the settlement date with respect to it, will be owing to the Company, or is a correction of previously transmitted erroneous Credit Entry; (c) the Company has complied with all pre-notification requirements of the Rules; (d) the Company will comply with the terms of the Electronic Funds Transfer Act if applicable, or Uniform Commercial Code Article 4A (UCC4A) if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations; and (e) the Company shall not exceed the ACH Limits on Entries to be processed by the Financial Institution as set forth in Attachment 5 to this Agreement, as the same may be modified from time to time. The Company will retain the original or copy of the customer authorization record as required by the Rules for a period of not less than two (2) years after termination of revocation of such authorization and will, upon request of Financial Institution, furnish such original or copy to the Financial Institution. The Company shall indemnify the Financial Institution against any loss, liability, or expense (including attorneys’ fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

It shall be the responsibility of the Company that the origination of ACH transactions complies with the laws of the United States. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Company to obtain

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information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC)

5. **Provisional Credit**

The Company acknowledges that the Rules make provisional any credit given for any Entry until the Financial Institution crediting the account specified in the Entry receives final settlement. If the Financial Institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the Entry shall not be deemed to have paid the Customer, in the case of Credit Entries, or to have been paid by the Customer, in the case of Debit Entries.

6. **Settlement**

The Company will maintain an account with the Financial Institution at all times during the term of this Agreement. The Company authorizes the Financial Institution to debit its account on the applicable settlement date in the amount of each Entry. The Company will maintain in the account as of the applicable settlement date immediately available funds sufficient to cover all Credit Entries initiated by the Company for the settlement date. In the event the Company Account does not have collected funds sufficient on the Settlement Date to cover the total amount of all Credit Entries to be paid on such Settlement Date, the Financial Institution may take any of the following actions:

- (a) Refuse to process all Credit Entries, in which event the Financial Institution shall return the data relating to such Credit Entries to the Company, whereupon the Financial Institution shall have no liability to the Company or to any third party as a result thereof; or
- (b) Process that portion of the Credit Entries as the Company has sufficient collected funds in the Company Account with the Financial Institution to cover, in whatever order the Financial Institution in its sole discretion shall elect to process, in which event the Financial Institution shall return the data relating to such Credit Entries as are not processed to the Company, whereupon the Financial Institution shall have no liability to the Company or any third party as a result thereof; or

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- (c) Process all Credit Entries. In the event the Financial Institution elects to process Credit Entries initiated by the Company and the Company has not maintained sufficient collected funds in the Company Account with the Financial Institution to cover them, the total amount of the insufficiency advanced by the Financial Institution on behalf of the Company, together with accrued interest as hereinafter provided, shall be immediately due and payable by the Company to the Financial Institution without any further demand from the Financial Institution. The foregoing amount shall bear interest from the date it is advanced by the Financial Institution at the Financial Institution's internally established "Prime Rate of Interest" plus 3% as it may fluctuate from time to time. Should it become necessary for the Financial Institution to bring suit against the Company to collect the amount advanced by the Financial Institution on behalf of the Company for any Credit Entry, together with interest as hereinabove provided, the Company shall be liable for attorneys' fees of fifteen percent (15%) of the total amount due, and all court costs.

In addition to the foregoing, in the event the Company submits or causes to be submitted to the Financial Institution Entries for processing that exceed ACH Limits established by the Financial Institution and the Company, the Financial Institution may elect not to process such Entries in accordance with this Agreement, in which event the Financial Institution shall make a reasonable good faith effort promptly to notify the Company of the excess Entries situation and shall make a good faith effort to resolve such situation, whereupon the Financial Institution shall have no liability to the Company or any third party as a result thereof.

7. Cancellation or Amendment

The Company shall have no right to cancel or amend any Entry/file after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company to cancel an Entry/file before transmitting it to the ACH or crediting an On-Us Entry. Any such request shall comply with the security procedures described in Attachment 2 of the Agreement. The Financial Institution shall have no liability if it fails to effect the cancellation.

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8. Rejection of Entries

The Financial Institution shall reject any Entry, including an On-Us Entry, which does not comply with the requirements of Section 1 of the Agreement and may reject any Entry if the Company is not otherwise in compliance with the terms of the Agreement. The Financial Institution shall notify the Company by telephone of such rejection no later than the business day such Entry would otherwise have been transmitted by the Financial Institution to the ACH or, in the case of an On-Us Entry, its effective Entry date. The Financial Institution shall have no liability to the Company by reason of the rejection of any Entry or the fact that such notice is not given at an earlier time than that provided for herein. The Financial Institution shall retain the right to reject any On-Us transaction for any valid reason such as but not limited to insufficient funds or revoked authorization.

9. Notice of Returned Entries

- (a) If any Entry initiated by the Company pursuant to this Agreement is returned to the Financial Institution by the ACH or Receiving Depository Financial Institution for any reason or, in the case of On-Us Entries, is not accepted by the Financial Institution for any valid reason including, without limitation, lack or termination of Customer's authorization, Customer account closed, inability to post a Credit Entry to the Customer's account, insufficient funds, stop payment order, and the like, then:
- (i) In the case of Credit Entries, the Financial Institution will, if it has previously received payment for the amount of such Credit Entry from the Company in accordance with the provisions of this Agreement, credit the amount of such "Credit Entry" to the Company Account; and
 - (ii) In the case of Debit Entries, the Financial Institution may charge back the amount of such Debit Entry to the Company Account.
- (b) Anything in this Agreement to the contrary notwithstanding, the Financial Institution shall not be obligated to pay the Company any sum with respect to any Debit Entry until the obligation of the Financial Institution to accept a returned Debit Entry pursuant to the Rules has terminated. If the Financial Institution, at its option, credits the Company Account as provided herein, or otherwise makes available to the Company the amount of any Debit Entry and is itself unable for any reason to collect the full amount of such Debit Entry in fully collected funds from the Receiving Depository Financial Institution (or in the case of On-Us Debit Entries, from the Financial Institution's depositor), the Financial Institution may charge back the amount of such Debit Entry to the Company Account.

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- (c) If the Financial Institution receives an Adjustment Memorandum for the ACH or a Receiving Depository Financial Institution pursuant to the Rules or, in the case of On-Us Debit Entries, if the Financial Institution receives a notice from its depositor complying with the provisions of the EFTA, Reg. E, or the Rules stating that a particular Debit Entry initiated by the Company was in error, the Financial Institution may charge back the amount of such Adjustment Memorandum or such Debit Entry to the Company Account.
- (d) Upon receipt of any returned Entry from the ACH or a Receiving Depository Financial Institution (or upon the prior receipt of a notice from the ACH or a Receiving Depository Financial Institution that is unable to process or post any such Entry to the Customer's account), or upon ascertaining that the Financial Institution itself is unable to post any Entry to the Customer's account in the Financial Institution, the Financial Institution will notify the Company of such Returned Entry or of such inability to post and, to the extent known by the Financial Institution, of the reason therefore, no later than one (1) business day after the business day of the Financial Institution's receipt thereof.

The Financial Institution shall notify the Company by mail, telephone or fax of the receipt of a returned Entry from the ACH no later than one business day after the business day of such receipt. The Financial Institution shall have no obligation to retransmit a returned Entry if the Financial Institution complied with the terms of this Agreement with respect to the original Entry. If a customer of the Company returns any transaction, then it is the Company's responsibility to collect any funds that are owed. The Financial Institution has no obligation to originate a transaction where authorization has been revoked.

10. Errors in Data

- (a) If any data furnished by the Company to the Financial Institution is unreadable or out-of-balance, or otherwise contains errors which cause it to be unprocessable, the Financial Institution shall notify the Company of such condition by telephone promptly upon its discovery thereof, provided that the Company has furnished the Financial Institution with a contact name and telephone number for such purpose. The Company shall then be responsible for furnishing to the Financial Institution a remake of the data which the Financial Institution will process on a best efforts basis, but without any responsibility for complying with any time limits set forth elsewhere in this Agreement.

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- (b) Except as set forth in Section 7 above, the Financial Institution shall have no responsibility for detecting or reporting to the Company any errors in data furnished by the Company, but if the Financial Institution does detect any such errors, the Financial Institution may notify the Company of such errors by telephone. In the event the Financial Institution notifies the Company of any error in the data, the Financial Institution may rely on any instructions (verbal or otherwise) received from the Company or any of its employees or agents in an attempt to correct the error.

- (c) If any Entry transmitted by the Financial Institution to the ACH on behalf of the Company is rejected by the ACH as being unreadable or out-of-balance, or otherwise contains errors which cause it to be unprocessable, the Financial Institution shall, if the error was caused by the Financial Institution, remake the file containing such Entry and transmitted to the ACH in accordance with the Rules. If, however, the error was contained in the data furnished by the Company to the Financial Institution, the Financial Institution will promptly notify the Company by telephone of such error as specified in Section 9. The Company shall then be responsible for furnishing to the Financial Institution a remake of the data which the Financial Institution will process on a best efforts basis but without any responsibility for complying with any time limits otherwise applicable as set forth in this Agreement. In the event the Company discovers errors in any data furnished to the Financial Institution, the Company may submit instructions to delete any erroneous Entry to the Financial Institution up to 1:30 p.m. on the second banking day next preceding the date for payment. The Company may submit a substitute Entry for the erroneous Entry deleted within the time limit set forth elsewhere in this Agreement or the Rules for the submission of data. The Company acknowledges and agrees that there are no provisions for deletions and/or substitutions of Entries which are not received by the Financial Institution within the aforementioned time limits, and the Company shall remain liable for all such errors. The Financial Institution, at its sole discretion, may assist the Company in notifying Receiving Depository Financial Institutions of any deletions and substitutions, but shall not be responsible to the Company if the Financial Institution fails to provide such assistance.

- (d) The Company acknowledges and agrees that if an Entry describes the party to receive such Entry inconsistently by name and account number, payment of the Entry may be made on the basis of account number even if it identifies a person different from the person described in the data as the receiver.

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11. Periodic Statement

The periodic statement issued by the Financial Institution for the Company's account will reflect Entries credited and debited to the Company's account. The Company agrees to notify the Financial Institution within a reasonable time, not to exceed thirty (30) days after the Company receives a periodic statement, of any discrepancy between the Company's records and the information in the periodic statement.

12. Fees

The Company agrees to pay the Financial Institution for services provided under the Agreement in accordance with the schedule of charges attached to this Agreement as Attachment 3. The Financial Institution may change its fees from time to time upon notice to the Company.

13. Liability

- (a) The Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its negligence in performing those services. The Financial Institution shall not be responsible for the Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal, or due authorization of any Entry received from the Company) or those of any other person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed the Financial Institution's agent. The Company agrees to indemnify and hold the Financial Institution harmless from and against (i) any and all actions, suits, or proceedings, instituted, made or threatened (including, without limiting the generality of the foregoing, any claim, suit, or proceeding pursuant to the EFTA or Reg. E.) and (ii) any and all claims, costs, losses, liabilities, damages and expenses, including attorneys' and experts' fees whether or not reduced to judgment, in such case, arising out of or in connection with the data which the Company furnishes to the Financial Institution pursuant to this Agreement, any error in the data so furnished by the Company, and any actions taken by the Financial Institution with respect to data or any such error in the data, pursuant to the provisions of this Agreement, the Financial Institution's Operating Procedures or the Rules.

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- (b) In no event shall the Financial Institution be liable for any consequential, special, punitive, or indirect loss or damage which the Company may incur or suffer in connection with Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the Financial Institution's acts or omissions pursuant to this Agreement.
- (c) Without limiting the generality of the foregoing provisions, the 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 the Financial Institution's control. In addition, the Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the 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 the Financial Institution's otherwise violating any provision or any present or future risk control program of the Federal Reserve of any rule or regulation of any U.S. governmental regulatory authority.
- (d) Subject to the foregoing limitations, the Financial Institution's liability for loss shall be limited to general monetary damages not to exceed the total amount paid by the Company for the affected ACH service, as performed by the Financial Institution under this Agreement for the preceding 30 calendar days.

14. **Notices**

All notices required under this Agreement, the Financial Institution's Operating Procedures or the Rules, shall be in writing and sent by certified mail, postage prepaid, and if to the Financial Institution at First Citizens Community Bank, Data Operations Center, 15 South Main Street, Mansfield, PA 16933, to the attention of ACH Processing, and if to the Company, at: _____, or to such other address or party as either the Financial Institution or the Company may specify to the other in writing. The Financial Institution shall be entitled to reply on any written notice believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth on Attachment 4 to this Agreement.

15. **Data Retention**

The Company shall retain data on file adequate to permit remaking of Entries for five (5) business days following the date of their transmittal to the Financial Institution as provided herein and shall provide such data to the Financial Institutions upon its request.

16. **Right To Audit**

Upon request by Financial Institution, Company hereby authorizes Financial Institution to enter Company's business premises for the purpose of ensuring that Company is in compliance with this Agreement, the Financial Institution's Operating Procedures and the Rules. Company agrees to honor reasonable requests by Financial Institution for compliance related information. If Company refuses to give Financial Institution access to Company's premises, or Company refuses to honor Financial

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Institution's reasonable requests for compliance related information, Financial Institution may immediately terminate this Agreement according to the provisions hereof.

17. **Termination**

- (a) The Financial Institution may amend the terms of the Agreement from time to time by notice to the Company. Notwithstanding the foregoing, the Financial Institution may immediately terminate this Agreement upon written notice to the Company if the Company:
 - (i) Fails to perform, comply with or observe any of the terms and conditions or breaches any of the representations or warranties of this Agreement, the Financial Institution's Operating Procedures or the Rules; or
 - (ii) Makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or trustee of the Company, commences any action relating to the Company under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the Company any such action which remains undismissed or uncontested for a period of thirty (30) days, or the Company by any act indicates its consent to, approval of, or acquiescence in, any such proceeding or the appointment of any receiver or any trustee for the Company or suffers any such receivership or trusteeship to continue undischarged for a period of thirty (30) days.

Notwithstanding any such termination as hereinabove provided, this Agreement shall remain in full force and effect as to all transactions taking place prior to the effective date of termination.

- (b) Either party may terminate this Agreement upon ten (10) days written notice to the other. The Financial Institution shall have no obligation to transmit Entries if the Company is in default of any of its obligations under this Agreement, including the obligation to pay the Financial Institution for each Entry. The Financial Institution shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth on Attachment 4 to the Agreement.

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18. **Entire Agreement**

This Agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between the Financial Institution and the Company with respect to the subject matter hereof and supersedes any prior agreement(s) between the Financial Institution and the Company with respect to such subject 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 this Agreement would result in a violation of any present or future statute, regulation, or government policy to which the 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 the Financial Institution shall incur no liability to the Company as a result of such violation or amendment.

19. **Non-Assignment**

The Company may not assign the Agreement or any of the rights or duties hereunder to any person without the Financial Institution's prior written consent.

20. **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 the Financial Institution or the Company hereunder.

21. **Headings**

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

22. **Governing Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of Pennsylvania and the NACHA rules.

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23. **Counterparts**

The Company and the Financial Institution shall have executed two (2) counterpart originals of this Agreement, with each party retaining one such copy. Each counterpart shall be deemed an original and may be enforced as such.

IN WITNESS WHEREOF, the Company and the Financial Institution have caused this Agreement to be duly executed, delivered and attested or witnessed by their duly authorized officers as of the date first above written.

First Citizens Community Bank
(Loan Officer Approval)

(COMPANY)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

First Citizens Community Bank
(BSA Officer Approval)

By: _____

Name: _____

Title: _____

ATTACHMENT 1

Transmission Location And Formatting Instructions

All files will be formatted in a NACHA or other preapproved format. First Citizens Community Bank will establish transmission specifications.

Cash Management Transmissions

First Citizens Community Bank's Cash Management program is the preferred method of transmission of ACH files.

ACH Processing Deadlines

Processing Deadlines for:

Credit Entries

Transmission of a File: until 1:30 PM two (2) business days prior to effective date.

Debit Entries

Transmission of a File: until 1:30 PM two (2) business days prior to effective date.

"Business Day" is a day First Citizens Community Bank is open to the public for conducting substantially all of its business (other than Saturday, Sunday, or listed holidays).

"Effective Date" must be a business day, or the record will be processed on the first business day following the effective date.

Holiday Schedule

(Non-Processing Days)

New Year's Day
Martin Luther King, Jr., Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

ATTACHMENT 2 **Security Procedures**

The 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 the Authorized Representative, and any such communication shall be deemed to have been signed by such person.

The Financial Institution will establish a Cash Management system account for the Company's Cash Management Administrator.

The Company's Cash Management Administrator will establish individual user accounts for the Authorized Representatives of the Company. When establishing user accounts, the Administrator will apply appropriate security restrictions to each user. For example, administration capabilities, account access, transfer amounts, ACH capabilities, wire capabilities, logon times, and other permissions can be restricted on a user-by-user basis. The Cash Management system also offers dual control capabilities which shall be implemented by the Administrator as appropriate. The Administrator will communicate all logon credentials and restrictions to the Company's Authorized Representatives. The Company will use its Cash Management Administrator logon strictly for administrative purposes (e.g., user setup); individual user logons will be used for daily system access and file transmissions. The Company is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or other codes required for the Company to access the Cash Management service.

The Company is solely responsible for its network and PC security and for its operational and security procedures, including reconciliation of its bank accounts.

File Transmission

The Company's Authorized Representative will access the Cash Management system by utilizing the prearranged logon procedures.

The Company's Authorized Representative will provide the Financial Institution with verification of the totals contained in any file transmission by sending a facsimile or e-mail transmission to the Financial Institution's ACH Contact. In the event that the Company or the Authorized Representative is unable to fax or e-mail the information, the Company's Authorized Representative will telephone the Financial Institution's ACH Contact with verification.

The Financial Institution will verify that the file totals agree with the Company information given by fax, e-mail, or phone. In the event of a discrepancy in the totals, the Financial Institution will call the Company's Authorized Representative. If an Authorized Representative is not available for notification, then the file will not be processed until the Company's Authorized Representative can be contacted. It is strongly recommended that Company send verification of totals to Financial Institution for every file transmission. If Company does not send verification of totals or Financial Institution does not receive verification of totals, Financial Institution may determine, in its sole discretion, whether to process or reject the file.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's Personal Computer and used for ACH money transfer. The Company agrees to comply with written procedures provided by the Financial Institution for the creation, maintenance, and initiation of ACH money transfers.

The Company may provide the Financial Institution with a schedule of regular file transmissions so that the Cash Management system can deny submission of unexpected files.