

B. Processing ACH Instructions; Security Procedure

- i. The authenticity of all ACH Instructions is subject to verification by the Bank pursuant to the security procedure set forth in Section 3 above. You represent that ACH Instructions have been duly authorized by you, and that all information contained in the ACH Instructions is correct and complete. You shall comply with the requirements of the security procedure set forth in Section 3 above with respect to ACH Instructions transmitted by you to the Bank. You understand and agree that the purpose of such security procedure is intended to determine whether the communications purportedly issued by you and received by the Bank are authorized, but is not intended to detect any errors contained in such communications. No security procedure for the detection of any such error has been agreed upon between you and the Bank. When the Bank acts in accordance with the security procedure in processing an ACH Instruction, such ACH Instruction will be effective as if authorized by you, even though such ACH Instruction has not been authorized by you and you agree to pay the amount of such ACH Instruction, and to hold the Bank harmless and otherwise waive any and all claims against the Bank with respect to any such ACH Instruction.
- ii. Requests for cancellation, reversal or return of ACH Instructions shall be made by fax or email, and shall be subject to the time limits set forth in Section 24 below.
- iii. You acknowledge that the Bank has made available information with respect to the operation and risks associated with the security procedure set forth in Section 3 above. You hereby represent and warrant to the Bank that after careful review of the history of your transactions and your anticipated transactions, you are satisfied that the security procedure is appropriate for your needs and that such security procedure is reasonable under your circumstances.

C. Payment and Credit With Respect to ACH Instructions

The Bank will:

- i. credit the Account(s) with the total amount of each batch of debit Entries (as defined below) resulting from ACH Instructions and
- ii. debit the Account(s) with the total amount of each batch of credit Entries resulting from ACH Instructions. The Bank reserves the right to charge all such credits and debits to the Account(s) either
 - a. as of the date the Bank's Federal Reserve account is credited and/or debited under the ACH operating regulations (the "Settlement Date") or
 - b. with respect to credit Entries resulting from ACH Instructions, up to two Business Days before the Settlement Date. You agree that the Account(s) will be fully funded in available funds to cover all charges made to the Account(s) at such time as the Bank charges the Account(s) in accordance with the previous sentence. As used herein, "Entry" or "Entries" means an electronic item(s) representing the transfer of funds in the ACH that originates from one or more ACH Instructions.

D. Execution of ACH Instructions; Limitation of Liability

A Receiving Depository Financial Institution (RDFI) is the institution that receives Entries from the ACH operator and posts them to the accounts of its depositors (Receivers). Subject to:

- i. applicable U.S. laws and regulations;
- ii. the terms of this Agreement, including this Section 13;
- iii. the terms and conditions of the Account Agreement; and
- iv. availability of funds in the Account(s); the Bank agrees to execute all ACH Instructions; provided, however that the Bank may refrain from executing any ACH Instruction if the Bank believes that such ACH Instruction may not have been authorized by you. Acceptance of an ACH Instruction shall not be deemed to be a waiver by the Bank of any of the conditions or reservations referred to in the preceding sentence. You agree that, except to the extent provided by applicable law and consistent with Section 6(B)(i) above, the Bank, other members of the Deutsche Bank Group, their Service Providers and their respective officers, directors, employees and agents, shall not be liable for any losses, damages, liabilities or costs suffered or incurred by you or any third party as a result of:
 - a. the Bank's executing ACH Instructions;
 - b. the improper execution, delayed execution or non-execution of any ACH Instruction because of unclear instructions, legal restrictions, governmental interference, failure of communications media, the insolvency of any ACH or other party to a transaction covered by this Section 13;
 - c. your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any ACH Instruction received from you);
 - d. the acts or omissions of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI);
 - e. any other events or circumstances beyond the Bank's control, including but not limited to acts of God, acts of war, acts of terrorism, natural or man-made disaster, machine or computer breakdown; or