

H. Use of Third Parties.

If you use a third party to send ACH Instructions on your behalf:

- i. at the Bank's request, you will cause such third party to test communications with the Bank;
- ii. the third party will be required to use the security procedure set forth in Section 3 above; and
- iii. you shall be bound by and responsible for the actions (including but not limited to the sending of ACH Instructions), errors and omissions of such third party to the same extent as if such actions, errors or omissions had been committed or omitted by you.

I. Additional Provision Governing ACH Transactions.

You agree that:

- i. you shall be bound by the NACHA Rules and shall comply with all provisions of the NACHA Rules applicable to you as the Originator (as that term is defined under the NACHA Rules) of the ACH transactions;
- ii. Bank shall have the right to audit your facilities and books and records in order to validate your compliance with this Agreement and the NACHA Rules; and
- iii. Bank may terminate, or suspend its performance under, this Agreement immediately upon written notice to you, if Bank determines that you have violated or are in violation of the NACHA Rules.

14. Positive Pay Services (For Business Clients Only)

- A. The Positive Pay Service is an elective feature of the Internet Banking Services, available to business clients, which enables you to notify the Bank of all checks you have issued, so that the Bank can, in turn, notify you in the event the Bank receives a request to process a check that was not identified to us via the Positive Pay Service.
- B. If the Bank receives a request to process a check that you have not informed us about and has not been identified to us via the Positive Pay Service, we will notify you through the Internet Banking Services of such pending request.
- C. You may enter the details for checks issued by manually entering the information when you connect to the Internet Banking Services or by importing a check issue file. The information you enter for each check you issue must accurately state the check number, date, and the exact dollar amount of each check drawn on an Account.

You understand and acknowledge that if, as a result of a system failure or outage, the check file is not accepted via the Internet Banking Services and/or the Bank cannot process the file, the file shall be considered as not received and the Bank shall have no liability therefor.

D. Payment of Presented Items and Reporting of Exception Items

The Bank will compare each presented check by check number and payment amount against the information you provide via the Positive Pay Service. On each Business Day, the Bank:

- i. may pay and charge to the designated Account each presented check that matches by check number and payment amount a check that you have entered via the Positive Pay Service;
- ii. shall provide you with an electronic notification of any checks presented for payment that do not match the information you have provided (an "exception check"). The Bank will notify you of any exception checks identified each Business Day by 9:00 a.m. on the following Business Day (the "Notification Date").

E. Pay Request/Return Request

You shall review any exception check(s) on the Notification Date, and notify the Bank via the Internet Banking Services whether to pay or return each check identified in the notification by 1:00 p.m. on the same day. If you do not notify the Bank otherwise prior to such deadline, the Bank will make final payment of the exception check(s) and charge the designated Account(s) for the checks that are drawn against it.

F. The Positive Pay Service may not be used for any check that the Bank has already cashed, negotiated or paid or for which the Bank is already committed to honor or pay under applicable laws, regulations or rules governing such items.

G. You agree to pay any and all fees related to the Positive Pay Services. Please refer to the Bank's schedule of charges for Positive Pay Services, as set forth on the Fee Schedule to the Account Agreement.

H. The Bank is entitled to rely on any information you provide in connection with the Positive Pay Service and shall not be responsible for detecting or remediating any errors contained in any check file, pay request or return request.