



**SYNOVUS<sup>®</sup>**

# ACH Origination Service Addendum

**Synovus Treasury Management Services  
ACH Origination Addendum**

1. **Acceptance of ACH Origination Services.** By selecting the ACH Origination Services (the “**ACH Service**”) on the Enrollment Form, you agree to the terms of this ACH Origination Addendum in the Terms and Conditions Booklet (the “**ACH Addendum**”) and this ACH Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this ACH Addendum, shall constitute one “**ACH Service Agreement**” for the ACH Service, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the ACH Service. Customer acknowledges the receipt of a copy of this ACH Addendum and the current Master Services Agreement. This ACH Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement or the rules of the National Automated Clearing House Association (“**NACHA**”), as such rules may be amended and in effect from time to time (the “**Rules**”). If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this ACH Addendum, the terms of this ACH Addendum will control with respect to the ACH Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **Transmittal of Entries by Customer; Dollar Limitations.** Customer may originate ACH entries from the “ACH Account” (as defined in this ACH Addendum) in the form of “Credit Entries” and “Debit Entries” (collectively the “**Entries**”) of the types specified in the Enrollment Form or otherwise approved by Bank in advance (in Bank’s sole discretion) in compliance with the formatting and other requirements of the Rules, subject to the input (origination) schedule set forth in the Master Services Agreement. Customer acknowledges and agrees that it is its responsibility to obtain access to the current Rules at all times, which may be obtained here: <https://www.nacha.org/products/2023-nacha-operating-rules-guidelines>. The total dollar amount of Credit Entries transmitted by Customer to Bank on any one day shall not exceed the “Credit Entry Amount” provided to Customer as determined by Bank from time to time, and the total dollar amount of Debit Entries transmitted by Customer to Bank on any one day shall not exceed the “Debit Entry Amount” provided to Customer as determined by Bank from time to time. The initial Credit Entry Amount and Debit Entry Amount are set forth in the ACH Services section of the Enrollment Form. In view of the potential for fraud occurring with regard to ACH transactions, Bank retains the absolute right to modify the Credit Entry Amount and/or Debit Entry Amount allowed to be transmitted by Customer, in Bank’s sole discretion, any such changes to be effective immediately upon the giving of notice of such change by Bank to Customer. Customer acknowledges that the lowering of daily Entry amounts permitted to be transmitted by Customer hereunder may reduce the total dollar exposure which could occur as a result of any fraud involving such entries. It is further understood and agreed by Customer that although Bank has the right to adjust the aforesaid dollar limitations of the Entry transmitted by Customer, Bank has no obligation to adjust such limits, unless Customer requests by written notice to Bank that any such limits be decreased.
3. **Security Procedures.** Customer and Bank shall comply with the Security Procedures and Client Administration provisions of the Master Services Agreement with respect to Entries (including requests for cancellation of Data) transmitted by Customer to Bank. Customer acknowledges and agrees that the sole purpose of the Security Procedures is to verify that an Entry is that of Customer, and not to detect an error in the transmission or content of an Entry (including without limit requests for cancellation of Data), and that Customer bears the sole responsibility for detecting and preventing such errors. No security procedures for the detection of any such errors have been agreed upon by Bank and Customer.  
Bank has the option, but not the obligation, to authenticate any Entry by having it verified by another Authorized Representative or by any other means Bank considers appropriate, but failure to authenticate instructions will not be evidence of any failure to exercise reasonable care or to act in good faith. Bank will not be liable for refusal to honor any Entry if it is not able to satisfy itself that the instructions given by an Authorized Representative are in accordance with the procedures outlined herein.  
  
Bank, in its sole discretion, may from time to time modify or implement additional security measures. Bank shall be entitled to implement such changes or modifications on not less than ten (10) days’ written (including electronic) notice to any Authorized Representative. Any such changes or modifications not objected to in writing within ten (10) days of notification shall be deemed accepted by Customer.  
  
Customer has carefully analyzed the Security Procedures in light of its security requirements and in light of the size, type and frequency of the Entries normally made or proposed to be made, to Bank by Customer, and Customer has determined that the Security Procedures are commercially reasonable methods of verifying the authenticity of Entries (including requests for cancellation of Data) in view of its requirements.
4. **Processing; Transmittal and Settlement by Bank.**
  - a. Except as provided in Section 8, On-Us Entries, and Section 10, Rejection of Entries, Bank will (i) process Entries properly sent by Customer to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to a Federal Reserve Bank acting as an Automated Clearing House Operator (the “**ACH Operator**”), and (iii) settle for such Entries as provided in the Rules. Bank will transmit such Entries to the ACH Operator by the deadline of the ACH Operator at least one (1) Business Day prior to the Effective Entry Date shown in such Entries, provided (A) such Entries are received by Bank’s cut-off time (as communicated by Bank to Customer from time to time) on a Business Day, (B) the Effective Entry Date is at least one (1) Business Day after such Business Day, and (C) the ACH Operator is open for business on such Business Day. For purposes of this ACH Addendum, Entries shall be deemed received by Bank when the transmission is complete and concluded. For purposes of this Agreement, Entries shall be deemed received by Bank, in the case of electronic transmission, when the transmission (and compliance with any related Security Procedures provided for herein) is complete and concluded.

- b. If any of the requirements of clause (i), (ii), or (iii) of Section 4.a. is not met, Bank will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified by Bank which is a Business Day and a day on which the ACH Operator is open for business.
- c. Same Day ACH. Customer may elect, on the Enrollment Form, same day settlement for eligible ACH credit or debit entries subject to applicable cut-off deadlines and transactions fees, as disclosed to Customer by Bank. All ACH transaction types are eligible (excluding International ACH Transactions (IATs)) with a per transaction limit determined by NACHA rules. Originating an ACH file with an entry date of current day that falls within the same day origination window will be handled, processed, billed and settled as a same-day item provided Customer is enrolled for ACH Origination Service. If Customer is not enrolled in Same Day ACH Origination and originates entries with a same day effective date such entries will be subject to unauthorized batch fees. Bank shall not be responsible if another receiving financial institution is unable to receive or initiate same day ACH payments, fails to act, fails to make funds available or fails to settle a same-day transaction timely. Customer is responsible for following appropriate NACHA rules for ACH transactions including proper authorization and timing for debits. Additional fees may apply for returned ACH transactions. Customer agrees to pay Bank fees for Same Day ACH, including without limitation, unauthorized batch fees, and returned ACH transactions, as set forth at the time the Enrollment Form is completed and as provided to Customer by Bank from time to time.

## 5. Delivery of Files

- a. Bank will transmit such Entries to the ACH Operator by the deadline of the ACH Operator at least one (1) Business Day prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Bank's cut-off time (as communicated by Bank to Customer from time to time) on a Business Day, (ii) the Effective Entry Date is at least one (1) Business Day after such Business Day, and (iii) the ACH Operator is open for business on such Business Day. For purposes of this ACH Addendum, Entries shall be deemed received by Bank when the transmission is complete and concluded. For purposes of this Agreement, Entries shall be deemed received by Bank, in the case of electronic transmission, when the transmission (and compliance with any related Security Procedures provided for herein) is complete and concluded.
- b. If any of the requirements of clause (i), (ii), or (iii) of Section 5(a) is not met, Bank will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified by Bank which is a Business Day and a day on which the ACH Operator is open for business.

## 6. Operating Environment.

- a. In order to use the ACH Service, you must have the following: (i) a personal computer; (ii) the operating systems in the versions listed on Synovus Gateway or other Web Site designated for that purpose or in the Master Services Agreement or Service Procedures; (iii) a secure (encrypted) web browser (in the versions listed on the Web Site or in the Master Services Agreement or Service Procedures); and (iv) Internet access through an Internet Service Provider ("ISP"). You agree to provide reasonable protection against computer intrusions and data exfiltration, including, without limitation, firewalls, current and regularly updated malware protection services (such as anti-virus and anti-spyware defense and regular scanning) and prompt implementation of security-relevant software upgrades (such as patches, service-packs and hot fixes). Bank may change these requirements from time to time by posting any change on the Web Site or other notice to you.
- b. Except as provided herein, we are not responsible for any loss, damage or injury whatsoever resulting from:
  - 1) An interruption in your electrical power or telephone or Internet service;
  - 2) The disconnecting of your telephone line by your local telephone company or deficiencies in line quality;
  - 3) The disconnecting of your electrical service by the provider of electrical power to you;
  - 4) Any defect or malfunction of your computer, modem, or system, or any equipment or other devices utilized in connection with initiating a payment or transfer, or telephone line or Internet access; or
  - 5) Any malicious software or code, computer virus or worm or other disabling procedure, whether present on your computer, network, system or equipment, or on ours.
- c. We are not responsible for any services relating to your computer other than those, if any, specified in this Agreement.

- 7. **ACH Input (Origination) Schedule.** Bank's cut-off time for receiving ACH debit and credit Entries from Customer is disclosed in the Synovus Treasury Management Enrollment Form. Bank may change the cut-off time upon notice to Customer.
- 8. **On-Us Entries.** Except as provided in Section 10, Rejection of Entries, in the case of an Entry received for credit or debit to an account maintained with Bank (an "**On-Us Entry**"), Bank shall credit or debit 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 (A) and (B) of Section 4.a are met. If either of those requirements is not met, Bank will use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.
- 9. **ACH Prefunding.** To qualify Customer as an ACH Originator, Bank may require credit transactions to be prefunded. If prefunding is required, Customer will be required to have sufficient collected funds on deposit with Synovus on ACH submission dates as a condition for Bank's processing of any outgoing ACH Credit Entry. When prefunding is in place, the offset transaction to remove funds from Customer's account will occur on the date the transactions are submitted rather than on the Effective Entry Date. Bank's normal overdraft policies and fees will apply if sufficient funds are not available.

**10. Rejection of Entries.** You agree that Bank has no obligation to accept Entries and therefore may reject any Entry issued by you. Without limiting the foregoing, Bank may reject any Entry that does not comply with the requirements of Section 2, Transmittal of Entries by Customer, or Section 3, Security Procedures. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if Customer has failed to comply with any prefunding requirement imposed under Section 9 or with its account balance obligations under Section 15. Bank does not have a duty to notify such rejection but will make a good faith effort to do so. Bank shall have no liability to Customer 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.

**11. Customer's Obligations Regarding Prenotification Transactions.**

- a. Under the Rules, Customer may, at its option, send a prenotification prior to the initiation of the first Entry to a Receiver or a Receiver's account with an RDFI and Customer acknowledges that it is responsible for Entries that are misrouted to incorrect accounts as a result of Customer having chosen not to send a prenotification.
- b. Customer acknowledges that if a prenotification is returned by the ACH Operator, then the RDFI has never received the prenotification and Customer must make necessary corrections prior to transmitting any additional Entries. If an RDFI returns a prenotification, then Customer shall not initiate any Entries to the particular Receiver's account without making corrections necessitated by the Return Entry, and if the prenotification results in the receipt by Bank of a Notification of Change ("NOC"), Customer shall initiate no additional Entries to the account of the particular Receiver until the requested changes contained in the NOC have been made by Customer.

**12. Cancellation Or Amendment By Customer.** Customer will have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank will use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account, provided such request complies with the Security Procedures for cancellation of Data, but Bank shall have no liability if such cancellation is not affected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

**13. Notice Of Returned Entries.** Bank shall notify Customer by electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 2, Transmittal of Entries by Customer, Bank will have no obligation to retransmit a returned Entry if Bank complied with the terms of this ACH Addendum with respect to the original Entry. Customer has the right to dishonor the original Return Entry, if it can be proven that the Return Entry is a misrouted return, duplicate return, untimely return, return has one or more field errors or if the return item was not requested by the Originator. It is the responsibility of the Originator to notify the ODFI to request the dishonor of these return items.

If, in its sole discretion, the National Association believes the rate that debit entries are returned as unauthorized exceeds one percent for one or more Originators or Third-Party Senders using the ODFI to originate entries, the National Association may send, via traceable delivery method, a written request to the ODFI for specific information pertaining to the Originator or Third-Party Sender and information pertaining to the number of debit entries returned as unauthorized over a period of two (2) months or sixty (60) days. If it is determined by the National Association that a fine be assessed to the ODFI for a violation of the one percent return rate, this fee will be passed to the Originator or Third-Party Sender.

**14. Payment.**

- a. Customer agrees to pay Bank the amount of each Entry transmitted by Bank pursuant to this ACH Addendum at such time on the Settlement Date with respect to such Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as Bank, in its discretion, may determine; provided, however, that Bank may require Customer to prefund any Entry by paying the full amount thereof to Bank at the time such Entry is requested or initiated by Customer if Bank, in its discretion reasonably exercised in light of existing circumstances, deems it prudent or appropriate to manage risk to require such payment.
- b. Customer shall promptly pay Bank the amount of each Debit Entry returned by an RDFI that was transmitted by Bank pursuant to this ACH Addendum.
- c. Bank shall pay Customer the amount of each Debit Entry transmitted by Bank pursuant to this ACH Addendum at such time within two (2) Business Days of the Settlement Date with respect to such Debit Entry as Bank, in its sole discretion, may determine, and the amount of each On-Us Entry at such time within two (2) Business Days of the Effective Entry Date with respect to such Entry as Bank, in its sole discretion, may determine.
- d. Bank shall promptly pay Customer the amount of each Credit Entry returned by an RDFI that was transmitted by Bank pursuant to this ACH Addendum.

**15. The Account.**

- a. The "ACH Account" means each Deposit Account designated by Customer for access using the ACH Service in the ACH Service section of the Enrollment Form, and as otherwise permitted by Bank from time to time, and also means all of such ACH Accounts collectively. Bank may, without prior notice of demand, obtain payment of any amount due and payable to it under this ACH Addendum by debiting any ACH Account and shall credit such ACH Account for any amount received by

Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Customer. Such credit shall be made as of the day of such receipt by Bank.

- b. Customer shall, at all times, maintain a balance of available funds in the ACH Account sufficient to cover its payment obligations under this ACH Addendum.
- c. In the event there are not sufficient available funds in the ACH Account to cover Customer's obligations under this ACH Addendum, Customer agrees that Bank may debit any other account maintained by Customer with Bank or that Bank may exercise its right of set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under this ACH Addendum.
- d. Customer acknowledges that Bank has the right to establish criteria concerning Entries initiated by Customer and monitor compliance with such criteria, to include matters such as permissible return rates Customer agrees that should Bank's criteria not be met, Bank is authorized to freeze the assets in the ACH Account until such time as such criteria are met. In such event, Bank also shall have the right to cease further processing of Entries initiated by Customer until such criteria are met. Bank also may freeze the assets in the ACH Account or close the ACH Account at any time Customer is not fully in compliance with the provisions of this ACH Addendum, the Master Services Agreement, the Gateway Addendum, the Rules and/or applicable laws and regulations. Customer acknowledges that the Unlawful Internet Gambling Act of 2006 prohibits the Bank from processing restricted transactions through Customer's ACH Account, and Customer agrees not to use the ACH Service for the purpose of making or paying internet gambling bets or receiving payments in connection with internet gambling activities or for any illegal purpose.

#### **16. Customer Representations and Agreements; Indemnity.**

- a. Customer represents to Bank and agrees that (i) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry; in the case of IAT Entries, the Receiver's authorization complies with the laws and payment system rules of the non-U.S. receiving country as well as the Rules; (ii) such authorization is operative at the time of transmittal, crediting or debiting by Bank as provided herein, (iii) Entries transmitted to Bank by Customer are limited to the types of Credit Entries and Debit Entries permitted by Bank and comply with the provisions of United States law, (iv) Customer will perform its obligations under this ACH Addendum in accordance with all applicable laws and regulations, and (v) Customer shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry. While the Rules state that a consumer has sixty (60) calendar days from the original date of the entry to return an unauthorized debit item, Regulation E states that the consumer has sixty (60) calendar days from the statement date to return the Entry. For Entries to consumer accounts governed by Regulation E, Originator will be obligated to honor the unauthorized return Entry according to the Regulation E time frame.
- b. With respect to IATs, Customer further represents and warrants to Bank and agrees that Customer shall (i) classify and format payments transmitted to or received from a financial agency outside the U.S. as IATs in accordance with the Rules; (ii) provide data necessary to accompany the transaction in compliance with the Bank Secrecy Act's "Travel Rule" so that all parties to the transaction have the information necessary to comply with applicable U.S. legal requirements, including without limit the programs administered by OFAC; and (iii) screen IATs prior to transmitting any IAT Entries to us in accordance with the requirements of OFAC and otherwise comply with OFAC sanctions.
- c. Customer further agrees with respect to IATs that (i) Customer bears all risk that the laws of the receiving foreign country prohibit or otherwise preclude the processing, settlement, or transfer of the proceeds of the Entry, including through blocking or other sequestration or seizure of funds (collectively, "**IAT Prohibitions**"); and (ii) unless Company and Bank have expressly agreed otherwise in writing, Customer bears and assumes all risk and liability arising from foreign exchange conversion relating to any IAT.
- d. Customer agrees that in the event any fine, penalty or other liability (collectively "**Fines**") is imposed or assessed by NACHA against Bank as a result of the violation of any of the Rules, should such violation result from any action or inaction on the part of Customer or any violation by Customer of any provision of the Master Service Agreement, this ACH Addendum, the Synovus Gateway Addendum (as applicable), or of any provision of the Rules, then, unless otherwise prohibited by the Rules, Customer shall immediately upon notification by Bank reimburse Bank for the full amount of all such Fines. If Customer fails to immediately reimburse Bank for the full amount of such Fines, Bank, in its sole discretion, will have the right to debit Customer's ACH Account or any other account maintained by Customer with Bank or any affiliate of Bank for the full amount of all such Fines.

#### **17. Limitations On Bank's Liability; Indemnity by Customer.**

- a. In addition to the Customer's indemnity obligations under the Master Services Agreement and the Synovus Gateway Addendum (as applicable), Customer agrees to indemnify the Indemnified Parties and hold the Indemnified Parties harmless from and against any loss, liability or expense (including attorney's fees and expenses) imposed, won, threatened against or suffered by Bank resulting from or arising out of any claim or court or administrative action by any person or entity contending that Bank has breached any warranties or representations made by (or deemed to be made by) Bank under the Rules or otherwise in any situation in which any warranty or representation is made by Customer to Bank hereunder or

under the Rules or otherwise which Bank is relying upon, in whole or in part, in processing any Entry or Entries initiated by or on behalf of Customer. By way of example only, and without in any way limiting the generality of the foregoing indemnification, Customer agrees that if a Receiver or an RDFI questions the authorization of any Entry initiated by Customer, and Customer fails or refuses to provide to Bank originals or copies of authorizations required to be maintained by Customer under the Rules within five (5) Business Days after request therefor by Bank, then Bank shall be fully authorized to credit the amount in question to such RDFI or Receiver and Customer shall immediately reimburse Bank for the full amount thereof, or, in the sole discretion of Bank, Bank may debit the ACH Account of Customer or any other account of Customer with Bank or any affiliate of Bank for such amount and give notice of such debiting to Customer not later than three (3) Business Days after the date on which Customer's ACH Account is debited. Customer further agrees to indemnify the Indemnified Parties from and against any loss, liability or expense (including attorney's fees and expenses) imposed, won, threatened against or suffered by Bank resulting from or arising out of any IAT Prohibition as defined above.

- b. Without limiting any term of the Master Services Agreement, Bank will be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intraday net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- c. Subject to the foregoing limitations, Bank's liability (if any) 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 Bank of Atlanta for the period involved. At Bank's option, payment of such interest may be made by crediting the ACHAccount.

**18. File Transmission.** Customers may transmit ACH Entries using any of the methods and Security Procedures currently supported and approved by Bank as referenced in the Security Procedures and Client Administration provisions of the Agreement.

**19. Compliance with Security Procedures.**

- a. If an Entry (or a request for cancellation of an Entry) received by Bank 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 Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the Security Procedures. If an Entry (or a request for cancellation of an Entry) received by Bank purports to have been transmitted or authorized by Customer (including, without limitation, any Authorized Representative or Authorized Agent), it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the Security Procedures with respect to such Entry. If signature comparison is to be used as a part of those Security Procedures, Bank shall be deemed to have complied with that part of such Security Procedures if it compares the signature accompanying a file of Entries (or request for cancellation of an Entry) received with the signature of an Authorized Representative 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 of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the Security Procedures with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such Security Procedures. Without limiting the foregoing, Bank shall have no liability to Customer with respect to any Erroneous Entry which was in fact transmitted or authorized by Company.

**20. Inconsistency Of Name and Account Number.** Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, credit or debit of the Entry transmitted by Bank to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

**21. Notification Of Changes; Responsibility of Customer Regarding Refused Notifications of Changes.** Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Bank relating to Entries transmitted by Customer. Bank will provide such information to Customer within two (2) Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later. If Customer desires to refuse an NOC, then Customer must provide to Bank the reason for the refusal of the NOC, along with the applicable Reason Code as specified in the Rules in order for Bank to notify the RDFI that the NOC has been refused. Not in limitation of any other term hereof, Customer agrees to familiarize itself with all the provisions of the Rules regarding refused NOCs and to comply fully therewith.

**22. Notices, Instructions, Etc.** Not in limitation of any term of the Master Services Agreement, in all dealings and involvements with Entries from origination through final settlement (including but not limited to the initiation, transmittal and processing of Entries, notifications of rejected or returned Entries, requests for cancellation of Entries, notification of changes, and notification of debiting or crediting the ACH Account), Bank shall be entitled to rely on any notice, instruction or other communication believed by it in good faith to be genuine and to come from Customer (including, without limitation, an Authorized Representative, the Administrator or any Authorized Agent).

- 23. Books and Records; Data Retention; Audit.** Not in limitation of any term of the Master Services Agreement, Customer acknowledges that under the Rules, Customer is required to retain either the original or a microfilm or microfilm-equivalent copy of each authorization of a Receiver for not less than two (2) years after the termination or revocation of the authorization. In the case of TEL Entries, Customer acknowledges that Customer must retain the original or a microfilm or microfilm-equivalent copy of the written notice given by Customer to the consumer confirming the consumer's oral authorization or an original or a duplicate copy of the tape recording of the oral authorization from the consumer to Customer for not less than two (2) years from the date of the authorization. Upon request by Bank, Customer agrees to provide such originals or copies of authorizations within five (5) Business Days after such request to Bank for Bank's own use or for Bank to provide to the RDFI which has requested such originals or copies from Bank. Customer shall retain data on file adequate to permit remaking of Entries for fifteen (15) Business Days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Upon 48 hours' notice by Bank, Customer shall make all books, records and operations related to the ACH Service or this ACH Addendum available for audit or inspection by Bank, Bank's independent auditors, NACHA or comparable state ACH association, and/or any regulatory authorities having supervisory and/or regulatory oversight or authority over Bank or any part of the ACH Service.
- 24. Interruption of Services.** Without in any limiting the effect of the Force Majeure section of the Master Services Agreement, from time to time Bank may need to temporarily suspend the processing of a transaction, particularly an IAT, for greater scrutiny or verification, including, but not limited to, suspending processing to review for suspected fraudulent activity or for compliance with the OFAC Rules, and Bank shall be excused if this action causes delay in the settlement and/or availability of the transaction.
- 25. Compliance with Rules and Regulations of the Office of Foreign Assets Control.** Customer acknowledges and agrees that the ACH is subject to the statutory provisions pertaining to, and the rules and regulations issued by, the Office of Foreign Assets Control ("OFAC") and the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), such statutory provisions, rules, regulations and other obligations being collectively hereinafter referred to as the "OFAC Rules." Customer acknowledges that it has access to the OFAC Rules and will comply with all provisions thereof. In that regard, Customer warrants and represents that neither Customer nor any Receiver from whom authorization has been obtained by Customer to initiate an Entry is on the list issued by OFAC known as the Specifically Designated Nationals and Blocked Persons List ("SDN List"). The United States Department of Treasury ("DOT") periodically updates the SDN List. Said updates may be obtained by accessing the DOT website at [www.treas.gov/ofac](http://www.treas.gov/ofac). It is the sole responsibility of Customer to obtain the most recent updates to the SDN List and to ensure that any Receiver from whom authorization has been obtained by Customer to initiate an Entry is not on the SDN List. As between Customer and Bank, notwithstanding any other provision of this ACH Addendum to the contrary, Customer shall be fully liable for all violations by Customer of the OFAC Rules, and, without limiting the generality of the foregoing, Customer shall immediately reimburse Bank for the amount of any liability of any nature whatsoever imposed upon Bank by OFAC or under the OFAC Rules resulting from either Customer or any Receiver authorizing Customer to initiate an Entry being on the SDN List.