TOMPKINS
VIST Bank

CONSOLIDATED BUSINESS INTERNET BANKING ENROLLMENT

Name of Entity _____ Tax ID #: _____

Name of Entity _____ Tax ID #: _____

Name of Entity _____ Tax ID #: _____

Name of Entity _____ Tax ID #: _____

Name of Entity _____ Tax ID #: _____

Name of Entity _____ Tax ID #: _____

Name of Entity _____ Tax ID #: _____

Name of Entity _____ Tax ID #: _____

Name of Entity _____ Tax ID #: _____

Name of Entity _____ Tax ID #: _____

Account to Debit for Internet Banking Charges: _____

LOG IN INFORMATION

ADMINISTRATOR: The following individual is designated to be the Administrator for the Company. The Administrator assigns and maintains all access rights for the other users.

Name: _____ Phone: _____

E-mail Address: _____ DOB: _____ Login ID _____

ADDITIONAL USERS: The Administrator may add or delete additional users at any time utilizing the internet banking system.

SERVICE PLAN (Choose One)

_____ **Basic Internet Banking**. (No ACH or Wire capability)

_____ **Simple Cash Management*****
Includes: One cash management function

_____ **Enhanced Cash Management*****
Includes: Two cash management functions

_____ **Special Cash Management*****
Includes: Three cash management functions

_____ **Comprehensive Cash Management*****
Includes: 4 or more cash management functions

******Fees may apply. See attached Schedule of Fees for further information******

SPECIAL INSTRUCTIONS

Unless otherwise indicated in the restrictions below, the Internet Banking Administrator shall have full access to all current and future accounts of the entity named herein, to view balances and history, initiate transfers and perform any/all requested cash management functions.

_____

_____

_____

AUTHORIZATION

I hereby request Tompkins VIST Bank to make available the Internet Banking services selected above, and authorize the bank to issue a Login ID and password to the Administrator as listed above. I certify that the Administrator is authorized to conduct all Internet Banking functions of the Company and establish and maintain the access levels and functional authority of the Additional Users within such limits as established for the Company in this enrollment and/or other applicable Agreements. I acknowledge that funds may be transferred between entities as listed on this form. This authorization shall remain in effect until Tompkins VIST Bank acknowledges receipt and acceptance of written modification or revocation of the authorization from the Company. I acknowledge and agree that Company use of Tompkins VIST Bank Internet Banking Services, including without limitation the services indicated in this enrollment form, is subject to and conditional upon full compliance with the Tompkins Financial Internet Banking Services Terms and Conditions and Automated Clearing House Bank-Company Agreement (if applicable), also available online at www.vistbank.com, as the same may be amended and as in effect from time to time.

Name: _____ Title: _____

Signature: _____ Date: _____
Authorized Signature (as listed in Corporate Resolution)

Name: _____ Title: _____

Signature: _____ Date: _____
Authorized Signature (as listed in Corporate Resolution)

Name: _____ Title: _____

Signature: _____ Date: _____
Authorized Signature (as listed in Corporate Resolution)

Name: _____ Title: _____

Signature: _____ Date: _____
Authorized Signature (as listed in Corporate Resolution)

Name: _____ Title: _____

Signature: _____ Date: _____
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Signature: _____ Date: _____
Authorized Signature (as listed in Corporate Resolution)

Name: _____ Title: _____

Signature: _____ Date: _____
Authorized Signature (as listed in Corporate Resolution)

Name: _____ Title: _____

Signature: _____ Date: _____
Authorized Signature (as listed in Corporate Resolution)

Revised 4/2016

Please note: A valid signature is required for EACH entity as requested on page one.

TOMPKINS
VIST Bank

Internet Banking Charge Plans / Schedule of Fees

Basic Internet Banking – No charge *(No ACH or Wire capability)*

Additional Services:

Simple Cash Management[1] - $9.95/mo + $.15 / originated ACH item - *Includes: One cash management function. May have multiple login ids.*

Enhanced Cash Management[1] - $14.95/mo + $.15 / originated ACH item - *Includes: Two cash management functions. May have multiple login ids*

Special Cash Management[1] - $19.95/mo + $.15 / originated ACH item - *Includes: Three cash management functions. May have multiple login ids*

Comprehensive Cash Management[1] - $39.95/mo + $.15 / originated ACH item - *Includes: Four or more cash management functions. May have multiple login ids*

If choosing wire transfer capability, please note, wire transfer fees may apply in addition to other Internet Banking fees

****Internet Banking fees will be deducted on the last business day of the month****

[1]Effective August 1, 2016, your account will be assessed an $8.00 fee for each originated ACH transaction that is returned to us by the receiving bank. Reasons for returning ACH transactions include, but are not limited to: Payment not authorized, Invalid account number, account not found, account closed, unauthorized. This fee will be assessed as items are returned.

TOMPKINS
VIST Bank

Internet Banking - Cash Management

Request for Optional Services

I hereby request the Optional Internet Banking Services with the Daily Limits as indicated for the within named Company. I have received a copy of the Tompkins Financial Corporation Internet Banking Services Terms & Conditions and agree to the terms as stated therein.

Company Name: _____ **Daytime Phone:** _____

TIN: _____ **Date**: _____

Signature: _____
Authorized person as named in corporate resolution

Instructions: The optional services are subject to approval by Tompkins VIST Bank. We may require additional documentation and financial information about the company and/or the principal owner(s) of the company. Upon receipt of this completed request form, we will notify you of any additional financial statements, or other information required to consider your request. The review and approval process will generally take no more than a few days from the time we receive the required information.

Daily Limit Requested: The limit you request should be the *lowest* amount needed to cover your daily needs for that transaction type. For example, if your highest single payroll over the past year was $28,400.00, an appropriate Daily Limit might be $30,000.00. The Daily Limit is the maximum amount that you will be permitted to submit on any one business day. If you have any questions, please contact the Internet Banking Department at 888-300-0110.

A Daily Limit must be requested and approved for any of the following functions that Company will be authorized to access. You should request a limit only for the functions that your Company will use. Please leave the amount blank for any functions that are not requested.

Wire Transfers: Daily Limit Requested: _____

International Wires: Daily Limit Requested: _____

ACH Payroll: Daily Limit Requested: _____

Tax Payments: Daily Limit Requested: _____

ACH Payments: Daily Limit Requested: _____

ACH Receipts: Daily Limit Requested: _____

ACH Collections: Daily Limit Requested: _____

Send ACH Files: Daily Limit Requested: _____

********ACH agreement - Exhibit A (attached) is required if requesting ACH Origination above********

TOMPKINS VIST Bank

Quick Guide to Internet Banking Cash Management Functions

Bill Payments
Pay bills to any payee without writing a check. Bill Payments are deducted from your account on the scheduled date and forwarded directly to the payee on the following business day. Payees who have a pre-arranged agreement with our payment processor may receive payments electronically. Electronic payments will be credited to your account with the payee, within 3 business days. If your payee does not have an electronic agreement with the processor, a paper draft will be issued and mailed to the address you provide. To allow sufficient time for postal delivery and processing by the payee, you should allow 5-8 business days for paper draft payments.

Payroll
Payroll is a batch ACH (Automated ClearingHouse) transaction that allows you to schedule the direct deposit of your employee payroll. This can be an important benefit to your employees. In order to be assured that funds will be available to the recipient on the morning of the effective date, Payroll items must be submitted two business days in advance of the effective date. (The Internet Banking System will accept transactions with an effective date of the next business day, however this may result in funds not being available to the recipient on the morning of the effective date, and therefore is not recommended.) You must have available funds in the pay from account to submit payroll transactions.

ACH Payments
ACH Payments are individual ACH credits that allow you to make payments, or transfers directly to accounts at other financial institutions. In order to be assured that funds will be available to the recipient on the morning of the effective date, ACH Payments must be submitted two business days in advance of the effective date. (The Internet Banking System will accept transactions with an effective date of the next business day, however this may result in funds not being available to the recipient on the morning of the effective date, and therefore is not recommended.) You must have available funds in the pay from account to submit ACH Payment transactions.

Collections
Collections are batch ACH transactions that allow you to initiate debits from multiple accounts to collect money for periodic dues or other fees, for deposit in your VIST Bank account. You must have written approval, signed by the accountholder before processing any Collection transactions. Collections must be submitted one business day before the effective date.

ACH Receipts
ACH Receipts are individual ACH debit transactions that allow you collect individual payments directly from the bank accounts of others, or from your own accounts at other financial institutions, for deposit to your VIST Bank account. You must have written approval, signed by the accountholder before processing any ACH debit transaction. ACH Receipts must be submitted one business day before the effective date.

EFTPS Tax Payments
With EFTPS Tax Payments you can submit your Federal and many State tax payments online. All tax payments must be submitted one business day in advance of the effective date. You must have approval from the Internal Revenue Service and/or the appropriate State Tax authority before paying your taxes through EFTPS. You must have available funds in the pay from account, in order to submit Tax Payment transactions.

Send a File
The “Send a File” function is an alternate way of delivering all forms of ACH transactions using the Internet Banking System. If you use other accounting software that creates an ACH formatted file, this function provides for secure delivery of the file, eliminating the need to individually enter transactions in the Internet Banking System. In order to be assured that funds will be available to the recipient on the morning of the effective date, all ACH credit items must be submitted two business days in advance of the effective date. You must have written approval, signed by the accountholder before processing any ACH debit transaction.

Supervisor Functions
Each business assigns an individual to be the Internet Banking Administrator. The Administrator has full access to all accounts and functions that are established for the company. In addition, the Supervisor Function allows the Administrator to create additional users and establish and maintain the access levels and functional authority for those users. This important tool provides the ability to impose dual control over the cash management functions, and the ability to limit each User’s access to the specific accounts, functions and dollar limits that you want them to perform. The Administrator can adjust these access levels at any time, providing you with maximum control, convenience and flexibility.

Authorize Transactions
The Authorize Transactions function provides the ability to submit cash management transactions that are entered into the Internet Banking System by other authorized users. By assigning some users the ability to setup and/or draft certain cash management transactions and other users the ability to authorize those transactions, you can impose appropriate controls easily and effectively. Transactions can be scheduled by a user, but are not submitted to the bank for processing until they are properly authorized.

Wire Transfer and International Wire
Submit requests for Wire Transfers quickly, easily and safely through Internet Banking. IMPORTANT: All requests must be submitted by the established cutoff time for same day processing. Wires to US financial institutions are generally received the day they are processed. International Wires may take several days to complete depending on the specific destination.

Tompkins Financial Corporation
Internet Banking Services Terms and Conditions

These Internet Banking Services Terms and Conditions (the "Terms and Conditions") set forth the terms and conditions pursuant to which Tompkins Financial Corporation and/or any Affiliate, as defined below, of Tompkins Financial Corporation (collectively and individually, "Tompkins") shall provide certain Internet banking services as more fully described herein (the "Services"), through access to the Internet banking system maintained by Tompkins (the "Internet Banking System"), to the individual, business, corporation, partnership, company or other account owner(s) (hereinafter referred to as "You" and/or "Your", as applicable), identified in the Internet Banking Enrollment Form completed by You and delivered to Tompkins and which incorporates by reference, and makes such Services and access to the Internet Banking System subject to Your acknowledgment of and agreement with, these Terms and Conditions. For purposes of these Terms and Conditions, an "Affiliate" of Tompkins shall include any and all subsidiaries of Tompkins Financial Corporation, and any entity controlling, controlled by or under common control with Tompkins Financial Corporation, and any other bank or entity providing Services pursuant to Tompkins' request or instruction, including without limitation Tompkins Bank of Castile, Tompkins Mahopac National Bank Tompkins Trust Company and Tompkins VIST Bank. By Your use and Your continued use of the Services, You agree to accept and fully comply with all of these Terms and Conditions. These Terms and Conditions incorporate herein by reference the disclosures previously provided to you relating to Electronic Funds Transfers ("Prior EFT Disclosures"), and in the event of a conflict, the Prior EFT Disclosures shall supersede these Terms and Conditions. To the fullest extent authorized by law, these Terms and Conditions supersede all other prior notices Tompkins previously provided to you, including notices relating to availability of funds or to the Expedited Funds Availability Act, 12 U.S.C. § 4001 *et seq.* and Regulation CC, 12 CFR Part 229 *et seq.*

1. **General Restrictions.** To use the Services, You must (i) have at least one account at or associated with Tompkins and access to Internet service, (ii) maintain a valid e-mail address and agree to accept (and not block, opt out or unsubscribe from receiving) e-mail notifications and correspondences related to Tompkins' provision of the Services, (iii) duly execute an Internet Banking Enrollment Form, and (iv) be approved by Tompkins, in Tompkins' sole discretion, to access the Internet Banking System. Tompkins may revoke Your authorization to use the Internet Banking System or the Services at any time and without notice, for security reasons or for any other reason, in Tompkins' sole discretion.

2. **The Administrator and Authorized Users.** The "Administrator" is the person designated as such by You on Your Internet Banking Enrollment Form. The Administrator shall be authorized to use the Internet Banking System solely for the Services requested by You and approved by Tompkins for Your use, and to establish and maintain the access levels and functional authority of all other Authorized User(s), as defined hereinafter, of You. An "Authorized User" shall include the Administrator and any other person whom You designate as an "Authorized User" on Your Internet Banking Enrollment Form and any person later designated as such pursuant to a written request from the Administrator delivered to Tompkins unless and until the Administrator delivers a written request to Tompkins stating that such person shall be removed as an Authorized User. You may replace the Administrator with another person by providing to Tompkins evidence sufficient, in Tompkins' sole discretion, to show that You have duly authorized such an action.

3. **Account Access and Security.**

   a. In connection with Your execution of an Internet Banking Enrollment Form (as required to use the Services), You will be asked to select a login identification ("ID"). Tompkins will issue to the Administrator, and may issue to any other Authorized User(s), a temporary password, by e-mail, in order for You to access the Internet Banking System.

   b. If any password for any login ID of an Administrator or Authorized User is entered incorrectly three (3) consecutive times, Tompkins may revoke Your access to that login ID or take such other action as Tompkins determines to be appropriate in its sole discretion. To re-establish access to any login ID, the Administrator must initiate a reset of the password via the login screen or contact Tompkins to obtain a new temporary password.

c. You understand the importance of protecting the security of any login IDs and passwords and accept full responsibility for the confidentiality and security of any login ID and password of the Administrator and of any other Authorized User. Any advice or requirements for such login IDs or passwords provided by Tompkins or any other party shall not constitute any representation or warranty of Tompkins with respect to the security of such login IDs or passwords.

d. Tompkins may, but is not required to, elect to verify the authenticity or content of any instruction or action made by You through the Internet Banking System. If Tompkins is unable to verify an instruction to its satisfaction, it may reject the instruction in its sole discretion.

e. Tompkins is authorized to rely on instructions received from and actions made by any person using the login ID and password of the Administrator or, as applicable, of an Authorized User. The instructions received from and actions taken by any person using such a login ID and password shall be deemed effective as if made by someone authorized to act on behalf of You, and You agree that Tompkins will not be responsible for any loss that results from such instructions that Tompkins receives from or other actions taken by such persons as if someone authorized to act on behalf of You had provided such instructions or had taken such actions.

f. You shall notify Tompkins promptly if You have knowledge of or suspect (i) any unauthorized use of the access device, login ID and password of the Administrator or of any other Authorized User, or (ii) that the security of any such login ID and/or password has otherwise been compromised in any way.

g. Tompkins reserves the right to terminate or revoke Your access to the Internet Banking System or any Services at any time and/or to impose any additional terms and conditions on Your access to and use of the Internet Banking System and the Services, for any reason deemed appropriate by Tompkins in its sole discretion, including without limitation any prolonged period of inactivity, unauthorized use of any login ID or password of Your administrator or other Authorized User, or concern with the security of a login ID or password or any of Your accounts or the Internet Banking System.

4. **Availability.** So long as You are authorized to access the Internet Banking System, You may do so seven (7) days a week and twenty-four (24) hours a day in accordance with the terms of these Terms and Conditions; provided, however, that not all of the Services will be available at all times and Your access to the Internet Banking System may, from to time, be generally unavailable for system maintenance or because of other technical issues. Transfers between different accounts of Yours with Tompkins submitted after 7:00 p.m., Bill Pay requests submitted after 4:00 p.m., wire transfers submitted after 1:00 p.m. and all other transaction requests submitted after 3:00 p.m. will be considered submitted on the next Business Day, as hereinafter defined, that Tompkins is open. For purposes of these Terms and Conditions, "Business Day" shall mean every day that is not a Saturday, Sunday or a federal holiday.

5. **Services Offered.** The Services provided under these Terms and Conditions to You include, but are not limited to and are subject to change without notice to You, (i) the ability to view the balance of Your accounts with Tompkins, (ii) the ability to view account transaction histories, (iii) the ability to transfer funds between Your different accounts with Tompkins, (iv) the ability to order checks, (v) the ability to make stop payment requests, (vi) the ability to view images of cleared checks for a minimum of ninety (90) days, (vii) the ability to change Your address, (viii) Internet bill payment services if You have a checking account with Tompkins, and (ix) any and all optional cash management and other Services made available by Tompkins from time to time, which You have selected and for which You have been approved and authorized by Tompkins to use, including without limitation Automated Clearing House ("ACH") credit and debit originations, wire transfer requests and additional security features and controls. All optional ACH and wire transfer services provided by Tompkins are subject to assigned daily limits and approval by Tompkins, in its sole discretion. Whenever You use any optional cash management Services, You agree to utilize fully all security features and controls available under the optional cash management Services, but Tompkins does not provide any warranty for such security features and controls in any way and Your use of such security features and controls shall not affect any obligation You have under these Terms and Conditions.

6. **Stop Payments and Cancellations.** Any stop payment request submitted via the Internet Banking System for a check written on an account of Yours must be confirmed by notice by means set forth in the Prior EFT Disclosures within fourteen (14) days or such stop payment request shall expire and be of no further effect. To cancel a scheduled bill payment using the Internet bill payment services included in the Services, You must cancel the payment online no later than 3:00 p.m. on the date the payment is scheduled to be made. You cannot cancel a bill payment once it has been debited from an account of Yours. If the payment is made by paper draft, You *might* be able to stop the payment by calling the Internet Banking Department of Tompkins before the draft has cleared. In order for Tompkins to

determine if payment *might* be stopped, You must clearly identify the payment by providing the payee, the payee assigned account number (if any), the amount, the scheduled date of the payment, and/or the Internet banking identification number assigned for the payment.

7. ACH Originations.

a. Tompkins will transmit and process ACH debits and credits in accordance with the rules of the National Automated Clearing House Association ("NACHA") as currently in effect and as amended from time to time (the "Rules"). You shall be bound by and comply with the Rules as well as the provisions of these Terms and Conditions. A copy of the Rules may be obtained from the web site of the NACHA. ACH submissions by You are also subject to all applicable laws, rules and regulations, including but not limited to those promulgated by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"). You represent and warrant that You are not on OFAC's list of Specially Designated Nationals and Blocked Persons ("SDN List"), and that You shall not engage in transfers to, from, or on behalf of, any party on the SDN List.

b. In the case of a credit entry subject to Uniform Commercial Code ("UCC") Article 4A, Tompkins will provide You with notice of the following:

(i) the entry may be transmitted through the ACH;

(ii) Your rights and obligations concerning the entry shall be governed by and construed in accordance with the laws of the State of New York, unless You and Tompkins have agreed that the laws of another jurisdiction shall govern Your rights and obligations;

(iii) credit given by the receiving depository financial institution ("RDFI") to the recipient authorizing the transaction ("Receiver") for the entry as provided in UCC Article 4A, subsection 4.4.1 (Availability of Credit Entries to Receivers) is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of UCC Article 4A; and

(iv) if the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and You will not be considered to have paid the amount of the credit entry to the Receiver.

c. Before initiation of an ACH credit or debit to the account of a "Consumer", which shall mean the person whose account is being credited or debited by You, You will obtain written authorization from the Consumer to make such entries to the Consumer's account. In the case of ACH debits, You shall provide the Consumer with a copy of the authorization as required by the Rules. You will retain the original or a copy of the authorization and will furnish such authorization to Tompkins upon request of Tompkins. Before initiation of ACH credits or debits to the Consumer's account, You will also send pre-notification in the appropriate format, within the time limits prescribed in the Rules or by Tompkins. If You receive notice that a pre-notification or ACH entry has been rejected by the receiving financial institution, You will not submit further entries until the cause for rejection has been corrected and another pre-notification has been submitted and accepted within the prescribed time limits. In the event that You initiate or are scheduled to initiate credit entries to a Consumer's account at least once every sixty (60) days, including but not limited to credit entries representing the payment of salary or wages to the accounts of the Consumer's employees, You shall furnish to each such Consumer a detailed statement and notice that the electronic credit entry has been initiated no later than the day said Consumer's account is due to be credited by Tompkins. Should You wish to change the amount or date of billing of an electronic debit entry in respect of any Consumer, You shall mail or deliver written notice to the Consumer at least ten (10) days before such electronic debit entry is to take place, advising the Consumer as to the amount and the scheduled date of the electronic debit entry; provided, however, should You inform a Consumer of his/her right to receive notice of all electronic debit entries varying in amount and the Consumer elects to receive such notice only when an electronic debit entry does not fall within a specified range of amounts (which shall in all respects be reasonable) or, alternatively, only when an electronic debit entry differs from the most recent electronic debit entry by more than an agreed upon amount (which shall in all respects be reasonable), then You shall mail or deliver written notice to the Consumer in accordance with such election. Notice of change in the date of billing of an electronic debit entry, however, shall be mailed or delivered to the Consumer under all circumstances. You shall comply strictly with

the provisions of this paragraph. You understand that Tompkins will be relying upon such agreement and compliance in order that Tompkins may comply with federal and state laws and regulations with respect to electronic fund transfers.

d. You will prepare and submit all ACH credit and/or debit entries in accordance with the time schedule provided by Tompkins. You will be responsible for the correctness both as to content and to form of all entries submitted. If Tompkins determines that any information cannot be processed for any reason, Tompkins will notify You. You will correct the information as required and re-submit the information to Tompkins in accordance with the schedule provided by Tompkins.

e. You will maintain a demand deposit account ("Deposit Account") with Tompkins. All ACH credit and debit entries are provisional and Tompkins may charge or credit Your Deposit Account for any returned or rejected entries. You will maintain an available balance sufficient to cover all ACH transactions submitted. If Tompkins processes any transactions submitted by You for which it has not received full settlement, the amount of such transaction shall become immediately due and payable by You to Tompkins, and Tompkins shall have the right to charge that amount to any account of Yours with Tompkins, or to receive an immediate and full refund from You.

f. If You use the Internet Banking System to send ACH formatted files, You will provide the effective date of the file, the number of transactions in the file, and the total dollar amount of the file, in the manner and format prescribed by Tompkins.

g. If You discover that any entry You have initiated was in error, You may notify Tompkins of such error and Tompkins will utilize commercially reasonable efforts on behalf of You, consistent with the Rules, to correct the entry. Additional fees may apply for reversals and transactions originated by Tompkins on Your behalf to correct such errors. In all such cases, it shall be Your responsibility to notify Your affected Consumers in writing, prior to the time the correcting entry is transmitted, that an entry has been made which is at variance with the Consumer's authorization or is otherwise erroneous and the reason for the correction that is to be made.

h. In the event that a Consumer alleges an "error" as that term is defined in Section 205.11(a) of Federal Reserve Board Regulation E, You shall provide to Tompkins all documents and information in Your possession or control and all other assistance requested by Tompkins in a timely fashion in order to permit Tompkins to fulfill its obligations, if any, under Section 205.11 of Federal Reserve Board Regulation E.

i. You understand and agree that Your ACH transactions are subject to pre-approved exposure limits, and that transactions in excess of such exposure limits may be rejected. In addition, certain types of ACH transactions (including, without limitation, certain international transactions) may be restricted or prohibited.

j. Tompkins retains the right to terminate or suspend Your ability to initiate ACH transactions if it suspects, in its sole discretion, that You have breached, or there is a threat that You will breach, the Rules. You agree that Tompkins has the right to audit Your compliance with the Rules, these Terms and Conditions, and any additional agreements You and Tompkins make with respect to your initiation of ACH transactions. These audit rights shall also apply to any Third-Party Senders (as defined in the Rules) engaged by You, and you agree to cause such Third-Party Senders to cooperate with Tompkins in the event of such an audit.

8. Wire Transfer Requests.

a. Wire transfer requests submitted by You are subject to all applicable laws and regulations of the United States of America, including but not limited to the Patriot Act and OFAC, and all applicable laws and regulations of the State of New York. You represent and warrant to Tompkins that You are not on the SDN List, and that You shall not engage in transfers to, from, or on behalf of, any party on the SDN List.

b. Tompkins provides for dual control of wire transfer submissions, whereby authorizations from two of Your Authorized Users are required in order to submit wire transfer requests, and further controls that require positive verification of wire transfer amounts by the second party prior to submission. You agree that these are commercially reasonable and acceptable security controls and You further agree to implement these controls for wire transfer submissions.

c. You understand that the numbers assigned to banks and to the accounts of recipients are critical to the transfer function. If You make an error in providing such numbers, the error may cause the

transfers to be made through the bank or account specified by the provided routing or account number, rather than the named or intended bank or recipient. You will be responsible for the full amount of the transfer in any such case and Tompkins will not be responsible for any error made by You.

d. You may ask Tompkins to amend or cancel requested transfers and Tompkins agrees to use commercially reasonable efforts to honor such requests if they are received in a time and in a manner that gives Tompkins a reasonable opportunity to act on the request before the transfer has completed. If You ask Tompkins to attempt recovery of funds that have already been transferred, Tompkins shall be under no obligation to do so unless and until You deposit with Tompkins, or provide other assurance of payment satisfactory to Tompkins, an amount determined in good faith by Tompkins to approximate the costs and expenses, including attorney fees, which Tompkins may incur in attempting to recover the funds. Upon such deposit or satisfactory assurance, Tompkins will take such actions as it deems reasonable, in its sole discretion, to attempt recovery. In no event shall Tompkins be deemed to guarantee or otherwise assure successful recovery of the funds in full or in part, nor to have accepted responsibility for any amount transferred before Tompkins received and had reasonable time to act on a request to amend or cancel the transfer.

e. If You request a transfer of funds in any currency other than US Dollars, Tompkins will convert the currency at Tompkins' current exchange rate for the specified currency. If any funds are returned to You in any currency other than US Dollars, Tompkins will convert the funds based on Tompkins' exchange rate for that currency at the time of return. If Tompkins does not have exchange rates for the currency involved, Tompkins will use its commercially reasonable efforts to have the currency converted promptly through reasonable commercial and/or banking channels, and You will pay a reasonable fee to Tompkins for such services. In no event shall Tompkins be liable for any losses resulting from currency conversions effected by Tompkins in good faith, within a reasonable time after receiving the funds for conversion.

f. You shall pay all charges that Tompkins may impose for transfers made under this Section 8 and that Tompkins may incur for following related instructions. You shall also reimburse Tompkins for any expenses incurred by Tompkins in carrying out Your instructions or requests.

9. **Sufficient Funds.** You agree to maintain sufficient funds in Your accounts with Tompkins to cover any transfers or payments or other debits initiated through the Internet Banking System.

10. **Disclaimer of Warranties.**

a. TO THE FULLEST EXTENT PERMISSIBLE UNDER ANY APPLICABLE LAW, RULE OR REGULATION, TOMPKINS IS PROVIDING THE SERVICES AND THE INTERNET BANKING SYSTEM "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY, AND HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, FOR THE INTERNET BANKING SYSTEM OR FOR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ANY WARRANTY THAT AVAILABILITY OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, AND/OR ANY WARRANTY TO PROVIDE ADEQUATE TECHNICAL SUPPORT.

b. TOMPKINS RESERVES THE RIGHT TO MODIFY, AMEND, REVISE, UPDATE, SUPPLEMENT, REPLACE OR CHANGE THE INTERNET BANKING SYSTEM, THE SERVICES, THESE TERMS AND CONDITIONS, AND/OR THE INFORMATION AND MATERIALS PROVIDED THEREUNDER FROM TIME TO TIME, BUT IS UNDER NO OBLIGATION TO DO SO.

c. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANY SECURITY, TECHNICAL OR SIMILAR REQUIREMENTS, GUIDANCE OR ADVICE PROVIDED BY TOMPKINS, DIRECTLY OR INDIRECTLY, AND RELATING TO YOUR USE OF THE SERVICES AND/OR YOUR ACCESS TO THE INTERNET BANKING SYSTEM, SHALL NOT SERVE AS A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, OF THE SECURITY OF (i) THE INTERNET BANKING SYSTEM, (ii) YOUR USE OF THE SERVICES, OR (iii) YOUR ACCOUNT(S) WITH TOMPKINS, GENERALLY OR SPECIFICALLY WITH RESPECT TO THE LOGIN ID AND PASSWORD OF THE ADMINISTRATOR OR OF ANY OTHER AUTHORIZED USER. YOU ACKNOWLEDGE AND AGREE THAT TOMPKINS IS NOT RESPONSIBLE FOR ANY LOSS OR LOSSES RESULTING FROM YOUR USE OF THE SERVICES AND THE INTERNET BANKING SYSTEM EXCEPT TO THE EXTENT ANY SUCH LOSS OR LOSSES ARE ATTRIBUTABLE TO THE NEGLIGENT OR INTENTIONAL ACTS OR OMMISSIONS OF TOMPKINS.

d. TOMPKINS IS NOT RESPONSIBLE FOR THE CONTENTS, AVAILABILITY, SUITABILITY OR SECURITY OF ANY THIRD PARTY PRODUCT, SERVICE OR RESOURCE THAT MAY FROM TIME TO TIME BE IDENTIFIED, REFERENCED OR MADE AVAILABLE AS PART OF THE SERVICES OFFERED BY TOMPKINS AND/OR ANY THIRD PARTY WEBSITE THAT MAY BE ACCESSIBLE VIA THE INTERNET BANKING SYSTEM. YOU HEREBY ACKNOWLEDGE AND AGREE THAT TOMPKINS MAKES SUCH THIRD PARTY PRODUCTS, SERVICES, RESOURCES AND/OR WEBSITES AVAILABLE OR ACCESSIBLE “AS IS” AND WITHOUT ANY REPRESENTATION, WARRANTY OR ENDORSEMENT BY TOMPKINS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT TOMPKINS SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OF OR RELIANCE ON ANY SUCH PRODUCT, SERVICE OR RESOURCE, OR THE CONTENT, ADVERTISING, PRODUCTS, SERVICES OR OTHER MATERIALS ON OR AVAILABLE AT, FROM OR THROUGH ANY SUCH OTHER WEBSITE.

11. **Limitation of Liability.** You will tell us at once if you believe your access device has been lost or stolen, or of any circumstances in which you believe or reasonably should believe that the security of your account is at undue risk. Limitations on your liability are governed by the time limitations and amounts set forth in our Prior EFT Disclosures.

12. **Indemnification.** Except as set forth herein or as limited by the Prior EFT Disclosures, You agree to indemnify Tompkins, and all of its officers, directors, managers, members, employees, agents, representatives, successors and assigns against, and hold Tompkins, and all of its officers, directors, managers, members, employees, agents, representatives, successors and assigns harmless from, any and all claims, debts, demands, proceedings, losses, liabilities, damages, costs, charges and expenses (including court costs and attorneys' fees), directly or indirectly resulting from Your failure to comply with

these Terms and Conditions, any other agreement You have with Tompkins, the Rules, and any agreement You have with a third party, including, but not limited to, a Consumer as defined in Section 7, and/or any applicable law, rule or regulation.

13. **Release.** YOU HAVE ACKNOWLEDGED AND AGREED THAT YOU ARE USING THE INTERNET BANKING SYSTEM AND THE SERVICES AT YOUR OWN RISK, AND, SUBJECT TO THE LIMITATIONS CONTAINED IN THE PRIOR EFT DISCLOSURES, YOU HEREBY RELEASE TOMPKINS AND ITS AFFILIATES (AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL, CONSEQUENTIAL AND OTHERWISE) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) YOUR ACCESS TO AND USE OF THE INTERNET BANKING SYSTEM, (ii) YOUR USE OF ANY SERVICES; OR (iii) ANY DEFICIENCY, ERROR, LACK OF AVAILABILITY OR INTERRUPTED AVAILABILITY, OR CLAIM OR DAMAGES OF ANY KIND, ARISING FROM YOUR ACCESS TO AND USE OF (OR INABILITY TO ACCESS AND USE) THE INTERNET BANKING SYSTEM AND/OR THE SERVICES; PROVIDED, HOWEVER, THAT YOU DO NOT RELEASE TOMPKINS FROM ANY CLAIMS, DEMANDS, OR DAMAGES ARISING FROM TOMPKINS' NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS.

14. **Time Zone.** Any time stated in these Terms and Conditions shall mean such time at Eastern Standard Time or Eastern Daylight Time, as applicable in Ithaca, New York, United States of America.

15. **Termination.** Tompkins may terminate these Terms and Conditions, with or without cause, at any time; provided, however, these Terms and Conditions shall continue to be in full force and effect for all electronic entries initiated by You prior to the termination of these Terms and Conditions and any provision of these Terms and Conditions which may reasonably be interpreted or construed as surviving the termination of these Terms and Conditions, including without limitation Sections 9, 10, 11, 12, 13, 15, 16, 17, 18, 21 and 22 of these Terms and Conditions, shall survive such termination of these Terms and Conditions for any reason whatsoever.

16. **Financial Review; Audit and Investigation.** You understand that Tompkins may, in accordance with its internal operating policies, conduct reviews of Your financial situation to determine the credit risk that You present to Tompkins with respect to Your use of the Internet Banking System in accordance with these Terms and Conditions. In connection with such reviews (which may include a review of Your accounts with Tompkins), You agree that, upon the request of Tompkins, You shall provide Tompkins with Your most recent quarterly and annual financial statements and/or federal and state income tax returns for review by Tompkins. Based upon such review Tompkins may in its sole discretion determine whether You remain eligible to use any or all of the Services, and if Tompkins so determines that You are not so eligible, then Tompkins may, in its sole discretion and upon written notice to You, remove or suspend Your access to any of the Services or terminate these Terms and Conditions immediately. In addition, upon the occurrence of any event of unauthorized use of any login ID or password of the Administrator or any Authorized User, or any other unauthorized access of one or more of Your accounts, or any loss therefrom, You acknowledge and agree that Tompkins, itself or through its authorized representative(s), may (but shall no obligation whatsoever to) conduct an audit or investigation of Your Internet banking practices, security procedures and protocols, and You hereby agree to provide Tompkins with access to Your facilities, equipment and personnel for purposes of enabling Tompkins to identify the cause(s) or potential cause(s) of such unauthorized access, loss or other security breach.

17. **Entire Agreement; Amendment**. These Terms and Conditions set forth the entire agreement and understanding of the parties relating to the subject matter herein and supersede any and all prior agreements or understandings between the parties except as specified herein. Tompkins has the right to make changes to these Terms and Conditions, from time to time, and will notify you in advance of any such changes to the extent required by law.

18. **Waiver.** No delay or failure by Tompkins to exercise any right, remedy or power hereunder shall impair the same or be construed as a waiver thereof. The waiver by Tompkins of a breach by You of any provision of these Terms and Conditions shall not operate or be construed as a waiver of any subsequent breach or any other obligation you may have to Tompkins.

19. **Force Majeure.** Nonperformance by Tompkins shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where such failure to perform is beyond the control of Tompkins.

20. **Headings.** Headings used in these Terms and Conditions are for reference purposes only and in no way define, limit, construe or describe the scope or extent of the provisions contained herein or in any way affect these Terms and Conditions.

21. **Severability.** In the event that any provision of these Terms and Conditions shall be held to be invalid or unenforceable, the remaining provisions hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

22. **Governing Law; Jurisdiction.** These Terms and Conditions shall be governed by and construed under the laws of the State of New York, without reference to the conflict of laws principles thereof. The parties hereby irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to these Terms and Conditions or the transactions referenced herein shall be litigated only in courts having situs within Tompkins County, New York. In connection therewith, the parties hereby consent and submit to the jurisdiction of any local, state or federal court located within said county and state and hereby waive any right the parties may have to transfer or change the venue of any such litigation.

AUTOMATED CLEARING HOUSE
BANK-COMPANY AGREEMENT

This agreement, dated as of _____,_____ is between_____ _____.("Company") and ____Tompkins VIST Bank_____("Bank"), a subsidiary of Tompkins Financial Corporation with offices in Ithaca, New York.

RECITALS

A. The Bank is a Participating Depository Financial Institution of the Third District Funds Transfer Association, an Automated Clearing House Association located in Philadelphia, Pennsylvania.

B. Company wishes to initiate Credit and Debit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing Association (the "Rules"), and Bank is willing to act as an Originating Depository Bank with respect to such entries, by means of the Automated Clearing House ("ACH").

C. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Bank initiates each entry.

DEFINITIONS

"Business Day"- The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

"Originating Company"- The Company or third party designated by the Company to perform services on behalf of the Company in connection with the initiation of electronic funds transfer entries.

Settlement Date"- The settlement date with respect to an Entry shall mean the Business Day upon which the Entry is to be debited or credited to the account of the Company's employee/customer.

"Originator"- The third party that is responsible for the processing of all the Bank's ACH payments, collections and uploads. The Metavante Corporation has been designated the Bank's Originator.

AGREEMENT

1. Operating Rules. The Company will comply with the Operating Rules of National Automated Clearing House Association ("NACHA"), in existence as of the date of this Agreement and as amended from time to time (herein collectively referred to as the "Rules"), which rules are incorporated herein and made a part thereof. The duties of the Company set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules. At the Company's request, Bank will provide a copy of Rules for Company's use. If the provisions of this Agreement or such operating procedures as may be established for the operation of this method of payment should conflict with said Rules, then this Agreement shall govern unless the Rules prohibit such conflict; and only in such case, the Rules shall govern. The Originator agrees to comply with applicable state and federal law or regulation and Originator warrants that it will not transmit any Entry or File that violates the laws of the United States, including, without limitation, regulations of and sanctions enforced by the Office of Foreign Asset Control (OFAC). It shall further be the responsibility of the Originator to obtain information regarding such OFAC enforced sanctions.

2. Approval by Bank of ACH Limit. Customer must provide an estimated maximum dollar amount of ACH Entries to be processed in accordance with the amount referred in Direct Deposit Services Company Specification Sheet, in **Exhibit A**. This dollar amount must then be approved by the Bank, in writing, according to the Bank's current approval guidelines. Upon approval, the Customer will be notified so that further arrangements may be made to process by Internet Banking or electronic transmission. If at any time the estimated maximum dollar amount will be exceeded by the Customer, it is the Customer's sole responsibility to notify the Bank in writing immediately so as to not delay processing of files. Failure to report the exceeded maximum dollar amount may result in the delay of file transmissions.

3. Financial Information. Company agrees to furnish Bank with financial statements, in a form acceptable to the Bank, at least annually or upon Bank's request. Company further agrees to furnish Bank with copies of Federal Tax Returns within thirty (30) days of their filing each year together with all other financial information reasonably requested from time to time by Bank.

4. Employee/Customer Authorizations and Record Retention. Before the initiation by Company of the first Credit or Debit Entry to an employee's/ customer's account, the Company will obtain from each such employee/customer an authorization to make one or more Entries to such employee's/customer's account, and in the case of Debit Entries, the Company shall provide the employee/customer with a copy of such written authorization. Such authorization shall comply with the Rules as may be amended by Bank from time to time. Each Entry thereafter will be made pursuant to such authorization, and no Entry will be initiated by Company after such authorization has been revoked or the arrangement between Company and such employee/customer has terminated. The Company will retain the original or a copy of each such document required to be given to the employee/customer under the Rules for a period of not less than two (2) years, except that it will retain the original or a copy of each authorization for a period of not less than six (6) years after termination or revocation of such authorization and will, upon request of Bank, furnish such original or copy to Bank, for any purpose authorized by the Rules, or otherwise in connection with the services provided by Bank hereunder.

5. Prenotification and Rejection of Prenotification. The Company will send prenotification that it intends to initiate an Entry or Entries to an employee's/customer's account **at least 10 calendar days before the live Entry is sent.** Such prenotification shall be provided to the Bank in the format and on the medium prescribed by the Rules. If the Company has received written notice that such prenotification has been rejected within the prescribed period by a Receiving Depository Financial Institution ("Receiving Bank"), as defined by the Rules, the Company will not initiate any corresponding Entry to such employee's/customer's account until the cause for rejection has been corrected and another prenotification has been submitted and accepted within the time limits prescribed by the Rules.

6. Delivery of Entry Information. The Company will deliver each Entry or file of Entries to Bank at the address designated by the parties in the attached Direct Deposit Services Company Specification Sheet, incorporated herein as **Exhibit A**, not later than **3:00 p.m. of the second Business Day before the Settlement Date for credit entries and 3 p.m. of the Business Day before the Settlement Date for debit entries.** All Entry information so delivered shall be in the medium required by Bank and the format required by the Rules. **Exhibit C** sets forth the annual holiday schedule, which outlines additional days not to be considered Business Days.

NOTE: Web Banking Users – The transaction date must be entered by **3:00 p.m. of the second Business Day before the Settlement Date for credit entries and 3:00 p.m. of the Business Day before the Settlement Date for debit entries.** Entering the transaction date for less than this time period may cause the delay of payments. The Bank is not responsible for any late payments or penalties that may occur due to a transaction date entered less than 2 days prior to the expected delivery date. Bank will either charge or credit Company's Account for any Credit or Debit.

7. Submission and Processing of Entries.

a. Company will, on forms provided by Bank, supply signatures of representatives authorized to act on behalf of Company on matters relative to Entries submitted by Company as input to the ACH System.

b. Entries will be made only to accounts held at Bank or other Participating Depository Financial Institutions as defined in the Rules.

c. All Entries shall be initiated by Company in accordance with this Agreement and in accordance with the Rules.

d. If the amount of a Debit Entry initiated by the Company for processing to an employee's/customer's account, with respect to a particular transaction with an employee/customer, differs from that of the next previous Debit Entry relating to the same authorization, or from the preauthorization amount, the Company shall, at least ten (10) days before such succeeding Entry is scheduled to be debited to the employee's/customer's account, send such customer written notification of the amount of such Entry and date on or after which such Entry is scheduled to be debited to the employee's/customer's account.

If the Company informs an employee/customer of the right to receive such notification, the employee/customer may elect, in writing, to receive notice only when an Entry does not fall within the specified range of amounts, or, alternatively, only when an Entry differs from the most recent Entry by more than an agreed upon amount. A copy shall also be provided to the Bank.

e. Where any employee/customer has authorized Company to initiate Debit Entries and the amount or billing date changes from the next preceding Debit Entry, Company will notify such employee/customer of the change, in writing, at least seven (7) business days before initiating the next Entry, with a copy to the Bank.

f. If Company is scheduled to initiate Credit Entries for processing to an employee's/customer's account maintained at Bank at least once every sixty (60) days, the Company shall provide to the employee/customer written notice that each Entry has been initiated.

g. All Entries shall be received, processed, and transmitted by Bank pursuant to the Rules. Bank's obligation hereunder in connection with the making of Entries shall be those of an Originating Depository Financial Institution ("Originating Bank") under the Rules, unless otherwise specifically provided herein.

8. Settlement by Company for Entries. Company will maintain a checking account ("Settlement Account") at Bank with collected balances sufficient to offset any Entries transmitted and against which any rejected Entries may be credited or debited. Bank will either charge or credit Company's Settlement Account for any Credit or Debit Entry initiated by Company on the Settlement Date. Company will reimburse with good and collected funds in the amount required by Bank if, after settlement has been made by Bank, any Debit Entry is rejected or if any adjustment memorandum that relates to any such Debit Entry is received by Bank. Such reimbursement will be made on the date such rejection or memorandum is received by Bank. Bank reserves the right, in the event Company has insufficient funds to offset Entries submitted by Company, to immediately terminate this Agreement with the further right to seek reimbursement pursuant to the terms of this Agreement, and to exercise any right or remedy Bank may have against Company, at law or in equity.

If transmitting an unbalanced ACH file via File Upload, Company authorizes Bank or Originator to post the offsetting debit to the Settlement Account to balance the file.

In the case of a credit entry subject to Uniform Commercial Code ("UCC") Article 4A, Tompkins hereby provides you with notice of the following;

I. the entry may be transmitted through the ACH;

II. Your rights and obligations concerning the entry shall be governed by and construed in accordance with the laws of the State of New York, unless You and Tompkins have agreed that the laws of another jurisdiction shall govern Your rights and obligations;

III. credit given by the receiving depository financial institution ("RDFI") to the recipient authorizing the transaction ("Receiver") for the entry as provided in UCC Article 4A, subsection 4.4.1 (Availability of Credit Entries to Receivers) is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of UCC Article 4A; and

IV. if the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and You will not be considered to have paid the amount of the credit entry to the Receiver

9. Security Procedures

a. Company and Bank shall comply with the security procedures requirements described in **Exhibit C** attached hereto with respect to Entries transmitted by Company to Bank, Company acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission of content of an Entry. No security procedures for the detection of any such error has been agreed upon between the Bank and Company.

b. Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company 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 Bank in connection with the security procedures described in **Exhibit C**. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Bank immediately

followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

(c) The Company agrees that the Financial Institution may audit the Company, at any time and from time to time, to ensure the effectiveness and compliance with security procedures to safeguard against unauthorized transactions. The Company also agrees that its failure to comply with such procedures, or a lack of effective procedures, may result in the Financial Institution's termination or suspension of this agreement.

10. Compliance With Security Procedures

a. If an entry (or request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Bank the amount of such Entry even though the Entry (or request) was not authorized by Company, provided Bank accepted the Entry in good faith and acted in compliance with the security procedures referred to in **Exhibit C** 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 procedures 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 Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature of Company sending such file to be that of such authorized representative.

b. If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Company, Company shall pay Bank the amount of the Entry, whether or not Bank complied with the security procedures referred to in **Exhibit C** with respect to the Entry and whether or not the Entry was erroneous in any respect of that error would have been detected if Bank complied with such procedures.

c. Erroneous Entry. If the Company discovers that any Entry it has initiated was in error, it may notify the Bank of such error and the Bank will utilize its best efforts on behalf of Company, consistent with the Rules to correct the Entry. In all such cases, it shall be the responsibility of the Company to notify its affected employees/customers that an Entry has been made which is at variance with employee's/customer's authorization or is otherwise erroneous.

11. Recording and Use of Communications. Company and Bank agree that all telephone conversations or data transmissions between them or their agents made in connections with this Agreement may be electronically recorded and retain by either party by use of any reasonable means.

12. Rejection of Entries. Bank may reject any Entry which does not comply with the requirements of Section 7, Submission and Processing of Entries, or Section 9, Security Procedures, or which contains an Effective Entry Date more than 30 days after the business day such Entry is received by Bank. Bank may reject any entry if Company has failed to comply with its account balance obligations under Section 16, The Account. Bank may reject any entry if Company does not adhere to security procedures as described in **Exhibit C**. Bank may reject an Entry if the Bank does not process the SEC code requested by the Company. Bank shall notify Company by phone of such rejection no later than the business day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Company be reason of rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

13. Rejected or Returned Entry. In the event any Entries are rejected or returned by the ACH for any reason whatsoever, it shall be the responsibility of Company to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Rules. Bank's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control and settlement functions, and to forward such Entries to the Company.

Bank shall provide Company 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 Company. Bank must provide such information to Company within two banking days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

14. Cancellation or Amendment by Company. Company shall have no right to cancel or amend any Entry after its receipt by Bank. However, if such request complies with the security procedures described in **Exhibit C** for the

cancellation of Date, Bank shall use reasonable efforts to act on a request by Company 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, but shall have no liability if such cancellation is not effected. Company 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.

15. The Account. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the account(s) of Company identified in **Exhibit A** attached hereto (the "Account"). 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 Bank may debit any account maintained by Company with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement. Upon request of Bank, Company agrees to promptly provide to Bank such information pertaining to Company's financial condition as Bank may reasonably request.

16. Account Reconciliation. Entries transmitted by Bank or credited to a Receiver's account maintained with Bank will be reflected on Company's periodic statement issued by Bank with respect to the Account pursuant to the agreement between Bank and Company. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown any periodic statement. If Company fails to notify Bank of any discrepancy within sixty (60) days of receipt of a periodic statement containing such information, Company agrees the Bank shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Bank.

17. Company Representatives and Agreements; Indemnity. With respect to each and every Entry transmitted by Company, Company represents and warrants to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Company are limited to those type of credit and debit Entries as agreed to by this Agreement, (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders administered by the United States Department of Treasury Office of Foreign Assets Control; laws, regulations, and orders administered by the United States Department of Treasury Financial Crimes Enforcement Network; and any state laws, regulations, and orders applicable to the providers of ACH payment services, and (e) Company shall be bound by and comply with the provisions of the *Rules* (among other provisions of the *Rules*) making payment of an entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver provisional until receipt by the RDFI 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 RDFI 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 Bank again any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations, or agreements.

18. Bank Responsibilities; Liability; Limitations on Liability; Indemnity.

a. In the performance of the services required by this Agreement, Bank 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 of completeness thereof. Bank shall be responsible only for performing the services expressly provided for in this Agreement, and, to the fullest extent authorized by law, shall be liable only for its negligence of willful misconduct in performing those services. Bank shall not be responsible for Company's acts or 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 Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Company agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Company or any other person described in this Section 18(a).

b. Bank shall be liable only for Company's actual damages due to claims arising solely from Bank's obligations to Company with respect to Entries transmitted pursuant to this Agreement; in no event shall Bank be liable for 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 of such damages was known or contemplated by the Bank 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 Bank's acts or omissions pursuant to this Agreement.

c. Without limiting the generality of the foregoing provisions, Bank 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 Bank's control. In addition, Bank shall 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 intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise would violate 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.

d. Subject to the foregoing limitations, Bank'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 Bank of New York for the period involved. At Bank's options, payment of such interest may be made by crediting the Account.

19. 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 Bank to the RDFI may be made by the RDFI (or by Bank 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 the Entry to Bank is not excused in such circumstances.

20. Payment for Services. Company shall pay Bank the charges for the services provided in connection with this Agreement, which fees are posted on Bank's website. All fees and services are subject to change upon thirty (30) calendar day's prior written notice from Bank 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 Bank and Company with respect to the Account (the "Account Agreement").

21. Amendments. From time to time Bank may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cut-off time, any business day, and any part of Exhibits A through C attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Bank's notice to Company.

22. Notices, Instructions, Etc.

a. Except as otherwise expressly provided herein, Bank 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 other person with respect to any matter.

b. Bank 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 **Exhibit A** attached hereto. Company may add or delete any Authorized Representative by written notice to Bank 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 Bank'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, postage prepaid, or by express carrier, and if to Bank, address to:

Tompkins VIST Bank
215 East State St.
Ithaca, NY 14850
Attn: Cash Management

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.

23. Data Retention. Company specifically agrees to be bound by and comply with all applicable provisions of the *Rules* regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records or authorization in accordance with the *Rules.*

24. Records. All Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making such information available to Company shall be paid by Company.

25. 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.

26. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank 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.

27. Termination. Company may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank 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 Bank's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of the Company with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

28. Entire Agreement. This Agreement (including the Exhibits attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between Bank and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and 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 of future statute, regulation or government policy to which Bank is subject, and which governs or affect the transaction contemplated by this Agreement, the this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Bank and Company will constitute a modification of this Agreement, the *Rules*, or the security procedures or constitute an agreement between the Bank and Company, regardless of whatever practices and procedures Bank and Company may use.

29. Non-Assignment. Company may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

30. Nonwaiver. Bank may, at its discretion, elect to forego enforcement of any provision of this Agreement. No course of conduct by the Bank shall be construed as a waiver of Bank's rights to enforce or rely upon this Agreement. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement.

31. 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 Bank or Company hereunder.

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

33. Severability. In the event that any provisions 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.

34. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

Tompkins VIST Bank:	**Company:**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT A

DIRECT DEPOSIT SERVICES COMPANY SPECIFICATION SHEET

Company _____

Address _____

City _____ State _____ Zip _____

Primary Contact _____ Email _____

Telephone Number _____ Tax ID Number _____

Description of purpose for ACH usage:

_____

_____

_____

Estimated maximum number of potential ACH entries _____

Maximum dollar amount of ACH entries (ACH Limit) _____

Settlement Account Number: _____ Charges Account Number: _____

ACH Schedule: Weekly _____ Bi-Weekly _____ Monthly _____ Other _____

Effective Day (if recurring): M T W Th F

Are you processing ACH payments for any other company or entity: _____ (Yes/No)

If Yes, please list: _____

_____

_____

Bank Specifications: Tompkins VIST Bank

Address: 215 East State St.,

City Ithaca State NY Zip 14850

Telephone Number: (607) 274-7686 Fax Number (607) 277-7505

Primary Contact: Paul Quinlan/Patricia Reid

Authorized Signer: _____ Authorized Signer: _____

Printed Name, Title: _____ Printed Name, Title: _____

Date: _____

EXHIBIT B

Tompkins VIST Bank
Holiday Schedule

Bank Holidays

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving

Christmas

The Federal non-processing days

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving

Christmas

EXHIBIT C

ACH TRANSMITTAL/SECURITY PROCEDURES

ACH File Format

All files will be formatted in NACHA format. Balanced files are required.

Personal Computer Transmissions

The Company will transmit files to Tompkins Trust Company, 215 East State St, Ithaca, NY 14850.
Phone: 607-74-7686. Fax: 607-274-7686.

Security Procedures

Bank 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.

Personal Computer File Transmission

The Company's Authorized Representative will have access to the ACH system by utilizing the prearranged logon procedures. The Tompkins Trust Company requires Multi-Factor Authentication, meaning each user originating ACH activity will be required to utilize an assigned Password at the time of file transmission. Company will also be required to send confirmation of file size and dollar amount.

The Company is responsible for ensuring that The Originator receives the transmission on each processing date indicated in the processing schedule. The Company's Authorized Representative will notify Bank if a transmission will not take place on the prearranged schedule processing date.

If the transmitted file(s) suspends due to incorrect company ID or line item the file will not be processed until the Company's Authorized Representative can be contacted. If the file's approved limit is exceeded, Bank approval must be given in order to approve the transmission. Company will be contacted to provide further information concerning this file exception.

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 Bank for the creation, maintenance, and initiation of ACH money transfers.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computer. The Company is responsible for operator security procedures on the one personal computer licensed for use of the program.

Third Party File Transmission

If the Company's payroll processor is a pre-approved vendor, the payroll processor may transmit files direct to Originator. Originator will process the file and generate a report for Bank to review the following day. Bank will verify the files effective date and that it is a balanced file. In the event of an unbalanced file, Bank will contact the Company Representative to resolve the error.

Internet File Transmission through Business On-line Banking

Please refer to Electronic Services Agreement for Business Web Cash Management.

EXHIBIT D

ACH ORIGINATION SERVICES REQUIREMENTS

ACH Origination Services Offered: The following are bank approved ACH Standard Entry Class (SEC) Codes and include "Additional Originator Obligations" for each Standard Entry Class Code:

PPD – Prearranged Payment and Deposit Entry

CCD – Corporate Credit and Debit Entry

ARC – Accounts Receivable Entry

BOC – Back Office Conversion Entry

POP – Point-of-Purchase

RCK – Re-Presented Check Entry

TEL – Telephone-Initiated Entry

WEB – Internet-Initiated Entry

ORIGINATING PPD ENTRIES:

The PPD SEC Code is used for debit or credit entries. *Direct Deposit* (credit) is a credit application that transfers funds into a consumer's account at the Receiving Bank (RDFI). *Direct Payment* is a debit transaction where a consumer authorizes a corporate originator to initiate a debit, either one time or recurring, to his or her account.

Authorization for a Direct Deposit credit entry can be verbal. Authorization for a Direct Payment debit entry is obtained by collecting a written authorization from the Receiver.

When Originating a PPD Credit entry to a consumer account, the Originator must:

- Obtain an authorization from the Receiver that is readily identifiable as an authorization and has clear and readily understandable terms. Authorization for a PPD Credit entry is not required to be in writing.

When originating a PPD Debit entry (direct payment) to a consumer account, an Originator must:

- Provide the Receiver with a written authorization that is readily identifiable as an ACH debit authorization and contains clear and readily understandable terms;
- Obtain the Receiver's agreement to the terms of the authorization via his/her signature; and
- Obtain the Receiver's authorization for a return free entry originated using the PPD SEC Code by either (1) obtaining the Receiver's written authorization, or (2) providing the Receiver with the required notice.

ORIGINATING CCD ENTRIES:

The CCD SEC Code is used for credit or debit entries where funds are transferred between unrelated corporate entities, or transmitted as intra-company cash concentration and disbursement transactions.

Authorization for CCD entries is based on an agreement between the corporate Originator and Receiver, which binds each entity to the ACH rules.

When originating a CCD entry to a non-consumer account, an Originator must:

- Obtain the corporate Receiver's authorization to originate entries to the Receiver's account; and
- Obtain the corporate Receiver's agreement to be bound by the NACHA operating rules.

ORIGINATING ARC ENTRIES:

The ARC Sec Code is used when an Originator is converting an eligible check received via the US mail or delivery service, at a dropbox location, or in person for payment of a bill at a manned location to a single-entry ACH Debit.

Authorization for an ARC entry is obtained through notice provided to the Receiver by the Payee and the Receiver's going forward with the transaction.

When originating an ARC entry, and Originator must:

- Prior to accepting each check, provide the Receiver with a conspicuous notice that has clearly and readily understandable terms;
- Provide a copy of the notice, or language that is substantially similar, to the Receiver at the time of the transaction when the source document for the ARC entry is provided by the Receiver in-person for payment of a bill at a manned location;
- Obtain an eligible source document (i.e., a check) via the US mail, dropbox, delivery service or in person for payment of a bill at a manned location;
- Use a reading device to capture MICR information;
- Retain a copy of the front of the eligible source document (i.e., a check) for 2 years, and provide it to the ODFI (bank) upon request, and;
- Securely store the eligible source document until destroyed.

Originator Warranties:

1. The Originator warrants that only eligible items will be converted into electronic transactions.
   Ineligible items include:
   a. Checks that include an Auxiliary On-us field in the MICR line;
   b. Checks in the amount greater than $25,000;
   c. Third party checks;
   d. Remotely created checks as defined by Regulation CC;
   e. Credit card checks;
   f. Money orders;
   g. Obligations of financial institutions (cashier's checks, official checks, traveler's checks);
   h. Treasury checks, federal, state or local government checks, Federal Reserve or Federal Home Loan Bank checks;
   i. Checks drawn on an investment Third Party Sender;
   j. Checks drawn on home equity lines of credit; and
   k. Checks payable in a medium other than U.S. currency.
2. The Originator warrants that they will only convert items that were received at a lockbox or drop box location.
3. The Originator warrants that it has notified the Receiver, in advance of receiving the source document, in a clear and conspicuous manner, that receipt of the item will authorize an ACH debit to the Receiver's account. This must be done for ***every*** transaction.
4. During initial processing the Originator will not key-enter information that was read off the MICR line. (If there are errors in the MICR line those may be corrected after the first pass.)
5. Each item converted by the Originator must include a preprinted serial number and must be signed by the Receiver.
6. The Originator warrants that the information used to create the ACH debit is accurate and that the item itself will not be presented for payment unless returned by the RDFI.
7. The source documents will be securely stored in a locked, secure location until destruction. Destruction will occur in accordance with the Rules by shredding or other reasonable means to ensure the item cannot be reconstructed.
8. The Originator must retain a reproducible, legible image or copy of the front of the source document for a period of two years from the settlement date of the entry.
9. Upon receipt of a written request, the Originator will produce and send a copy of a source document to the requesting financial institution within 10 banking days.

ORIGINATING BOC ENTRIES:

The BOC SEC Code is used when an Originator converts, during back office processing, an eligible check received at the point of purchase or manned bill payment location to a single entry ACH Debit.

Authorization for a BOC entry is obtained through a notice provided by the Originator at the point of purchase or manned bill payment location and the Receiver's going forward with the transaction.

When originating a BOC entry, an Originator must:

- Provide the Receiver with a conspicuous notice that has clear and readily understandable terms;
- Provide a copy of the notice or substantially similar language to the Receiver at the time of the transaction;
- Obtain an eligible source document (i.e., a check) at the point of the in-person transaction;
- Verify the identity of the Receiver;
- Use a reading device to capture the MICR information;
- Retain a copy of the front of the eligible source document for 2 years, and provide it to the ODFI (Bank) upon request;
- Securely store the eligible source document until destroyed; and
- Maintain a telephone number for customer inquiries.

Originator Warranties:

1. The Originator warrants that only eligible items will be converted into electronic transactions.
   Ineligible items include:
   a. Checks that include an Auxiliary On-Us field in the MICR line;
   b. Checks that have not been encoded in magnetic ink;
   c. Checks in the amount greater than $25,000;
   d. Third party checks;
   e. Remotely created checks, as defined by Regulation CC;
   f. Credit card checks;
   g. Money orders;
   h. Obligations of financial institutions (cashier's checks, official checks, traveler's checks);
   i. Treasury checks, federal, state or local government checks, Federal Reserve or Federal Home Loan Bank checks;
   j. Checks drawn on an investment Third Party Sender;
   k. Checks drawn on home equity lines of credit;
   l. Checks payable in a medium other than U.S. currency.
2. The Originator warrants that they will only convert items that were received at the point of purchase and then converted in the back office.
3. The Originator warrants that it has notified the Receiver, in advance of receiving the Receiver's source document, in a clear and conspicuous manner, that receipt of the item will authorize an ACH debit to the Receiver's account. This must be done for ***every*** transaction.
4. The Originator must establish and maintain a working customer service telephone number that is answered during normal business hours. This number must be displayed on the notice.
5. During initial processing, the Originator must use a reading device to capture the information off the MICR line. (If there are errors in the MICR line, those may be corrected after the first pass.)
6. Each item converted by the Originator must include a preprinted serial number and must be signed by the Receiver.
7. The Originator warrants that the information used to create the ACH debit is accurate and that the item itself will not be presented for payment unless returned by the RDFI.
8. The source documents will be securely stored in a locked, secure location until destruction. Destruction will occur in accordance with the Rules by shredding or other reasonable means to ensure the Item cannot be reconstructed.

9. The Originator must retain a reproducible, legible image or copy of the front of the source document for a period of two years from the settlement date of the entry.
10. Upon receipt of a written request, the Originator will produce and send a copy of a source document to the requesting financial institution within 10 banking days.
11. The Originator must employ a commercially reasonable process to verify the identity of the Receiver.

ORIGINATING POP ENTRIES:

The POP is a single-entry debit application based on a written authorization from the Receiver and notice provided by the Originator at the point of purchase or manned bill payment location.

Authorization for POP entries is based on the notice to the customer and the signed authorization, and the customer going forward with the transaction. The source document (i.e., check), which is voided by the merchant and returned to the Receiver at the point of purchase, is used to collect the Receiver's routing number, account number, and check serial number to generate the debit entry to the Receiver's account.

When originating a POP entry, an Originator must:

- Provide the Receiver with a conspicuous notice that has clear and readily understandable terms;
- Obtain an eligible source document at the point of the in-person transaction;
- Use a reading device to capture MICR information;
- Void the eligible source document and return it to the Receiver;
- Obtain a written, signed authorization; and
- Provide a copy of the notice at the time of the transaction.

Originator Warranties:

1. The Originator warrants that only eligible items will be converted into electronic transactions.
   Ineligible items include:
   a. Checks that include an Auxiliary On-Us field in the MICR line;
   b. Checks that have not been encoded in magnetic ink;
   c. Checks in the amount greater than $25,000;
   d. Third party checks;
   e. Remotely created checks, as defined by Regulation CC;
   f. Credit card checks;
   g. Money orders;
   h. Obligations of financial institutions (cashier's checks, official checks, traveler's checks);
   i. Treasury checks, federal, state or local government checks, Federal Reserve or Federal Home Loan Bank checks;
   j. Checks drawn on an investment Third Party Sender;
   k. Checks drawn on home equity lines of credit;
   l. Checks payable in a medium other than U.S. currency.
2. The source document provided to the Originator for use in obtaining the Receiver's routing number, account number, and check serial number for the initiation of the entry is (1) returned voided to the Receiver, and (2) has not been provided by the Receiver for use in any prior transaction.
3. An Originator of POP entries must provide each Receiver with a receipt that contains the required information with respect to each POP entry initiated to the Receiver's account. That information must include:
   a. Merchant's name (Originator name)
   b. Originator phone number
   c. Date of the transaction
   d. Source document serial number
   e. Merchant number (an identifier so the merchant can determine where the transaction transpired)
   f. Terminal City
   g. Terminal
   h. State

4. Prior to the receipt of each source document, the Originator warrants that it has notified the Receiver, in a clear and conspicuous manner, that receipt of the item may authorize an ACH debit to the Receiver's account. This must be done for ***every*** transaction.
5. The Originator must be able to produce a copy of a signed authorization for any entry generated as a POP entry for two years after the date of the transaction. (Usually on the sales receipt).

ORIGINATING RCK ENTRIES:

The RCK SEC Code is used when an Originator creates a single entry debit transaction to re-present a check that has been processed through the check collection system and returned because of insufficient or uncollected funds.

Authorization for an RCK entry requires written notice to the Receiver prior to receipt of each source document (i.e., check) that any check returned for insufficient or uncollected funds may be re-presented electronically via ACH.

When originating a RCK entry to a consumer account, an Originator must:

- Agree with its ODFI (Originating Bank) that any restrictive endorsement made by the Originator or its agent on the item to which the RCK entry relates is void or ineffective upon initiation of the RCK entry;
- Provide the Receiver with a conspicuous notice that has clear and readily understandable terms;
- Use an eligible item;
- Retain a copy of the front and back of the eligible item for 7 years, and provide it to the ODFI upon request. If the item has been paid, the copy provided to the ODFI must be so marked;
- Not reinitiate an RCK entry more than one time within 180 days of the settlement date of the original entry, provided that the terms item to which the RCK relates has been presented no more than one time through the check collection system, and one time as an RCK entry.

Originator Warranties:

1. The Originator warrants that they will only originate an RCK item if the following conditions are met:
    a. The item is a consumer check under $2,500
    b. It was returned as NSF or uncollected funds
    c. The Originator has Good Title -- ODFI is entitled to or is authorized to obtain payment for the returned item
    d. The signature is genuine -- all signatures on the returned item are authentic and authorized
    e. The check has not been altered
    f. There are no defenses -- there are no claims against the ODFI for the item.
    g. There is no knowledge of insolvency
    h. The RCK entry is accurate -- item is drawn on RDFI; amount, item number, and account number match information on item
    i. The item itself will not be presented; the item to which the RCK entry relates will not be presented to the RDFI for payment
    j. Encoding of the item is correct -- the information encoded after issue in magnetic ink on the item is correct
    k. Restrictive endorsements are void -- any restrictive endorsement made by the Originator or its agent on the item is void or ineffective upon initiation of the RCK entry
    l. A copy of the item may be requested -- RDFI may request a copy of the front and back of the item within 7 years. ODFI warrants that the Originator is maintaining copy of front and back and that it can be provided within 10 days.
    m. The Entry information is accurate.
2. The Originator must provide the consumer with a notice that clearly and conspicuously states the terms of the represented check entry policy in advance of receiving the item to which the RCK entry relates.
3. The RCK entry is processed for the face value of the returned item (any return item fee collected must be authorized and processed separately).

ORIGINATING TEL ENTRIES:

The TEL SEC Code is used to originate a debit entry to a consumer's account based on an oral authorization obtained from the consumer via the telephone. This type of transaction may only be originated when (1) there is an existing relationship between the Originator and the Receiver, or (2) where no relationship exists between the Originator and the Receiver, but the Receiver has initiated the telephone call.

Authorization for a TEL entry is obtained orally via the telephone, where the Originator must clearly state that the Receiver is authorizing an ACH debit to the Receiver's account, and the Receiver must explicitly consent.

When originating a TEL entry to a consumer account, an Originator must:

- Obtain oral authorization from the Receiver via the telephone. The authorization must be readily identifiable as an authorization and must have clear and readily understandable terms;
- Provide the required minimum information as part of the authorization;
- For Single-Entry TEL entries, make an audio recording of the oral authorization, *or* provide the Receiver with written confirmation of the oral authorization prior to the settlement date of the entry. The Originator must also retain a reproducible copy of the recording or written confirmation for 2 years from the date of the authorization;

- For recurring TEL entries, make an audio recording of the oral authorization and provide the Receiver with written confirmation of the oral authorization prior to the settlement date of the first entry. The Originator must also retain for 2 years from termination or revocation of the authorization (1) the original or a duplicate audio recording of the oral authorization and (2) evidence that a copy of the authorization was provided to the Receiver;

- Verify the identity of the Receiver; and

- Verify that the routing number is valid.

Originator Warranties:

1. Originator has employed commercially reasonable procedures to verify the identity of the Receiver.
2. Originator has utilized commercially reasonable procedures to verify that routing numbers are valid.
3. The Originator warrants that the receiving consumer has orally authorized a single or recurring transaction. The authorization must be readily identifiable as an authorization and must clearly state its terms. A TEL entry may only be used when there is an Existing Relationship between the Originator and the Receiver, or, when there is not an Existing Relationship between the Orignator and the Receiver, when the Receiver initiates the telephone call.

   The following minimum information must be included as part of the single entry authorization:
   - The date on or after which the debit will occur
   - The amount of the entry
   - The consumer's name
   - The account to be debited
   - A phone number for inquiries that is answered during normal business hours
   - The date of the oral authorization
   - A statement by the Originator that the authorization was obtained from the consumer for a single-entry ACH debit

   The following minimum information must be included as part of an authorization for recurring entries:
   - The timing (including the start date), number and/or frequency the debits will occur
   - The amount of the recurring entry
   - The consumers name
   - The account to be debited
   - A phone number for inquiries that is answered during normal business hours
   - The date of the oral authorization

4. For single entry TEL entries, the Originator warrants that the authorization is either tape recorded, or a notice is sent to the consumer prior to the settlement date of the debit. For recurring TEL entries, the authorization must be recorded and a copy of the authorization must be sent to the consumer.

ORIGINATING WEB ENTRIES:

The WEB SEC Code is used for internet initiated/Mobile entries. These debit or credit entries are transmitted to a consumer Receiver's account. WEB entries can be either single or recurring.

Debit WEB Entries – Debit WEB Entries are used by non-consumer Originators to debit a consumer based on an authorization that is communicated, other than by an oral communication, from the Receiver to the Originator via the Internet or wireless network.

Credit WEB Entries – Credit WEB Entries, also known as Person to Person (P2P) transactions, are used when payments are exchanged between consumers.

Authorization for a WEB entry is obtained via a written authorization from the Receiver (1) via the internet or a wireless network; or (2) in any manner permissible under the Rules, if the Receiver's instruction for the initiation of a debit entry is designed by the Originator to be communicated, other than by an oral communication, via a wireless network.

When originating a debit WEB entry to a consumer account, an Originator must:

- Obtain written authorization from the Receiver (1) via the internet or a wireless network; or (2) in any manner permissible under the Rules, if the Receiver's instruction for the initiation of a debit entry is designed by the Originator to be communicated, other than by an oral communication, via a wireless network;
- Use a fraudulent transaction detection system to screen each debit WEB entry;
- Verify the Receiver's identity;
- Verify that the routing number is valid; and
- Conduct annually an audit of data security practices for Receiver's financial information.

Originator Warranties:

1. The Originator must employ a commercially reasonable method of authentication to verify the identity of the consumer.
2. The Originator will employ a commercially reasonable fraudulent transaction detection system to screen each entry.
3. The Originator will use commercially reasonable procedures to verify that routing numbers are valid.
4. The Originator will conduct an audit annually, and share this audit with the financial institution, to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of:
    a) Physical security to protect against theft, tampering, or damage;
    b) Personnel and access controls to protect against unauthorized access and use; and
    Network security to ensure secure capture and storage and distribution.