

## AUTOMATED CLEARING HOUSE CREDIT AND DEBIT ENTRY AGREEMENT

To induce Alden State Bank, a New York bank having its chief executive office at 13216 Broadway, Alden, New York 14004, (the "Bank") to provide automated clearing house credit and debit entry services to the undersigned (the "Company"), and for other valuable consideration, the receipt of which is acknowledged, the Company agrees with the Bank as follows:

**1. Definitions.** In this Agreement, (a) the term "Rules" means collectively (i) the Operating Rules of the National Automated Clearing House Association and (ii) the Operating Rules of the New York Automated Clearing House Association, (b) the term "Entry" (i) has the meaning given it for purposes of the Rules and (ii) also means any information received by the Bank for use in preparing any order or request that would constitute an "Entry" for purposes of the Rules, (c) "On Us Entry" means (i) any order or request relating to an account maintained at the Bank that would constitute an "Entry" for purposes of the Rules if it related to an account maintained at another financial institution and were transmitted to such other financial institution by the Bank pursuant to the Rules and (ii) any information received by the Bank for use in preparing any such order or request, (d) other than Entry, each capitalized term not defined in this Agreement but given a meaning for purposes of the Rules has such meaning not only with respect to any Entry but also with respect to any On Us Entry, (e) "Request" means any order or request, whether or not constituting an Entry or On Us Entry, seeking (i) the adjustment, amendment, cancellation, correction, recall, return or reversal of any Entry, On Us Entry or File or (ii) the stopping of payment or posting of any Entry or On Us Entry, (f) "Security Procedure" means any security procedure established by the Bank to verify that any Entry, On Us Entry, File or Request purportedly from the Company is from the Company, whether such security procedure is (i) set forth in Schedule A attached to and made a part of this Agreement, (ii) set forth in any applicable operating procedure for automated clearing house transactions established by the Bank and communicated to the Company by the Bank or (iii) otherwise communicated to the Company by the Bank, (g) "Deposit Account" means deposit account maintained at the Bank by the Company and identified in Schedule E attached to and made a part of this Agreement, and (h) "Person" means (i) any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated association, government or political subdivision, (ii) any court, agency or other governmental body or (iii) any other entity, body organization or group.

**2. Obligations of Company.** The Company shall:

- a. Insofar as the Rules apply to an Originator, be bound by and comply with the Rules as though the Rules applied to On Us Entries as well as Entries;
- b. Be bound by any Request from the Company honored by the Bank, whether or not the Bank was obligated to honor such Request;
- c. (i) Comply with each Security Procedure, (ii) keep confidential all information relating to any Security Procedure, (iii) not reveal any such information to any Person not authorized to act on behalf of the Company in transmitting any Entry, On Us Entry, File or Request and (iv) notify the Bank of any unauthorized disclosure or use of any such information;
- d. Whether or not the Bank complies with any applicable Security Procedure, treat as effective, and pay to the Bank, as required by Schedule D attached to and made a part of this Agreement, the amount of (i) any Credit Entry authorized or transmitted to the Bank by the Company and transmitted by the Bank, whether or not such Credit Entry was erroneous in any respect and whether or not any such error would have been

detected had the Bank complied with such Security Procedure, (including, but not limited to, any such Credit Entry that identifies the intended Receiver with respect thereto correctly by name but incorrectly by account number and, on the basis of such account number, is credited to an account other than that intended by the Company to be credited), (ii) any On Us Entry authorized or transmitted to the Bank by the Company and credited by the Bank to an account at the Bank, whether or not such On Us Entry was erroneous in any respect and whether or not any such error would have been detected had the Bank complied with such Security Procedure, (including, but not limited to, any such On Us Entry that identifies the intended Receiver with respect thereto correctly by name but incorrectly by account number and, on the basis of such account number, is credited to an account other than that intended by the Company to be credited), (iii) any Debit Entry authorized or transmitted to the Bank by the Company, transmitted by the Bank and accepted by the Bank upon the return thereof, whether or not such Debit Entry was erroneous in any respect and whether or not any such error would have been detected had the Bank complied with such Security Procedure and (iv) any On Us Entry authorized or transmitted to the Bank by the Company, debited by the Bank to an account at the Bank and thereafter credited by the Bank to such account, whether or not such On Us Entry was erroneous in any respect and whether or not any such error would have been detected had the Bank complied with such Security Procedure;

e. If the Bank complies with any applicable Security Procedure, treat as effective, and pay to the Bank, as required by Schedule D attached to and made a part of this Agreement, the amount of (i) any Credit Entry purportedly from the Company and transmitted by the Bank, whether or not the Company authorized or transmitted to the Bank such Credit Entry, and (ii) any On Us Entry purportedly from the Company and credited by the Bank to an account at the Bank, whether or not the Company authorized or transmitted to the Bank such On Us Entry;

f. Pay to the Bank, as required by Schedule D attached to and made a part of this Agreement, each fee imposed by the Bank in connection with any Entry, On Us Entry, File or Request purportedly from the Company, whether or not (i) set forth in Schedule B attached to and made a part of this Agreement, (ii) set forth in any applicable operating procedure for automated clearing house transactions established by the Bank and communicated to the Company by the Bank or (iii) otherwise communicated to the Company by the Bank;

g. Maintain in the Deposit Account, as required by such Schedule D, funds sufficient to pay any other amount payable to the Bank by the Company pursuant to this Agreement;

h. (i) Retain, as required by Schedule D attached to and made a part of this Agreement, information adequate to permit the remaking of any Entry or On Us Entry transmitted to the Bank by the Company and (ii) provide such information to the Bank upon the request of the Bank;

i. Indemnify the Bank and each officer, employee and other agent of the Bank on demand against each liability, cost and expense (including, but not limited to, if the Bank or such officer, employee or other agent retains counsel for advice, litigation or any other purpose, reasonable attorneys' fees and disbursements) imposed on, incurred by or asserted against the Bank or such officer, employee or other agent as a direct or indirect result of, as determined by the Bank in the sole discretion of the Bank, (i) with respect to any Entry, On Us Entry, File or Request, any information transmitted or not transmitted to the Bank by the Company, any knowledge possessed or not possessed by the Company, any action taken or not taken by the Company or any other matter relating to the Company, (ii) the honoring by the Bank of any Request, (iii) the failure of the Company to perform any obligation of the Company pursuant to this Agreement or (iv) any representation or warranty made or deemed to be made to the Bank by the Company pursuant to this Agreement being at any time alleged to have been false or misleading in any respect;

j. Not use the services of any third party processor in connection with the processing or transmission to the Bank of any Entry, On Us Entry, File or Request unless there is in full force and effect a written agreement among the Bank, the Company and such third party processor as to the obligations of such third party processor; and

k. Upon the termination of this Agreement by the Bank or the Company, return to the Bank any originations software and all manuals and written materials supplied by the Bank for use with such software.

### **3. Limitations on Responsibilities of Bank.**

a. The Bank shall not be obligated to, and shall not incur any liability to the Company for failing to:

i. Accept for processing or process any Entry, On Us Entry, File or Request from the Company if such Entry, On Us Entry, File or Request (A) does not meet with each applicable specification as to content, manner, format, place or timing of submission thereof to the Bank by the Company set forth in (I) Schedule D attached to and made a part of this Agreement, (II) any applicable operating procedure for automated clearing house transactions established by the Bank and communicated to the Company by the Bank, (III) any applicable provision of the Rules or (IV) applicable law or (B) is incomplete in any respect; or

ii. Except as required by (A) Schedule D attached to and made a part of this Agreement, (B) any applicable operating procedure for automated clearing house transactions established by the Bank and communicated to the Company by the Bank, (C) any applicable provision of the Rules or (D) applicable law:

I. Notify the Company of the failure of the Bank to accept for processing or to process, or the rejection by the Bank of, any Entry, On Us Entry, File or Request;

II. Transmit or settle for any Entry or retransmit any Entry that has been returned;

III. Credit or debit the amount of any On Us Entry to the appropriate account of the Receiver with respect to such On Us Entry;

IV. Honor any Request after the receipt by the Bank of the Entry, On Us Entry, File or Request to which such Request relates;

V. Notify the Company of the return of any Entry or On Us Entry;

VI. Notify the Company of any notification of change received by the Bank from any Person other than the Company with respect to any Entry or On Us Entry transmitted to the Bank by the Company;

VII. Credit to the Deposit Account the amount of any Entry or On Us Entry that was previously debited thereto and is returned; or

VIII. Act or rely on any notice, instruction or other communication from, or provide any notice to, the Company or any other Person with respect to any matter.

b. The Bank may, but shall not be obligated to, and shall not incur any liability to the Company for failing to:

- i. Reject any Entry, On Us Entry, File or Request from the Company that the Bank has accepted for processing if the Bank would not have been required to accept such Entry, On Us Entry, File or Request for processing;
  - ii. Debit to the Deposit Account or any other deposit account now or hereafter maintained at the Bank by the Company, whether open in the name of the Company alone or otherwise, any amount due to the Bank by the Company pursuant to this Agreement;
  - iii. (A) Establish any Security Procedure, (B) monitor such Security Procedure and (C) report any possible breach of such Security Procedure to the Company;
  - iv. Verify that any Entry, On Us Entry, File or Request purportedly from the Company is from the Company; or
  - v. Notwithstanding any Security Procedure, treat as effective, and act or rely on, any written notice, instruction or other communication believed by the Bank in good faith to be genuine and to have been signed by an authorized representative of the Company if the Bank compares the signature purported to be the signature of such authorized representative on such written notice, instruction or other communication to any signature of such authorized representative appearing on Schedule E attached to and made a part of this Agreement or certified to the Bank to the satisfaction of the Bank other than by such authorized representative and, based on such comparison, believes the signature of such authorized representative on such written notice, instruction or other communication to be genuine.
- c. In taking or not taking any action with respect to any Entry, On Us Entry, File or Request, neither the Company nor any other Person other than the Bank (including, but not limited to, any Federal Reserve Bank, Automated Clearing House Operator, Participating Depository Financial Institution, Receiver or entity providing transmission, communication or computer services) shall be deemed to be an agent of the Bank, and the Bank shall not be liable for the taking or not taking of any such action by the Company or such other Person.
- d. The Bank shall not be liable for any loss incurred by the Company as a direct or indirect result of any action taken by the Bank with respect to any Entry or On Us Entry that is reflected on any statement issued to the Company by the Bank with respect to the Deposit Account or any other deposit account now or hereafter maintained at the Bank by the Company, whether open in the name of the Company alone or otherwise, unless the Bank receives from the Company a written notice of error by the Bank with respect to such Entry or On Us Entry no later than the lesser of (i) 30 days after the date of the first such statement on which such Entry or On Us Entry is reflected or (ii) the end of any shorter period for such receipt of such notice provided in any agreement between the Bank and the Company other than this Agreement.
- e. If (i) any event or condition that is beyond the control of the Bank and that the Bank is unable to prevent by the exercise of reasonable diligence (including, but not limited to, any flood or other natural catastrophe, fire, riot, war, embargo, failure of equipment, interruption of transmission, communication or computer services, suspension of payments by any other Participating Depositing Financial Institution or any Automated Clearing House Operator or act of any court, agency or other governmental body) prevents the Bank from performing or delays the performance by the Bank of any obligation of the Bank with respect to any Entry, On Us Entry, File or Request, (ii) such performance of such obligation would directly or indirectly result in the violation by the Bank of applicable law or any guideline or program of any court, agency or other governmental body or (iii) such failure or delay would be excused by any applicable provision of the Rules, the Bank shall not have any liability as a direct or indirect result of such failure or delay.

**4. Representations and Warranties with Respect to Entries, On Us Entries, File and Requests.** By transmitting to the Bank any Entry, On Us Entry, File or Request, the Company shall be deemed to represent and warrant to the Bank as follows:

a. Such Entry, On Us Entry, File or Request conforms to each applicable requirement set forth in (i) Schedule D attached to and made a part of this Agreement, (ii) any applicable operating procedure for automated clearing house transactions established by the Bank and communicated to the Company by the Bank, (iii) any applicable provision of the Rules or (iv) applicable law;

b. Such Entry, On Us Entry, File or Request conforms to each applicable requirement of the laws of the United States, including, but not limited to, regulations issued and administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and the Company is not, and will not in the future be, acting on behalf of, or transmitting funds to or from, any party subject to OFAC sanctions.

c. At the time the Bank transmits such Entry, On Us Entry, File or request, each representation and warranty deemed made by the Bank pursuant to the Rules with respect to such Entry, On Us Entry, File or Request shall be true and correct insofar as such representation and warranty relates to the Company, any information transmitted or not transmitted to the Bank by the Company, any knowledge possessed or not possessed by the Company, any action taken or not taken by the Company, any authorization for such Entry, On Us Entry, File or Request or any other matter relating to the Company; and

d. At any time the Bank transmits, or credits or debits any account at the Bank for, such Entry, On Us Entry, File or Request, the Company will have performed each applicable obligation of the Originator of such Entry, On Us Entry, File or Request pursuant to (i) Schedule D attached to and made a part of this Agreement, (ii) any applicable operating procedure for automated clearing house transactions established by the Bank and communicated to the Company by the Bank, (iii) any applicable provision of the Rules or (iv) applicable law.

For purposes of any representation or warranty deemed made to the Bank by the Company pursuant to this Section 4, the Rules shall be deemed to apply to On Us Entries as well as Entries.

**5. Other Representations and Warranties.** The Company represents and warrants to the Bank that the execution, delivery to the Bank and performance of this Agreement by the Company (a) do not and will not violate applicable law, any judgment or order of any court, agency or other governmental body by which the Company is bound or any certificate or articles of incorporation, by-laws, partnership agreement or other charter, organizational or other governing document of the Company, (b) do not and will not violate or constitute any default under any agreement or instrument by which the Company is bound, (c) are in furtherance of the purposes and within the power and authority of the Company and (d) do not and will not require any authorization of, notice to or other act by or relating to any Person (including, but not limited to, any shareholder, board of directors or member of the Company) that has not been duly obtained, given or done and is not in full force and effect.

**6. Modification and Termination.**

a. This Agreement or any operating procedure for automated clearing house transactions established by the Bank and communicated to the Company by the Bank may be modified or terminated by the Bank at any time by a notice by the Bank to the Company of such modification or termination. Such modification or termination shall become effective immediately upon the giving of such notice by the Bank unless such notice specifies a later time for its becoming effective.



b. This Agreement may be terminated by the Company at any time, but such termination shall not become effective until (i) a written notice thereof is received by an officer of the Bank at the chief executive office of the Bank and (ii) a reasonable period of time for the Bank to act upon such notice has expired.

c. No modification of this Agreement by the Bank or termination of this Agreement by the Bank or the Company shall impair or otherwise adversely affect any obligation of the Company pursuant to this Agreement or any right or remedy of the Bank pursuant to this Agreement or arising as a direct or indirect result of this Agreement, whether such obligation, right or remedy has theretofore arisen or thereafter arises and whether or not such obligation, right or remedy relates to any Entry, On Us Entry, File or Request theretofore or thereafter transmitted to the Bank by the Company.

## **7. Notices.**

a. Except as provided otherwise in any Security Procedure, each notice and other communication by the Bank to the Company relating to this Agreement (i) may be given orally or in writing, (ii) if given by facsimile, may be directed to the Company at the last telephone number for receipt of facsimiles by the Company shown in the records of the Bank relating to this Agreement, (iii) if given otherwise than in writing, may be directed to the Company at the last address of the Company shown in such records (iv) if sent by mail or overnight courier service, shall be deemed to have been given when deposited in the mail, first-class or certified postage prepaid, or accepted by any post office or overnight courier service for delivery and to have been received by the Company upon the earlier of (A) the actual receipt thereof or (B) three days after being so deposited or accepted.

b. Except as provided otherwise in any Security Procedure, each notice and other communication by the Company to the Bank (i) shall be in writing and (ii) shall be deemed to have been given only when actually received by an officer of the Bank at the chief executive office of the Bank.

## **8. Additional Provisions.**

a. Any interest for which the Bank is liable as a direct or indirect result of any action taken or not taken by the Bank with respect to any Entry or On Us Entry 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 for which the Bank is liable for such interest.

b. The Bank may, but shall not be obligated to, set off against each obligation of the Company pursuant to this Agreement each obligation of the Bank in any capacity to, in any capacity and whether alone or otherwise, the Company, whether or not then due and whether pursuant to any deposit account or otherwise. Such setoff shall become effective at the time and Bank opts therefor even though evidence thereof is not entered in the records of the Bank until later.

c. This Agreement shall be binding upon the Company and each successor and assignee of the Company and shall inure to the benefit of and be enforceable by the Bank and each successor and assignee of the Bank.

d. This Agreement contains the entire agreement between the Bank and the Company with respect to the subject matter of this Agreement and supersedes each action heretofore taken or not taken, each course of conduct heretofore pursued, accepted or acquiesced in, and each oral or written agreement and representation heretofore made, by or on behalf of the Bank with respect thereto. No action heretofore or hereafter taken or not taken, no course of conduct heretofore or hereafter pursued, accepted or acquiesced in, no oral or written agreement or representation heretofore made, and no oral agreement or representation

hereafter made by or on behalf of the Bank shall modify or terminate this Agreement, impair or otherwise adversely affect any obligation of the Company pursuant to this Agreement or arising as a direct or indirect result of this Agreement or operate as a waiver of any such right or remedy. No modification of this Agreement or waiver of any such right or remedy shall be effective unless made in writing duly executed by the Bank and specifically referring to such modification or waiver.

e. All rights and remedies of the Bank pursuant to this Agreement or arising as a direct or indirect result of this Agreement shall be cumulative, and no such right or remedy shall be exclusive of any other such right or remedy.

f. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

g. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the internal law of the State of New York, without regard to principles of conflict of laws.

h. In this Agreement, headings of sections are for convenience of reference only and have no substantive effect.

**9. Acknowledgement.** Customer acknowledges that the use of a token is commercially reasonable for purposes of applicable law, that any security procedure or error detection procedure established by the Bank or on its behalf will be commercially reasonable for purposes of applicable law and that any security procedure is solely for the purpose of verifying that any instruction to the Bank is actually being given by the Customer or on the Customer's behalf and is not for the purpose of detecting any error in the content, communication or transmission of the instruction to the Bank (for example, any error in any amount or any name or account or other identifying numbers of an account or financial institution or other party).

10. WAIVER OF TRIAL BY JURY AND CLAIMS TO CERTAIN DAMAGES. THE COMPANY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES EACH RIGHT THE COMPANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO, AND EACH RIGHT TO ASSERT ANY CLAIM FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN ADDITION TO ACTUAL DAMAGES IN, ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER BASED ON ANY CONTRACT OR NEGLIGENT, INTENTIONAL OR OTHER TORT OR OTHERWISE, IN CONNECTION WITH (A) THIS AGREEMENT, ANY ENTRY, ON US ENTRY, FILE OR REQUEST TRANSMITTED TO THE BANK BY THE COMPANY OR (B) ANY ACTION HERETOFORE OR HEREAFTER TAKEN OR NOT TAKEN, ANY COURSE OF CONDUCT HERETOFORE OR HEREAFTER PURSUED, ACCEPTED OR ACQUIESCED IN, OR ANY ORAL OR WRITTEN AGREEMENT OR REPRESENTATION HERETOFORE OR HEREAFTER MADE, BY OR ON BEHALF OF THE BANK IN CONNECTION WITH THIS AGREEMENT OR ANY SUCH ENTRY, ON US ENTRY, FILE OR REQUEST.

#### NOTICE REGARDING CREDIT ENTRIES SUBJECT TO ARTICLE 4A

Credit Entries transmitted to the Bank by the Company and subject Article 4A may be transmitted through an automated clearing house. The rights and obligations of the Company with respect to any such Credit Entry shall be governed by and construed, interpreted and enforced in accordance with the internal law of the State of New York, without regard to principles of conflict of laws. Any credit for any such Credit Entry given to the Receiver with respect thereto shall be provisional until such Receiving Depository



Financial Institution has received final settlement with respect thereto through a Federal Reserve Bank or otherwise has received payment with respect thereto as provided for in Section 4A-403(a) of Article 4A. If such Receiving Depository Financial Institution does not receive such final settlement or other payment, such Receiving Depository Financial Institution shall be entitled to a refund from such Receiver of the amount of such credit, and the Company shall not be considered to have paid such amount to such Receiver.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Financial Institution

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## **SCHEDULE A - Security Procedures**

**All files will be formatted in a National Automated Clearing House Association (NACHA) or other preapproved format. Transmission specifications will be established by Alden State Bank.**

### **Personal Computer Transmissions**

The Company will transmit files to the Alden State Bank, 13216 Broadway, Alden, NY 14004, (716-937-3381).

### **Security Procedures**

Alden State 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 log on procedures. Each of the Company's Authorized Representatives will be provided with a bank security token to be used during the log on process. Access to the ACH Manager system will not be allowed without use of a token. The Company will notify Alden State Bank of any token issues or replacement requests.

The Company will notify Alden State Bank of new or terminated Authorized Representatives for the Company.

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 Alden State 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 strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions, network infections, and breaches of protected information (i.e. non-public consumer data). The Company warrants that such measures will include, but not be limited to, security technology (e.g. secure web-servers) that provides commercially reasonable encryption technology for the entry and transmission of entries over the internet, and network security to safeguard account information and access from unauthorized parties. Companies initiating any protected information via an unsecured electronic network, must have (1) encrypted the information using commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology, or (2) transmitted or received the information via a secure session utilizing a commercially reasonable security technology that provides a level of security that, at a minimum, is equivalent to 128-bit RC4 encryption technology.

Additionally, 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 security procedures and any passwords, codes, security devices and related instructions provided by Alden State Bank in connection with the security procedures detailed in this attachment. If the Company suspects that any such information or instructions are accessed by unauthorized persons, the Company will notify Alden State Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Alden State Bank prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.



## SCHEDULE B – Fee Schedule

### BUSINESS ONLINE ACH Fee Schedule

<b>Service Description</b>	<b>Standard Charge</b>
Business Online	Free
Business Online with ACH Origination	\$15/month
ACH Per Item	\$0.10/item
Return Item Fee	\$4.00

Account number to be debited for the above fees \_\_\_\_\_

By: \_\_\_\_\_  
Company's Authorized Signature and Title

Date: \_\_\_\_\_

## SCHEDULE C – Processing Schedule

<b>Transmission Deadline</b>	<b>Target Distribution</b>	<b>Settlement Schedule</b>
<b>10:30 a.m. ET (1030 ET)</b>	Noon ET (1200 ET)	8:30 a.m. ET (0830 ET) – future business day
<b>2:45 p.m. ET (1445 ET)</b>	4:00 p.m. ET (1600 ET)	8:30 a.m. ET (0830 ET) – future business day
<b>4:45 p.m. ET (1645 ET)</b>	5:30 p.m. ET (1730 ET)	8:30 a.m. ET (0830 ET) – future business day
<b>8:00 p.m. ET (2000 ET)</b>	10:00 p.m. ET (2200 ET)	8:30 a.m. ET (0830 ET) – future business day
<b>2:15 a.m. ET (0215 ET)</b>	6:00 a.m. ET (0600 ET)	8:30 a.m. ET (0830 ET) – future business day

When the Company submits an Entry more than one business day in advance, the Company will maintain in the account as of 12:00 PM EST on the business day prior to the applicable effective date, immediately available funds sufficient to cover all Entries initiated by it. If the Company is submitting an entry the business day prior to, or the same day as, the effective settlement date immediately available funds must be available at the time of submission.

## **SCHEDULE D - Requirements with Respect to Entries, On Us Entries, Files and Requests**

- 1. Format and Content.** Each Entry, On Us Entry, File and Request must be formatted in accordance with, and contain the information required by, the requirements of the Operating Rules of the National Automated Clearing House Association.
- 2. Transmission Specifications.** Each Entry, On Us Entry, File and Request shall be transmitted by the Company to the Bank's Main Office, 13216 Broadway, Alden, New York by personal computer. The following are the contact phone number and transmission phone number to be utilized by the Company and the personnel at the Bank to be contacted regarding transmissions by the Company:  
  
Contact phone number: (716) 937-3381  
Transmission phone number: (716) 937-6209  
Contact personnel: Christopher Gust  
Alternate contact personnel: Bob Engelhart  
Email address: support@aldenstate.com
- 3. Prenotification.** The Company shall transmit to the Bank a Prenotification with respect to each Entry and On Us Entry to be transmitted by the Company. A Prenotification must be transmitted at least ten but no more than fifteen (15) Banking Days of the Bank prior to the Entry or On Us Entry to which it related. The transmission of a Prenotification must be scheduled by contacting one of the contact personnel identified above.
- 4. Deposit Account.** The Company shall deposit in the Deposit Account having the account number indicated in Schedule E attached to and made a part of this Agreement, in immediately available funds, (a) the amount of each Credit Entry authorized or transmitted to the Bank by the Company at least 3 Banking Days of the Bank prior to the effective date of each such Credit Entry and (b) the amount of each On Us Entry. The Bank may debit the Deposit Account for (a) the amount of any Credit Entry transmitted by it, (b) the amount of any On Us Entry credited by it to an account maintained at the Bank and (c) the amount of any fee due and owing to the Bank. The Bank will credit to the Deposit Account each returned Credit Entry accepted by it.
- 5. Data Retention.** Each Entry, On Us Entry, File and Request transmitted by the Company must be retained by the Company for (a) at least 5 days after transmission to the Bank or (b) any longer period required by (i) any applicable operating procedure for automated clearing house transactions established by the Bank and communicated to the Company by the Bank, (ii) any applicable provision of the Rules or (iii) applicable law.
- 6. Fees.** The Company shall pay each fee imposed by the Bank in connection with this Agreement, whether or not set forth in Schedule B attached to and made a part of this Agreement, on demand. The Bank may debit the Deposit Account identified in Schedule B attached to and made a part of this Agreement the amount of any fee due and owing by the Company to the Bank.

## SCHEDULE E – AUTHORIZED ACCOUNTS AND INDIVIDUAL(S)

### AUTHORIZED ACCOUNT(S)

Customer hereby designates the following account(s) as the Authorized Account(s), and Customer acknowledges and agrees that Bank is authorized to debit the Authorized Account(s) in order to create and transmit ACH files received from Customer's Authorized Individual(s) designated below:

<b>Account 1 Number</b>		<b>Account 6 Number</b>	
<b>Account 2 Number</b>		<b>Account 7 Number</b>	
<b>Account 3 Number</b>		<b>Account 8 Number</b>	
<b>Account 4 Number</b>		<b>Account 9 Number</b>	
<b>Account 5 Number</b>		<b>Account 10 Number</b>	

### AUTHORIZED INDIVIDUAL(S)

Customer hereby designates the following individual(s) as Authorized Individual(s) on the Authorized Account(s), and Customer acknowledges and agrees that the following are authorized to initiate and transmit ACH files using the internet banking service:

<b>Account(s)</b>	<b>Authorized Individual</b>

Customer represents and warrants that the person signing this Enrollment Form on behalf of Customer is duly authorized to sign it.

Signature of Company Officer:	
Printed Name of Company Officer:	
Printed Title:	
Date:	

\*\*\*\*\*For Financial Institution Use Only\*\*\*\*\*

ACH Approval:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Bank Officer Initials:	
Date:	
ACH Exposure Limit Review Required:	<input type="checkbox"/> YES <input type="checkbox"/> NO (If yes complete ACH Access Review Form)