CASH MANAGEMENT SCHEDULE

AUTOMATED CLEARING HOUSE SERVICES
for Originators & Third-Party Senders

This Schedule is entered into by and between Santander Bank, N.A. ("Bank") and Customer identified in the Cash Management Master Agreement to which this Schedule is attached ("Customer"). Bank and Customer agree that the use by Customer of the Automated Clearing House ("ACH") Services provided by Bank, as described below, shall be subject to the terms and conditions set forth in this Schedule and in the Cash Management Master Agreement.

TERMS AND CONDITIONS

1. Definitions. As used in this Schedule, the following capitalized words or terms shall have the meanings set forth below. All other capitalized terms used herein without definition shall have the meanings given to them in the NACHA Rules (as defined below).

1.1 **"ACH Operator**" means an organization that processes all ACH transactions that flow between different depository financial institutions. An ACH Operator serves as a central clearing facility that receives entries from the ODFIs and distributes the entries to the appropriate Receiving Depository Financial Institution.

1.2 **"Aggregate Exposure"** means the total amount of unsecured credit Bank is willing to extend across all Accounts for the ACH Services.

1.3 **"Authorized Representative"** means one or more persons authorized by Customer to transmit Entry information to and to transact ACH funds transfers with Bank in accordance with this Schedule.

1.4 **"Commercial Online Banking System"** and **"Commercial Online Banking System Schedule"** mean, respectively, Bank's online banking system(s) for commercial, small business or other non-consumer customers, as may be offered by Bank from time to time, and Bank's associated schedule of terms and conditions applicable to the Commercial Online Banking System.

1.5 **"Credit Entry"** means a transaction that occurs when an Originator/Third-Party Sender initiates a transfer to move funds into a Receiver's account. ACH credit transactions involve both consumer and corporate payments.

1.6 **"Debit Entry"** means a transaction that occurs when an Originator/Third-Party Sender collects funds from a Receiver's account. ACH debit transactions involve both consumer and corporate payments.

1.7 **"Entry"** means a Credit Entry and/or a Debit Entry, including an On-Us Entry, and as otherwise defined in the NACHA Rules.

1.8 **"Initiate"** means the creation of Credit/Debit Entries or files by Customer for the purpose of originating ACH transactions.

1.9 **"NACHA"** means the National Automated Clearing House Association.

1.10 **"NACHA Rules"** means the NACHA *Operating Rules and Operating Guidelines* in effect from time to time that govern the ACH system.

1.11 **"Notification of Change"** means an Entry whose purpose is to identify the incorrect information contained within an Entry and provides the correct data to be used for future Entries.

1.12 **"On-Us Entry"** means an ACH Entry that is contained within a file of Entries that is destined for posting to an account at Bank.

1.13 **"Originating Depository Financial Institution**" or "**ODFI**" means the financial institution that acts as the interface between the ACH Operator and the originator of the transaction.

1.14 **"Originator**" means the entity or individual that initiates an ACH transaction according to an arrangement with a Receiver.

1.15 **"Pre-Notification"** means the notification given by Customer to Bank, prior to the initiation of the first dollar Entries, in accordance with the NACHA Rules, for distribution to the appropriate Receiving Banks that Customer intends to initiate an Entry or Entries to Receiver accounts pursuant to the authorization of such Receiver.

1.16 **"Receivers"** means an individual or entity that has authorized the Originator to initiate an ACH entry to the Receiver's account with the RDFI in accordance with the terms and conditions of this Schedule.

1.17 **"Receiving Bank" or "RDFI"** means the Receiver's depository institution that receives the ACH transaction from the ACH Operators and credits or debits funds from their receivers' accounts.

1.18 **"Release"** means ACH batches created by Customer are sent to Bank for processing through the ACH Network.

1.19 **"Returned Entry"** means a Credit or Debit Entry initiated by Customer that returns a previously originated Entry for reasons described in the NACHA Rules.

1.20 **"Reversing Entry"** means a Credit or Debit Entry that reverses an Erroneous Entry.

1.21 "**Santander**® Enterprise Payments Link**"** means the Bank's integrated payables system for commercial or other non-consumer customers, as may be offered by Bank from time to time, and Bank's associated schedule of terms and conditions applicable to the Integrated Payables service.

1.22 **"Settlement Account"** means Customer's Bank Account used to offset (or settle) Customer's ACH originated items.

1.23 **"Third-Party Sender"** means a type of Third-Party Service Provider that acts on behalf of the Originator only. In other words, it is an intermediary between the Originator and the ODFI. In this type of relationship, there is generally no contractual agreement between the ODFI and the Originator.

1.24 **"Third-Party Service Provider"** means, for purposes of this Schedule, an organization that performs any functions on behalf of an Originator related to the processing of Entries, including the creation of the files.

1.25 **"U.C.C."** means the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, unless otherwise provided in this Schedule.

2. ACH Services. The ACH network is a funds transfer system which provides for the intra-bank and interbank clearing of electronic Credit and Debit Entries for participating financial institutions. The ACH system is governed by the NACHA Rules.

3. Types of Entries; Transmission Methods.

3.1 Customer may Initiate/Release those Entry types (Standard Entry Class or "SEC" Codes) expressly permitted by the ACH Services and as otherwise described in **Exhibit A**, as the same may be amended from time to time or as Bank may otherwise authorize. Bank reserves the right to restrict Customer's use of any SEC Code type, and Bank may reject any Entry or group of Entries that includes an unauthorized SEC Code. Bank also may suspend or terminate Customer's use of one or more SEC Codes at any time in Bank's sole and exclusive discretion. Customer agrees to initiate Entries described herein in accordance with the requirements of and in compliance with its responsibilities, representations and warranties as an Originator/Third-Party Sender under the NACHA Rules, and in accordance with additional instructions from and requirements by Bank, as applicable.

3.2 Customer may transmit a NACHA–formatted file to Bank using the Commercial Online Banking System, including via the import feature, by direct file transmission or by the Santander® Enterprise Payments Link service, as further set forth in **Exhibit A**. Customer expressly authorizes Bank to process each such file and to originate Entries on behalf of Customer (as the Originator/Third-Party Sender) to Receivers' accounts. Customer agrees to the terms of the Commercial Online Banking System Schedule and its related security procedures when initiating Entries as described therein. Customer agrees to the terms of the Santander® Enterprise Payments Link Schedule and its related security procedures when initiating Entries as described therein. If required by Bank, prior to the origination of Entries, Customer agrees to create a test file pursuant to procedures established by Bank.

4. Compliance with the NACHA Rules and Applicable Law. Customer's rights and obligations with respect to any Entry are governed by the NACHA Rules, this Schedule and applicable law. Customer will obtain and retain a copy of the NACHA Rules. (The NACHA Rules may be obtained at NACHA's website at www.NACHA.org.) Customer agrees to subscribe to receive revisions to the NACHA Rules directly from NACHA. Customer represents and warrants that it is bound by and will comply with the NACHA Rules and applicable laws, regulations and regulatory requirements. Customer further represents and warrants that it will not transmit any Entry or engage in any act or omission that violates or causes Bank to violate the NACHA Rules or the laws of the United States, or any other applicable laws, regulations or regulatory requirements, including, without limitation, regulations of the Office of Foreign Asset Control ("OFAC"), sanctions or executive orders. Customer shall obtain and maintain current information regarding OFAC enforced sanctions. (This information may be obtained by visiting the OFAC website at www.ustreas.gov/ofac.)

5. Transmittal of Entries by Customer.

5.1 Customer will Initiate/Release file(s) of Credit and Debit Entries to Bank with (i) computer readable information; (ii) an ACH file and format consistent with current NACHA file and/or Bank specifications; (iii) via a permitted transmission method and in accordance with the Security Procedures (defined below) associated with that transmission medium, and otherwise with the formatting and content requirements identified in **Exhibit A** attached hereto or as otherwise instructed by Bank.

5.2 Bank may establish an Aggregate Exposure or other limits associated with Customer's use of the ACH Services, which may include, e.g., a limit on the dollar amount of Entries or files Initiated/Released by Customer to Bank and on the total dollar amount of Entries that may be transmitted by Customer on any one day or other time period, and across multiple settlement dates. Bank shall also monitor Entries that are Initiated/Released by Customer relative to such exposure limits. Such limits may be modified from time to time by Bank at its sole discretion with notice to Customer. Bank may in its sole discretion reject any file that exceeds such exposure limits. Bank may further reject any Entry or file transmitted by Customer in the event Bank deems reasonably necessary in order to protect the safety and soundness of Bank, or if Bank reasonably suspects that the Entry or file includes fraudulent or unauthorized Entries, or if Bank has such other reasonable basis upon which to reject the transmission.

5.3 With respect to any Credit and Debit Entries that are Initiated and Released by Customer that involve consumers, Customer will comply with, each as may be amended from time to time: (i) all authorization, disclosure and other requirements of the NACHA Rules, and (ii) all applicable federal and state laws and regulations, including, without limitation, any applicable requirements of Regulation E of the Consumer Financial Protection Bureau (or any successor entity who administers Regulation E) (hereinafter "Regulation E") and the Federal Electronic Funds Transfer Act.

5.4 Customer acknowledges the right of a consumer Receiver of an unauthorized Debit Entry, as applicable and as described in the NACHA Rules, to obtain a re-credit of the funds debited from Receiver's account by such Receiver sending a written notice to Receiver's Receiving Depository Financial Institution ("RDFI") in accordance with the NACHA Rules (i.e., a Written Statement of Unauthorized Debit), and where such notification is received in time and in a manner that reasonably allows the RDFI to meet the deadline for transmitting a Return Entry as provided in the NACHA Rules. Customer also acknowledges the right of a corporate Receiver of a Debit Entry, as applicable and as described in the NACHA Rules, to obtain a refund of the funds debited from such Receiver's account by such Receiver sending a notice to Receiver's RDFI within two (2) Business Days following the Settlement Date of the original Entry. Customer indemnifies Bank against any such claim for a re-credit by any Receiver.

6. Security Procedures.

6.1 Customer and Bank shall comply with the security procedures set forth or incorporated by reference in this Schedule, the Commercial Online Banking System Schedule or the Integrated Payable Schedule, and/or associated documents provided by Bank, as applicable, with respect to Entries transmitted by Customer to Bank, including as may be set forth in **Exhibit A** hereto (hereinafter collectively the "Security Procedures"). Customer acknowledges and agrees that the Security Procedures are a commercially reasonable method for providing security against unauthorized Entries and for all other instructions from Customer to Bank. Customer also acknowledges and agrees that the Security Procedures are a commercially reasonable method for the purpose of verifying the authenticity of Entries (or any request for cancellation or similar action). Any Entry transmitted by Customer shall be deemed authorized if transmitted in accordance with the Security Procedures. Bank may, from time to time, modify the Security Procedures. Such modifications shall become effective upon receipt of notice by Customer or such later date as may be stated in Bank's notice to Customer. If Customer fails to object to such change, it shall be deemed to agree to such change.

6.2 Bank may, from time to time, propose additional or enhanced Security Procedures to Customer. Customer understands and agrees that if it declines to use any such additional or enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Schedule, if Bank believes immediate action is required for

the security of Bank or Customer funds, Bank may initiate additional Security Procedures immediately and provide prompt subsequent notice thereof to Customer.

6.3 Customer hereby acknowledges that the Security Procedures are neither designed nor intended to detect errors in the content or verify the contents of an Entry(ies) Released to Bank by Customer. Accordingly, any errors contained in an Entry from Customer shall be Customer's responsibility, and Customer shall be obligated to pay or repay (as the case may be) the amount of any such Entry. No security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

6.4 Customer is strictly responsible for establishing, implementing, maintaining and (as appropriate) updating its own appropriate and commercially reasonable security procedures (a) to safeguard against the unauthorized transmission or Release of Entries to Bank, and (b) relating to the initiation, processing and storage of Entries. Customer shall prevent and safeguard against unauthorized transmissions, disclosures and access to security-related items, including information associated with the transmittal of Entries, such as security procedures, instructions, passwords and user identifications, and systems and equipment that interface with, connect to or allow access to Bank, its information, systems and equipment (hereinafter referred to collectively as "Security-Related Items"). As required by the NACHA Rules with respect to the protection of ACH information (non-public information, including financial information of Receivers and Customer's customers, used to create, or contained within, an ACH Entry and any related addenda record), Customer shall ensure that its security policies, procedures and systems:

- Protect the confidentiality and integrity of the protected information,
- Protect against anticipated threats or hazards to the security or integrity of protected information until its destruction, and
- Protect against unauthorized use of protected information that could result in substantial harm to the Receiver/Customer's customer.

6.5 Customer is solely responsible for the accurate creation, modification, and deletion of the account and other information maintained in Customer's records and used for Entries. Customer is solely responsible for access by its employees and agents to the data files maintained by Customer.

6.6 Customer acknowledges that Bank policy requires Customer's use of "dual control" as an additional layer of security to the ACH Services associated with Entries or files transmitted using the Commercial Online Banking System. With dual control, a secondary authorization is required by Customer prior to releasing an ACH file, as further described in **Exhibit A**.

IF CUSTOMER REJECTS THE USE OF DUAL CONTROL AND/OR OTHER SECURITY PROCEDURES, CUSTOMER AGREES THAT SUCH REJECTION IS AT CUSTOMER'S SOLE RISK, AND CUSTOMER SHALL BE RESPONSIBLE FOR ANY LOSS RESULTING IN WHOLE OR IN PART FROM SUCH REJECTION. CUSTOMER FURTHER ACKNOWLEDGES, IN SUCH CASE: (i) THAT BANK HAS OFFERED A COMMERCIALLY REASONABLE MEANS OF SECURITY AS DESCRIBED IN THIS SECTION, 6.6; AND (ii) THAT ENTRIES OR FILES TRANSMITTED BY CUSTOMER SHALL BE TREATED AS AUTHORIZED.

7. Compliance with Security Procedures.

7.1 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank was Initiated/Released in accordance with the Security Procedures applicable to the ACH Services and thereby purports to have been transmitted or authorized by Customer, it shall be deemed effective as Customer's Entry (or request), even if the Entry (or request) was not authorized by Customer. If Bank accepted the Entry (a) in compliance with the Security Procedures with respect to such Entry, (b) in

compliance with any written agreement or instruction of Customer restricting acceptance of ACH funds transfers issued in Customer's name, and (c) in good faith, then with respect to a Credit Entry, Customer shall be obligated to pay Bank the amount of such Entry, and with respect to a Debit Entry, Customer shall maintain sufficient funds in the Settlement Account to fund the reversal of such Entry, if necessary.

7.2 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank was Initiated/Released or authorized by Customer, Customer shall pay Bank the amount of any such Credit Entry and shall maintain funds in Customer's Settlement Account to fund the reversal of any such Debit Entry, whether or not Bank complied with the Security Procedures described herein or in the Commercial Online Banking System and/or the Santander® Enterprise Payments Link Schedules and whether or not that Entry was erroneous in any respect or that any such error would have been detected if Bank had complied with the Security Procedures.

8. Processing, Transmittal and Settlement of Entries by Bank.

8.1 Except as otherwise provided in this Schedule, Bank will process, transmit and settle for Credit and Debit Entries that are Initiated/Released by Customer as provided in the NACHA Rules as in effect from time to time and pursuant to this Schedule.

8.2 Bank will transmit such Entries as an ODFI to the ACH Operator by the deadline of the ACH Operator, provided such Entries are received by Bank prior to the cut-off time(s) set forth in **Exhibit A** on a Business Day and the ACH Operator is open for business on such Business Day. Entries received after the cut-off time(s) set forth in **Exhibit A** on a Business Day will be deemed received the following Business Day. Except as the NACHA Rules may otherwise prescribe and/or Bank may agree otherwise, both Credit Entries and Debit Entries should have an effective date of at least two (2) Business Days, but a minimum of one (1) Business Day, after the Business Day such Entry is received by Bank. **Neither a Credit Entry nor a Debit Entry may have an effective date of more than thirty (30) calendar days after the Business Day such Entry is received by Bank.** Customer will hold Bank harmless from all charges that may be incurred by Bank as a result of Customer's delivery of late Entries.

8.3 If any of the above Customer requirements are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deadline that is a Business Day and a day on which the ACH Operator is open for business.

8.4 Customer acknowledges and agrees that credit given by Bank to Customer with respect to an ACH Entry is provisional until Bank receives final settlement for such Entry through a Federal Reserve Bank. If Bank does not receive such final settlement, Customer acknowledges and agrees that Bank is entitled to a refund of the amount credited to Customer in connection with such Entry, and the party making payment to Customer via such Entry (i.e., the Originator/Third-Party Sender of the Entry) shall not be deemed to have paid Customer in the amount of such Entry.

9. Settlement of Entries. Subject to the requirements of **Section 19** -- Settlement Account; Pre-Funding, the following shall apply:

9.1 Credit Entries. Bank will debit Customer's Settlement Account at any time on the Settlement Date as Bank, in its sole discretion, may determine for the amount of each Credit Entry executed by Bank, and in accordance with the NACHA Rules. Bank will promptly re-credit the Settlement Account with the amount of any Credit Entry (which was a debit to the Settlement Account), which is rejected by Bank, and any other Credit Entry, which is returned by a Receiving Bank, provided that Bank has obtained payment for the Returned Entry from the Receiving Bank.

9.2 Debit Entries. Bank will credit the Settlement Account with immediately available funds for the amount of any preauthorized Debit Entry executed by Bank at any time on the Settlement Date as Bank, in its sole discretion, may determine for those Entries, and in accordance with the NACHA Rules. Customer agrees that Bank may immediately charge to the Settlement Account the amount of each preauthorized debit that is returned unpaid by any Receiving Bank according to the NACHA Rules.

9.3 On-Us Entries. In the case of an On-Us Entry, Bank will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date, provided the requirements set forth herein are otherwise met. If those requirements are not met, Bank will credit or debit the Receiver's account in the amount of such Entry on the date the Entry was received by Bank, or if the Entry was released by Customer on a non-Business Day, Bank will credit or debit the Receiver's account in the amount of such Entry on the next Banking Day following the date the Entry was received by Bank.

10. Third-Party Service Provider; Third-Party Sender.

10.1 Subject to Customer's prior request, and Bank's prior approval of that request in Bank's sole and exclusive discretion, Customer may appoint a Third-Party Service Provider to act as Customer's agent to process Entries on Customer's behalf and for purposes of the ACH Services provided, as set forth in the ACH Services' set-up form(s). Customer and Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Third-Party Service Provider of any services on Customer's behalf. All data received by Bank from Third-Party Service Provider, including Entries and instructions (and corrections or adjustments thereto), will be deemed authorized by Customer. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Schedule. Customer agrees, jointly and severally with Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Third-Party Service Provider on behalf of Customer. Notice of any termination of Third-Party Service Provider's authority to transmit data and instructions to Bank on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any Third-Party Service Provider and any Entries initiated by Customer's Third-Party Service Provider in its sole discretion.

10.2 Also subject to Customer's prior request, and Bank's prior approval of that request in Bank's sole and exclusive discretion, Customer may be permitted to use the ACH Services provided hereunder as a Third-Party Sender and to Initiate/Release Entries on behalf of Customer's clients, who may or may not be customers of Bank, as well as on Customer's own behalf. Customer shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any of the ACH Services in the capacity of a Third-Party Sender. Customer agrees that Bank retains the right to reject any request by Customer to engage in Third-Party Sender activities as well as any Entries initiated by Customer in such capacity, in Bank's sole discretion.

11. Third-Party Sender Obligations under the NACHA Rules.

11.1 Except for any Entry initiated by Third-Party Sender as an Originator and in addition to any other duties, responsibilities, warranties, representations and liabilities of Third-Party Sender under this Addendum, Third-Party Sender agrees, for each and every Entry transmitted by Third-Party Sender to Bank, that Third-Party Sender shall:

(i) perform all of the duties of a Third-Party Sender under the NACHA Rules, including, but not limited to, the duty to identify Originators;

(ii) assume all of the responsibilities of a Third-Party Sender under the NACHA Rules, including, but not limited to, the responsibilities of ODFIs and Originators, as applicable;

(iii) make all of the warranties of a Third-Party Sender under the NACHA Rules, including, but not limited to, the warranties of ODFIs, as applicable, and the warranty that Originators (e.g., Clients) have agreed to assume the responsibilities of Originators under the NACHA Rules;

(iv) make all of the representations of a Third-Party Sender under the NACHA Rules; and

(v) assume all of the liabilities of a Third-Party Sender under the NACHA Rules, including, but not limited to, liability to indemnify Bank for failure of an Originator to perform its obligations as an Originator.

11.2 Third-Party Sender acknowledges that it is obligated under the NACHA Rules to and therefore will enter into an agreement with each Client as Originator that includes at least the same provisions required under the NACHA Rules for an origination agreement between an Originator and an ODFI. Without limiting the foregoing, Third-Party Sender represents and warrants that its agreements with Clients require each Client to comply with (i) the NACHA Rules as amended from time to time, and (ii) any applicable specifications, advisories, interim policies, or instructions related to ACH transactions issued from time to time by Bank, NACHA, or any federal or state regulatory authorities.

12. Identification and Approval of Originators. Third-Party Sender shall provide Bank with complete list of all Originators, in accordance with the attached **Exhibit B** or similar form required by Bank, on a periodic basis as determined by the Bank. In addition, Bank may request information regarding one or more Originators at any time. The Third-Party Sender will provide any information required hereunder to Bank upon request, within two (2) Business Days of the receipt of the request.

13. No Third-Party Service Provider Arrangements. Except as may otherwise be agreed by Bank in its sole and exclusive discretion, Third-Party Sender may *not* appoint a third party to act as Third-Party Sender's agent (e.g., a "nested" Third-Party Service Provider arrangement) to process Entries on Third-Party Sender's behalf or for any purposes associated with the ACH Services. Without limiting the foregoing, Third-Party Sender agrees that Bank retains the right to reject any Third-Party Service Provider and any Entries initiated by Third-Party Sender's Third-Party Service Provider in its sole discretion, and Third-Party Sender shall assume full liability for the acts and omissions of any Third-Party Service Provider used by Third-Party Sender.

14. Customer Representations, Warranties and Agreements; Indemnification.

14.1 In addition to Customer's obligations and agreements otherwise described in this Schedule, Customer further represents and warrants to Bank and agrees, with respect to each and every Entry transmitted by Customer, that:

(i) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the Initiation/Release of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry;

(ii) each authorization is operative at the time of transmittal, crediting or debiting by Bank as provided herein;

(iii) Entries transmitted to Bank by Customer are limited as set forth in this Schedule, including with respect to Entry types in **Section 3** and Aggregate Exposure and other limits in **Section 5**;

(iv) Customer shall perform its obligations under this Schedule in accordance with the NACHA Rules and all applicable federal and state laws, regulations and orders, including, but not limited to, the transaction screening and sanctions laws, regulations and orders administered by OFAC, and the laws, regulations and orders administered by FinCEN, as applicable;

(v) Customer shall be bound by and comply with the provisions of the NACHA Rules (among other provisions of the NACHA Rules) that make payments of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry;

(vi) Customer specifically acknowledges that it has received notice of the foregoing rule in (v) 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 of the Entry;

(vii) with respect to all Entry types that Customer is permitted to Initiate/Release under this Schedule, Customer shall comply with and be subject to all requirements of the NACHA Rules with respect to such Entries;

(viii) with respect to any International ACH Transactions (IATs) that Customer may be permitted by Bank to Initiate/Release, in Bank's sole and exclusive discretion and from time to time, Customer shall (a) classify and format payments transmitted to or received from a financial agency outside the U.S. as IATs in accordance with the NACHA Rules, (b) provide data necessary to accompany the transaction in compliance with Bank Secrecy Act's "Travel Rule," (c) screen IATs prior to transmitting any file(s) of Entries to Bank in accordance with the requirements of OFAC and comply with OFAC sanctions, and (d) otherwise comply with and be subject to all other requirements of the NACHA Rules and OFAC, as well as the laws and payment rules of a non-U.S. foreign destination;

(ix) as to any Internet-Initiated/Mobile (WEB) ACH Entries (as defined under the NACHA Rules) that Customer may be permitted by Bank to Initiate/Release, in Bank's sole and exclusive discretion and from time to time, (a) Customer employs commercially reasonable detection systems to minimize risk of fraud related to Internet-initiated payments, (b) Customer employs commercially reasonable procedures to verify validity of routing numbers, (c) Customer employs commercially reasonable methods of authentication to verify the identity of the Receiver, (d) Customer employs commercially reasonable level of encryption technology, and (e) where required by the NACHA Rules and/or Bank, Customer conducts annual audits as to its security practices and procedures that include, at a minimum, verification of adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use and (3) network security to ensure secure capture, storage, and distribution, and will provide proof of such audits to Bank upon request;

(x) as to any Telephone-Initiated (TEL) Entries that Customer may be permitted by Bank to Initiate/Release, in Bank's sole and exclusive discretion and from time to time, Customer (a) has employed commercially reasonable procedures to verify the identity of the Receiver, (b) has utilized commercially reasonable procedures to verify that routing numbers are valid, (c) has obtained oral authorization from the Receiver to Initiate a Debit Entry to a Consumer Account of the Receiver that includes the minimum information required by the NACHA Rules for a Single Entry TEL Entry, (d) has, for Single Entry TEL Entries, either made an audio recording of the oral authorization, or provided the Receiver with written notice confirming the oral authorization prior to the Settlement Date of the Entry, and (e) has, for an authorization relating to recurring TEL Entries, complied with the requirements of

Regulation E for the authorization of preauthorized transfers, including the requirement to send a copy of the authorization to the Receiver;

(xi) as to any Accounts Receivable (ARC) Entries that Customer may be permitted by Bank to Initiate/Release, in Bank's sole and exclusive discretion and from time to time, (a) the amount of the Entry, the routing number, the account number, and the check serial number are in accordance with the source document, (b) Customer will retain a reproducible, legible image, microfilm, or copy of the front of the Receiver's source document for each ARC Entry for two (2) years from the Settlement Date of the ARC Entry, (c) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to ARC Entries, (d) Customer has established reasonable procedures under which the Receiver may notify Customer that receipt of Receiver's checks does not constitute authorization for ARC Entries to the Receiver's account and that Customer will allow the Receiver to opt-out of check conversion activity, and (e) the source document to which each ARC Entry relates may not be presented or returned such that any person will be required to make payment based on the source document unless the ARC Entry is returned;

(xii) as to any Back Office Conversion (BOC) Entries that Customer may be permitted by Bank to Initiate/Release, in Bank's sole and exclusive discretion and from time to time, (a) Customer has employed commercially reasonable procedures to verify the identity of the Receiver, (b) Customer has established and maintains a working telephone number for Receiver inquiries regarding the transaction that is answered during normal business hours and that such number is displayed on the notice required by the NACHA Rules for BOC Entries, (c) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (d) Customer will retain a reproducible, legible image, microfilm, or copy of the front of the Receiver's source document for each BOC Entry for two (2) years from the Settlement Date of the BOC Entry, (e) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to BOC Entries, and (f) the source document to which each BOC Entry relates will not be presented or returned such that any person will be required to make payment based on the source document unless the BOC Entry is returned;

(xiii) as to any Point-of-Purchase (POP) Entries that Customer may be permitted by Bank to Initiate/Release, in Bank's sole and exclusive discretion and from time to time, the source document provided to Customer for use in obtaining the Receiver's routing number, account number, and check serial number for the initiation of the POP Entry (a) is returned voided to the Receiver after use by Customer and (b) has not been provided to the Receiver for use in any prior POP Entry; and

(xiv) as to any Returned Check (RCK) Entries that Customer may be permitted by Bank to Initiate/Release, in Bank's sole and exclusive discretion and from time to time, (a) all signatures on the item are authentic and authorized, (b) the item has not been altered, (c) the item is not subject to a defense or claim, (d) the Entry accurately reflects the item, (e) the item will not be presented unless the related Entry has been returned by the RDFI, (f) the information encoded after issue in magnetic ink on the item is correct, (g) any restrictive endorsement placed on the item is void or ineffective, (h) the item is eligible as an RCK Entry, and (i) the Receiver has been provided with a clear and conspicuous notice, prior to Customer's receipt of the item, that a check returned for insufficient or uncollected funds may be re-presented electronically via the ACH Network.

14.2 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify and defend Bank against any third-party claims, alleged claims, loss, liability or expense (including attorneys' fees and expenses) directly resulting from, related to or arising out of:

(i) any breach of the foregoing representations, warranties or agreements or the terms of this Schedule, including any claim brought by a third party in connection with a breach of any of the foregoing;

(ii) Customer's failure to exercise ordinary care in connection with its duties hereunder;

(iii) any action by the RDFI upon an unauthorized or erroneous Entry initiated by Customer;

(iv) any actions by a service provider or agent of Customer that result in a breach of this Schedule by Customer; or

(v) to the extent that it involves Bank, any litigation by an ACH Operator, an RDFI or any Receiver asserting noncompliance on Customer's part with the NACHA Rules or any other applicable laws, regulations or regulatory requirements.

In the event a Report of Possible Rules Violation is filed against Customer as described in the NACHA Rules, Customer will immediately notify Bank of the filing and take appropriate steps to correct the problem within the time frames suggested by Bank.

15. Same Day ACH ("SDA"). Upon the effective date of the changes to the NACHA Rules enabling the same-day processing of certain ACH payments (the "SDA Rule"), Customer may be permitted, at Bank's sole and exclusive discretion, to initiate SDA Entries. In the event Bank approves Customer's initiation of SDA Entries, either on a one time or other periodic basis, Customer agrees as follows:

15.1 Customer shall be solely responsible for transmitting its SDA Entries with the appropriate intended Effective Entry Date to qualify as an SDA Entry under the NACHA Rules.

15.2 Customer shall only initiate individual Entries that comply with the $25,000 or less transaction limit per SDA Entry, as large-dollar transactions (over $25,000) are not eligible for same-day processing under the NACHA Rules.

15.3 Customer will not initiate an SDA Entry as an IAT, as IATs are not eligible for same-day processing under the NACHA Rules, and Customer is expressly prohibited by Bank from using the ACH Services to initiate any IAT Entry.

15.4 Customer will transmit its SDA Entries to Bank in accordance with Bank's SDA Entry processing deadlines, as established by Bank from time to time and disclosed to Customer.

15.5 Customer acknowledges and agrees that if Customer sends an Entry with a stale or invalid Effective Entry Date, such Entry may be deemed and processed by Bank as an SDA Entry if transmitted in accordance with Bank's SDA Entry processing deadlines.

15.6 Customer acknowledges and agrees that if any of the requirements of this Section 15 are not met, including without limitation a failure by Customer to meet Bank's or the ACH Operator's deadline for SDA, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next available processing deadline on which the ACH Operator is open for business.

15.7 Customer further acknowledges that Bank will not consider the content of the Company Descriptive Date indicator when determining Customer's intent for processing and settlement of SDA Entries.

15.8 Customer will not initiate SDA Entries that are otherwise ineligible for SDA Entry processing and settlement in accordance with the NACHA Rules.

15.9 Customer otherwise agrees to and will comply with all other requirements under the NACHA Rules and by Bank with respect to SDA Entries, including as the same may be amended from time to time.

15.10 Customer will indemnify and hold Bank harmless from any SDA Entry processing and settlement that is performed by Bank as described herein and in accordance with the NACHA Rules, notwithstanding Customer's intent.

15.11 Customer will indemnify and hold Bank harmless from any intended SDA Entry not meeting the ACH Operator deadline due to Customer delays, or due to Bank processing delays that are beyond Bank's reasonable control.

16. Tax Payments. If Customer uses the ACH Services for the purpose of transmitting Entries or files consisting of tax payments to any governmental taxing or tax collecting agency or authority, in the case of a delay by Bank in transmitting any such tax payment, Bank shall be liable only to pay interest to Customer for the number of days of delay computed on the basis of the interbank compensation rules to which Bank subscribes or as otherwise required by applicable law or regulation. In the case of an improperly executed or erroneous Entry, Bank will be liable only for any lost interest and expenses, such as fees paid to Bank or to another institution for the transfer or for correcting or replacing the Entry. Bank shall not be liable for any other damages, including and without limiting the generality of the foregoing, interest computed other than as stated above or penalties, fines or loss of discount imposed by a taxing or tax collecting agency or authority due to a late or erroneous tax payment.

Bank will use its best efforts to cooperate with Customer to abate any penalties, fines, interest or other charges imposed on Customer by any taxing or tax collecting agency or authority as a result of such delayed or improperly executed or erroneous Entry.

17. Bank Responsibilities; Limitations on Liability; Indemnity; Disclaimer of Warranties.

17.1 The liability of Bank under this Schedule shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. Without limiting the foregoing, Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Financial Institution, Automated Clearing House or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Customer agrees to indemnify and defend Bank against any loss, liability or expense (including reasonable attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in this **Section 17.1.** Customer shall be responsible for any fines levied against Bank by NACHA, the ACH Rules Enforcement Panel, and any regulatory authority having jurisdiction over Bank arising from any violation or alleged violation of any applicable law, regulation, or the NACHA Rules directly resulting from Entries transmitted by Customer. Customer shall also be responsible for any fees imposed upon

Bank by NACHA for the return of an Entry initiated by Customer that did not comply with the NACHA Rules or the terms of this Schedule.

17.2 Customer acknowledges and agrees that Bank's provision of the ACH Services hereunder may be interrupted from time to time. Without limiting the generality of the foregoing, 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 or software error or malfunction, war, acts of terrorism, emergency conditions or other circumstances beyond Bank's control. From time to time Bank may need to temporarily suspend processing of a transaction (particularly an international ACH transaction) for greater scrutiny or verification, including, but not limited to, suspending processing to review for suspected fraudulent activity or for OFAC compliance in accordance with applicable OFAC guidance, and Bank shall be excused if this action causes delay in the settlement and/or availability of the transaction. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry (i) 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; (ii) if, for any reason, the ACH Operator fails or declines to process an Entry; (iii) if, in Bank's reasonable judgment, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any applicable rule, law, regulation, or regulatory requirement; (iv) if Bank reasonably suspects that a transaction involves fraudulent activity, or (v) if processing an Entry, in Bank's sole discretion, would cause it to engage in an unsafe or unsound practice.

17.3 EXCEPT AS OTHERWISE PROVIDED IN THIS SCHEDULE, CUSTOMER EXPRESSLY AGREES THAT USE OF THE ACH SERVICES IS AT CUSTOMER'S SOLE RISK, THE ACH SERVICES ARE PROVIDED "AS IS," AND BANK AND ITS AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE ACH SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE ACH SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

18. Set-Off and Other Bank Remedies. Bank may, but shall not be obligated to, complete any transaction in connection with providing the ACH Services hereunder if there are insufficient available funds in Customer's Settlement Account(s) to complete the transaction. If any of Customer's Settlement Accounts become overdrawn, under-funded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Schedule, whether or not matured or liquidated.

19. Settlement Account; Pre-Funding.

19.1 Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Schedule by debiting the Settlement Account(s) of Customer identified in the ACH Services' implementation and/or set-up forms or any future accounts established by Customer at Bank, and Bank shall credit the Settlement Account for any amount received by Bank by reason of the

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

19.2 Customer agrees to irrevocably provide available funds in the Settlement Account for the total amount of all Credit Entries Initiated/Released to Bank for processing. Customer's Settlement Account will generally be debited on the Settlement Date of the Entries/files.

19.3 Notwithstanding the requirements of **Section 19.2**, Bank reserves the right, in its sole and exclusive discretion and at any time, to require, as a condition of initiating any ACH Credit Entries/files, that Customer irrevocably provide available funds in the Settlement Account for the total amount of such Entries/files at the time such Entries/files are Initiated/Released by Customer to Bank for processing ("Pre-Funding"). In such event, Bank will debit the Settlement Account in any amount equal to the total amount of the ACH Credit Entries on the Business Day that Customer Releases its ACH file to Bank for processing.

20. Risk Mitigation. In order to reduce the risk of loss to which Bank is subject under this Schedule, Bank may in its sole discretion establish such risk mitigation procedures as Bank deems reasonably necessary, including without limitation requiring personal guaranties of Customer's principals, requiring that Customer establish a credit line to secure its obligations, or submission of unbalanced files (e.g., submission of a credit file for which Bank shall then create the offsetting debit file.)

21. Due Diligence. Customer will supply Bank with due diligence information when reasonably requested, including but not limited to, information regarding the creditworthiness of Customer and projected return rates.

22. Cancellation or Amendment of an Entry. Customer shall have no right to cancel or amend any Entry after it has been Released to Bank. However, Bank shall use reasonable efforts to act on a request by Customer to cancel an Entry before transmitting it to the ACH Operator or crediting or debiting an On-Us Entry. Any such request shall comply with this Schedule, including the Security Procedures described in the Commercial Online Banking System Schedule or the Integrated Payable Schedule, as applicable. Bank shall have no liability if cancellation or amendment is not accomplished as requested. Customer shall reimburse Bank for any expenses, losses or damages Bank may incur in effecting or attempting to effect Customer's request for the cancellation or amendment of an Entry.

23. Rejection of Entries.

23.1 Bank may reject any Entry:

(i) which does not comply with the requirements of this Schedule, including Section 5 – Transmittal of Entries by Customer, or Section 6 – Security Procedures, or which contains an Effective Entry Date more than thirty (30) days after the Business Day such Entry is Released to Bank, unless otherwise agreed by Bank at its sole discretion;

(ii) for any reason under the NACHA Rules;

(iii) if Customer has failed to comply with its account balance or pre-funding obligations under Section 19 – Settlement Account / Pre-Funding;

23.2 Bank shall notify Customer in accordance with **Exhibit A** of such rejection no later than the next Business Day after 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 Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

24. Reversals; Re-Initiation of Entries. Customer may request a Reversing Entry or file pursuant to the NACHA Rules. If Customer reverses an Entry or file, Customer shall indemnify Bank against any claim, alleged claim, demand, loss, liability or expense resulting directly or indirectly from such reversal. Customer may not re-initiate Entries except as prescribed by the NACHA Rules.

25. Notice of Returned Entries and Notifications of Change.

25.1 Bank shall notify Customer in accordance with **Exhibit A** of the receipt of any Returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Bank shall have no obligation to retransmit a Returned Entry to the ACH Operator if Bank complied with the terms of this Schedule with respect to the original Entry. If a customer or client of Customer asserts that an Entry was unauthorized, Customer shall be solely responsible for collecting any funds owed to Customer. Bank has no obligation to originate a transaction where authorization has been revoked.

25.2 Bank shall notify Customer of all Notifications of Change received by Bank relating to Entries transmitted by Customer, in accordance with **Exhibit A,** within two (2) Business Days after receipt thereof. Customer shall ensure that changes requested by Notifications of Change are made within six (6) Business Days of Customer's receipt of the Notification of Change information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later. Customer warrants that Customer is bound by and will comply with the NACHA Rules, to ensure that changes requested by Notification of Change are addressed within six (6) Business Days of receipt of the Notification of Change or prior to initiating another Entry to the Receiver's account. If Bank receives Notification of Change from the Receiving Bank identifying incorrect information, Bank may use the provided information to correct the data to be used for all future ACH Entries.

26. Pre-Notification and Rejection of Pre-Notification. Bank recommends that, as permitted by the NACHA Rules or applicable law, Customer send Pre-Notifications at least three (3) Business Days prior to initiating an authorized Entry to a particular account in a format and medium approved by the NACHA Rules. Customer may also initiate a new Pre-Notification (i) when any changes are made to an account number, financial institution, or individual identification number or (ii) as otherwise stated in the NACHA Rules. If Customer receives notice that any such Pre-Notification has been rejected by an RDFI, Customer will not initiate any related Entry until the cause for rejection is resolved as provided in the NACHA Rules. Customer understands and acknowledges that once a Pre-Notification has been initiated using the Services, Customer will be restricted from initiating any Entry to such customer(s) for three (3) Business Days.

27. Entries Returned as Unauthorized. Customer shall comply with all requirements in the NACHA Rules, including the duty to submit only those Entries that have been properly authorized. In the event that an Entry is returned as unauthorized or authorization revoked, Customer will contact the necessary parties and resolve any dispute. During this process, Customer may ask Bank to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." Bank will use reasonable efforts to obtain the statement and will deliver it to Customer when received. Customer agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless Customer re-authorizes the Entry or Entry stream.

28. Unauthorized Return Rate in Excess of NACHA Rules Limits. In the event the rate of unauthorized returns of Entries submitted by Customer exceeds the limits provided in the NACHA Rules, as the same may be amended from time to time, Bank will share the data with Customer and Customer will take immediate steps to revisit its authorization procedures to reduce the unauthorized return rate to comply with the NACHA Rules and shall further promptly prepare and submit a written plan and timeline to Bank noting Customer's intended plan to reduce unauthorized returns. Consistent with **Section 17.1**, Customer shall be responsible for any fines or fees levied against Bank by NACHA, the ACH Rules Enforcement Panel, and any regulatory authority having jurisdiction over Bank directly resulting from the rate of unauthorized returns of Entries submitted by Customer exceeding the limits provided in the NACHA Rules.

29. Inconsistency of Name and Account Number. Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, posting 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 Customer, even if such account number identifies a person different from the named Receiver. Customer's obligation to settle the amount of the Entry to Bank is not excused in such circumstances. Similarly, if an Entry describes an RDFI inconsistently by name and routing number, payment of such Entry may be made based on the routing number, and Customer shall be liable to pay that Entry.

30. Right to Audit. Customer agrees to review its compliance with the NACHA Rules on a periodic basis. Upon reasonable written notice to Customer (five (5) Business Days being deemed, in all circumstances, the maximum reasonable notice required), Customer shall permit Bank to review Customer's operations as they relate to compliance with this Schedule and the NACHA Rules, and to examine and copy any books, records, and source documents related thereto.

31. Data Retention. Customer shall retain Entry data on file in a format adequate to permit recreation of Entries for no less than thirty (30) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon request. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents and records of authorization, in accordance with the NACHA Rules.

32. Evidence of Participant Authorization. To the extent required by the NACHA Rules or applicable law, Customer will obtain all consents and written authorizations for all Entries in accordance therewith. Such authorizations and any related disclosures shall be in a form that complies with (i) all requirements of the NACHA Rules and (ii) all applicable federal and state laws and regulations, as the same may be amended from time to time, including, without limitation, any applicable requirements of Regulation E and the Federal Electronic Funds Transfer Act. Each Entry will be made according to such authorization and shall comply with the NACHA Rules. No Entry will be initiated by Customer after such authorization has been revoked or the arrangement between Customer and such Receiver or other party has terminated. Customer shall retain all consents and authorizations for the period required by the NACHA Rules. Customer will furnish to Receiver, or to Bank upon its request, an original or a copy of an authorization as required under or for any purpose required by the NACHA Rules. No investigation or verification procedure undertaken by Bank shall be deemed to limit or waive Customer's obligations under this **Section 32**.

33. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the ACH Services provided under this Schedule, Bank and Customer shall 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.

34. Records of Bank. All electronic or other files, Entries, Security Procedures, and related records used by Bank for transactions contemplated by this Schedule shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

35. Data Breaches.

35.1 Customer agrees that it will adopt and implement its own commercially reasonable policies, procedures and systems to provide security as to the information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"), including but not limited to, Consumer-Level ACH Data.

35.2 Customer agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions.

35.3 Customer will provide prompt and accurate notification to Bank by calling Customer Service with regard to any Data Breaches when known or reasonably suspected by Customer, including but not limited to, Data Breaches to Consumer-Level ACH Data, and will take all reasonable measures, which may include, without limitation, retaining computer forensic experts, to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to Bank.

36. Termination. The parties may terminate this Schedule in accordance with the terms and conditions of the parties' Cash Management Master Agreement. Without limiting the foregoing, if Customer breaches the NACHA Rules or causes Bank to breach the NACHA Rules, this Schedule may be terminated or suspended by Bank upon ten (10) Business Days' notice, or such shorter period as may be provided in the parties' Cash Management Master Agreement.

37. Governing Law. In addition to the terms and conditions of the parties' Cash Management Master Agreement, the parties agree that while any payment order governed by this Schedule that involves a consumer may be of a funds transfer subject to the federal Electronic Funds Transfer Act, all actions and disputes as between Customer (or any Third-Party Service Provider acting on Customer's behalf) and Bank shall be governed by Article 4-A of the U.C.C., as varied by this Schedule.

EXHIBIT A

TRANSMITTAL OF ENTRIES

A. Delivery Method(s) and Security Procedures: Bank will accept the following method of file transmission or delivery, and in accordance with the prescribed Security Procedures associated with such method:

1. Commercial Online Banking System – Customer may input data into the Commercial Online Banking System, which will then be used to create a NACHA-formatted file for submission to Bank. Customer may also create its own NACHA-formatted file using its own proprietary accounting or similar software/system(s) and import the file via the Commercial Online Banking System. Customer agrees to the terms of the Commercial Online Banking System Schedule and its related security procedures when initiating Entries via that method.

a. Token Security: A security token will be issued by Bank to any Authorized Representative(s) authorized to approve ACH files/batches delivered through the Commercial Online Banking System. The token works in combination with the system to generate a code to authenticate when an Authorized Representative approves an ACH payment for processing. The Authorized Representative must possess the token which will generate an access code. Physical security of the token is solely the Customer's responsibility.

When an Authorized Representative leaves Customer's employ, and if a token has been issued to such Authorized Representative, Customer must deactivate the Authorized Representative's credentials.

b. Dual Control: Bank policy requires Customer's use of "dual control" as an additional layer of security to the ACH Services for ACH files/batches delivered through the Commercial Online Banking System. With dual control, one Authorized Representative will create, edit, cancel, delete and/or restore ACH files/batches with his/her unique User ID and password; a second *different* Authorized Representative with his/her unique User ID, password and additional authentication credentials, including use of a security token is required to approve an ACH files/batches to be released.

2. Direct Transmission – For NACHA formatted files transmitted to Bank via direct transmission, Customer can deliver files to either a Bank-maintained FTP server or website. Bank will supply Customer with the destination, username, unique password and file directory as applicable.

FTP files may be sent ("pushed") to Bank's server, or Bank can pick up ("pull") files from a Customer FTP server. If Bank will "pull" files, Customer will provide the destination, username associated with Customer's FTP server.

Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of FTP transmission, or in cases of any changes to files or the FTP process.

For FTP transmissions, Customer must have an Internet connection and an FTP client application.

FTP transmissions can use the following secure protocols: SFTP (SSH File Transfer Protocol) or FTPS (FTP over SSL).

SFTP may also utilize Public Key Authentication with the transfer of SSH keys between Bank and Customer.

Standard FTP may be allowed if files have been encrypted using PGP or an equivalent encryption method, and after Bank and Customer exchange public keys.

For WEB uploads, Customer must have an Internet connection and an HTTPS (SSL Encryption) compatible browser.

Other protocols are available, such as IPSEC, AS2, VAN, SSL VPN, etc., and would require transfer of similar information/keys to establish connectivity.

Control Totals: In conjunction with direct transmission, Bank strongly recommends that Customer provide Bank with verification of the totals contained in the transmission by sending an email to Bank's designated contact immediately following the transmission. Bank will verify that the file totals agree with the information that was provided by Customer. In the event of a discrepancy in the totals, Bank will telephone or otherwise notify Customer. If Bank is unable to reach Customer or otherwise resolve the discrepancy, the file may not be processed.

3. Santander® Enterprise Payments Link – For industry standard formatted files (NACHA, EDI820, ISO20022) transmitted to Bank via direct transmission, Customer can deliver files to the Santander® Enterprise Payments Link platform via a FTPs (FTP over SSL) or sFTP (SSH File Transfer Protocol) for straight-through processing of credit/debit ACH transactions. Transmission requirements for files transmitted via the Santander® Enterprise Payments Link platform are covered under the Santander® Enterprise Payments Link Schedule.

B. **Santander ACH Link**: In addition to the above, as and when made available by Bank, Customer may also use (or may be required by Bank to use) Bank's ACH Link feature to:

(a) Provide Bank with file control totals in connection with direct transmission;
(b) View historical ACH transactions;
(c) Perform ACH maintenance activity;
(d) Request a Reversing/Deletion of Entry or file.

C. **Encryption –** Any data transmitted by Customer across the Internet must be appropriately encrypted using a commercially reasonable level of encryption security technology.

D. **Format and content of Entries:** File format and content must meet the specifications as detailed in Appendix Three of the NACHA Rules as in effect on the date of transmission.

E. **Permitted SEC Codes:** As of the date of this Schedule, authorized SEC Codes for origination activity under this Schedule include:

- **ARC**
- **BOC**
- **CCD**
- **CTX**
- **IAT**
- **POP**
- **POS**

- **PPD**
- **RCK**
- **TEL**
- **WEB**

All other SEC Codes that Bank may subsequently permit in its sole discretion and from time to time with respect to the Services will require pre-approval by Bank and may only be used with proper designation on enrollment forms associated with the Services and in accordance with additional instructions from and requirements by Bank, as applicable. Bank reserves the right to reject any Entry or group of Entries that includes an unauthorized SEC Code.

F. <u>Delivery Deadlines / Cut-Off Times</u>:

ACH transmissions must be received by Bank as follows:

Customer Input Method	Cut-Off Time	
	Next Day Settlement	**Same Day Settlement**
Commercial Online Banking System	**7:00 PM ET**	**All Clients – 11:00 AM ET**
Direct Transmission	**8:30 PM ET**	**Prefunding Clients – 11:45 AM ET** **Exposure Limit Clients – 1:15 PM ET**
Santander® Enterprise Payments Link	**7:00 PM ET**	**Prefunding Clients – 11:15 AM ET** **Exposure Limit Clients – 12:45 PM ET**

G. <u>Warehousing</u>: Bank may reject any file which contains an Effective Entry Date more than thirty (30) days after the Business Day such file is released to Bank.

H. <u>Business Day(s)</u>: Federal holidays shall not be considered a Business Day for purposes of this Schedule.

I. <u>Notice by Bank</u>: If an Entry is returned or if a Notification of Change is received, Bank shall notify Customer via Bank's Commercial Online Banking System or electronic (email) transmission. If a file is rejected as described in **Section 23**, Bank shall notify Customer by phone or electronic (email) transmission.

EXHIBIT B

IDENTIFICATION OF ORIGINATORS

Third Party Sender:				**Date:**	
Originator					
Name:		**Tax ID:**			
Street Address:		**Contact Name:**		**Business**	
City, State, ZIP		**Phone:**		**Activities:**	
ABA Number		**ACH Debits:**		**Volume/Mo.:**	
Account Number		**ACH Credits:**		**Frequency:**	
Desc. Of Entries					
Name:		**Tax ID:**			
Street Address:		**Contact Name:**		**Business**	
City, State, ZIP		**Phone:**		**Activities:**	
ABA Number		**ACH Debits:**		**Volume/Mo.:**	
Account Number		**ACH Credits:**		**Frequency:**	
Desc. Of Entries					
Name:		**Tax ID:**			
Street Address:		**Contact Name:**		**Business**	
City, State, ZIP		**Phone:**		**Activities:**	
ABA Number		**ACH Debits:**		**Volume/Mo.:**	
Account Number		**ACH Credits:**		**Frequency:**	
Desc. Of Entries					
Name:		**Tax ID:**			
Street Address:		**Contact Name:**		**Business**	
City, State, ZIP		**Phone:**		**Activities:**	
ABA Number		**ACH Debits:**		**Volume/Mo.:**	
Account Number		**ACH Credits:**		**Frequency:**	
Desc. Of Entries					
Name:		**Tax ID:**			
Street Address:		**Contact Name:**		**Business**	
City, State, ZIP		**Phone:**		**Activities:**	
ABA Number		**ACH Debits:**		**Volume/Mo.:**	
Account Number		**ACH Credits:**		**Frequency:**	
Desc. Of Entries					
Name:		**Tax ID:**			
Street Address:		**Contact Name:**		**Business**	
City, State, ZIP		**Phone:**		**Activities:**	
ABA Number		**ACH Debits:**		**Volume/Mo.:**	
Account Number		**ACH Credits:**		**Frequency:**	
Desc. Of Entries					