Rock Canyon Bank
Online Business Banking Agreement and Conditions of Use

AGREEMENT

By executing this Agreement, Enrollment form and Internet Banking Resolution, the Commercial Customer of Rock Canyon Bank (referred to as "you", "yours", or Company) agrees to the following terms and conditions of enrollment in the Internet Banking network maintained by Rock Canyon Bank (referred to as "RCB")

1. The following services will be available: a) Administrative Controls, b) Account Balance and Account History, c) Funds Transfer, d) Check Images, e) ACH, f) On-line Services Requests, g) Email to Rock Canyon Bank. Other services may be available from time to time in the future. By using these services as they become available, you agree to be bound by the terms and conditions contained in the Agreement. Notification of the availability of these services will be made on RCB's website: www.rockcanyonbank.com.

2. You agree to allow RCB a reasonable time in which to complete your enrollment once you submit the necessary forms, including the Enrollment Form and the Internet Banking Resolution Form. You will allow RCB a reasonable time in which to process any service requests you make through the Internet Banking network.

3. Once you have completed the Enrollment Form and Internet Banking Resolution Form and you have selected a company and user password for access to the Internet Banking network, you agree to be solely responsible for the use by anyone of the Internet Banking system who utilizes your correct passwords. RCB will have no duty to further verify the identity of any Internet Banking system user with valid passwords. RCB will act on instructions received under correct passwords.

4. As the appropriate authorized representative of the Commercial Customer of RCB, you are solely responsible for maintaining the addition or deletion of any users of the Internet Banking system with access to a company password.

5. RCB has the right to monitor and review all banking activity conducted on its Internet Banking system.

6. You agree to be responsible for any service charges accrued in your use, or use by any user with access to your company password. You agree to have these service charges deducted from an account you specify, or from any account maintained by the Company at RCB. A schedule of Internet Banking service charges is available at any office or on our website: www.rockcanyonbank.com.

7. You agree that neither RCB nor any Internet service providers you utilize to access RCB's Internet Banking network shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, RCB, or Internet browser or Internet service providers. Nor shall RCB or any service provider be responsible for any direct, indirect, special or consequential, economic or other damages arising out of your use of RCB's Internet Banking network.

8. You agree that RCB is not responsible for any damage occasioned by instructions RCB receives from a user using your correct company and user passwords. You authorize RCB to act on all instructions received under your company and user passwords and to deduct any service charges directly from your account balance as accrued. You also agree to be liable for any account shortage resulting from charges or overdrafts, whether caused by you or a user with your correct company and user passwords. This includes liability for RCB's costs to collect the deficit including reasonable attorneys' fees.

9. RCB reserves the right to discontinue the Internet Banking network, or any of the services referenced in paragraph 1, at any time.

10. This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent no such applicable federal law or regulation exists, by the laws of the State of Utah.

11. Each of your accounts at RCB is also governed by the applicable account disclosure statements received at account opening.

12. RCB reserves the right to change the charges, fees, or other terms or conditions set forth in this Agreement. When changes are made to any fees, charges or other material terms, we will update this Agreement, send notice to you at the address shown on the Company's account record, and post the update on RCB's website: www.rockcanyonbank.com. If you do not respond to such notice within 30 days of the date the notice was sent by us, you will be deemed to reject the changes to the charges, fees, or other terms or conditions set forth in the modified Agreement and access to the services will be suspended or terminated.

13. If you elect to utilize the Automated Clearing House (ACH) electronic transfers feature of the system you agree to abide by the conditions and terms described in the attached Automated Clearing House Agreement.

14. If you wish to terminate this Agreement the Primary Administrator or an Authorized Company Representative must notify the bank in writing of the intent to cancel the Online Business Banking services within at least one business day of the actual cancel date. RCB may also terminate this service at any time in its discretion due to abuse, fraud, unauthorized activity, failure of the Company to maintain an active account, or if false information is provided.

15. Copies of all notices and communications required or permitted under this Agreement shall be given in writing and shall be sent by certified or registered mail to RCB or the Customer, and any change of address shall be communicated to the other party in person or in writing by certified or registered mail. Service of any notice required or permitted under the terms of this Agreement shall be deemed complete upon dispatching the same in the United States Mail, by certified or registered mail, return receipt requested, addressed to **Rock Canyon Bank, 1376 North State Street, Orem, UT 84057**, or to the Commercial Customer (or Company) at the address shown on the Company's account record with the bank at the time of issuance.

ENROLLMENT

By executing this Agreement you hereby request to be enrolled in RCB's Online Business Banking system and agree to the terms Agreement and Conditions of Use as stated above and hereafter.

Authorization to Issue Passwords: At the direction of any person named below as your Primary Administrator, or at the direction of any person named as your Primary Administrator in the future, you hereby authorize RCB to issue one or more passwords for use with RCB's Internet Banking network, as set forth in the Agreement, which RCB may amend from time to time.

Appointment of Primary Administrator: You hereby appoint, and RCB is hereby authorized to establish and issue temporary company and user passwords (which must be changed upon initial access to RCB's Internet Banking network) for the Primary Administrator who has maintenance authority over your users and passwords.

Primary Administrator's Name:	**Primary Administrator's Title:**
Primary Administrator's Day-time Telephone:	**Primary Administrator's Email Address:**
Requested Company ID: (must be at least four characters long)	**Requested Primary Administrator User ID:**
Company Name:	**Company's Federal Tax ID Number:**
Company Address:	
Company Telephone:	**Account to Debit for Service Charges:**

Request for Online Business Banking Accessible Accounts and Services: You authorize RCB to debit the above noted account for any service charges. You also hereby request access to the accounts listed below, owned by you and tied to a common Federal Tax ID Number, and request access to the services specified for each account.

Account #	Account Type (i.e., business checking, savings, MMA, sweep, loan)	Balance Reporting	Book Transfer - Credit -	Book Transfer - Debit -	ACH Service* (checking accts. only) COMPLETE AMENDMENT 1
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

***ACH Service availability** is based on history with the bank, pre-set daily usage limits, collected account balances, and the nature of the activity to be conducted via ACH. Amendment 1, parts 1 and 2, must be completed to use this service. Access to this feature may or may not be granted and may not be immediately available due to the review process.

Set-up and Training: RCB will set-up the Primary Administrator's access and the requested accounts and access levels according to the information you supply on this Enrollment Form. This is a manual process that normally takes two business days. We will contact your Primary Administrator by telephone to inform him or her of the Company and Administrator passwords, and to schedule a brief training session that may be conducted at the business location or at a Rock Canyon Bank office.

Acknowledgement: By signing below, you acknowledge receipt of and agree to be bound by the terms of this Agreement and the Conditions of Use outlined above.

______________________________ Customer	**Rock Canyon Bank**
______________________________ By (Authorized Signature)	______________________________ By (Authorized Signature)
______________________________ By (Printed Name)	______________________________ By (Printed Name)
______________________________ Title Date	______________________________ Title Date

Rock Canyon Bank
Commercial Internet Banking Resolution

Commercial Customer:____ Account Number:________________

I, ____ the undersigned, hereby certify to Rock Canyon Bank (RCB) that I am the ___________________________________ and designated keeper of the records and minutes
(President, Secretary, Manager, Owner, Partner, Trustee)
of the Commercial Customer identified above; I have full authority to make representations set forth in these Resolutions on behalf of the Commercial Customer; and that the following is a true and correct copy of Resolutions duly adopted by the Board of Directors (if a corporation), Partners (if a partnership), Customers/Managers (if a limited liability company), Proprietor (if proprietorship), or other governing authority of the Commercial Customer at a meeting held on the ______ day of _______________________, 20____ , at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Commercial Customer, and that such Resolutions are in full force and effect and have not been amended or rescinded:

1. Resolved, that the person executing the attached Agreement and Enrollment Form is hereby authorized, on behalf of this Commercial Customer and in its name, to execute and deliver said forms, and to thereby bind the Commercial Customer to RCB's Internet Banking Agreement, as amended from time to time, for the purpose of enabling representatives of this Commercial Customer to obtain account information, perform fund transfers between Commercial Customer's account(s), and/or to make payments from Commercial Customer's account(s) through the use of one or more passwords.

2. Resolved, that each person named on the attached Enrollment Form, acting alone, is hereby authorized to act on the Commercial Customer's behalf in all matters relative to Commercial Customer's passwords, including but not limited to the right to (i) establish additional password IDs on the Commercial Customer's behalf, (ii) terminate or cancel any/all existing passwords, (iii) change the Commercial Customer's account(s) associated with password ID, (iv) change the activity level of an account associated with any password, (v) name additional persons who will have maintenance authority over Commercial Customer's passwords, or terminate the authority of any person with maintenance authority over Commercial Customer's password.

3. Resolved, that the foregoing Resolutions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as RCB is concerned up to one (1) business day after RCB is notified in writing in person or by certified U.S. Postal mail of the revocation of such authority and that the receipt of such notice shall not affect any action taken by RCB prior thereto, and all Internet Banking privileges will be revoked until completion and receipt of a new Resolution; and

4. Resolved, that this authorization supercedes any resolution, signature card or other document currently on file with RCB that limits authority over any specific account or over Commercial Customer's account with RCB. This authorization shall remain in force and effect notwithstanding any subsequent change in such specific or general account resolution, signature card, or related documentation. Any notice sent to RCB of a termination or change with respect to the identity of a Primary Administrator or the authority of any person to use a password must be sent by certified U.S. Postal mail and specifically state that it relates to passwords and must specifically describe the termination or change requested.

In Witness Whereof, and intending to bind the Commercial Customer, I have hereunto subscribed my name as of the date set forth below.

Name: ____ Date: ______________________________

Subscribed and sworn to before me this _______ day of __________________________ , 20________

____ Notary Public for the State of ______________

Residing at ________________________________ My commission expires ______________________

State of ___________________________________)
)SS
County of _________________________________)

(Seal)

Amendment 1, part 1

Rock Canyon Bank

Automated Clearing House (ACH) Services Application

Company Name: ___________________________________ Federal Tax ID Number:_____________

ACH Services Request Information

Establishment of ACH Limits

Due to the nature of and risks associated with ACH transactions, Rock Canyon Bank reviews each ACH Services Request on a case-by-case basis. This review includes:

- Verification of favorable account history with the bank.
- Review of account balances maintained by the Company.
- Review of the nature of anticipated ACH activity to be conducted using the ACH Service.
- Completion by the Company of the attached Automated Clearing House Agreement.

Rock Canyon Bank reserves the right to refuse access to its Online Business Banking ACH functionality where the bank determines undue risk to the bank.

Anticipated Amount of Daily Credit originations (Daily Credit Limit): $____________________

This is the limit for the sum total of credit entries (money OUT of your account) you may request on any given day.
NOTE: This amount may be modified in the future. Increases will be subject to additional review and may not be immediate.

Anticipated Amount of Daily Debit originations (Daily Debit Limit): $ ____________________

This is the limit for the sum total of debit entries (money IN to your account) you may request on any given day.
NOTE: This amount may be modified in the future. Increases will be subject to additional review and may not be immediate.

Nature of ACH Activity to be conducted: (for example, payroll direct deposit, client billing, vendor payment, etc.)

____

____

____

Settlement

By submitting this Agreement, the Company understands it must maintain an account with RCB at all times during the term of this Agreement. The Company further agrees to maintain in the account as of the applicable processing date collected funds sufficient to cover all credit entries initiated by it. This means ACH batch files will be rejected if compensating collected or guaranteed funds sufficient to off-set ACH credit entries are not in the account at the time the batch(es) are processed. The Company authorizes RCB to debit its account at the opening of business on the applicable processing date in the amount of each entry.

_______________________________________	**Rock Canyon Bank**
Customer	
_______________________________________	_______________________________________
By (Authorized Signature)	By (Authorized Officer Signature)
_______________________________________	_______________________________________
By (Printed Name)	By (Printed Name)
_______________________________________	_______________________________________
Title Date	Title Date

Bank Use Only			
Date Received:	Account History: ☐ less than 1 yr ☐ 1 yr or more	RCB ACH Agreement Completed ☐	
	Balance History: 6 Month Avg. Balance: ________________	As of: ________________	
Date Completed:	**ACH Activity Analysis** (attach ACH Activity Analysis Form)	**Daily Credit Limit**	**Daily Debit Limit**
Reviewed By:	ACH Use Granted? ☐ Yes ☐ No		
	☐ See analysis form for limitations		

Amendment 1, part 2

Rock Canyon Bank
Automated Clearing House (ACH) Agreement

This agreement is made this ________ day of ___________________________, 20______ by and between ____(the "Customer") and Rock Canyon Bank (hereafter referred to as "RCB")

The Customer requests that RCB permit it to initiate Automated Clearing House entries to accounts maintained at RCB and other financial institutions by means of the Automated Clearing House (ACH). RCB agrees to do so according to the terms of this Agreement and in accordance with rules published by NACHA, The Electronic Payments Association (hereafter referred to as NACHA).

The Customer and RCB agree as follows:

Rules. The Customer agrees to comply with and be bound by the NACHA Operating Rules (hereafter "Rules") as published and updated from time to time by NACHA and made available in print or electronic form at www.nacha.org. The Customer represents and warrants to RCB that they are familiar with the Rules. RCB agrees to inform the Customer of revisions to the Rules of which RCB has knowledge. However, the Customer bears full responsibility for compliance with the Rules and revisions as may be made from time to time.

Enrollment of Automated Clearing House Payments. The Customer warrants that it is or will be enrolled to use RCB's Online Business Banking system available at www.rockcanyonbank.com. The Customer warrants that all requirements of the ACH system are met; including the generation of pre-notification entries before the first ACH payment is sent, if required by the Rules.

Transmission of Entries. Customer shall submit credit or debit entries to RCB in compliance with the Rules.

Security Measures. The Customer will submit all ACH entries (or ACH entry information) to RCB via the bank's Online Business Banking system. The Customer will ensure all entries conform to the format, content and specifications contained in the Rules. The Customer and RCB will comply with security measures utilized during registration of the Customer-designated Company Administrator and password requirements for the Company Administrator. If the Customer believes or suspects that any Administrator password information has been known or accessed by unauthorized persons, the Customer agrees to notify RCB. The occurrence of unauthorized access will not affect any transfers made in good faith by RCB prior to receipt of such notification and within a reasonable time period to prevent such unauthorized transfers. The Customer authorizes RCB to transmit all entries received by RCB from the Customer in accordance with the terms of this Agreement, and to charge a specified Customer account for the amount of the transmitted ACH payment.

Evidence of Authorization. Customer shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire. Furthermore, these authorizations shall be made available for periodic review or audit by RCB upon request.

Customer Representations and Agreements; Indemnity. With respect to each and every Entry submitted by the Customer, the Customer represents and warrants to RCB, and agrees that:

(a) Each person or business shown as the Receiver on an Entry received by RCB from the Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry;

(b) Such authorization is operative at the time of transmittal of crediting or debiting by RCB as provided herein;

(c) The Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC; and

(d) The Customer shall be bound by and comply with the Rules as in effect from time to time including without limitation the provision making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. The Customer specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited or debited and the Customer shall not be deemed to have paid the Receiver the amount of the Entry. The Customer shall indemnify RCB against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

Financial Institution Obligations. RCB shall transmit Entries to the ACH by the deadline of the ACH one business day prior to the Effective Entry Date shown in such Entries, provided such Entries are received by 4:00 p.m. (Mountain Time) on a business day, the Effective Date is at least one day after such business day, and the ACH and RCB are open for business on such business day.

Warranties. The Customer warrants to RCB all warranties RCB is deemed by the Rules to make with respect to entries originated by the Customer. Without limiting the foregoing, the Customer further warrants and agrees that:

(a) Each ACH payment entry is accurate, timely, and all required payments are included;

(b) The Customer will comply with the terms of the Uniform Commercial Code, Article 4A, if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. The Customer shall indemnify RCB against any loss, liability or expense (including attorneys' fees and expenses and IRS penalties) resulting from or arising out of any breach of any of the foregoing warranties or agreements including any fines assessed against RCB for a rules violation caused by the Customer.

Settlement. The Customer will maintain an account in good standing with RCB at all times during the term of this Agreement. The Customer will maintain in the account as of the applicable processing date collected funds sufficient to cover all credit entries initiated by it. The Customer authorizes RCB to debit its account at the opening of business on the applicable processing date in the amount of each entry.

Cancellation or Amendment. The Customer shall have no right to cancel or amend any entry or file after its receipt by RCB. However, RCB shall use reasonable efforts to act on a request by the Customer to cancel an entry or file before transmitting it to the Automated Clearing House. Any such request shall comply with the security measures previously described in the Agreement. RCB shall have no liability if it fails to effect the cancellation.

Rejection of Entries. RCB shall reject any entry with this Agreement and may reject any entry if the Customer is not otherwise in compliance with the terms of the Agreement and NACHA Operating Rules. RCB shall notify the Customer by e-mail or voice call of such rejection no later than the business day such entry would otherwise have been transmitted by RCB to the Automated Clearing House.

Notice of Returned Entries. RCB shall notify the Customer by e-mail or voice call of the receipt of a returned entry from the ACH no later than one business day after the business day of such receipt by RCB. RCB shall have no obligation to re-transmit a returned entry if RCB complied with the terms of this Agreement with respect to the original entry. The Customer agrees to be bound by and comply with the Rules, including limitations placed on repeated initiation of items returned due to non-sufficient funds (NSF), and warrants Customer will submit entries returned due to NSF no more than twice per NSF return notice in accordance with the Rules.

Reversals. Reversal entries are allowed in compliance with the Rules.

Periodic Statement. The periodic statement issued by RCB for the Customer's account will reflect entries credited and debited to the Customer's account. The Customer agrees to notify RCB within a reasonable time not to exceed thirty (30) days after the Customer receives a periodic statement of any discrepancy between the Customer's records and the information on the periodic statement.

Fees. RCB may charge fees from time to time upon notice to the Customer. The Customer agrees to pay RCB for services provided under the Agreement in accordance with the schedule of fees described on RCB's website or available at RCB office locations.

Liability. RCB shall be responsible only for performing the services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall RCB have any liability for any consequential, special, punitive or indirect loss or damage, which the Customer may incur or suffer in connection with this Agreement.

Amendments and Notice. From time to time RCB may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of this Agreement. Such amendments shall become effective according to the terms described in *Rock Canyon Bank's Online Business Banking Agreement and Terms of Use*, or such later date as may be stated in RCB's notice to Customer.

Miscellaneous. RCB may amend the terms of the Agreement from time to time by notice to the Customer. Either party may terminate this Agreement upon ten (10) days written notice to the other. RCB shall have no obligation to transmit entries if the Customer is in default of any of its obligations under this Agreement, including its obligation to pay RCB for each credit entry. RCB shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth on this Agreement or on related Customer account documentation.

Termination. Rock Canyon Bank reserves the right to terminate Customer's use of the ACH Services at time and for any reason. RCB will notify the Customer of the termination of services at the time access is revoked. The Customer may also terminate this service at any time for any reason if such request is made in writing by an authorized Customer representative and submitted to RCB. RCB will exercise ordinary care in fulfilling termination requests. Such requests may be effective on the business day the request is received by the bank, but may take as many as five business days to be processed.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. The Customer acknowledges it may not initiate entries that violate United States laws.

______________________________	**Rock Canyon Bank**
Customer	
______________________________	______________________________
By (Authorized Signature)	By (Authorized Signature)
______________________________	______________________________
By (Printed Name)	By (Printed Name)
______________________________	______________________________
Title Date	Title Date

A word about ACH transactions:

ACH transactions are not guaranteed funds. ACH transactions are simply pre-authorized transfers of money by electronic means instead of by paper check. Debit entries (money IN to the originating Company's account) can be returned for a number of reasons—similar to a traditional check. The most common reasons for ACH returns are: Insufficient Funds, Account Closed, No Account/Unable to Locate, and Invalid Account Number. Therefore, credit entries (money OUT of the originating Company's account) must be backed by sufficient funds to ensure processing. The bank may reject an entire ACH batch if there are not sufficient collected or guaranteed funds in the originating Company's account to cover credit entries initiated by the Company. Due to the nature of ACH transactions, the bank is obligated to protect its customers and itself from undue transaction risks related to ACH activity that may arise from time to time. The procedures outlined below are intended to mitigate these risks.

ACH File Processing Procedures – Company

(a) The Company obtains authorization from the employee, client, or vendor to conduct electronic transfers between the Company and the deposit or withdrawal account of the employee, client, or vendor. The Company maintains this agreement according to NACHA rules, but makes it available to the bank, if requested, for auditing and verification purposes. (NACHA is the Electronic Payments Association that governs ACH activity in the U.S.) This agreement should contain legally acceptable verbiage sufficient to authorize and conduct the transfer. At a minimum the authorization must include:

- The account holder's name
- The account number
- The routing transit number of the financial institution where the account is held
- A statement indicating the named account holder authorizes the Company to electronically transfer funds into or from the account specified
- The signature of the named account holder (or the signature of an authorized signer of the named account holder if a business)

The authorization may also include additional contractual arrangements between the Company and the employee, client, or vendor. These may address the timing or duration of the transfer(s), and each party's obligation in the event an ACH transfer is returned. Other contingency measures may also be included—so long as no part of the authorization violates NACHA rules or other laws. (For a complete listing of NACHA rules visit www.nacha.org.)

(b) The Company initiates ACH transfers in the Bank's Business Banking system. The Company should not initiate any ACH transfer for which there is no completed authorization form. The Company shall issue an ACH pre-note through the Business Banking system prior to initiating an actual transfer. This is done according to NACHA rules and is designed to verify account information provided by the employee, client, or vendor is correct. Furthermore, Company shall have sufficient collected funds in the funding account to cover any monies being moved out (ACH file credit entries) to the receiving party (or parties).

(c) An authorized Company employee reviews initiated ACH transfer(s) for accuracy and approval. The authorized Company employee also reviews Company account(s) to ensure sufficient funds are collected in the account(s) to cover the transfer(s). If sufficient funds are collected, or if guaranteed funds will be deposited into the account(s) prior to file processing, Company approves the ACH batch or batches and they are queued for download by the bank. If compensating funds are not collected, Company shall first obtain and deposit into their Rock Canyon Bank account guaranteed funds sufficient to off-set the ACH transfer(s). Company shall have no expectation that the bank will process batch files for which there exists no collected compensating balance. ACH Batch files must be initiated no later than 4:00 p.m. the day prior to the file effective date to be processed properly. However, batch files may be initiated up to 30 days in advance and will remain in the ACH file queue until the actual effective date included in the batch file.

ACH File Processing Procedures – Bank

(a) Designated Bank OBB administrator is notified via automatic email that an ACH batch file has been queued for processing in the OBB system.

(b) Designated Bank OBB administrator logs-in to OBB system to review submitted batch file. If effective date of file qualifies file to be processed on the current business day, the OBB administrator memo-posts a debit to Company's account for amount of ACH batch file credit entries. If a collected compensating balance is not in the affected account, the OBB administrator contacts the Company to inform them of the situation. The Company is responsible to obtain guaranteed funds prior to batch file download and processing to ensure the batch files will be downloaded and processed. The memo debit will remain in place until the file is processed. (Steps (a) and (b) should be completed for all ACH batch files on a daily basis.)

(c) Shortly after 4:00 p.m. each business day, designated Bank Business Banking administrator logs-in to review ACH batch files to be downloaded and processed.

(d) Bank Business Banking administrator reviews queued batch files to determine which files to download according to effective date.

(e) ACH batch file details are reviewed to determine if compensating collected or guaranteed funds are in the affected Company account sufficient to off-set batch file credit entries. Exceptions are reported to the Operations Officer or designate for further review by Senior Management or designated Officer. Company is notified of situation.

(f) Batches are not downloaded if the Company does not have collected or guaranteed funds sufficient to process the file in its account, or for which Bank Officer approval has not been given. The initiating Company is notified of the situation. It is the Company's responsibility to obtain guaranteed funds prior to download and processing, or to request the bank delete the batch or batches not approved for final processing. If compensating guaranteed funds are not received by 4:30 p.m., the bank will delete any unapproved batches and the Company must submit a new ACH batch file for processing with a new effective date.

(g) Verified and approved batches are downloaded from the Business Banking system for processing. It is important to note that once the ACH batch debit and credit entries are sent they cannot be retracted.