

**ACH ORIGINATION
CASH MANAGEMENT
AGREEMENT**

This agreement is made this _____ (day) of _____ (month) _____ (year), by and between: _____ (“The Company”) and **Bankcda** (“The Financial Institution”).

The company has requested that the financial institution permit it to initiate electronic signals for paperless entries through the financial institution to accounts maintained at the financial institution and at other financial institutions, by means of Automated Clearing House (“ACH”). The financial institution has agreed to do so on the terms of the agreement.

Now, therefore, the company and the financial institution agree as follows:

1. Rules

The company agrees to comply with and be bound by the NACHA Rules. The company will not make any entries that violate the laws of the United States. See Attachment 1

2. Transmission of Entries: Security Procedures

The company will transmit all debit/credit entries to the financial institution at the location, on or before the deadlines, described on Attachment 1 to the agreement. The company will confirm all entries to the format, content and specifications contained in the rules, except as provided with the security procedures described in Attachment 1 to the agreement. The company authorized the financial institution to transmit all entries received by the institution from the company in accordance with the terms of the agreement and to credit/debit entries of the specified account.

3. Financial Institution Obligations

In a timely manner and in accordance with the rules, the financial institution will process, transmit, and settle for the entries received from the company, which comply with the terms of the agreement, including security procedures.

4. Warranties

The company warrants to the financial institution all warranties the financial institution is deemed by the rules to make with respect to entries originated by the company. Without limiting the foregoing, the company warrants and agrees that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited/debited and otherwise complies with the rules; (b) each debit entry is for a sum which, on the settlement date with respect to it, will be owed to the company from the party whose account will be debited, is for a sum specified by such party to be paid to the company, or is a correction of a previously transmitted erroneous credit; (c) the company has complied with all pre-notification requirements of the rules; (d) the company will comply with the terms of the

Electronic Funds Transfer Act if applicable, or Uniform Commercial Code Article 4A (UCC4A) if applicable and shall otherwise perform its obligations under this agreement in accordance with all applicable laws and regulations. The company will retain the original or copy of the customer authorization record as required by the rules for a period on not less than two (2) years after termination or revocation of such authorization and will, upon request of the financial institution, furnish such original or copy to the financial institution. The company shall indemnify the financial institution against any loss, liability or expense (including attorney's fees expenses) resulting from or arising out of any breach of any or of the foregoing warranties or agreements.

5. Provisional Credit

The Company acknowledges that the rules make provisional any credit given for any entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the entry shall not be deemed to have paid the party.

6. Settlement

The company will maintain an account with the financial institution at all times during the term of the agreement. The company will maintain in the account as of the applicable transaction date immediately available funds sufficient to cover all credit entries initiated by it. The company authorizes the financial institution to debit its account on the applicable transactions date in the amount of each entry. If needed, the financial institution will suspense amounts, from the company account, required to be available at settlement of the transactions.

7. Cancellation or Amendment

The company shall have no right to cancel or amend any entry/file after its receipt by the financial institution. However, the financial institution shall use reasonable efforts to act on a request by the company to cancel an entry/file before transmitting it to the FRB or crediting an on-us entry. Any such request shall comply with the security procedures described in Attachment 1 to the agreement. The financial institution shall have no liability if it fails to effect the cancellation. If the company discovers that any entry it has initiated was in error, it may notify the bank of such error and the bank will utilize its best effort on behalf of the company, consistent with the rules, to correct the entry.

8. Rejection of Entries

The financial institution shall reject any entry, including an on-us entry, which does not comply with the requirement of Section 1 of the Agreement and may reject any entry if the company is not otherwise in compliance with the terms of the agreement. The financial institution shall notify the company by telephone of such rejection not later than the business day such entry would otherwise have been transmitted by the financial institution to the FRB, or in the case of an on-us entry, its effective entry date. The financial institution shall have no liability to the company by reason of the rejection of any entry or the fact that such

notice is not given at an earlier time than that provided for herein, the financial institution shall retain the right to reject any on-us transaction for any valid reason such as but not limited to insufficient funds or revoked authorization.

9. Notice of Returned Entries

The financial institution shall notify the company by telephone or fax of the receipt of a returned entry from the ACH no later than one business day after the business day of such receipt. The financial institution shall have no obligation to retransmit a returned entry if the financial institution complied with the terms of this agreement with respect to the original entry. If a customer of the company returns any transaction, then it is the company's responsibility to collect any funds that are owed. The financial institution has no obligation to originate where authorization has been revoked.

10. Reversals

The company may initiate a reversing entry or file of entries as permitted by the rules.

11. Periodic Statement

The periodic statement issued by the financial institution for the company's account will reflect entries credited/debited to the company's account. The company agrees to notify the financial institution within reasonable time not to exceed (15) days after the company receives a periodic statement of any discrepancy between the company's records and the information in the period statement.

12. Fees

The company agrees to pay the financial institution for services provided under the agreement in accordance with the schedule of charges attached to this agreement as Attachment 3. The financial institution may change its fees from time to time upon notice to the company.

13. Liability

(a) The financial institution shall be responsible only for performing the services expressly provided for in the agreement and shall be liable only for its negligence in performing those services. The financial institution shall not be responsible for the company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorizations of any entry received from the company) or those of any other person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any receiver or receiving depository financial institution (including without limitation the return of an entry by such receiver or receiving depository financial institution), and no such person shall be deemed the financial institution's agent. The company agrees to indemnify the financial institution against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person

that the financial institution is responsible of any act or omission of the company or any other person described in this section 13(a).

(b) In no event shall the financial institution be liable for any consequential, special, punitive or indirect loss or damage which the company may incur or suffer in connection with agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the financial institution's acts or omissions pursuant to this agreement.

(c) Without limiting the generality of the foregoing provisions, the financial institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the financial institution's control. In addition, the financial institution shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in the financial institution having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the financial institution's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. Government regulatory authority.

(d) Subject to the foregoing limitations, the financial institution's liability for loss shall be limited to general monetary damages not to exceed the total amount paid by the company for the affected ACH service, as performed by the financial institution under this agreement for the preceding 30 calendar days. In no event shall the financial institution be liable for any consequential, special, or indirect loss or damage which company may incur or suffer in connection with agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting the bank's act or omissions pursuant to this agreement.

14. Inconsistency of Name and Account Number

The company acknowledges that, if any entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the name receiver.

15. Data Retention

The company shall retain data on file adequate to permit remaking of entries for two (2) years following the date of their transmittal to the financial institution as provided herein and shall provide such date to the financial institution upon its request.

16. Termination

Customer may terminate this Agreement at any time and without cause by tendering to financial institution an authenticated writing requesting termination. Such termination shall be effective on the second business day following the day the financial institution's receipt of written notice of such termination or such later date as is specified in that notice. The

financial institution may terminate the Agreement at any time and without cause upon tendering an authenticated notice to the Customer. The financial institution may also terminate this Agreement immediately if customer violates any other agreement between Customer and financial institution, including without limitation, any account agreement of the financial institution Online Business User Agreement, the NACHA rules of if the Customer or financial institution closes the account. Any termination of the Agreement shall not affect any of the financial institutions rights and Customer's obligations with respect to entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by financial institution prior to termination, or any other obligations that survive termination of the Agreement.

17. Authority to Audit ACH Origination Activity.

Customer shall allow financial institution access to premises where ACH Origination activity takes place to review security practices, authorization files and any other paper or process that relates to ACH Origination. Audits shall be scheduled with consideration of staffing availability and convenience.

18. Entire Agreement

This agreement (including the schedule attached hereto), together with the account agreement, is the complete and exclusive statement of the agreement between the financial institution and the company with respect to the subject matter hereof and supersedes any prior agreement(s) between the financial institution and the company with respect to such subject matter. In the event of any inconsistency between the terms of this agreement and the account agreement, the terms of this agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this agreement would result in a violation of any present or future statute, regulation, or government policy to which the financial institution is subject and which governs or affects the transactions contemplated by this agreement, then this agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy and the financial institution shall incur no liability to the company as a result of such violation or amendment.

19. Non-Assignment

The company may not assign the agreement or any of the rights or duties thereunder to any person without the financial institution's prior written consent.

20. Binding Agreement Benefit

This agreement shall be binding upon and insure to the benefit of the parties hereto and there respective legal representatives, successors. This agreement is not for the benefit of any other person, and not other person shall have any right against the financial institution or the company thereunder.

21. Headings

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

22. Governing Law

This agreement shall be construed in accordance with and governed by the laws of the State of Idaho and the NACHA rules.

I agree to the terms of the ACH Origination/ Cash Management Agreement.

Company

Company Name: _____

Authorized Signer: _____

Authorized Signature: _____

Title: _____

bankcda

Employee Name: _____

Signature: _____

Title: _____

APPROVED ACH Limit: _____

Approving Officer Name: _____

Approving Officer Signature: _____

Date: _____

ATTACHMENT 1

Rules

The company may contact the bank to assist with ordering a copy of the NACHA Rules Book/CD via the NACHA website – www.nacha.org. The rules book is updated annually.

Security Procedures

The financial institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative, and any such communication shall be deemed to have been signed by such person.

Personal Computer File Transmission

The company's authorized representative will access the ACH system by utilizing the prearranged log on procedures, user ID and password. The company is responsible for operator security procedures. The company is solely responsible for access by its employees of the files.

The company is solely responsible for the accurate creation, modification, and deletion of the account information. The company agrees to comply with written procedures provided by the financial institution for the creation, maintenance, and initiation of money transfers.

Delivery & Cutoff

All files must be received 48 hours in advance of the settlement date. Entries must be received prior to 1:00pm to be processed same day.

Type of ACH Origination

The company can only originate PPD (Prearranged Payment and Deposit) entries.

ATTACHMENT 2

ACH AUTHORIZED SIGNATURE FORM

Date _____

Originating Entity Name _____

The _____ signatures below are the signatures of employees granted authorization with full authority to transmit ACH files.

NAME OF USER	SIGNATURE	TOKEN ISSUED

Authorized Name

Authorized Signature

Date

ATTACHMENT 3

Fee Schedule

Monthly Maintenance	\$ 0.00
Per Transmission of File	\$ 15.00
Per Transaction Originated	\$ 0.00
Return Items	\$ 0.00
Notification of Change	\$ 0.00