

## Remote Deposit Capture (RDC) Agreement

\_\_\_\_\_ (hereinafter referred to as “Customer”) has requested that American Bank and Trust Company, N.A., a national association chartered bank organized under the laws of the United States of America and maintaining a head office at 4301 E. 53<sup>rd</sup> Street, Davenport, Iowa 52807-3861 (hereinafter referred to as “AB&T”) permit Customer to initiate deposit entries to Accounts maintained at AB&T by means of the Remote Deposit Capture product (hereinafter referred to as “RDC”).

Capitalized terms used in this Agreement are defined in the Glossary or in the sections in which they are used. This Agreement sets out Customer’s rights, responsibilities and obligations and AB&T’s rights, responsibilities and obligations with respect to this Service which AB&T may provide to Customer from time to time. In consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and AB&T agree as follows:

### 1. Check Imaging and Deposit Process.

RDC is an AB&T electronic service accessed by Customer through the Internet and technically supported by a third-party data processor as generally described herein:

- a. **Check Imaging.** Customer will use imaging equipment specified by AB&T to scan paper checks to create an image cash letter file to send to AB&T. Customer agrees to acquire and configure the necessary equipment, compatible workstation operating system, and Internet browser according to the requirements of AB&T, as well as provide sufficiently robust and secure telecommunications services to connect to the third-party web-hosted application system supporting AB&T’s RDC. Customer is responsible for the image quality of all items transmitted to AB&T for processing. In the event that Customer transmits an image of an item that cannot be further processed by AB&T due to the poor quality of the image, as determined by standards generally followed by United States financial institutions, AB&T shall not be responsible for any delay in the processing or presentment of the item. Images captured will be transmitted to AB&T, processed by AB&T, and then sent to the Federal Reserve Bank and/or a correspondent check clearing network, enabling Customer to clear Customer’s periodic check deposits electronically as images, instead of physically transporting the checks to a AB&T office. When necessary, AB&T will prepare “Substitute Checks”, also known as Image Replacement Documents (“IRD”), to facilitate the deposit and collection of Customer’s items. In connection with the use of this process, images received for deposit by the Business Day Cut Off time established by AB&T (see Delivery Specifications in Appendix A) will be treated as same day deposits. Images received for deposit after the cutoff time will be treated as next banking day deposits. Images from Customer transmitted on a non-business day such as Saturday, Sunday, or a Federal holiday observance (see Appendix A) will be processed by AB&T as next business day deposits.

2. **Provision of RDC Services.** AB&T has the right to determine, in its sole discretion, the nature and extent of the RDC services (the “Service”) to be provided. The Service is the sole

property of AB&T, and Customer has no rights to the Service, or any other property of AB&T or its suppliers, other than those expressly granted under this Agreement.

- 3. United States Laws and Regulations.** Customer shall comply in all material respects with the body of law commonly known as "Check 21." Further, Customer agrees and acknowledges that it will not generate transactions that violate the laws or regulations of the United States. This includes, but is not limited to, sanction laws administered by the Office of Foreign Assets Control ("OFAC"). It shall be the responsibility of Customer to obtain information regarding such OFAC enforced sanctions. This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's web site at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac).
- 4. Designation of Customer Administrator for RDC.** In authorizing and designating an Administrator for RDC, Customer acknowledges and affirms to AB&T that AB&T can accept and act upon the designated Administrator's instructions establishing and maintaining the Service for use by Customer. Such instructions shall include, but are not limited to, establishing, maintaining, temporarily suspending, and/or terminating individuals who may originate, view, and/or verify deposited items and the corresponding deposit form (paper or virtual) originated through the Service to AB&T for Customer's Account(s). Customer shall develop whatever methodologies and procedures it deems appropriate for its particular operations environment to address information security recommendations and internal control considerations, and shall familiarize all individuals who may originate, view, and/or verify deposited items and the corresponding deposit form (paper or virtual) originated through the Service.
- 5. Eligible Items.** Customer agrees that all items deposited are (a) drawn on a financial institution within the United States of America, excluding its territories, (b) payable in a sum certain of United States currency, and (c) are properly payable in accordance with applicable law, including Articles 3 and 4 of the Uniform Commercial Code. In addition, items must not be drawn on Customer or affiliates of Customer unless Customer has obtained advance written permission from an AB&T authorized employee subsequent to the employees review of the specific circumstances associated with Customer's advance request. The availability of funds represented by any deposited item and any requirements regarding final payment and collected funds shall be governed by AB&T's Terms and Conditions Governing Customer's Deposit Account relationship with AB&T and applicable laws and regulations, including Federal Reserve Board Regulation CC. At AB&T's request, Customer shall maintain reserves in an account maintained at AB&T to cover any charges, costs, expenses, or losses incurred by AB&T in connection with the Services. AB&T shall communicate to Customer from time to time the amount of reserves AB&T shall require, if any, in connection with the Services.
- 6. Hardware and Software.** Customer shall purchase from AB&T the scanner necessary to use RDC unless Customer already possesses a scanner certified as compatible by the third-party vendor supporting the system AB&T uses. AB&T makes no warranties of merchantability or fitness for a particular purpose or any other warranty, express or implied, on or regarding the equipment acquired and possessed by Customer. Manufacturer's warranties may

accompany the equipment and if the equipment fails while under these warranties, Customer will contact the equipment manufacturer directly. AB&T is not responsible for any errors or failures relating to any malfunction associated with the scanner equipment or any computer virus, malware, or related problems that may be associated with the use of the equipment. AB&T has the right, at its own discretion, from time to time to make changes to RDC that may result in equipment becoming no longer compatible with the Service. AB&T will have no obligation to update or replace any equipment purchased by Customer. AB&T, however, will notify Customer when such a change will occur as far in advance as administratively feasible in order for Customer to replace the equipment in use with compatible equipment. Customer shall configure its own hardware and software required to support the use of RDC.

- 7. Retention and Destruction of Items.** Customer will retain any original check that has been deposited via RDC for a minimum time period of three (3) months and a maximum time period of six (6) months subsequent to the date of first deposit to Customer's account in order to verify settlement and credit, as well as support transaction investigations and reconstructions. After this retention period, Customer will destroy and dispose of original checks using a shred destruction, incineration destruction, third-party certified document destruction, or other comparable destruction method that assures confidentiality of non-public information and the inability to present the negotiated original document for duplicate payment. Until destroyed, the Service's processed original checks shall be retained by Customer in a locked file or other comparable restricted access storage arrangement to mitigate the risk of theft, reproduction, unauthorized use, or third-party consumer identity theft impacting Customer's clients.

When Customer uses RDC, the Service creates reports, which are electronically accessible to Customer for a period of forty-five (45) days subsequent to the date of reported RDC activity.

- 8. Warranties and Covenants; Indemnity.** Customer hereby represents, warrants and covenants to AB&T the following:
- a. Only acceptable items will be deposited and Customer certifies that no items have been altered;
  - b. Original items being imaged are made payable to Customer;
  - c. Images meet the quality standards set by AB&T;
  - d. No duplicate items or files will be submitted for processing;
  - e. The original check will not be deposited after it has been imaged for deposit;
  - f. AB&T will not sustain a loss if Customer has deposited an image;
  - g. All information provided by Customer to AB&T is accurate and true;
  - h. Files submitted to AB&T do not contain viruses;
  - i. Customer has complied with all applicable rules, regulations and laws;
  - j. Customer indemnifies AB&T from any breach of the warranty provision; and
  - k. Use of the Service by Customer will be for business purposes only and no deposit or other transaction will be made for consumer purposes.

Customer hereby agrees to indemnify and hold harmless AB&T for any loss, cost, expense, action or cause of action arising from or related to the Services described in this Agreement, regardless

of whether such loss, cost, expense, action, or cause of action is asserted by any client of Customer or any other third party.

9. **Contingency.** In the event Customer cannot use RDC to process its items for deposit (unable to capture or transmit items), then Customer may deliver the original items to the nearest branch location of AB&T or send via overnight delivery at Customer's expense the deposit to a branch location.
10. **Returned Items.** AB&T shall provide Notice to Customer of the receipt of a returned imaged check and associated charge-back of the item by mail to Customer. AB&T shall have no obligation to re-transmit any returned item.
11. **Fees.** Customer authorizes AB&T to debit Customer's designated Account for Services provided under the Agreement. In providing Services to Customer, AB&T may incur expenses through third party vendors not under the direct control of AB&T, and AB&T may pass through such expenses to Customer via AB&T's periodic debit entry to Customer's Account. AB&T may change its fees from time to time upon written advance notice to Customer in advance of the effective date of the new or changed fees.
12. **AB&T Limitations of Liability.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, AB&T WILL NOT BE LIABLE TO CUSTOMER OR RESPONSIBLE FOR ANY DAMAGES WHATSOEVER ARISING IN CONNECTION WITH RELIANCE ON THE INTERNET, A FAILURE OF THE COMMUNICATIONS NETWORK, THE EQUIPMENT, OR IN CONNECTION WITH ANY EVENT BEYOND AB&T'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO TRANSMISSION FAILURES, FAILURE TO MAINTAIN BATCH FILES RECEIVED FROM CUSTOMER, THE CREATION OF CHECK IMAGES FROM BATCH FILES SUBMITTED BY CUSTOMER OR TRANSMISSION OR PROCESSING ERRORS DURING IMAGE EXCHANGE TRANSACTIONS. IN NO EVENT SHALL AB&T BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, COSTS, EXPENSES OR LOSSES (INCLUDING WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS OR BUSINESS OPERATION LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, NOR, EXCEPT AS EXPRESSLY PERMITTED HEREIN, SHALL AB&T BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES THAT AB&T, ITS AFFILIATES, AGENTS AND SUBCONTRACTORS, AND EACH OF ITS PARTNERS, PRINCIPALS OR OTHER PERSONNEL, SHALL NOT BE LIABLE FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES IN ANY WAY ARISING OUT OF OR RELATING TO THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES HEREUNDER, EVEN IF AB&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY CUSTOMER, BUT ONLY TO THE EXTENT THAT SUCH DAMAGES ARE THE DIRECT RESULT OF AB&T'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND, IN SUCH CASES, FOR AN AGGREGATE

AMOUNT NOT IN EXCESS OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY CUSTOMER FOR RDC FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO CUSTOMER'S CLAIM.

IN THE PERFORMANCE OF THE SERVICES PURSUANT TO THIS AGREEMENT, AB&T SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY CUSTOMER PURSUANT TO THIS AGREEMENT, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. AB&T SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT, THE SERVICES ASSOCIATED WITH RDC ARE BEING PROVIDED BY AB&T ON AN "AS IS" BASIS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF SAID SERVICES SHALL BE AT CUSTOMER'S SOLE RISK, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, AB&T DOES NOT WARRANT THAT THE RDC SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF RDC. AB&T DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, SUITABILITY, SYSTEM INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE FOR AB&T, UPON RECEIPT OF WRITTEN NOTICE, TO USE DILIGENT EFFORTS TO CURE SUCH BREACH, OR, FAILING ANY SUCH CURE IN A REASONABLE PERIOD OF TIME, THE RETURN OF ALL FEES ACTUALLY PAID BY CLIENT TO AB&T HEREUNDER WITH RESPECT TO THE SPECIFIC SERVICES GIVING RISE TO SUCH BREACH. CUSTOMER HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT OR SERVICES AND THIS AGREEMENT.

Under no circumstance shall AB&T and/or its third party providers be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with RDC, the creation of image replacement documents (each, an "IRD"), or processing during the image exchange process that is caused by interruption of telephone, facsimile or communication facilities, delay in transportation, power surges or failures, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, earthquake, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Customer or any third party, strikes or lockouts, emergency conditions, riots, war, events of terrorism, acts of government, legal constraints, acts of God or other circumstances which are unavoidable or beyond our control. Similarly, AB&T and/or its third-party providers will not be liable for failure to perform obligations in connection with RDC if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority.

No action, regardless of form, arising under or relating to this Agreement, may be brought by either party more than one (1) year after the cause of action has occurred.

**13. Indemnification.** Customer will indemnify and hold harmless AB&T and each of its directors, officers, employees, agents, successors and assigns (individually, an "AB&T Indemnified Party")

and collectively the “AB&T Indemnified Parties”) from and against all liability, claims, loss, lien, costs, debt, expenses and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against an AB&T Indemnified Party arising out of this Agreement by reason of any acts or omissions of Customer or any third party. This includes the period of time whereby items may be in transit processing as images prior to an IRD being produced in the case of the Check21 clearing. Customer will reimburse and indemnify the AB&T Indemnified Parties for all loss, damage and expenses, including reasonable attorneys' fees, incurred in defending transactions involving invalid or fraudulent Checks and Check Images. This indemnification shall survive the termination of this Agreement as to matters that occurred during its term. AB&T 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 AB&T have any liability for any consequential, special, punitive, or indirect loss or damage which Customer may incur or suffer in connection with this Agreement. In addition, AB&T 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 communications facilities, equipment failure, war, emergency conditions, or other conditions beyond AB&T's control. AB&T shall not be held liable for any failure of a third party to process, credit, or debit any transaction, or for other acts of omission. Without limiting any other statements or provisions in this Paragraph, Customer shall also be liable for all fines levied against AB&T by the National Automated Clearing House Association (“NACHA”) for any violation of the Rules arising from Customer's intentional misconduct or negligence.

**14. Notice.** Notice to any party of this Agreement shall be in writing and shall be mailed by the originating party via the United States Postal Service using First Class or Priority Class service to the receiving party's mailing address:

To AB&T: American Bank and Trust Company, N.A.  
Attn: eBanking Services Department  
4301 E 53<sup>rd</sup> Street  
Davenport, IA 52807

**15. Amendments to Agreement.** From time to time AB&T may amend any of the terms and conditions contained in this Agreement, including without limitation, any Cut Off Time, any Business Day, or any part of Appendixes A through E attached hereto. Such amendments shall become effective upon written notice to Customer or such later date as may be stated in AB&T's notice to Customer.

**16. Termination of Agreement.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon ten (10) calendar days written notice to the other; provided however that AB&T may terminate this Agreement immediately upon its determination that Customer is in breach of this Agreement or in violation of the rules, regulations or applicable laws or if Customer initiates any bankruptcy proceeding or is otherwise declared insolvent. Any termination of this Agreement shall not affect any of AB&T's rights or Customer's obligations with respect to any Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by AB&T prior to termination, or any other obligations that survive termination of this Agreement. Customer's obligation with respect

to any item shall survive termination of this Agreement until any applicable statute of limitation has elapsed.

**17. Performance Standards.** This Agreement, together with the Account Agreement sets forth the performance standards under which Customer agrees to process or convert items for deposit to any of Customer's Accounts. Customer agrees that the laws and regulations referenced in this Agreement and the Account Agreement, including Articles 3 and 4 of the Uniform Commercial Code, and the NACHA Rules (if and when applicable), shall supplement the terms of this Agreement and shall establish performance standards related to presentment, collection, return and payment of items and shall be deemed to be a part of this Agreement for all purposes.

**18. Miscellaneous.** This Agreement, including the Glossary and Appendixes A through B, supersedes any prior agreement(s) between AB&T and Customer with respect to RDC Remote Deposit Capture and related Service subject matters. Customer may not assign this Agreement or any of the rights or duties hereunder without AB&T's prior written consent. AB&T may waive enforcement of any provision of this Agreement. Any such waiver shall not affect AB&T's rights with respect to any other transaction or modify the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against AB&T or Customer hereunder. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. AB&T 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 in this Agreement and the implementation process and forms. This Agreement shall be governed by and construed in accordance with the laws of the state in which an office of AB&T has been assigned to maintain Customer's Accounts, without reference to its conflicts of law's provisions, and applicable federal law. This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties.

## Glossary

“*Account*” means a demand deposit account or other deposit account Customer has with AB&T that AB&T permits to be linked to Service.

“*Account Agreement*” means any agreement executed or otherwise in effect between Customer and AB&T covering rights, obligations, responsibilities and standards applicable to any Account or other deposit accounts owned by Customer at AB&T including, but not limited to; checking, savings, and other deposit account agreements, the Terms and Conditions appearing on Signature Card forms signed by the Customer for deposit accounts at AB&T, and Terms and Conditions of Customer’s Account provided in the *All About Your Deposit Account* brochure or comparable form.

“*ACH*” or “*ACH Network*” means the funds transfer system (network) governed by the National Automated Clearing House Association (“NACHA”) Rules which provides for the inter-financial institution clearing of electronic entries for participating financial institutions.

“*ACH Return Entry*” means any item which cannot be processed and is being returned by the RDFI to the ODFI for correction or re-initiation.

“*Administrator*” means the individual (agent, employee, or self) authorized by Customer to perform the Customer’s administrative actions necessary to establish and maintain Customer’s use of the Service.

“*Agreement*” means the Agreement for RDC Remote Deposit Capture, which may change from time to time. All references to Agreement include all Appendixes, Addendums, and User Guides AB&T provides to Customer from time to time.

“*Business Day*” means any Monday, Tuesday, Wednesday, Thursday, or Friday calendar day that is not observed in the United States of America as a Federal holiday by the Federal Reserve System.

“*Check 21*” means The Check Clearing for the 21st Century Act (or Check 21 Act). The law allows the recipient of a paper check to create a digital version, thereby eliminating the need for further handling of the physical document.

“*Check Conversion*” means the processes of converting a source document (a paper check) to an ACH debit or ATM (Automated Teller Machine)/POS (Point of Sale) debit. Check conversion is different from check truncation, which is facilitated by the Check 21 Act. When a check is truncated, the transaction remains subject to check law. When a check is converted to an ACH debit, the NACHA Rules apply.

“*Cut Off Time*” means the AB&T designated time in the Central Time zone of the United States of America by which RDC transactions submitted via transmission over the Internet by Customer must be received by AB&T in order to have been considered made by Customer on that Business Day.



“*NACHA Rules*” mean the National Automated Clearing House Association (NACHA) Operating Rules which provide a complete guide to the Rules and Regulations governing the ACH Network. The Service does not presently use the ACH Network for the forward presentment of Customer’s deposited items.

“*ODFI or Originating Depository Financial Institution*” means financial institutions that originate ACH transactions on behalf of its customers. ODFI’s must also abide by the NACHA Operating Rules.

“*OFAC*” means Office of Foreign Assets Control within the Department of the Treasury that administers and enforces economic and trade sanctions against targeted foreign countries, terrorism sponsoring organizations and international narcotics traffickers based on U.S. foreign policy and national security goals. OFAC blocks assets of foreign countries subject to economic sanctions, controls participation by U.S. persons, including foreign subsidiaries, in transactions with specific countries or nationals of such countries, and administers embargoes on certain countries or areas of countries.

“*Password*” means confidential, unique personal numbers, codes, marks, signs, public keys or other information composed of a string of characters (alpha, numeric, and special) used as a means of authenticating and accessing a Service.

“*RDFI or Receiving Depository Financial Institution*” means a financial institution qualified by NACHA to receive ACH transactions.

“*Regulation E*” means the regulation published by the Federal Reserve Bank to implement the Electronic Fund Transfer Act mandating consumer rights and obligation with regard to electronic fund transfers.

“*Security Procedures*” means, unless we agree otherwise with you, the applicable security requirements and procedure for verifying the authenticity of entries.

“*Service*” means the RDC Remote Deposit Capture service and features of that service which AB&T may provide from time to time to AB&T’s commercial or small business customers.

“*Substitute Check or Image Replacement Document (IRD)*” means a paper reproduction of the original check that:

1. Contains an image of the front and back of the original check;
2. Bears a MICR line containing all the information appearing on the MICR line of the original check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks (regulations may contain exceptions);
3. Conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute checks; and
4. Is suitable for automated processing in the same manner as the original check.

“*Uniform Commercial Code Article 3*” means the terms and provisions of Article 3 of the Uniform Commercial Code governing the creation, transfer and payment of negotiable instruments.

“*Uniform Commercial Code Article 4*” means the terms and provisions of Article 4 of the Uniform Commercial Code governing the relationship of AB&T and its Customer regarding the collection and payment of financial items.

“*Uniform Commercial Code Article 4A (UCC4A)*” means the portion of the Uniform Commercial Code which deals with certain funds transfers, including ACH credit transactions not subject to the Electronic Fund Transfer Act of Regulation E. This law outlines the protections and responsibilities given to the parties to wholesale credit transactions, and sets the legal standard for commercially reasonable security procedures to be used in conjunction with those transactions.

“User ID” means a string of alphanumeric characters assigned to a specific individual to identify the individual when the individual accesses Service.

## **Appendix A – Delivery Specifications**

### Business Day Cut Off Time Deadline

All RDC deposit files must be received by AB&T no later than 5 p.m. Central Time each Business Day (Monday through Friday, excluding observed Federal holidays). Deposits made after the delivery deadline on any banking day will be considered made on the next banking day.

### Federal Holidays Observed

AB&T will not process items transmitted for deposit on Saturdays, Sundays, or holidays observed by the Federal Reserve Bank. Such items will be processed by AB&T on the first Business Day occurring subsequent to the weekend or holiday.

## **Appendix B – RDC Service Fees**

### RDC Service Fees

Service fees can be direct-posted as a hard charge to Customer's designated Account or passed as a soft charge into account analysis if Customer's linked deposit Account is enrolled in account analysis.