THIRD PARTY SENDER AUTOMATED CLEARING HOUSE (ACH) AGREEMENT

BANK OF NORTH DAKOTA
OPERATIONS
SFN 60650 (09-2016)

This Third Party Sender Automated Clearing House Agreement ("Agreement") is made between the Bank of North Dakota (BND) and

Name of Third Party Sender	Date

The Third Party Sender whose name or trade name is printed in the box labeled Name of Third Party Sender above ("Third Party Sender" or "the Third Party Sender") has requested that BND permit it to initiate debit and credit entries on behalf of its Customers and other Third Party Service Providers or Third Party Senders ("Customer" or "Customers") to accounts maintained at BND and other financial institutions by means of the Automated Clearing House (the "ACH") Network. BND has agreed to do so on the terms of this Agreement. This Agreement is in place either with an agreement between Customer and BND or in lieu of said Agreement.

The Third Party Sender and BND agree as follows:

1. **Definitions.** Unless defined in this Agreement, capitalized terms shall have the meanings provided in the Rules (as defined below).
   A. Rules. "Rules" means the rules of the National Automated Clearing House Association ("NACHA") and Appendices to the rules of the National Automated Clearing House, as amended from time to time.
   B. Effective Entry Date. "Effective Entry Date" " is the date specified by the originator on which it intends a batch of entries to be settled.
   C. Entry. "Entry" or "Entries" has the meaning given in the Rules, except that it shall also include an "On-Us Entry."
   D. File. "File" has the meaning given in the Rules.
   E. On-Us Entry. "On-Us Entry" means a debit or credit Entry to an account maintained at BND.
   F. Originator. "Originator" has the meaning given in the Rules.
   G. Receiver. "Receiver" has the meaning given in the Rules.
   H. Services. "Services" shall mean the services authorized by this Agreement.
   I. Settlement Date. "Settlement Date" or "Settlement Dates" has the meaning given in the Rules.
   J. User. "User" means an individual conducting business on behalf of the Customer.

2. **Compliance with the Rules and Applicable Law**. The Third Party Sender's rights and obligations with respect to any Entry or File are governed by the Rules, this Agreement and applicable law. The Third Party Sender acknowledges receipt of a copy, or the availability of, the Rules, and that Customer may obtain or purchase a copy of the Rules by contacting Customer's Regional Payments Association (RPA) or by other means available. The Third Party Sender agrees to comply with and be bound by the Rules. The Third Party Sender agrees to comply with applicable state and federal law or regulation and Third Party Sender warrants that it will not transmit any Entry or File that violates applicable state or federal laws, including, without limitation, regulations of and sanctions enforced by the Office of Foreign Asset Control (OFAC). It shall further be the responsibility of the Third Party Sender to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). BND will charge the Third Party Sender with any fines or penalties imposed by OFAC, NACHA or any organization, which are incurred as a result of non-compliance by the Originator or Third Party Sender and the Third Party Sender agrees to fully reimburse and/or indemnify BND for such charges or fines. The specific duties of the Third Party Sender provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking, and in no way limit the requirement of complying with the Rules. BND may terminate or suspend this Agreement upon written notice and identification of a material breach by Third Party Sender of the Rules. Furthermore, BND shall have the right to initiate an audit of Third Party Sender procedures and security procedures for compliance with this Service Agreement and the Rules, upon written notification to Third Party Sender.

3. **Transmittal of Entries and Physical and Electronic Security Procedures.**
   A. The Third Party Sender shall transmit any debit or credit Entry to BND in accordance with the Rules and **Schedule A**

to this Agreement. For the purpose of this Agreement, "Business Day" means Monday through Friday, excluding federal holidays. Entries received after the cut off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Third Party Sender to BND on any one Business Day shall not exceed the limit set forth in **Schedule C** or as subsequently requested by Third Party Sender and approved by BND. Third Party Sender may not reinitiate Entries except as prescribed by the Rules.

B. The Third Party Sender shall comply with the "security procedures" described in **Schedule B** to this Agreement ("Security Procedure" or "Security Procedures") and Third Party Sender acknowledges and agrees that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices") used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of ACH Entries. Third Party Sender authorizes BND to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Third Party Sender has notified BND, according to notification procedures prescribed by BND, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than Third Party Sender and its authorized representatives and until BND has had a reasonable opportunity to act upon such notice. Third Party Sender agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for BND to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Third Party Sender's deposit account maintained with BND, and Third Party Sender agrees and intends that the submission of transaction orders and instructions using Security Procedures shall be considered the same as Third Party Sender's written signature in authorizing BND to execute such transaction. Third Party Sender acknowledges and agrees that Third Party Sender shall be bound by any and all Entries initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Third Party Sender Authorized Representatives, to the fullest extent allowed by law. Third Party Sender acknowledges that the Security Procedures are for verification of authenticity and not to detect errors in the Entry or File.

C. Third Party Sender warrants that no individual will be allowed to initiate transfers without proper supervision and safeguards and agrees to take all reasonable steps to maintain confidentiality of the Security Procedures and any related Security Devices and to make the same available only to necessary personnel. Where Third Party Sender has the ability to change or modify a Security Device from time to time (e.g., a password or PIN), Third Party Sender agrees to change or modify Security Device(s) frequently in order to ensure the security of the Security Device(s). If Third Party Sender knows or believes that an unauthorized individual has transmitted or attempted to transmit one or more Entries or Files or that the Security Procedures have otherwise been compromised, Third Party Sender agrees to immediately notify BND and agrees that any Entry or File received by BND before or within a reasonable time after such notice to BND shall be treated as authorized by Third Party Sender. In the event of any actual or threatened breach of security, BND may issue Third Party Sender a new Security Device or establish new Security Procedures as soon as reasonably practicable, but BND shall not be liable to Third Party Sender or any third party for any delay in taking such actions.

D. BND reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, or to cancel or replace any Security Device, at any time and from time to time in BND's discretion. BND will endeavor to give Third Party Sender reasonable notice of any change in Security Procedures, provided that BND may make any change in Security Procedures without advance notice to Third Party Sender if BND, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of BND's systems and assets. Third Party Sender's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Third Party Sender's agreement to the change and Third Party Sender's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

E. The Third Party Sender hereby authorizes BND to transmit any Entry or File received by BND from the Third Party Sender in accordance with the Rules and the terms of this Agreement and to credit or debit the amount of such Entry or File to the accounts specified by Third Party Sender.

F. BND may, but is under no obligation to, hold suspicious Files, Files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or the Rules, or for other reasons. Such Files will require authorization by an Authorized Representative of the Third Party Sender before transmission to the ACH operator.

4. Physical and Electronic Security.

A. Third Party Sender is responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Third Party Sender's possession or under Third Party Sender's control. BND is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at Third Party Sender's own discretion and risk, and BND is not responsible for any damage to Third Party Sender's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Third Party Sender is responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Third Party Sender's operating systems, and for protecting, securing, and backing up any data and information stored in or on Third Party Sender's operating systems. BND is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Third Party Sender's operating systems or accessed through an Internet connection.

B. Third Party Sender acknowledges and agrees that it is its responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Third Party Sender agrees to educate User, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Third Party Sender acknowledges that BND will never contact Third Party Sender by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Third Party Sender receives an e-mail or other electronic communication that Third Party Sender believes, or has reason to believe, is fraudulent, Third Party Sender agrees that neither Third Party Sender, nor its User(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Third Party Sender agrees that BND is not responsible for any losses, injuries, or harm incurred by Third Party Sender as a result of any electronic, e-mail, or internet fraud.

C. In the event of a breach of the Security Procedure, Third Party Sender agrees to assist BND in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing BND or BND's agent access to Third Party Sender's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Third Party Sender further agrees to provide to BND any analysis of such equipment, device, or software or any report of such analysis performed by Third Party Sender, Third Party Sender's agents, law enforcement agencies, or any other third party. Failure of Third Party Sender to assist BND shall be an admission by Third Party Sender that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Third Party Sender or who obtained information facilitating the breach of the Security Procedure from Third Party Sender and not from a source controlled by BND.

5. Customers.

A. Third Party Sender must complete a Third Party Sender ACH Origination Worksheet Request and submit it to BND anytime it adds a new Customer. Any new Customer must be approved by BND prior to Third Party Sender transmitting credit and debit Entries on behalf of Customer. The Third Party Sender ACH Origination Worksheet Request shall contain the name of each Customer, each Customer's address and such other information as requested by BND from time to time.

B. Third Party Sender shall ensure that each Customer has received or has access to a current version of the Rules.

C. Third Party Sender shall enter into written agreements with each Customer (the "Customer Agreement") which, among other things:

i) Binds Customer to the Rules;

ii) Requires Customer to assume the obligations and make the representation and warranties of an Originator, a Third Party Service Provider and/or a Third Party Sender, as the case may be under the Rules;

iii) Requires Customer to receive and maintain proper authorization from the Receiver for each Entry initiated on behalf of Customer;

iv) Establishes an exposure limit for Customer and implements procedures for Third Party Sender to review and adjust the exposure limit periodically; and

v) Allows Third Party Sender to conduct regular audits of Customer.

D. Third Party Sender shall be responsible for providing BND with any information BND reasonably deems necessary to identify each Originator for which BND transmits Entries. Third Party Sender is obligated to provide the requested information within two (2) Business Days after receiving BND's request.

Third Party Sender shall be responsible for establishing and maintaining policies and procedures to ensure that effective due diligence is performed on each Customer to minimize the credit risk arising with each Customer. Additionally, Third Party Sender shall be responsible for conducting periodic audits of its Customers to:

i) Ensure Customers compliance with the Rules as either an Originator, a Third Party Service Provider or a Third Party Sender, as the case may be;

ii) Monitor the credit-worthiness of the Customer as either an Originator, a Third Party Service Provider or a Third Party Sender, as the case may be; and

iii) Monitor Third Party Sender's exposure relative to each Customer and relative to Third Party Sender's exposure across multiple Settlement Dates.

6. Third Party Sender's Risk Management Obligations. The Third Party Sender acknowledges and agrees that it owes certain obligations and duties to BND as a Third Party Sender and that it shall bear ultimate responsibility to fund its Account for requested Entries and Files. In connection with Third Party Sender obligations to BND and to ensure that the Third Party Sender adequately manages credit risk, the Third Party Sender agrees and covenants that it shall:

A. Permit BND to perform an annual review of the Third Party Sender's risk management processes and compliance with the Rules; and

B. Permit BND to complete an annual risk management audit of the Third Party Sender's credit analysis procedures to determine compliance of Customer settlement.

7. Third Party Sender's Representations, Warranties and Agreements. Third Party Sender represents and warrants that each Entry provided to BND complies in all respects with the Rules. Third Party Sender acknowledges and agrees that, pursuant to the Rules, BND makes certain warranties to the ACH Operator and other financial institutions and that such warranties are made in reliance on: (i) the representations and warranties of the Third Party Sender, including but not limited to those contained in this Section 6 and Section 8 of this Agreement and (ii) Third Party Sender's agreement to be bound by the Rules and applicable law. The Third Party Sender shall indemnify BND against any loss, liability or expense (including attorney's fees and expenses) resulting from, related to or arising out of any breach of the Third Party Sender's warranties or this Agreement or any act or omission of the Third Party Sender or any other person acting on the Third Party Sender's behalf. Without limiting the foregoing, Third Party Sender warrants that:

A. Each Entry is authorized pursuant to the Rules and the authorization has not been revoked;

B. Each credit Entry is timely and accurate;

C. Each debit Entry is for a sum which, on the Settlement Date will be due and owing to the Customer from the party whose account will be debited, is for a sum specified by such party or is to correct a previously transmitted erroneous credit Entry; and

D. No Entry has been reinitiated in violation of the Rules.

E. Additionally for all payment applications with Standard Entry Class Codes other than PPD, CCD, or CTX, Third Party Sender makes the warranties set forth in Section 9.C. for each payment application that Third Party Sender utilizes and shall require each Customer to make the same warranties in a customer agreement between Customer and Third Party Sender.

F. If Customer intends to originate same day transactions, Third Party Sender must notify BND via email or telephone as listed in **Schedule A**. BND will control settlement by using the Same Day Settlement Module. Customer should not assume qualified entries will automatically be processed as same day transactions.

8. Third Party Sender's Obligations as a Third Party Sender. Except for any Entry initiated by Third Party Sender as an Originator, in addition to any other duties, responsibilities, warranties, representations and liabilities under this Agreement, for each and every Entry or File transmitted by Third Party Sender to BND in Third Party Sender's capacity as a Third Party Sender, Third Party Sender represents and warrants to BND and agrees that Third Party Sender shall:

A. Perform all of its duties as a Third Party Sender in accordance with the Rules, including, but not limited to, the duty to identify Customers and update Customer information on the Third Party Sender ACH Origination Worksheet Request, as set forth in Section 5.A;

B. Assume all of the responsibilities of a Third Party Sender in accordance with the Rules, including, but not limited to, the responsibilities of Originator Depository Financial Institutions as defined in the Rules (“ODFI” or “ODFIs”) and Originators;

C. Make all of the representations and warranties of a Third Party Sender in accordance with the Rules, including, but not limited to, the representations and warranties of ODFIs and the representation and warranty that each Customer has agreed to assume the responsibilities of Originators under the Rules; and

D. Assume all of the liabilities of a Third Party Sender in accordance with the Rules, including, but not limited to, liability for indemnification for failure of a Customer to perform its obligations as an Originator.

The Third Party Sender's representations and warranties contained in this Section 8 shall survive termination of this Agreement. Third Party Sender shall indemnify BND against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations or agreements or any breach of the terms of the Agreement or breach of the Rules.

9. BND Obligations. Subject to Section 15 of this Agreement, BND shall, in accordance with the Rules, process, transmit, and settle for any Entry. Specifically, BND shall:

A. (i) use commercially reasonable efforts to comply with the instructions of Third Party Sender, (ii) process Entries received from Third Party Sender to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an Originating Depository Financial Institution to the ACH processor selected by BND, (iv) settle for such Entries as provided in the Rules, and (v) in the case of an On-Us Entry, credit Entry received for credit to an account with BND, BND shall credit the Receiver's account in the amount of such credit Entry on the date ("Effective Date") contained in such credit Entry provided such credit Entry is received by BND at the time and in the form prescribed by BND in Section 3.

B. Transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by BND's cut-off time at the location specified by BND to Third Party Sender from time to time; (ii) the Effective Entry Date satisfies the criteria provided by BND to Third Party Sender; and (iii) the ACH processor is open for business on such Business Day. Third Party Sender agrees that the ACH processor selected by BND shall be considered to have been selected by and designated by Third Party Sender.

C. BND will process all PPD, CCD, and CTX Standard Entry Class "SEC" Codes submitted by Third Party Sender that are approved by the Rules. If Third Party Sender intends to submit a file containing a different or new SEC Code, it is the responsibility of the Third Party Sender to notify BND of the different or new Code because special requirements may apply prior to processing the file. In order to utilize a different or new SEC Code, BND and the Third Party Sender will enter into an Addendum to the Contract outlining the special requirements.

BND shall have no obligation to transmit an Entry or File if the Third Party Sender fails to comply with any terms of this Agreement.

10. Settlement of Credit Entries and Returned Debit Entries; Third Party Sender's Account.

A. Third Party Sender agrees to settle for all credit Entries issued by Third Party Sender or User(s), or credit Entries otherwise made effective against Third Party Sender. Third Party Sender shall settle all such entries to BND on the date as determined by BND in its sole discretion (“Settlement Date”). Third Party Sender shall settle with BND for the amount of each debit Entry returned by a Receiving Depository Financial Institution (“RDFI”) or debit Entry dishonored by an RDFI. Settlement shall be made by Third Party Sender to BND in any manner specified by BND.

B. The Third Party Sender will maintain a deposit account(s) (the “Account”) with BND at all times during the term of this Agreement. The Third Party Sender shall at all times maintain a balance of available funds in the Account sufficient to cover Third Party Sender's obligations under this Agreement, regardless of whether the Third Party Sender's Customer has provided funds to the Third Party Sender. The Third Party Sender authorizes BND to debit its Account for any amount it owes BND as a result of this Agreement. The Third Party Sender authorizes BND to debit any other Account it maintains at BND for any amount it owes BND as a result of this Agreement. Third Party Sender's failure to maintain sufficient funds in the Account shall be a default of this Agreement by Third Party Sender and BND may immediately terminate this Agreement without notice as set forth in Section 39 (b) of this Agreement.

C. The Third Party Sender agrees not to withdraw from the Account where such withdrawals would cause the available funds balance of the Account to be less than required to fund the Entries or Files initiated by the Third Party Sender pursuant to this Agreement. The Third Party Sender further agrees not to close the Account without the prior written consent of BND. The Third Party Sender agrees to use reasonable care in monitoring the Account and shall notify BND promptly if the balance of the immediately available funds in the Account would not be sufficient to pay all Files or credit Entries requested by the Third Party Sender pursuant to this Agreement.

11. Prefunding. BND reserves the right to require the Third Party Sender to pre-fund an account maintained at BND prior to, or in the case of Same Day ACH entry, on the Settlement Date of the ACH file. BND shall determine whether pre-funding is required based on criteria established from time to time by BND. BND will communicate directly to the Third Party Sender if pre-funding is required and, if requested by the Third Party Sender, will provide the Third Party Sender with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, the Third Party Sender will provide immediately available and collected funds sufficient to pay all Entries initiated by the Third Party Sender (a) not later than 8:00 a.m. local time 2 banking days before each Settlement Date or in the case of Same Day ACH entry, on the Settlement Date of the ACH file and (b) prior to initiating any Entries for which pre-funding is required.

12. Credit Approval and Exposure Limits. In utilizing the ACH in performance of this Agreement, BND must make certain warranties on behalf of Third Party Sender. Specifically, BND is charged with ensuring the financial soundness of Third Party Sender to make the intended Entries. BND must approve all ACH agreements and may request financial information from Third Party Sender and/or a separate credit agreement. BND shall also be authorized to obtain a credit report(s) on Third Party Sender as may be necessary from time to time. BND may also assign Third Party Sender a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Third Party Sender each day ("Exposure Limit"). Third Party Sender acknowledges that the "Exposure Limit" is solely for the protection of BND and its assets. Third Party Sender understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the BND. BND will communicate to the Third Party Sender or the Third Party Senders designated representative if requests are not honored. The Third Party Sender shall comply with the Exposure Limits as set forth in **Schedule C**. Such limits may be modified from time to time by BND at its sole discretion with notice to the Third Party Sender.

13. On-Us Entries. Except as provided in Section 15, Rejection of Entries or Files, or in the case of an Entry received for credit to an On-Us Entry, BND shall credit the Receivers account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 9.B are met. If any of those requirements are not met, BND shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

14. Cancellation or Amendment of an Entry. The Third Party Sender shall have no right to cancel or amend any Entry after its receipt by BND. However, BND shall use reasonable efforts to act on a request by the Third Party Sender 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 the Security Procedures described on **Schedule B** to this Agreement. BND shall have no liability if it fails to effect the cancellation and the Third Party Sender shall indemnify, defend all claims and hold BND harmless for any losses, damages, or expenses, including, but not limited to, attorney's fees, BND may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

15. Rejection of Entries or Files. BND may reject any Entry or File, including an On-Us Entry, which does not comply with the requirements of **Schedule A** or **Schedule B** of this Agreement or the technical specifications and requirements of an ACH File as described in the NACHA Rules including Data Specification, Sequence of Records, and File Structure as those terms are defined in the NACHA Rules and may reject any Entry or File if the Third Party Sender is not otherwise in compliance with the terms of this Agreement or the Rules.

BND shall notify the Third Party Sender in accordance with **Schedule A** of such rejection no later than the business day such Entry or File would otherwise have been transmitted by BND to the ACH operator or, in the case of an On-Us Entry, the day before its Effective Entry Date. BND shall have no liability to Third Party Sender by reason of the rejection of any such Entry or File or the fact that such Notice is not given at an earlier time than that provided for herein.

16. Provisional Credit Notice. In the case of a credit Entry, credit given by the RDFI for the Entry is provisional until the RDFI has received final settlement through the Federal Reserve Bank or has otherwise received payment. If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and Customer will not be considered to have paid the amount of the credit Entry to the Receiver.

17. **Reversals.** If a Customer or Third Party Sender has mistakenly initiated a duplicate Entry or File or a File contains an Entry or Entries with the types of erroneous data specified in the Rules relating to reversing files, the [Customer or] Third Party Sender may reverse the File or Entry pursuant to the Rules. In addition, if the Third Party Sender requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Third Party Sender account an amount equal to that Entry or File. The Third Party Sender shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry. If the [Customer or] Third Party Sender reverses an Entry or File, Customer and Third Party Sender shall indemnify BND against any claim, demand, loss, liability or expense resulting directly or indirectly from such reversal.

18. **Notice of Returned Entries/Notifications of Change.** BND shall notify the Third Party Sender, in accordance with Schedule A of the receipt of a returned Entry/Notification of Change (NOC) from the ACH operator no later than one business day after the business day of such receipt. BND shall have no obligation to re-transmit a returned Entry if BND complied with the terms of this Agreement with respect to the Entry.

19. **Error Detection.** BND has no obligation to discover and shall not be liable to Third Party Sender for errors made by Third Party Sender, including but not limited to errors made in identifying the Receiver, or an intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. BND shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Third Party Sender. Notwithstanding the foregoing, if the Third Party Sender discovers that any Entry it has initiated was in error, it shall notify BND of such error. If such notice is received, BND will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any On-Us Entry within the time limits provided by the Rules. In the event that Third Party Sender makes an error or issues a duplicate Entry, Third Party Sender shall indemnify, defend all claims, and hold BND harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by BND as result of the error or issuance of duplicate Entries.

20. **Prohibited Transactions**. Third Party Sender agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Third Party Sender is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in Third Party Sender being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Third Party Sender acknowledges and agrees that BND has no obligation to monitor Third Party Sender's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that BND reserves the right to decline to execute any transaction or activity that BND believes violates the terms of this Agreement.

21. **Prenotification.** Third Party Sender, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to BND in the format and on the medium provided in the media format section of such Rules. If Third Party Sender receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, Third Party Sender will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

22. **Unauthorized Rate in Excess of 0.5%.** In the event the rate of unauthorized transactions exceeds 0.5% based on the calculations noted in the Rules, the Third Party Sender will share the data requested by BND based on the Rules and will immediately begin the process of bringing the rate below 0.5%.

23. **Administrative Returns.** In the event the rate of administrative returns exceeds 3% for any two calendar months or 60 day period, the Third Party Sender will share any data requested by BND based on the Rules. If it is determined that remediation is necessary the Third Party Sender will develop and implement a plan to reduce that figure to under 3%.

24. **Total Return Rate.** In the event that the total rate of returns is greater than 15% for any two calendar months or 60 day period, the Third Party Sender will share any data requested by BND based on the Rules. If it is determined that remediation is necessary the Third Party Sender will develop and implement a plan to reduce that figure to under 15%.

25. Periodic Statement. The periodic statement issued by BND for the Third Party Sender's account will reflect Entries credited and debited to the account. The Third Party Sender agrees to notify BND within a reasonable time not to exceed thirty (30) days from the date that the periodic statement is made available to Third Party Sender of any discrepancy between the Third Party Sender's records and the information in the periodic statement. If the Third Party Sender fails to deliver such notice, the Third Party Sender may not assert against BND any claim for interest on the amount of the Entries for the period prior to the date that such notice is delivered. If the Third Party Sender fails to deliver notice to BND of any unauthorized or erroneous Entries within 30 days from BND's issuance of any advice or statement reflecting such Entries, Third Party Sender is precluded from asserting that BND is not entitled to retain the principal amount of the unauthorized or erroneous debit of Third Party Sender's account(s).

26. Fees. The Third Party Sender agrees to pay BND for services provided under this Agreement in accordance with the fee schedule located on the BND Direct Website. BND may change its fees from time to time in its sole discretion upon notice to the Third Party Sender.

27. Financial Information and Audit. BND may from time to time request information from Third Party Sender in order to evaluate a continuation of the Service to be provided by BND hereunder and/or adjustment of any limits set by this Agreement. Third Party Sender agrees to provide the requested financial information immediately upon request by BND, in the form required by BND. Third Party Sender authorizes BND to investigate or reinvestigate at any time any information provided by Third Party Sender in connection with this Agreement or the Services. Upon request by BND, Third Party Sender hereby authorizes BND to enter Third Party Sender's business premises for the purpose of ensuring that Third Party Sender is in compliance with this Agreement and Third Party Sender specifically authorizes BND to perform an audit of Third Party Sender's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Third Party Sender hereby acknowledges and agrees that BND shall have the right to mandate specific internal controls at Third Party Sender's location(s) and Third Party Sender shall comply with any such mandate. In addition, Third Party Sender hereby agrees to allow BND to review available reports of independent audits performed at the Third Party Sender's location related to information technology, the Service and any associated operational processes. Third Party Sender agrees that if requested by BND, Third Party Sender will complete a self-assessment of Third Party Sender's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by BND in an audit of Third Party Sender. If Third Party Sender refuses to provide the requested financial information, or if BND concludes, in its sole discretion, that the risk of Third Party Sender is unacceptable, if Third Party Sender violates this Agreement or the Rules, or if Third Party Sender refuses to give BND access to Third Party Sender's premises, BND may terminate the Service and this Agreement immediately according to the provisions hereof.

28. Data Retention. Third Party Sender shall retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal to BND as provided herein, and shall provide such data to BND upon its request. Without limiting the generality of the foregoing provisions, Third Party Sender specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Third Party Sender's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

29. Limitation of Liabilities.

A. In the performance of the services required by this agreement, BND shall be entitled to rely solely on the information, representations and warranties provided by Third Party Sender pursuant to this agreement, and shall not be responsible for the accuracy or completeness of such information. BND shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. BND shall not be responsible for Third Party Sender's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any entry received from Third Party Sender) or those of any other person, including, without limitation, any federal reserve financial institution, ACH operator or transmission or communications facility, any receiver or RDFI (including, without limitation, the return of any entry by such Receiver or RDFI), and no such person shall be deemed BND's agent. Third Party Sender agrees to indemnify BND against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that BND is responsible for any act or omission of Third Party Sender or any other person described in this section 29A, including claims by a consumer under Federal Reserve Board, Regulation E.

B. BND shall be liable only for Third Party Sender's actual damages due to claims arising solely from BND's obligations to Third Party Sender with respect to Entries transmitted pursuant to this Agreement; in no event shall BND have any liability for any consequential, special, punitive or indirect loss or damage which the Third Party Sender may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by BND and regardless of the legal or equitable theory of liability which the Third Party Sender may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from BND's acts or omissions pursuant to this Agreement.

C. BND shall not be liable for any damages or other losses to the Third Party Sender due to claims made by any of its customers in connection with any arrangement or customer agreement under which the Third Party Sender transmits Entries or Files pursuant to this Agreement. Third Party Sender agrees to indemnify BND against any loss, liability or expense (including attorney(s) fees and expenses) resulting from or arising out of any claim of any customer that BND is responsible for any act or omission of the Third Party Sender or any other person described in this section.

D. Without limiting the generality of the foregoing provisions, BND shall be excused and not held liable for failure to perform any of its obligations in connection with the service if such failure or delay is caused by legal constraint, breach of any law, regulation or requirement of any governmental authority, interruption of transmission or communications facilities, equipment failure, war, act of terror, emergency conditions, or other conditions beyond BND's control. In addition, BND shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in BND having exceeded any limitation upon its intra-day net funds position established pursuant to present or future federal reserve guidelines or in BND's reasonable judgment otherwise would violate any provision of any present or future risk control program of the federal reserve or any rule or regulation of any other U.S. Governmental Regulatory Authority.

E. Subject to the foregoing limitations, BND's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average federal funds rate at the Federal Reserve Bank of New York for the period involved. At BND's option, payment of such interest may be made by crediting the account.

30. Inconsistency of Name and Account Number. The Third Party Sender acknowledges that, if an 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 named Receiver, and the Third Party Sender's obligation to pay the amount of the Entry to BND is not excused in such circumstances.

31. Recording and Use of Communications. Third Party Sender and BND agree that all telephone conversations or data transmissions between it or its agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. BND shall not be obligated to make such recordings.

32. Reimbursement. Any reimbursement by BND for any liability hereunder may be made either directly to Third Party Sender or by adjustment of the aggregate ledger and collected balances of Third Party Sender's accounts.

33. Interest Calculations. Any interest payments due by either party pursuant to Article 4A of the North Dakota Uniform Commercial Code shall be calculated at an annual rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved.

34. Notices. All notices to BND hereunder shall be in writing and sent to BND at:

Bank of North Dakota
Attn: Electronic Banking Unit
1200 Memorial Highway
PO Box 5509
Bismarck, ND 58506
Email: bndelectronic@nd.gov

and all notices, confirmation, and advices to Third Party Sender shall be sent to Third Party Sender at the most recent address for Third Party Sender on file with Financial Institution. BND shall have a reasonable time in which to act on any notice addressed to it, which shall be at least two (2) Business Days after receipt. Any notice by Third Party Sender to BND shall, for the purposes hereof, be hand delivered or mailed by first class mail to BND and shall be deemed given to BND on the date BND actually receives such notice. Any notice, transfer advice, or account statement shall for purposes hereof be deemed transmitted by BND to Third Party Sender if hand delivered to Third Party Sender or mailed by first class mail to Third Party Sender. The notice address of BND or Third Party Sender may be amended by providing notice in the manner required herein to the other party hereto of the change in such party's notice address.

35. Third Party Sender as Receiver. If Third Party Sender is the Receiver of an Entry or other funds transfer, and BND does not receive final settlement for any payment made to Third Party Sender by BND, Third Party Sender acknowledges and agrees that Third Party Sender is obligated to BND for the amount of the payment order and BND is authorized to charge Third Party Sender's account(s) for any amount paid to Third Party Sender. If BND credits Third Party Sender's account for an Entry or other funds transfer naming Third Party Sender as the Receiver, such credit Entry to Third Party Sender's account is not acceptance of the funds transfer by BND until one hour after the opening of business on the banking day after the credit Entry is made to the account. Notwithstanding the foregoing, BND may make funds available to the Third Party Sender at an earlier time at BND's option. BND has no obligation to notify Third Party Sender of receipt of a funds transfer naming Third Party Sender as the Receiver even if payment for the funds transfer to Third Party Sender is made by credit to Third Party Sender's account or the payment order directs payment to an account. Demand by Third Party Sender for payment of a payment order for which BND is obligated to pay Third Party Sender must be made in writing and delivered to BND at the location designated in Section 34. Issuance of a check by Third Party Sender on the account to which payment was made shall not constitute notice under this section.

36. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by BND for transactions contemplated by this Agreement shall be and remain BND's property. BND may, at its sole discretion, make available such information upon Third Party Sender's request. Any expenses incurred by BND in making such information available to Third Party Sender shall be paid by Third Party Sender.

37. Cooperation in Loss Recovery Efforts. In the event of any damages for which BND or Third Party Sender may be liable to each other or to a third party pursuant to the services provided under this Agreement, BND and Third Party Sender will 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. In the event of a breach of the Security Procedure, Third Party Sender agrees to assist BND in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing BND or BND's agent access to Third Party Senders hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Third Party Sender further agrees to provide to BND any analysis of such equipment, device, or software or any report of such analysis performed by Third Party Sender, Third Party Sender's agents, law enforcement agencies, or any other third party. Failure of Third Party Sender to assist BND shall be an admission by Third Party Sender that the breach of the Security Procedure was caused by a person who obtained information facilitating the breach of the Security Procedure from Third Party Sender and not from a source controlled by BND.

38. Deposit Account Agreement. The terms of Third Party Sender's deposit account agreement with BND are hereby incorporated therein by reference. This Agreement shall control over any inconsistent terms contained therein.

39. Miscellaneous

A. BND may amend the terms of this Agreement from time to time upon thirty (30) days' written notice to the Third Party Sender. In the event that performance of services under this Agreement would result in a violation of any present or future statute, regulation or governmental policy to which BND is subject, then this Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, BND may terminate this Agreement if it deems such action necessary or appropriate under the circumstances. BND shall have no liability to the Third Party Sender as a result of any such violation, amendment or termination. Any practices or course of dealings between BND or Third Party Sender or any procedures or operational alterations used by them, shall not constitute a modification of this Agreement or the Rules, nor shall they be construed as an amendment to this Agreement or the Rules.

B. Either party may terminate this Agreement upon thirty (30) days' written notice to the other. Notwithstanding anything contained in this Agreement, BND shall have the right to terminate this Agreement in the manner provided and upon the occurrences set forth below.

i) BND may terminate this Agreement immediately and without prior written notice if:

(a) Third Party Sender files, or has filed against it, a petition in Bankruptcy;

(b) Third Party Sender is in default of the obligation to pay BND for any credit Entry or debit Entry return; or

(c) Third Party Sender has failed to maintain sufficient funds in any account in accordance with the requirements of this Agreement.

ii) If there is any monetary default under this Agreement by Third Party Sender, other than those monetary defaults set forth above, BND may terminate this Agreement by giving the Third Party Sender written notice of the monetary default and providing the Third Party Sender with a period of thirty (30) days, commencing upon the date BND placed the notice in the mail or the date BND delivered the notice, to cure the monetary default by actually tendering to BND the monetary amount of the default. Failure of Third Party Sender to cure the monetary default within thirty (30) days shall permit BND to terminate this Agreement.

iii) BND may terminate this Agreement if Third Party Sender fails to perform or defaults on any of its obligations under this Agreement or if Third Party Sender otherwise violates any of its representation and warranties under this Agreement; provided that BND must first provide Third Party Sender with written notice of the default and provide Third Party Sender with a period of thirty (30) days to cure the defaults set forth in the notice. Failure of Third Party Sender to cure the monetary default within thirty (30) days shall permit BND to terminate this Agreement.

Any termination of this Agreement shall not affect any of BND's rights and Third Party Sender's obligations with respect to Entries or Files initiated by Third Party Sender prior to such termination, or the payment obligations of Third Party Sender with respect to services performed by BND prior to termination, or any other obligations that survive termination of this Agreement. Any provisions of this Agreement which are intended by their terms to survive the termination of this Agreement shall survive the termination of this Agreement.

C. BND shall have the right to discontinue processing Entries or Files for Third Party Sender if Third Party Sender breaches any provisions of the Rules. Notice will be provided to the Third Party Sender no less than the day before the expected receipt of a File.

D. BND shall be entitled to rely on any written notice or other written communication believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth on Schedule D of this Agreement. BND will not be responsible for verifying the authenticity of any person claiming to be an Authorized User of the Third Party Sender or the authenticity of any instruction, direction or information provided. BND shall not be liable for any loss, cost, expense or other liability arising out of any such notice from an Authorized Representative or out of any such notice appearing to be signed by an Authorized Representative and the Third Party Sender agrees to indemnify, defend and hold harmless BND from and against any third party claims for acting upon any such notices.

E. In the event a Report of Possible Rules Violation as defined by the Rules is received by BND, the Third Party Sender will receive prompt notification and will notify the Third Party Sender initiating the violation. If fees are incurred due to the violation, they shall be paid by Third Party Sender.

F. The Third Party Sender may not assign this Agreement or any of the rights or duties hereunder to any person without BND's prior written consent.

G. Except where federal law applies, the parties agree that this Agreement shall be governed by and construed in accordance with North Dakota laws. Any dispute that may arise out of or in connection with this Agreement or in connection with its subject matter shall be adjudicated in the District Court of Burleigh County, North Dakota. Third Party Sender consents and agrees to personal jurisdiction in the District Court of Burleigh County, North Dakota. Third Party Sender waives any argument that such a venue is inconvenient, and agrees that it shall litigate any and all disputes arising in connection with this Agreement in either the District Court of Burleigh County, North Dakota.

H. Wherever possible, each provision of this Agreement and each related document shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or related documents.

I. The Third Party Sender shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire. The Third Party Sender must be able to produce requested consents and authorizations within five (5)business days of BND's request.

J. Third Party Sender may not market any new service or product to its Customers, where BND is the ODFI for the Customers, which is not contemplated by this Agreement, without first entering into a written addendum to this Agreement signed by both parties and setting forth all new procedures and/or pricing related to the new service and product.

K. Third Party Sender and BND will treat any information regarding the other party's processes, procedures, products, services or any other proprietary, confidential or secret information concerning the business or affairs of the Third Party Sender or BND (the “Confidential Information”) as proprietary to and owned by the party which provided the information, and the parties shall use such Confidential Information only for the purposes contemplated by this Agreement, unless otherwise authorized by the written consent of either the Third Party Sender or BND, as the case may be.

L. 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.

M. BND may waive enforcement of any provision of this Agreement. Any such waiver shall not affect BND's rights with respect to any other transaction or modify the terms of this Agreement.

N. The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

O. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and assigns of the parties hereto. This Agreement is not for the benefit of any other person, and no other person shall have any right against BND or Third Party Sender hereunder.

P. Attachments, appendices and/or exhibits to this Agreement are incorporated into, and constitute a part of, this Agreement.

Q. This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Any executed counterpart of this Agreement delivered by facsimile or other electronic transmission to a party hereto shall constitute an original counter part of this Agreement.

R. The effective date of this Agreement shall be the date upon which it is executed by BND.

S. This Agreement constitutes the entire agreement between the parties for the services described herein and supersedes all previous agreements and understandings between the parties relating to such services.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Name of Third Party Sender
By (Printed Name)
Signature
Title

The State of North Dakota doing business as The Bank of North Dakota

By (Printed Name)
Signature
Title

Schedule A
Delivery of Files

A. Delivery Location

☐ **Automated Electronic Delivery**
Automated Electronic Delivery is eligible for State of North Dakota Agencies.

☐ **BND Direct**
If transmission is via BND Direct, please refer to the ACH Pass Through Guide for the appropriate procedures.

☐ **Secure File Transfer Protocol (SFTP)**
If transmission is via secure FTP, the Electronic Banking Unit will provide the appropriate procedures.

B. Transmittals

Third Party Sender must deliver a transmittal to the BND ACH Desk upon completion of File Delivery via an e-mail to bndelectronic@nd.gov, fax to (701) 328-5632, or other method agreed to by Third Party Sender and BND from an authorized person listed in Schedule D. This Transmittal must contain the Customer Name, Effective Date, Total Debits ($), and Total Credits ($) of the file. A callback will be done to verify the ACH file total unless Schedule E is signed.

C. Delivery Deadlines

Transmissions of a properly formatted file should be delivered to BND in accordance with the current cut-off time for inclusion in that day's processing. BND may change the cut-off time in its sole discretion upon notice to Third Party Sender.

D. File Format, Content, Specifications

Entry files should be in the format prescribed by the Rules of the National Automated Clearing House.

E. <u>Notice by BND</u>

If an Entry is rejected, returned, or if a notification of change is received, BND shall notify Third Party Sender by fax or other method agreed to by Third Party Sender and BND. If Third Party Sender contact information needs to be updated Third Party Sender can contact BND at the contact information below.

All notices shall be provided to the following addresses for each party:

If to BND:

BND
Electronic Banking Unit
PO Box 5509
Bismarck, ND 58506-5509
Phone (701) 328-5749
Fax (701) 328-5632
Email bndelectronic@nd.gov

If to Third Party Sender:

Third Party Sender Name			
Address			
City		State	ZIP Code
Telephone Number	Fax Number		
E-mail Address			

Schedule B
Security Procedures

A. The following sets forth the Security Procedures with which Third Party Sender agrees to comply when transmitting or delivering Entries to BND:

Third Party Sender utilizes an Electronic method via BND Direct to send ACH files to BND:

1. Entries transmitted by Third Party Sender to BND shall be encrypted by at least 128 bit RC4 encryption or its equivalent.
2. Third Party Sender shall utilize a multi-factor authentication method as prescribed by BND.
3. Transmittal which includes the Customer Name, Effective Date, Total Debits ($), and Total Credits ($) must be emailed or faxed from an authorized person listed in **Schedule D.**
4. Call back from BND to a second authorized person listed in **Schedule D** to verify the file total before the entries are processed.

Third Party Sender and BND use a Secure File Transfer Protocol (SFTP) to exchange ACH files and information:

1. Transmittal which includes the Customer Name, Effective Date, Total Debits ($), and Total Credits ($) must be emailed or faxed from an authorized person listed in **Schedule D.**
2. Call back from BND to a second authorized person listed in **Schedule D** to verify the file total before the entries are processed.

B. Third Party Sender agrees that the Security Procedure set forth above in Section A is commercially reasonable.

C. If Third Party Sender uses any method other than the Security Procedure set forth above in Section A to communicate, deliver, or transmit an Entry to BND, by doing so Third Party Sender rejects the Security Procedure set forth in Section A, chooses an alternative security procedure, agrees that such alternative security procedure may not be found to be commercially reasonable and understands the risks associated with the same, and agrees to be bound by any Entry, whether or not authorized, that was issued in Third Party Sender's name and accepted by BND using the alternative security procedure selected by Third Party Sender.

Schedule C
ACH Limits

Limits:

The total dollar amount of Entries transmitted by Third Party Sender to BND per ACH file shall not exceed the dollar amount (s) listed below. If Third Party Sender sends multiple files, each file name is listed with the file limit. Upon approval by BND, Third Party Sender may request revision of the established limit by sending written notice to BND.

File Name	File Limit	Point or CA Name ***BND Use Only***

If Third Party Sender has an ACH file that will exceed the established file limit, an approval in writing or an email from an authorized person listed on Schedule D is required before the ACH file will be processed.

Name of Third Party Sender	Date

Schedule D
ACH Certificate of Authorization

The undersigned authorized officer of the Third Party Sender hereby certifies that the following-named officers, employees, or agents of the Third Party Sender have been authorized by appropriate action of the Third Party Sender to initiate ACH credit and debit entries or revisions on behalf of the Third Party Sender to BND:

Name (Printed)	**Signature**	**Telephone Number**	**E-mail Address**

The Third Party Sender agrees that the officers, employees, or agents named above shall have full and complete authority to initiate ACH credit and debit entries or revisions to BND pursuant to the Bank of North Dakota Agreement For Use of Automated Clearing House as revised from time to time and this Certificate unless and until the Third Party Sender provides written notice to BND modifying or rescinding such authority, which notice shall be in the form of this Certificate.

This certificate supersedes any prior certificate of Third Party Sender delivered to BND.

Date Signed

Name of Third Party Sender
By (Printed Name)
Signature
Title

Schedule E
Waiver of Transmittal Callback

With this Waiver, Third Party Sender instructs BND to waive and discontinue the call back from BND to a second authorized person of Third Party Sender to verify the file total before the entries are processed and accepts full responsibility for the file delivered to BND.

Either party may terminate this Waiver at any time upon ten (10) days written notice to the other. The parties agree that all notices required under this Waiver shall be in writing, and may be given by facsimile transmission, email or by registered or certified mail, and shall become effective on the next business day following receipt of the notice by the recipient party.

Date Signed

Name of Third Party Sender
By (Printed Name)
Signature
Title

The State of North Dakota doing business as the Bank of North Dakota

By (Printed Name)
Signature
Title