

First Commonwealth Federal Credit Union

HOMELINK BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT

The following information represents the HomeLink Business Online Banking and Master Cash Management Agreement between you and First Commonwealth Federal Credit Union (“Financial Institution,” “we,” “our,” “ours”). This Master Agreement, including, as applicable, any related Authorization Form, the signature card, rate and fee schedule, and any applicable Product Schedule and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this “Master Agreement”), sets forth the terms and conditions governing the provision of Online Banking and Cash Management Services to you or anyone authorized by you (collectively, “Member,” “you,” “your,” “yours”) and describes your and our rights, responsibilities and obligations. The Authorization Form for Online Banking and Cash Management Services is attached hereto as Exhibit “A” and is made an integral part of this Master Agreement. By completing and signing the Authorization Form, and/or using one or more of the Services, Member agrees to, and shall be bound by, the terms, conditions and provisions in this Master Agreement, including those for each Service which Member has selected. Financial Institution, in its sole discretion, may not permit Member to use the Service until Financial Institution has determined that Member has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Financial Institution has had a reasonable opportunity to review the Authorization Form and activate the Service. In any event, Member agrees that the use by Member of any Service shall, without any further action or execution or acceptance of any documentation on the part of Member, constitute Member’s acceptance of and agreement to Financial Institution’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement, any applicable Product Schedule or otherwise prescribed by Financial Institution. In the event of a conflict between the terms of this Master Agreement and those of any Authorization Form, or Product Schedule, the terms of the Authorization Form, or Product Schedule as applicable, shall govern and control with respect to the Service at issue. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Financial Institution, intending to be legally bound, do hereby agree as follows:

Article I. Definitions.

The following terms and definitions apply when used in this Master Agreement.

- 1.1.** “Account” or “Accounts” means one or more checking, savings, money market or loan account that you have with us.
- 1.2.** “Account Access” means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- 1.3.** “Account Agreement” means the agreement between you and us that governs the use of your Account including the Share Account Agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.
- 1.4.** “Authorization Form” means the Authorization for Online Banking and Cash Management Services form attached hereto as Exhibit “A.”

- 1.5.** "Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.
- 1.6.** "Bill Payment Service" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via personal computer, entered on the bill payment site.
- 1.7.** "Bill Payment" or "Payment" means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.
- 1.8.** "Business Day(s)" means 8:30 a.m. to 5:00 p.m. Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- 1.9.** "Share Account Agreement" has the meaning provided in Section 10.7.
- 1.10.** "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- 1.11.** "Funds Transfer" or "Transfer" means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.
- 1.12.** "Online Banking" or "Service" means the service(s) described in this Master Agreement.
- 1.13.** "Password" means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- 1.14.** "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
- 1.15.** "PC" means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.
- 1.16.** "Product Schedule" refers to a separate agreement for certain cash management services offered by Financial Institution.
- 1.17.** "Transfer Day" means Monday - Friday, to 3:00 p.m., Eastern Time (Standard or Daylight). Holidays are not included.

Other definitions may be set forth elsewhere in this Master Agreement.

Article II. Setup and Use of Online Access Services.

2.1. Eligibility.

To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must also have at least one eligible share or loan account with us. If you have more than one Account, you will have access through the Service to the Accounts you specify on the Authorization Form. If you specify more than one Account on the Authorization Form, we will "link" the Accounts together. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. You must designate a User Name and Password which will be required to gain access to the Service. Prior to your first use of Online Banking, the Financial Institution will assign you a User Name and Password (the User Name and Password collectively are referred to as the "Access Codes"), required to gain access to Online Banking. The Online Banking system will ask you to change your Password the first time that you use the system.

"Eligible Accounts" include the following:

1. Checking Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates

2.2. Security Procedure.

The use of the Access Code, in addition to other authentication methods described below, is a security procedure established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

2.2.1. You agree to comply with the "Security Procedures" and any other Security Procedures Financial Institution directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your share account maintained with Financial Institution, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized

written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

- 2.2.2.** You agree to appoint and designate an administrator (the “Administrator”) who will be authorized and responsible for creating and maintaining subsequent User Ids, Passwords and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service, (“User”) and providing new and subsequent Security Devices to those Users. Financial Institution will provide Member’s designated Administrator, through United States postal mail and/or other delivery service selected by Financial Institution at Financial Institution’s option, with a User ID number and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Member understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Member will be required to use the Security Device each time it accesses the Services. Member acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of Member to electronically accept and approve any and all agreements and amendments to agreements by and between Financial Institution and Member, including but not limited to this Master Agreement.
- 2.2.3.** You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney’s fees, caused by you, your employees’, or agents’ failure to keep the Security procedures or Security Device confidential and secure.
- 2.2.4.** You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.
- 2.2.5.** We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our

judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

2.3. Access.

Services are generally accessible twenty-four (24) hours a day, seven (7) days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Master Agreement or any applicable Product Schedule for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Financial Institution may change the terms and conditions of this Master Agreement or any applicable Product Schedule from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Online Banking after the effective date of such changes will constitute your consent to the changes.

2.4. Equipment Requirements.

In order to use the Services, you must first obtain your own personal computer with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Also recommended is a high speed internet connection and the currently supported version of Microsoft Internet Explorer®, Mozilla Firefox®, or Apple Safari®. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your PC, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. Financial Institution shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Master Agreement or any applicable Product Schedule at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Financial Institution may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

Article III. Business Online Access Services.

3.1. Available Services.

Business Members may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances. Your account balance is generally current each Business Day, but may not include any transactions in process (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
4. Review recent transactions on your Accounts.
5. Transfer money to make loan payments.
6. Transfer money from Line of Credit to transactional accounts.
7. Communicate directly with Financial Institution via the Online Banking secure message center.
8. Download account information in various formats.

9. Issue stop payment orders.
10. View check images.
11. Order checks
12. *Originate ACH entries.
13. *Make Wire Transfers.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us.

*You must execute the applicable Product Schedules to use these services.

3.2. Additional Services.

Additional services may be included in an update to this Master Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at www.firstcomcu.org. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Master Agreement or separate agreements covering these services.

3.3. Restrictions; Limits.

In most cases you may use Online Banking to gain access to share accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

3.4. Vendor.

You acknowledge and agree that the Service can be provided by an independent third party service provider ("Vendor") as selected by Financial Institution, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Financial Institution. Neither the Financial Institution nor the Vendor is responsible for the actions or omissions of the other.

Article IV. Additional Information about the Services.

4.1. Account Access.

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

4.2. Processing Fund Transfers.

We can process a Transfer until 3:00 p.m., Eastern Time (Standard or Daylight) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer may be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other share account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.

4.3. Canceling Transfers or Payments.

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don’t receive your instruction to cancel a transaction before that time, we may process the transaction.

4.4. Transfer(s) from Savings/Money Market Accounts.

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market accounts. You are limited to six (6) preauthorized electronic fund transfers per month. Each fund transfer through these Services from your savings or money market account is counted as one of the six (6) transfers permitted each calendar month. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market accounts.

4.5. E-Mails.

The Financial Institution will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Financial Institution immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Financial Institution immediately by calling the Online Banking Department (see Section 10.6). The Financial Institution will not take actions based on your e-mail requests until the Financial Institution actually receives your message and has a reasonable opportunity to act.

4.6. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on your account. This is at the Financial Institution’s sole discretion.

4.7. Bill Payment Service.

4.7.1. You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. The Financial Institution reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, etc.

Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

4.7.2. You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. If you are scheduling a Payment for the current day it must be initiated prior to 3:00 p.m. Eastern Time (Standard or Daylight). Changes to previously scheduled Payments must be made before 3:00 p.m. Eastern Time (Standard or Daylight) the Business Day before the day it is to be initiated. If the transaction shows an (IN PROCESS) status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Financial Institution only initiates on Business Days. Funds must be available in your Account on the scheduled payment date. After funds are withdrawn from your Account to make a Payment, we may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your account on the same Business Day for Electronic Payments. Payments made by check will be deducted from your Account when the check clears your account. If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day. The Bill Payment Service will indicate whether a Payee is paid electronically or by check.

When you create a new Payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees, verify information about your account. You should schedule a Payment to a new Payee at least ten (10) Business Days before any Payment due date, to allow us time to set up the Payee and verify information about your account with the Payee. Financial Institution is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. The maximum per Payment amount is \$10,000 for check Payments. Electronic Payments are subject to the availability of sufficient funds in the designated checking account. However, Financial Institution reserves the right to impose limits at some future date, with proper written notice.

For all subsequent Payments, you agree to allow at least one (1) Business Day for electronic payments and at least five (5) Business Days for check payments between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. If you schedule your Payment and follow all instructions provided, and the Payment is not received by the Payee in a timely manner, a representative of Financial Institution will work with the Payee on your behalf to have any late fees or charges reversed.

When you schedule a Bill Payment that will be made by check, you authorize us to issue a check drawn on your qualified designated checking account for the requested amount. If sufficient funds are not available in your designated account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

4.7.3. If Payment is to be made electronically and your Account does not have sufficient funds to make a Payment as of the date the transfer or Payment is attempted or scheduled to be made, the Transfer or Payment will be canceled and no further attempt will be made by Financial Institution to make the Transfer or Payment. Financial Institution shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of recurring Payments, only

the Payment currently scheduled will be canceled. Recurring Payments schedule for future dates will not be affected.

4.7.4. Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a “one-time Payment.” One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed one (1) Business Day before the current transaction date.

A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check any time prior to 3:00 p.m. Eastern Time (Standard or Daylight) on the day such check is scheduled for final payment.

There is no fee for deleting a Payment initiated through Bill Payment; however a fee will apply for a stop on a Bill Payment check.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.

Article V. Limitations.

Your use of these Services is subject to the following limitations:

5.1. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

5.2. Frequency.

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

5.3. Foreign Transactions.

No Payments may be made to Payees outside the United States.

5.4. Additional Limitations.

Additional limitations may be contained in this Master Agreement or the applicable Product Schedule. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Financial Institution or by applicable law.

Article VI. Parties' Responsibilities.

6.1. Your Responsibility.

6.1.1. Physical and Electronic Security.

.1. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware,” “keystroke loggers,” and/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. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Financial Institution is not responsible for any damage to your 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. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

- .2.** You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Financial Institution will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Financial Institution transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not 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. To the extent allowed by law, you agree that Financial Institution is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.
- .3.** In the event of a breach of the Security Procedure, you agree to assist Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Financial Institution or Financial Institution’s agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Financial Institution shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Financial Institution.

6.1.2. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your User Name or Password have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number provided in Section 10.6 between 7:30 a.m. to 5:00 p.m. Eastern Time (Standard or Daylight) during a Business Day.

6.1.3. Duty to Inspect.

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Financial Institution. You must report all errors to the Financial Institution for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Financial Institution any claims arising from the error or any loss caused by the error.

6.1.4. Financial Information.

Financial Institution may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Financial Institution hereunder and/or adjustment of any limits set by this Master Agreement or any applicable Product Schedule. You agree to provide the requested financial information immediately upon request by Financial Institution, in the form required by Financial Institution. If you refuse to provide the requested financial information, or if Financial Institution concludes in its sole discretion that the credit risk of you is unacceptable, Financial Institution may terminate the Service according to the provisions hereof. You authorize Financial Institution to investigate or reinvestigate at any time any information provided by you in connection with this Master Agreement or any applicable Product Schedule or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

6.1.5. Deadlines.

You shall deliver or transmit all data or information to Financial Institution by the deadline(s) specified in this Master Agreement or any applicable Product Schedule and the Operating Instructions. Financial Institution shall have no obligation to process data or perform the Service if the data is not received by the Financial Institution by the specified deadline.

6.1.6. Payment for Services.

- .1.** You agree to pay Financial Institution the fees established by Financial Institution for rendering the Services under the terms of this Master Agreement or any applicable Product Schedule. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our General Information and Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable Monthly Fee(s) whether or not you use Online Banking.
- .2.** The Financial Institution may change or add any fees for Online Banking by the procedures outlined in Article IX for amending this Master Agreement. Fees charged for Online Banking under this Master Agreement are in addition to any service charges or fees that apply to your accounts with us.
- .3.** You authorize the Financial Institution to deduct all applicable Monthly Fees from any Account listed on the Authorization Form. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us or any of our affiliates. Furthermore, Financial Institution may setoff against any amount it owes to you in order to obtain payment of your obligations under this Master Agreement or any applicable Product Schedule.
- .4.** In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Master Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Financial Institution). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

6.1.7. Required Share Balance.

You agree to maintain the minimum collected balance ("Required Share Balance") in the amount and in the account specified in the Product Schedule establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.

6.1.8. Data and Information Supplied by You.

You shall transmit or deliver data and other information in the format and on the media as provided for in the Product Schedule and the Operating Instructions if applicable or as otherwise required by the Financial Institution in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Financial Institution shall not examine the data for correctness and the Financial Institution shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Financial Institution shall not process, and Financial Institution shall not be liable to you for failure to process, the data if it is not in the format specified by Financial Institution or if the data is incomplete. Financial Institution shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Master Agreement or any applicable Product Schedule and the Operating Instructions.

6.1.9. Remotely Created Checks.

If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to Financial Institution that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

6.1.10. Use of Services.

You will use the Services only for your own internal business use in accordance with the terms of this Master Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").

6.1.11. Prohibited Transactions.

You agree 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 you are bound, or (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 you being or becoming a "money service business" as defined in the Financial Institution 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. You acknowledge and agree that Financial Institution has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Financial Institution reserves the right to decline to execute any transaction or activity that Financial Institution believes violates the terms of this Agreement.

6.2. The Financial Institution's Responsibilities.

Financial Institution agrees to use ordinary care in rendering Services under this Master Agreement and any applicable Product Schedule. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Financial Institution may incur in collecting any sums you owe to Financial Institution for overdrafts, service charges or otherwise or in enforcing any rights Financial Institution may have under the terms of this Master Agreement and any applicable Product Schedule or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Financial Institution under this Master Agreement and any applicable Product Schedule. You also agree to pay all attorneys' fees, costs and expenses that Financial Institution may incur as the result of defending any claim or action made against Financial Institution by you, or on your behalf where

Financial Institution is found not to be liable for such claim. In no event shall Financial Institution be liable to you for attorneys' fees incurred by you in any action brought by you against Financial Institution.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

6.2.1. Access.

We will not be liable under this Master Agreement or any applicable Product Schedule for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

6.2.2. Your Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Banking Services.

6.2.3. Any Transaction or Instruction.

We will not honor a request for a Transfer if:

(a) it exceeds your collected and available funds with the Financial Institution; (b) it is not in accordance with any condition indicated by you and agreed to by the Financial Institution; (c) the Financial Institution has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Master Agreement or any Financial Institution policy, procedure or practice; or, (g) it is for the protection of the Financial Institution or you, the Financial Institution has reasonable cause not to honor.

Article VII. Privacy and Confidentiality.

7.1. Privacy/Information Sharing.

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our Financial Institution locations.

7.2. Confidential Information.

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Financial Institution by you and your Members in connection with this Master Agreement and any applicable Product Schedule is confidential. Financial Institution shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Financial Institution shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Master Agreement and any applicable Product Schedule, or to any other party to which the Financial Institution may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Master Agreement and any applicable Product Schedule all information furnished to you by Financial Institution or by third parties from whom Financial Institution has secured the right to use the Service, including, but not limited to, Financial Institution's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another Member of the Financial Institution, you shall promptly return such information to Financial Institution and not reveal such information to any other party and shall not make use of such information for your own benefit. Financial Institution and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the National Credit Union Administration, the Board of Governors of the Federal Reserve System, the Board of Directors of the National Credit Union Share Insurance Fund, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Financial Institution in connection with this Master Agreement and any applicable Product Schedule or supplied or made available to you by Financial Institution are the exclusive property of Financial Institution, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Financial Institution. This clause shall survive the termination of this Master Agreement.

Article VIII. Termination.

8.1. Termination Upon Written Notice.

Either you or the Financial Institution may terminate this Master Agreement, any applicable Product Schedule, and your Online Banking subscription at any time upon giving at least thirty (30) days prior written notice of the termination to the other party. If you terminate Online Banking, you authorize the Financial Institution to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Financial Institution has had a reasonable opportunity to act upon your termination notice. Once the Financial Institution has acted upon your termination notice, the Financial Institution will make no further transfers from your accounts, including any transfers you have previously authorized. If the Financial Institution terminates your use of Online Banking, the Financial Institution reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

8.2. Immediate Termination.

Either party shall have the right to terminate this Master Agreement, any applicable Product Schedule, and your Online Banking subscription immediately by giving written notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking

termination, experiences an adverse change in its financial condition or business which impairs the ability of such party to perform its obligations under this Master Agreement or any applicable Product Schedule, (v) fails to perform its obligations under this Master Agreement or any applicable Product Schedule or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading.

Notwithstanding the foregoing or Section 8.1, Financial Institution may immediately terminate this Master Agreement and/or any applicable Product Schedule without notice if, (a) you or we close your Account(s), or (b) in Financial Institution's sole discretion, Financial Institution determines that you have abused the Online Banking Service or Financial Institution believes that it will suffer a loss or other damage if the Master Agreement and/or applicable Product Schedule is not terminated.

8.3. Rights Cumulative.

Financial Institution's election to terminate this Master Agreement and/or any applicable Product Schedule is in addition to any and all other remedies that may be available to Financial Institution and will not affect any obligations you may have to Financial Institution. Any reinstatement of the Service under this Master Agreement and/or any applicable Product Schedule will be at Financial Institution's sole discretion and must be agreed upon in writing by an authorized representative of Financial Institution.

8.4. Rights/Duties Upon Termination.

Upon termination of this Master Agreement and/or any applicable Product Schedule, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within ten (10) days after the later to occur of (i) termination of the Master Agreement and/or any applicable Product Schedule or (ii) the last date that such party receives any such property or rights.

Upon termination of this Master Agreement and/or any applicable Product Schedule, (i) you will promptly pay to Financial Institution all sums due or to become due under this Master Agreement and/or applicable Product Schedule, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

Article IX. Changes in Terms and other Amendments.

The Financial Institution may amend the terms of this Master Agreement and any applicable Product Schedule alter, change, or modify the Services provided under the terms of this Master Agreement and any applicable Product Schedule (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Financial Institution and agreed to by the Financial Institution in writing.

Article X. Other Provisions.

10.1. Electronic Notices.

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with Financial Institution's Electronic Statement Delivery Authorization and Agreement.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone

immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 10.6.

10.2. Hours of Operation.

Our representatives are available to assist you from the hours of 9:00 a.m. to 4:30 p.m. Eastern Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Section 10.6.

10.3. Ownership of Website.

The content, information and offers on our website are copyrighted by Financial Institution and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Financial Institution's sites are the trademarks, service marks or logos of Financial Institution, or others as indicated.

10.4. Web-linking Practices.

Financial Institution may provide access to information, products or services offered on other third party web sites. The Financial Institution is not responsible for, nor does control, the content, products, or services provided by linked sites. The Financial Institution does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Financial Institution and have a privacy policy different than that of the Financial Institution. Your access, use and reliance upon such content, products or services is at your own risk.

10.5. Geographic Restrictions.

The Services described in this Master Agreement and any application for credit, share, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

10.6. Contact Information.

In case of questions about your electronic transactions contact Member service at:

**First Commonwealth Federal Credit Union
Attn: Business Services / HomeLink Business
P.O. Box 20450
Lehigh Valley, PA 18002-0450
Phone: (610)997-6381**

10.7. Share Account Agreement.

You acknowledge and agree that your share account maintained with Financial Institution is an integral part of the Services offered by Financial Institution and that all transactions and Services initiated or processed pursuant to this Master Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Share Account Agreement") governing accounts in effect from time to time between you and Financial Institution. The Share Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Master Agreement shall control over any inconsistent terms and conditions of the Share Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your share account required by Financial Institution. If you have not signed the foregoing forms required by Financial Institution, by signing this

Master Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Financial Institution.

10.8. Effective Dates.

The effective date of this Master Agreement and any applicable Product Schedule shall be the date upon which the Agreement is executed by you and accepted by Financial Institution.

10.9. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Financial Institution does not and cannot control the flow of data to or from Financial Institution's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Financial Institution cannot guarantee that such events will not occur. Accordingly, Financial Institution disclaims any and all liability resulting from or related to such events and in no event shall Financial Institution be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Financial Institution's ability to connect to the Internet on your behalf.

10.10. Limitation of Liability.

10.10.1. YOU AGREE THAT FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, FINANCIAL INSTITUTION OR FINANCIAL INSTITUTION'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.10.2. TO THE FULLEST EXTENT ALLOWED BY LAW, FINANCIAL INSTITUTION'S LIABILITY TO YOU UNDER THIS MASTER AGREEMENT OR ANY APPLICABLE PRODUCT SCHEDULE SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM FINANCIAL INSTITUTION'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL FINANCIAL INSTITUTION BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY FINANCIAL INSTITUTION DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

10.10.3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY FINANCIAL INSTITUTION ON AN "AS IS" BASIS.

10.10.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, FINANCIAL INSTITUTION MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY FINANCIAL INSTITUTION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MASTER AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

10.10.5. FINANCIAL INSTITUTION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF FINANCIAL INSTITUTION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10.10.6. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY FINANCIAL INSTITUTION TO YOU IN CONNECTION WITH THIS MASTER AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO FINANCIAL INSTITUTION OR FROM FINANCIAL INSTITUTION TO YOU. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

10.11. Relationship of Parties.

Member and Financial Institution acknowledge and agree that the relationship between Financial Institution and Member is that of an independent contractor and that this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

10.12. Force Majeure.

The Financial Institution shall not be responsible for any liability, loss, or damage resulting from Financial Institution's failure to perform any Service or to perform any other obligations under this Master Agreement and any applicable Product Schedule which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Financial Institution's control.

10.13. Reimbursement.

Any reimbursement by Financial Institution for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

10.14. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any applicable Product Schedule, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Financial Institution, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Master Agreement and any applicable Product Schedule, including all losses and expenses incurred by Financial Institution arising out of your failure to report required changes, transmission of incorrect data to Financial Institution, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Financial Institution's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Financial Institution, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Master Agreement and any applicable Product Schedule, (ii)

Financial Institution's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Financial Institution to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Master Agreement and any applicable Product Schedule, and/or (iv) your breach of applicable laws, rules or regulations.

10.15. ARBITRATION AND WAIVER OF JURY TRIAL.

YOU AND FINANCIAL INSTITUTION AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND FINANCIAL INSTITUTION, OR BETWEEN YOU AND ANY OF FINANCIAL INSTITUTION'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES ("THE ARBITRATION RULES"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS MASTER AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND FINANCIAL INSTITUTION. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE.

10.16. Governing Law.

These terms and conditions of this Master Agreement and any applicable Product Schedule shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions and without regard to your state of residence.

10.17. Enforcement.

In the event a dispute arises either directly or indirectly under this Master Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in the Commonwealth of Pennsylvania. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

10.18. Compliance with Laws, Rules, and Regulations.

You agree to comply with all existing and future instructions used by the Financial Institution for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which Financial Institution is a member or to which rules Financial Institution has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

10.19. Miscellaneous Provisions.

10.19.1. Headings. The headings and captions contained in this Master Agreement and any applicable Product Schedule are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement and any applicable Product Schedule or its interpretation, construction, or meaning.

10.19.2. Severability. The holding of any provision of this Master Agreement and any applicable Product Schedule as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Master Agreement and any applicable Product Schedule, which shall remain in full force and effect.

10.19.3. Waiver. No waiver by the Financial Institution (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement and any applicable Product Schedule shall bind the Financial Institution to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

10.19.4. Binding Effect. This Master Agreement and any applicable Product Schedule shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

10.19.5. Entire Agreement. This Master Agreement and any applicable Product Schedule constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Master Agreement.

10.19.6. Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Master Agreement and any applicable Product Schedule without Financial Institution's written consent. The Financial Institution may assign its rights and delegate its duties under this Master Agreement and any applicable Product Schedule to a company affiliated with the Financial Institution or to any other party.

EXHIBIT A

Authorization for Online Banking and Cash Management Services

I am an authorized representative of the organization specified below ("Company"). Company has received the HomeLink Business Online Banking and Master Cash Management Agreement ("Master Agreement") and agrees to adhere to the Master Agreement and any applicable Product Schedules or User Guides from **First Commonwealth Federal Credit Union** ("Financial Institution"). Capitalized terms used in this Authorization Form, not otherwise defined, have the meanings given to them in the Master Agreement.

After I sign below on behalf of Company, the Company may from time to time request Financial Institution to provide any of the Services described in the Master Agreement. Company may begin to use any such Service once Financial Institution has approved such use and has received all required and properly executed forms and Company has successfully completed any testing or training requirements.

I warrant that Company has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of Company this Authorization Form and any other documents Financial Institution may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to Company. These may include, but are not limited to giving Financial Institution instructions with regard to Services and designating employees or agents to act in the name and on behalf of Company (Exhibit B is the Delegation of Authority form for authorized names of employees for all or specific Services).

Dated:

Company's Legal Name

Signature

Second Signature if required by Company

Print Name

Print Name

Print Title

Print Title

The following addresses may be used for giving notices in connection with this Master Agreement except as you or we provide the other different addresses to be used in conjunction with your accounts or particular Services.

Telephone: () _____

Fax: () _____

Account Set-up Information*	
Account Number	Account Nickname

*Provide account(s) which should be added to Online Banking and its/their nickname, e.g. "Operating Account"

FINANCIAL INSTITUTION:
First Commonwealth Federal Credit Union

Dated:

Print Title

Signature

Print Name

EXHIBIT B

Cash Management Delegation of Authority

This form is to be used when Member wishes to delegate authority to sign various authorization forms to someone other than the person who signed the Authorization for Cash Management Services (Appendix A).

By signing below, Member authorizes the incumbent of the specified position listed in Section A or each person listed in Section B below, acting alone, to execute documents that Financial Institution may request, and any amendments or renewals pertaining to the use of Services, including but not limited to designating one or more persons authorized to initiate, amend, cancel, confirm, or verify the authenticity of instructions to Financial Institution for Services (whether given orally, electronically, or by fax instructions) and to revoke any authorization granted to such person as he or she deems appropriate. The signer of this form has the same authority describe above for each Service with Financial Institution, unless otherwise specified. Financial Institution is entitled to rely on this delegation until written notice of its revocation is received by Financial Institution.

Guidelines for Completion: Fill out either Section A or Section B, or both, depending on your specific needs.
To delegate authority to any person holding a specific title, fill out Section A.
To delegate authority to specific individuals by name, fill out Section B.

For each name or title, indicate "All" in the "Service" column if the person or title has authority to sign documents for all Services which Member receives from Financial Institution. Otherwise, indicate specific Services for which the person or title has authority. For each name or title, indicate the entity or entities for which the person or title has authority to sign documents.

Section A. To Delegate Authority to Any Person Holding a Specific Positions/Titles

Title	Service	Entity

Section B. To Delegate Authority to Specific Individuals

Name	Service	Entity	Specimen Signature

Member/Member Authorization

Member/Member Authorization Instructions: The same person who signed the HomeLink Business Online Banking and Master Cash Management Agreement form must sign this Cash Management Delegation of Authority form.

Dated

Company's Legal Name

Signature

Title

Printed Name

First Commonwealth Federal Credit Union WIRE TRANSFER PRODUCT SCHEDULE

By signing this Wire Transfer Product Schedule ("Product Schedule") **COMPANY NAME** ("Member," "you," "your," "its" or "User") hereby requests First Commonwealth Federal Credit Union ("Financial Institution," "our," "us," or "we") to provide the Service described in this Product Schedule. Member agrees that this Product Schedule sets forth the terms and conditions pursuant to which Financial Institution will provide to Member the Service outlined herein, and is entered into as a Product Schedule under the HomeLink Business Online Banking and Master Cash Management Agreement ("Master Agreement"). Financial Institution and Member agree that by executing this Product Schedule, Member acknowledges receipt of and agrees to the terms of the Master Agreement. Terms not otherwise defined in this Product Schedule shall have the meaning ascribed to those terms in the Master Agreement. In the event of inconsistency between a provision of this Product Schedule, the Uniform Commercial Code (the "UCC"), the Master Agreement, and/or the Business Membership and Account Agreement, the provisions of this Product Schedule shall prevail.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Financial Institution and Member, intending to be legally bound, do hereby agree as follows:

- 1. Authorization to Accept Payment Orders.** Financial Institution is authorized to accept and/or execute "Payment Orders," as that term is defined in Article 4A of the Uniform Commercial Code issued by Member, Administrators(s), User(s) Authorized Member Representatives or Authorized Member Agents, as those terms are defined herein.
 - 1.1. Written or Oral Payment Orders.** Member hereby expressly agrees to be bound by any Payment Order, whether or not authorized, issued in its name and accepted by Financial Institution in compliance with the Security Procedure, defined below. By one or more written resolutions acceptable to the Financial Institution and certified by Member in accordance with Schedule A attached hereto, Member shall designate those individuals (herein referred to as "Member's Authorized Representative(s)") who shall be authorized to designate, on Schedule B attached hereto or other form acceptable to Financial Institution, one or more "Authorized Member Agents" as the sole representatives of Member authorized to transmit and verify funds transfer instructions hereunder on behalf of Member, and shall indicate on such Schedule the functions that each Authorized Member Agent is authorized to conduct on behalf of Member. Designation of Authorized Member Agents may be altered or revoked from time to time upon written notice to the Financial Institution from any of Member's Authorized Representative, provided that the Financial Institution may in its sole discretion act upon verbal notice of revocation which the Financial Institution reasonably believes to be from any Member's Authorized Representative(s), which revocation shall later be confirmed in writing by a Member's Authorized Representative. Financial Institution shall be entitled to deem any person having knowledge of any security codes required in order to initiate funds transfer instructions under this Product Schedule to be an Authorized Member Agent. Member may establish dollar limits and limits on daily number of Payment Orders for Authorized Member Agents. Such limits, if any, shall be designated in Schedule D.
- 2. Execution and Acceptance of Payment Orders.** Financial Institution is hereby authorized to honor, execute and accept each and every Payment Order received by it in the name of the Member as sender or issued by an Authorized Member Agent. If Financial Institution elects to accept Payment Orders issued by

Member, Financial Institution shall use reasonable efforts to comply with the Payment Order in paying the proceeds to the beneficiary, if Financial Institution is also the beneficiary's financial institution, or in executing the Payment Order if Financial Institution is not also the beneficiary's financial institution. Member shall issue the Payment Order to Financial Institution in a timely manner sufficient to allow Financial Institution to ensure that payment is made to the beneficiary on the payment date. Financial Institution shall be entitled to deem any person having knowledge of any security codes required in order to initiate Payment Orders under this Product Schedule to be an Authorized Member Agent. Financial Institution may, in all cases, rely on and accept Payment Orders issued on behalf of Member by any individual(s) authorized by Member to sign checks on any of Member's share accounts with Financial Institution.

- 3. Security Procedures.** In addition to, and without limiting the generality of, the Security Procedure provisions of the Master Agreement, Member shall comply with the "Security Procedures" described in Schedule C attached hereto and made a part hereof, and Member acknowledges and agrees that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of Payment Orders.
- 4. Settlement.** The Financial Institution is not obligated by this Product Schedule to honor, execute, or accept any Payment Order. If Financial Institution elects to accept Payment Orders issued by Member, Member agrees to settle for all Payment Orders issued by Member, Authorized Member Agent(s) or Payment Orders otherwise made effective against Member. Settlement shall be made by Member to Financial Institution in any manner specified by Financial Institution. Notwithstanding the foregoing, Financial Institution is hereby authorized to charge the account designated by Member ("Authorized Account") as settlement for Payment Orders issued by Member. Member shall designate the Authorized Account in Schedule D attached hereto and made a part hereof. Member shall maintain sufficient collected funds in the Authorized Account to settle for the Payment Order at the time that the Payment Order is issued. Financial Institution may, in its sole discretion, transfer funds from the Authorized Account in excess of the collected balance and thereby create an overdraft. In this event, Member shall promptly reimburse the Financial Institution upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Member as a result of an overdrawn account based upon the Financial Institution's account rules and pricing schedules. If Financial Institution elects to pay Member's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Financial Institution's rights to refuse to do so at any other time nor shall it be an agreement by the Financial Institution to pay checks or other items in the overdraft. Financial Institution shall have the right to charge other accounts maintained by Member with Financial Institution that are not designated as an Authorized Account if Financial Institution accepts the Payment Order and the designated Authorized Account does not have sufficient balances to settle for the Payment Order. Financial Institution may process Payment Orders in any order convenient to Financial Institution and Financial Institution may charge items, including settlement for Payment Orders, in any order or sequence selected by Financial Institution.
- 5. Method of Issuance of Payment Orders.**

 - 5.1. Issuance of Payment Orders.** Member may issue Payment Orders orally, by secure e-mail, by fax, or in writing. Payment Orders may only be executed on a "Business Day" which is Monday through Friday, excluding Federal holidays. Payment Orders received before the cut-off time established by Financial Institution will be processed on the same Business Day. Payment Orders received on a non-Business Day or after the cut-off time on a Business Day will be treated as being received on the next Business Day. The funds transfer cut-off time may be obtained by contacting Financial Institution. Member acknowledges that the Financial Institution shall have no obligation to ascertain the identity of the beneficiary or the beneficiary's financial institution and shall have the right to reject any Payment Order that does not identify the account number and address of the beneficiary and the identifying number of the beneficiary's financial institution. Member further acknowledges that Financial Institution is not responsible for detecting any Member error contained in any Payment Order sent by the Member to

the Financial Institution. Financial Institution may, at its option, record electronically all telephonic instructions received by Financial Institution from Member without further notification and may retain such recordings for any period of time selected by Financial Institution. Member consents to the recording of such telephone conversations. The decision of whether to record a particular conversation is within the Financial Institution's discretion, and the Financial Institution has no liability for failure to record.

5.2. Repetitive Instructions. The Financial Institution will transfer funds on a repetitive basis to other Member accounts or third party accounts as described in written instructions to the Financial Institution signed by an Authorized Member Agent as contained in Schedule E attached hereto and made a part hereof. The transfers will be considered repetitive if they are to be effected at least monthly with the original written instructions remaining constant except for the date and dollar amount of the transfer involved. Financial Institution shall assign a unique code for each repetitive transfer which Member shall furnish to Financial Institution at the time the transfer request is made.

6. Errors in Payment Orders. Member agrees that Financial Institution shall have no obligation to discover errors in Payment Orders and shall not be liable to Member for errors made by Member, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's financial institution, or for errors in the amount of the Payment Order. Financial Institution shall likewise have no duty to discover and shall not be liable for duplicate Payment Orders issued by Member. In the event that Member makes an error or issues a duplicate Payment Order, Member shall indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Financial Institution as the result of completion of the funds transfer.

7. Use of Account Numbers. The Member is notified, and hereby acknowledges, that in executing or otherwise acting on a Payment Order the Financial Institution shall rely solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's financial institution or intermediary financial institution and shall not rely on the name of the beneficiary. Likewise, acceptance of a Payment Order may be made by a beneficiary's financial institution on the basis of an identifying or financial institution account number even if it identifies a person different from the named beneficiary. Member is liable for and must settle with Financial Institution for any funds transfer initiated by Member that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Financial Institution shall have no duty to detect any inconsistency between the name and number contained in a Payment Order and the Member shall be responsible for any inconsistencies. The Member shall indemnify and hold the Financial Institution harmless from and against any loss, liability, expense or damage that the Financial Institution may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

8. Amendments and Cancellations.

8.1. A Payment Order may be canceled by the Member, provided the cancellation instruction is received by the Financial Institution, and verified pursuant to the Security Procedures in effect, at a time and in a manner affording the Financial Institution a reasonable opportunity to act prior to the Financial Institution's acceptance of the Payment Order.

8.2. The Financial Institution is not obligated to amend or cancel a Payment Order after acceptance, but if in Financial Institution's sole discretion, it agrees with Member to do so, it may condition such amendment or cancellation upon compliance with the Security Procedures. Any cancellation of a Payment Order by the Financial Institution shall relieve the Financial Institution of any obligation to act on such Payment Order and any amendment of a Payment Order by the Financial Institution shall relieve the Financial Institution of any obligation to act on such Payment Order in its un-amended form.

8.3. Member acknowledges and agrees that after a Payment Order has been accepted by the beneficiary's financial institution, return of such funds must be authorized by the beneficiary and Financial Institution has no responsibility to procure the return of such funds. If Member asks Financial Institution to recover funds which Financial Institution has already transferred, Financial Institution shall be under no obligation to do so. If Member deposits with Financial Institution an amount reasonably determined in good faith by Financial Institution to approximate the costs and expenses (including attorney's fees) which Financial Institution may incur in attempting to recover the funds transferred, Financial Institution may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Financial Institution may request Member to provide a bond or other assurance of payment reasonably satisfactory to Financial Institution. Upon such deposit, or the supplying of such other assurance, Financial Institution may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Financial Institution be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

9. Rejection of Payment Order. Member agrees that Financial Institution has no obligation to accept a Payment Order and therefore may reject any Payment Order issued by Member. Financial Institution has no obligation to notify Member of the rejection of the Payment Order issued by Member but Financial Institution may so notify at its option. Financial Institution shall have no liability to Member for rejection of a Payment Order and shall not be liable to pay interest to Member even if the amount of Member's Payment Order is fully covered by a withdrawable credit balance in an Authorized Account of Member or the Financial Institution has otherwise received full payment from Member.

10. Use of Correspondents, Agents, and Systems.

10.1. The Member agrees that in executing any Payment Order the Financial Institution may make use of such correspondents, agents and Payment Order and communication systems as it deems necessary or desirable to execute such Payment Order. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Member and the Financial Institution shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Financial Institution shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Payment Order by such correspondents, agents and Payment Order and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Payment Order and communication systems, all such risk being borne by the Member.

10.2. Each Payment Order, amendment or cancellation thereof, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not the Financial Institution is a member of the system. Any Payment Order or cancellation thereof may be transmitted by any financial institution by use of the funds transfer system of the Federal Reserve Financial Institution ("Fedwire"). The rights and obligations of the Financial Institution and the Member with respect to any Payment Order, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Financial Institution. The Member acknowledges the Financial Institution's right to reserve, adjust, stop payment, or delay posting of an executed Payment Order is subject to the laws, regulations, circulars, and rules described in this Section 10.2.

11. Compliance with Laws. Member agrees to comply with all applicable laws, rules, procedures and regulations with respect to the use of its accounts at the Financial Institution and its use of the service described in this Product Schedule. The Financial Institution will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). It shall be the responsibility of Member to obtain information regarding such OFAC regulations. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-

OFAC or from OFAC's home page site at www.ustreas.gov/ofac). If any Payment Order is to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Financial Institution shall not complete the transfer and shall "block" the funds until such time that OFAC issues a written release to the Financial Institution.

- 12. Unauthorized Transactions and Other Errors.** The Financial Institution shall provide the Member with advices describing each Payment Order paid or executed on behalf of the Member. Such advices shall be mailed not later than the business day following the day of execution or payment to a beneficiary of a Payment Order or as determined by the Financial Institution in its discretion. The Member shall notify the Financial Institution of any discrepancy between the Payment Order and the related funds transfer, or of any unauthorized transaction or other error on the next business day following receipt of any advice or within thirty (30) calendar days of the delivery or mailing by Financial Institution (whichever occurs first) of any statement of account relating to the Authorized Account, whichever is earlier, which time limits Member agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing. The Member will be deemed to have received any advices and statements of account that are mailed by the Financial Institution five (5) business days after such mailing. The Financial Institution shall have no liability to the Member for any loss or damage sustained by the Member arising out of any Payment Order referenced in a statement of account for the Authorized Account or in an individual advice, and no legal proceeding or action shall be brought by Member against Financial Institution to recover such loss or damage, unless (a) Member shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Member waives any right to seek or enforce payment of attorneys' fees related thereto.
- 13. Indemnification.** In addition to, and without limiting the generality of, the indemnification provisions of the Master Agreement, Member shall be liable to the Financial Institution for and shall indemnify and hold the Financial Institution and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses arising or resulting from acts or omissions of Member, or from the provision of invalid or inaccurate data by Member or by any other person or entity acting on Member's behalf, including without limitation (a) a breach by Member of any provision of this Product Schedule; (b) the Financial Institution's debiting or crediting of the account of any person or entity as requested by Member; and (c) the failure to act or the delay of any financial institution other than the Financial Institution.
- 14. Limitation of Liability.** In addition to, and without limiting the generality of, the limitation of liability provisions of the Master Agreement:
- 14.1.** The Financial Institution shall be responsible only for performing the funds transfer services described in this Product Schedule and shall be liable only for its own gross negligence or willful misconduct in performing these Services. The Financial Institution shall not be liable for acts or omission by Member or any other person or entity, including without limitation any funds transfer systems, any Federal Reserve Financial Institution, any beneficiary's financial institution and any beneficiary, none of which shall be deemed the Financial Institution's agent. In addition to the "Force Majeure" provisions of the Master Agreement, the Financial Institution shall be excused from delaying or failing to execute a funds transfer due to any changes in the rules, regulations and policies of the Federal Reserve Board that affect the Financial Institution's ability to send or receive funds at any time, for any reason, if the funds transfer would result in the Financial Institution's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if the funds transfer would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of any other governmental regulatory authorities.
- 14.2.** Except as otherwise required by applicable law, the Financial Institution shall not be liable for any loss or liability arising from (a) any inaccuracy or failure to act on the part of any person not within the

Financial Institution's reasonable control, including but not limited to the failure of any other financial institution(s) to provide accurate or timely information to the Financial Institution or the Member, (b) the failure of other financial institutions to accept payment orders, (c) Member's negligence, wrongful act or breach of this Product Schedule, or (d) any ambiguity or inaccuracy in any instruction given to the Financial Institution by Member.

14.3. ANY LIABILITY OF THE FINANCIAL INSTITUTION FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED USING A RATE EQUAL TO THE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE FINANCIAL INSTITUTION OF NEW YORK FOR THE PERIOD INVOLVED. PAYMENT WILL BE MADE BY CREDITING THE APPROPRIATE ACCOUNT AT THE FINANCIAL INSTITUTION INVOLVED IN THE FUNDS TRANSFER. THE FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR MEMBER'S ATTORNEYS' FEES.

15. Member Cooperation. In the event that the Financial Institution is entitled under the law governing mistake and restitution to recover from any beneficiary all or any part of a funds transfer made to such beneficiary hereunder, Member shall upon the Financial Institution's request but without expense to the Financial Institution testify in any legal proceedings and otherwise take any action necessary to assist or enable Financial Institution to recover from such beneficiary. Member hereby consents to the Financial Institution's disclosure to government authorities of information concerning the Member and transactions under this Product Schedule that the Financial Institution believes to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements.

16. Furnishing Information. Upon request the Member will provide the Financial Institution with any transaction information necessary for the Financial Institution to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Payment Orders, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

17. Transactions with Financial Institutions. If the Member is a financial institution (as defined in UCC 4A), and under applicable law the Member is not deemed the originator of the order to which a Payment Order relates, the Member agrees to indemnify and hold the Financial Institution harmless for any loss or liability owed to such originator to the extent that such loss or liability would not have been incurred if the Member had been an originator.

18. Entire Agreement. The Business Account Agreement governing Member's account (the "Account Agreement"), the Master Agreement, and this Product Schedule (a) constitute the entire agreement between the Financial Institution and Member regarding the use of the Financial Institution's funds transfer service; (b) supersede any prior agreements between the Financial Institution and Member regarding funds transfers and (c) shall be binding upon and enforceable against Member's successors and assigns. If any inconsistency exists between the Account Agreement and this Product Schedule, the terms of this Product Schedule shall control. If any part of this Product Schedule is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect.

19. Amendments. Financial Institution may amend this Product Schedule from time to time upon written notice to the Member. In the event that performance of services under this Product Schedule would result in a violation of any present or future statute, regulation or governmental policy to which the Financial Institution is subject, then this Product Schedule shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, the Financial Institution may terminate this Product Schedule if it deems such action necessary or appropriate under the circumstances. The Financial Institution shall have no liability to the Member as a result of any such violation, amendment or termination. Any practices or course of dealings between the Financial Institution and the Member, or any procedures or operational alterations used by them, shall not constitute a modification of this Product Schedule nor shall they be construed as an amendment to this Product Schedule.

20. Payment for Services. The Member shall pay the Financial Institution the charges for the services provided in connection with this Product Schedule, as set forth in Financial Institution's Fee Schedule attached hereto as Schedule F. All fees and services are subject to change upon thirty (30) days prior written notice from the Financial Institution. Such charges do not include, and the Member shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Business Membership and Account Agreement between the Financial Institution and the Member with respect to the Account.

21. Notices, Instructions, Etc.

21.1. Except as stated herein, the Financial Institution shall not be required to act upon any notice or instruction received from the Member or any other person, or to provide any notice or advice to the Member or any other person with respect to any matter.

21.2. Except as stated herein, the Financial Institution shall not be required to act upon any notice or instruction received from the Member or any other person, or to provide any notice or advice to the Member or any other person with respect to any matter.

21.3. The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Member, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by the Financial Institution.

21.4. Except as stated herein, any written notice or other written communication required or permitted to be given under this Product Schedule shall be delivered or sent by US mail, if to Member, at the address of Member on the books of Financial Institution and if to Financial Institution, at the following address:

**First Commonwealth Federal Credit Union
Attention: Wire Transfer
P.O. Box 20450
Lehigh Valley, PA 18002-0450**

unless another address is substituted by notice delivered or sent as provided heron. Except as otherwise stated herein, any such notice shall be deemed given when received.

This Product Schedule must be signed on behalf of Member by an Authorized Member Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Product Schedule through their duly authorized officers on the dates indicated below.

MEMBER:

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINANCIAL INSTITUTION:

First Commonwealth Federal Credit Union

By: _____
(signature)

Name: _____

Title: _____

Date: _____

**RESOLUTION
SCHEDULE A
TO WIRE TRANSFER PRODUCT SCHEDULE**

I, _____, _____ (Title) of _____, (herein called "Company"), hereby certify that the Company is a: (check one)

Type of Organization:

- Corporation
- Limited Liability Company
- Partnership
- Sole Proprietorship
- Public Funds

Governing Body:

- Board of Directors
- Members and/or Managers
- Partners
- Owner
- Treasurer

formed under the laws of _____.

At a meeting of the Governing Body of the _____ held at its office in the city of _____ on _____ pursuant to due notice, at which a quorum of the Governing Body was present, on motion, duly seconded, the following resolutions were unanimously adopted:

Resolved, that the _____ in consideration of the Financial Institution entering into a Wire Transfer Product Schedule with Company:

(1) The following officer(s) of Company:

Typed or Printed
Name: _____
Title: _____

Typed or Printed
Name: _____
Title: _____

(signature) _____

(signature) _____

Typed or Printed
Name: _____
Title: _____

Typed or Printed
Name: _____
Title: _____

(signature) _____

(signature) _____

is/are hereby designated as "Company's Authorized Representative(s)" and authorized, for and on behalf of Company: (i) to execute and deliver to the Financial Institution, the Product Schedule (including all appendices) attached hereto, which has been reviewed and approved by the Governing Body; (ii) to designate not less than two (2) Authorized Company Agents in accordance with the Product Schedule as the representatives of Company authorized to transmit and verify transfer instructions to the Financial Institution; (iii) to modify, substitute, or revoke, in accordance with the Product Schedule, the designation of Authorized Company Agents; (iv) to execute and deliver to the Financial Institution, in accordance with the Product Schedule, any waiver or special agreement between Company and the Financial Institution respecting Company Callback procedures or additional Security Procedures, including any such waiver or special agreement respecting the Financial Institution's standard of care or obligating Company to indemnify the Financial Institution; and (v) to execute and deliver to the Financial Institution any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the Product Schedule.

(2) The Financial Institution shall be entitled to rely on this Resolution for the identification of the names and signatures of the persons holding the aforementioned offices of Company until such resolution or resolutions are superseded by a later resolution. Financial Institution shall be indemnified against and held harmless by Company from any and all claims, demands, losses, damages, costs or expenses (included but not limited to, attorneys' fees incurred in the enforcement hereof) in connection with or arising out of Financial Institution's honoring any signature or other request of any person so certified or refusing to honor any signature or other request not so certified by this Resolution.

(3) Any and all actions taken by any of the officers or representatives of Company, for and on behalf and in the name of Company, with the Financial Institution prior to the adoption of this Resolution, including but not limited to requests for funds transfers and the negotiation of funds transfer agreements, are hereby ratified, confirmed and approved in all respects for all purposes.

(4) This Resolution will continue in full force and effect until the Financial Institution shall receive (i) a subsequent Resolution which shall have the effect of canceling the previous Resolution; or (ii) notice in writing from the Secretary or any Assistant Secretary of Company of the revocation thereof by a resolution duly adopted by the Board.

(5) This Resolution shall, when delivered to the Financial Institution, constitute a part of the Product Schedule. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Product Schedule.

This is to certify that the above is a true and correct copy of the resolutions unanimously adopted, on the motion duly seconded, at a meeting of the Governing Body of _____ an entity organized under the laws of _____ held at its office in the city of _____ on _____ pursuant to due notice at which meeting a quorum of the Governing Body was present; and that said resolutions are duly entered upon the Minute Book of Company and are now in full force and effect.

Signed and delivered to the Financial Institution, this ____ day of _____, 20__.

COMPANY:

BY: _____
(Secretary or Cashier)

**DESIGNATION OF AUTHORIZED MEMBER AGENT
SCHEDULE B
TO WIRE TRANSFER PRODUCT SCHEDULE**
(Complete a separate Designation Form for each Member Account)

When executed by the Financial Institution and Member, this Schedule shall constitute a part of the Wire Transfer Product Schedule in effect between the Financial Institution and Member. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Product Schedule.

In accordance with that certain Wire Transfer Product Schedule between the undersigned Member and the Financial Institution, the following individuals are hereby designated as Authorized Member Agents and the representatives of Member authorized to transmit and/or verify funds transfer instructions in connection with the below-referenced account to the Financial Institution on behalf of Member:

LISTING OF PERSONS AUTHORIZED TO INITIATE OR AUTHENTICATE

Name	Title	Phone Number

LISTING OF PERSONS AUTHORIZED TO AUTHENTICATE

Name	Title	Phone Number

This Schedule must be signed on behalf of Member by Member's Authorized Representative.

MEMBER: _____

BY: _____
(signature)

Typed or Printed

Name: _____

Title: _____

Date: _____

**FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER PRODUCT SCHEDULE**

I. SECURITY PROCEDURES

When executed by the Financial Institution and Member, this Schedule shall constitute a part of the Wire Transfer Product Schedule in effect between the Financial Institution and Member. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Product Schedule.

The following are the Security Procedures referred to in the Product Schedule between the undersigned Member and the Financial Institution. Member acknowledges that the Security Procedures are commercially reasonable in the context of the Member's operation, requirements, and internal procedures.

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Member under the Product Schedule:

1. Member or their authorized agents can initiate funds transfers using Cash Management in HomeLink Business based on predetermined limits.
2. Member Callback. The Financial Institution shall be entitled, in its sole discretion, to verify funds transfer instruction, as a condition to the Financial Institution's execution of same, by way of return telephone call to an Authorized Member Agent other than the Authorized Member Agent originating such instructions (hereinafter referred to as "Member Callback").
3. The status of the transaction is displayed on the Wire List in the Cash Management function. Member must review the information provided and notify First Commonwealth Federal Credit Union of any discrepancies by calling (610) 821-2403 or toll-free at 888-821-2400. Member assumes any and all liability if they fail to notify First Commonwealth Federal Credit Union immediately.

SCHEDULE D

Member Name _____

Address _____

Telephone number _____

Facsimile number _____

Member email _____

TIN _____

Authorized Wire Transfer Accounts (Authorized Accounts) Limits Per Transaction/Day

Account Name	Account Number	\$ Limit per Transaction	\$ Limit per Day

**FUNDS TRANSFER AUTHORIZATION AGREEMENT
 REPETITIVE TRANSFERS
 SCHEDULE E
 TO WIRE TRANSFER PRODUCT SCHEDULE**

Set forth below are the details of any repetitive or automatic standing transfers referred to in the Wire Transfer Product Schedule between Member and Financial Institution. Financial Institution is hereby authorized and directed to assign a repetitive transfer number and establish each transfer described below as a repetitive transfer with that number.

Member will use the assigned number to request such transfers in the future.

For Financial Institution Use Only Repetitive Number	Beneficiary Name	Beneficiary Account Number	Beneficiary Financial Institution Routing Number	Member Account Number to Debit

MEMBER:

(Member Name)

Signature of Authorized Member Agent*¹

Name and Title *(Please print or type)*

Date: _____

**Must be an authorized signer on the account.*

¹ These persons must also be authorized to execute the Funds Transfer Agreement between Company and Bank. Signatures by other persons will not be accepted.

First Commonwealth Federal Credit Union

ACH ORIGATION PRODUCT SCHEDULE

By signing this ACH Origination Product Schedule ("Product Schedule") **COMPANY NAME** ("Member") hereby requests First Commonwealth Federal Credit Union ("Financial Institution") to provide the Services described in this Product Schedule, and Member accepts and agrees to all terms, conditions, and provisions of this Product Schedule and agrees that this Product Schedule sets forth the terms and conditions pursuant to which Financial Institution will provide to Member the ACH Services outlined herein ("Services"). Member further agrees that this Product Schedule is entered into as a Product Schedule under the HomeLink Business Online Banking and Master Cash Management Agreement ("Master Agreement"). Financial Institution and Member agree that by executing this Product Schedule, Member acknowledges receipt of and agrees to the terms of the Master Agreement.

Member wishes to initiate credit and/or debit Entries through the Financial Institution to accounts maintained at Financial Institution and in other depository financial institutions by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Product Schedule and the rules of the National Automated Clearing House Association ("NACHA") and Financial Institution's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "Rules"), and Financial Institution is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. In the event of inconsistency between a provision of this Product Schedule, the Uniform Commercial Code ("UCC"), the Master Agreement, and/or the Business Membership and Account Agreement, the provisions of this Product Schedule shall prevail. Terms not otherwise defined in this Product Schedule shall have the meaning ascribed to those terms in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Member hereunder from which Financial Institution initiates each Entry.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Financial Institution and Member, intending to be legally bound, do hereby agree as follows:

AGREEMENT

1. COMPLIANCE WITH RULES AND LAWS. Member acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at www.nacha.org under the publications tab. Member agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Product Schedule, and any amendments to these Rules made from time to time. It shall be the responsibility of the Member that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Member 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 home page site at www.ustreas.gov/ofac.) Member agrees that the performance of any action by Financial Institution to debit or credit an account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of the Financial Institution under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"). Member agrees generally and warrants to Financial Institution that all actions by Member contemplated by this Product Schedule, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council ("FFIEC"). Financial Institution will charge the Member with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of non-compliance by the Member and the Member agrees to fully reimburse and/or indemnify Financial Institution for such charges or fines. The specific duties of the Member provided in the following paragraphs of this Product Schedule in no way limit the foregoing undertaking. The duties of the Member set forth in the following paragraphs of this Product Schedule in no way limit the requirement of complying with the Rules.

2. UNDERWRITING. Member approval for use of this Service may be subject to underwriting criteria established by Financial Institution from time to time. If Financial Institution requires application of underwriting criteria to Member approval for use of this Service, Financial Institution will communicate to Member the nature and content of that criteria and the information Member will be required to provide to Financial Institution. Member agrees to provide Financial Institution such financial, business and operating information as Financial Institution may reasonably request in connection with Financial Institution's underwriting and approval process. Financial Institution may require the personal guarantee of a principal or an owner of company. **Schedule I** should be executed if such a guarantee is required.

3. SECURITY INTEREST. To secure the payment and performance of Member's obligations set forth herein, Member grants to Financial Institution a security interest in and pledges and assigns to Financial Institution all of Member's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Member (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Financial Institution's custody or control; (b) any other collateral described in any security instrument securing the obligations of Member to Financial Institution under this Product Schedule or any other obligation of Member to Financial Institution; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

4. DESIGNATION OF ADMINISTRATOR. In order to originate ACH Entries, Member must designate at least one Administrator. Administrator(s) shall be responsible for designating "Users" who Member authorizes to issue Entries on its behalf. For the purposes of this Product Schedule, the term User shall also include the Administrator. The Financial Institution shall be entitled to rely on the designations made by the Member's Administrator(s) and shall not be responsible for matching the names of the Member Users designated by the Administrator(s) to names or titles listed in Member's banking resolutions. Member agrees that any such online Entries shall comply with Financial Institution's Security Procedures, which are subject to change without notice to Member. Although Financial Institution is only required to act upon the instructions of the User(s), the Financial Institution may, in its sole discretion, execute debit or credit Entries initiated by any individuals authorized by Member to sign checks on Member accounts. The signature cards establishing the authorized signatories for Member share accounts are hereby incorporated by reference and made a part hereof.

5. TRANSMISSION OF ENTRIES BY MEMBER. User(s) shall initiate the debit or credit Entries in **Schedule A** hereunder on behalf of and selected by Member. Financial Institution shall be entitled to deem any person having knowledge of any Security Procedure, defined below in Section 8 of this Product Schedule and required to initiate Entries under this Product Schedule, to be a User. User(s) shall transmit Entries to Financial Institution in computer readable form in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Financial Institution. Entries shall be transmitted to Financial Institution no later than the time and the number of days prior to the Effective Entry Date specified in the Processing Schedule attached hereto and made a part hereof as **Schedule B**. For the purposes of this Product Schedule, "Business Day" means Monday through Friday, excluding federal holidays and the "Settlement Date" with respect to any Entry shall be the Business Day when such Entry is debited or credited in accordance with instructions of the Member. A federal holiday calendar is attached as **Schedule G**. 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 Member to Financial Institution on any one Business Day shall not exceed the lesser of the amount of collected funds in Member's account or the ACH Processing Limit set forth in **Schedule D** to this Product Schedule.

"Entry Settlement Limit" means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to Member by Financial Institution in writing from time to time.

"In-Process Entries" means the aggregate dollar amount of all credit or debit Entries initiated by Member and in process on any date for which settlement has not occurred with respect to credit Entries, or the applicable period for the return of items has not expired with respect to debit Entries.

"Overlimit Entry" means an Entry the amount of which would cause the aggregate amount of In-Process Entries to exceed the Entry Settlement Limit. Member agrees that Financial Institution will not process an Overlimit Entry. Financial Institution will suspend any Overlimit Entry submitted by Member and may, following its receipt of an Overlimit Entry; suspend all In-Process Entries. Member acknowledges that any Overlimit Entry or other In-Process Entries suspended by Financial Institution will not settle on their scheduled Settlement Date. If Member wishes to

initiate an Entry that would cause the amount of In-Process Entries to exceed the Entry Settlement Limit, Member may submit to Financial Institution its request to initiate an Entry that otherwise would be an Overlimit Entry. Member must submit its request at least two (2) Business Days prior to the date on which Member wishes to initiate the Entry that otherwise would be an Overlimit Entry. Financial Institution may require from Member financial or other information in connection with Financial Institution's consideration of the request. Financial Institution may grant or deny Member's request at its sole discretion. In addition to the foregoing, Financial Institution generally reserves the right to limit the nature and amount of the preauthorized debit/credit Entries processed under this Product Schedule or to refuse to process any debit/credit Entries under this Product Schedule if, in Financial Institution's sole judgment (i) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason, (ii) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (iii) a preauthorized credit Entry or the return of a preauthorized debit Entry would create an overdraft of Member's Accounts. If any of the foregoing actions are taken by Financial Institution with respect to a particular preauthorized debit/credit Entry, Financial Institution will notify Member as promptly as practicable, but in no event later than two (2) Business Days after its decision. Member may not reinitiate entries except as prescribed by the Rules.

6. THIRD PARTY SERVICE PROVIDERS. Member may be using special equipment, services or software provided by a third party to assist it in processing Files hereunder ("Service Provider"). Member agrees not to use a Service Provider to transmit files to Financial Institution without first entering into Financial Institution's Third Party Service Provider Agreement. If Member uses Service Provider to transmit Files to Financial Institution and Member and Service Provider have not entered into a Third Party Service Provider Agreement, Member (a) agrees that Service Provider is acting as Member's agent in the delivery of Files to Financial Institution, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Product Schedule. Financial Institution will not be liable for any losses or additional costs incurred by Member as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Member is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Financial Institution's sole responsibility shall be to transmit Financial Institution approved transactions to the ACH Operator and Financial Institution shall not have any responsibility for any File handled by Service Provider until that point in time when Financial Institution accepts and approves a File from such Service Provider for processing. If Financial Institution authorizes Member to use a Service Provider, the terms and conditions governing the relationship between Member and the Service Provider shall be governed by a separate agreement between Member and Service Provider ("Service Provider Agreement"). All of Member's obligations and responsibilities under this Product Schedule will apply to the Service Provider, and Member's separate agreement with the Service Provider must so provide. At Financial Institution's request, Member will provide to Financial Institution a true and exact copy of such agreement. Member shall designate the Service Provider as a User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Financial Institution. Notwithstanding the foregoing, Member hereby authorizes Financial Institution to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Third Party Service Provider has not executed the Service Provider Agreement. Member hereby indemnifies and holds Financial Institution harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Financial Institution or any other person as a result of or arising from Member's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

7. SECURITY PROCEDURES. In addition to, and without limiting the generality of, the Security Procedure provisions of the Master Agreement, the Member shall comply with the "Security Procedures" described in **Schedule C** attached hereto and made a part hereof, and Member acknowledges and agrees that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries.

8. PHYSICAL AND ELECTRONIC SECURITY. In addition to, and without limiting the generality of, the Physical and Electronic Security provisions of the Master Agreement, Member specifically acknowledges and agrees that as part of its obligation to provide for the security of data and systems in Member's possession or under Member's control, Member shall comply with the provisions of Section 1.6 of the Rules, entitled "Security Requirements," for the safeguarding of Protected Information, as that term is defined in the Rules.

9. CREDIT AND DEBIT ENTRIES; RECORDS RETENTION. Member shall obtain an authorization (“Authorization Agreement”) as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by Member and Member shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Member shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules.

The following table shows the proper SEC Codes to use depending on how you obtained the authorization to debit/credit an individual or company’s account:

<i>SEC Code</i>	<i>Debit / Credit</i>	<i>Authorization Method</i>
PPD	Debit or Credit	Document signed by individual or similarly authenticated
CCD, CTX	Debit or Credit	Document signed or verbal agreement by Company*

* All transactions from a business account must be CCD or CTX. Please see the CCD and CTX definition in Schedule A or refer to the NACHA Rules for a detailed explanation.

10. RECORDING AND USE OF COMMUNICATIONS. Member and Financial Institution agree that all telephone conversations or data transmissions between them or their agents made in connection with this Product Schedule may be electronically recorded and retained by either party by use of any reasonable means. Financial Institution shall not be obligated to make such recordings.

11. PROCESSING, TRANSMITTAL, AND SETTLEMENT BY FINANCIAL INSTITUTION. Except as otherwise provided for in this Product Schedule and if Financial Institution elects to accept Entries, Financial Institution shall:

(a) (i) use commercially reasonable efforts to comply with the instructions of Member, (ii) process Entries received from Member to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the "ACH" processor selected by Financial Institution, (iv) settle for such Entries as provided in the Rules, and (v) in the case of a credit Entry received for credit to an account with Financial Institution ("On-Us Entry"), Financial Institution shall credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by Financial Institution at the time and in the form prescribed by Financial Institution in Section 5.

(b) transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by Financial Institution’s cut-off time at the location specified by Financial Institution to Member from time to time; (ii) the Effective Entry Date satisfies the criteria provided by Financial Institution to Member; and (iii) the ACH processor is open for business on such Business Day. Member agrees that the ACH processor selected by Financial Institution shall be considered to have been selected by and designated by Member. The Member will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

12. SETTLEMENT OF CREDIT ENTRIES AND RETURNED DEBIT ENTRIES. Member agrees to settle for all credit Entries issued by Member, User(s), or credit Entries otherwise made effective against Member. Member shall make settlement at such time on the date of transmittal by Financial Institution of such credit Entries as Financial Institution, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Date of such credit Entry as Financial Institution, in its discretion, may determine. Member shall settle with Financial Institution for the amount of each debit Entry returned by a Receiving Depository Financial Institution (“RDFI”) or debit Entry dishonored by Financial Institution. Settlement shall be made by Member to Financial Institution in any manner specified by Financial Institution. Notwithstanding the foregoing, Financial Institution is hereby authorized to charge the account(s) ("Authorized Account(s)") designated in **Schedule E**, as settlement for credit Entries issued by Member or returned or dishonored debit Entries. If Financial Institution requires pre-funding, Member shall maintain sufficient collected funds in the Authorized Account(s) to settle for the credit Entries at the time the credit Entries are issued by Member. In the event the Authorized Account or any other Member bank account does not have collected funds sufficient on the Settlement Date to cover the total amount of all Entries to be paid on such Settlement Date, Financial Institution may take any of the following actions:

(a) Refuse to process all Entries, in which event Financial Institution shall return the data relating to such credit Entries to Member, whereupon Financial Institution shall have no liability to Member or to any third party as a result thereof; or

(b) Process that portion of the credit Entries as Member has sufficient available funds in the Authorized Account to cover, in whatever order Financial Institution in its sole discretion shall elect to process, in which event Financial Institution shall return the data relating to such credit Entries as are not processed to Member, whereupon Financial Institution shall have no liability to Member or any third party as a result thereof; or

(c) Process all credit Entries. In the event Financial Institution elects to process credit Entries initiated by Member and Member has not maintained sufficient available funds in the Authorized Account with Financial Institution to cover them, the total amount of the insufficiency advanced by Financial Institution on behalf of Member shall be immediately due and payable by Member to Financial Institution without any further demand from Financial Institution. If Financial Institution elects to pay Member's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Financial Institution's rights to refuse to do so at any other time nor shall it be an agreement by Financial Institution to pay other items in the overdraft.

13. PRE-FUNDING. Financial Institution reserves the right to require Member to pre-fund an Account maintained at Financial Institution prior to the Settlement Date of the ACH file. Financial Institution shall determine whether pre-funding is required based on criteria established from time to time by Financial Institution. Financial Institution will communicate directly to Member if pre-funding is required and, if requested by Member, will provide Member with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Member will provide immediately available and collected funds sufficient to pay all Entries initiated by Member (a) not later than 8:00 a.m. local time two (2) Business Days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

14. ON-US ENTRIES. Except as provided in Section 16, Rejection of Entries, or in the case of an Entry received for credit to an account maintained with Financial Institution (an "On-U's Entry"), the Financial Institution shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 11 (b) (i), (ii), and (iii) are met. If any of those requirements are not met, the Financial Institution 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.

15. RESERVES. From time to time, Financial Institution shall evaluate Member's transaction activity for the purpose of establishing averages for transaction frequency, amount, returns and adjustments. These evaluations will occur at least annually and may occur more frequently at Financial Institution's discretion. In connection with these evaluations, Financial Institution reserves the right to require Member to establish reserves with Financial Institution calculated by Financial Institution to cover Member's obligations to Financial Institution arising from ACH activities under this Product Schedule. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Financial Institution's periodic evaluations. The amount of reserves required by Financial Institution, if any, will be communicated directly to Member from time to time. Member agrees to establish reserves as required by Financial Institution within X Business Days after receipt of a communication from Financial Institution setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. Financial Institution may suspend ACH processing activity for Member if Member fails to establish the required amount of reserves within the time period specified by Financial Institution in its communication to Member.

16. REJECTION OF ENTRIES. Member agrees that Financial Institution has no obligation to accept Entries and therefore may reject any Entry issued by Member. Financial Institution has no obligation to notify Member of the rejection of an Entry but Financial Institution may do so at its option. Financial Institution shall have no liability to Member for rejection of an Entry and shall not be liable to pay interest to Member even if the amount of Member's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Member or the Financial Institution has otherwise received full payment from Member.

17. CANCELLATION OR AMENDMENT BY MEMBER. Member shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, Financial Institution may, at its option, accept a cancellation or amendment by Member. If Financial Institution accepts a cancellation or amendment of an Entry, Member must comply with the Security Procedures provided in Section 6 of this Product Schedule. If such a request is received by the Financial Institution before the affected Entry has been transmitted to the ACH (or, in

the case of an On-Us Entry, before the Receiver's account has been credited or debited), the Financial Institution will use reasonable efforts to cancel or amend the Entry as requested, but the Financial Institution shall have no liability if the cancellation or amendment is not effected. If Financial Institution accepts a cancellation or amendment of an Entry, Member hereby agrees to indemnify, defend all claims and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Financial Institution as the result of its acceptance of the cancellation or amendment.

18. REVERSALS OF ENTRIES.

(a) General Procedure. Upon proper and timely request by the Member, the Financial Institution will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Business Days of the Effective Entry Date for the Entry or File to be reversed; (ii) be made immediately, not to exceed ten (10) hours, upon discovery of the error; and (iii) comply with all of the Rules. In addition, if the Member requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Member Account an amount equal to that Entry or File. The Member 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.

(b) No Liability: Reimbursement to the Financial Institution. Under no circumstances shall the Financial Institution be liable for interest or related losses if the requested reversal of an Entry is not effected. The Member shall reimburse the Financial Institution for any expenses, losses or damages it incurs in effecting or attempting to effect the Member's request for reversal of an Entry.

19. ERROR DETECTION. Financial Institution has no obligation to discover and shall not be liable to Member for errors made by Member, 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. Financial Institution shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Member. Notwithstanding the foregoing, if the Member discovers that any Entry it has initiated was in error, it shall notify the Financial Institution of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the Financial Institution will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any On-Us credit Entry within the time limits provided by the Rules. In the event that Member makes an error or issues a duplicate Entry, Member shall indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Financial Institution as result of the error or issuance of duplicate Entries.

20. PRENOTIFICATION. Member, 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 the Financial Institution in the format and on the medium provided in the media format section of such Rules. If Member 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 Member, Member 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.

21. NOTICE OF RETURNED ENTRIES AND NOTIFICATIONS OF CHANGE. Financial Institution shall notify Member by e-mail, facsimile transmission, US mail, or other means of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by Member in accordance with the requirements of Section 5, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH Operator if Financial Institution complied with the terms of this Product Schedule with respect to the original Entry. Member shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from Financial Institution. Financial Institution shall provide Member all information, as required by the Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by Financial Institution relating to Entries transmitted by Member. Financial Institution must provide such information to Member within two (2) Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Member shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Member's receipt of the NOC information from Financial Institution or prior to initiating another Entry to the Receiver's account, whichever is later.

22. ACCOUNT RECONCILIATION. The Member agrees to notify the Financial Institution promptly of any discrepancy between the Member's records and the information shown on any periodic statement. If the Member fails to notify the Financial Institution within ten (10) calendar days of receipt of a periodic statement containing such information; the Member agrees that the Financial Institution shall not be liable for any other losses resulting from the Member's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If the Member fails to notify the Financial Institution within thirty (30) calendar days of receipt of such periodic statement, the Member shall be precluded from asserting any discrepancy against the Financial Institution.

23. PROVISIONAL SETTLEMENT. Member shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Member acknowledges that it has received notice of that Rule and or the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Member shall not be deemed to have paid the Receiver the amount of the Entry.

24. MEMBER REPRESENTATIONS AND WARRANTIES; INDEMNITY. With respect to each and every Entry transmitted by Member, Member represents and warrants to Financial Institution and agrees that (a) each person or entity shown as the Receiver on an Entry received by Financial Institution from Member has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Member are limited to those types of credit and debit Entries set forth in **Schedule A**, (d) Member shall perform its obligations under this Product Schedule in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (e) Member shall be bound by and comply with the provision of the *Rules* (among other provisions of the *Rules*) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Member specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Member shall not be deemed to have paid the Receiver the amount of the Entry. The Member shall defend, indemnify, and hold harmless the Financial Institution, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, including attorney's fees and expenses, resulting from or arising out of (aa) any breach of any of the agreements, representations or warranties of the Member contained in this Product Schedule; or (bb) any act or omission of the Member or any other person acting on the Member's behalf.

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

26. LIMITATION OF LIABILITY.

(a) IN ADDITION TO THE LIMITATION OF LIABILITY PROVISIONS OF THE MASTER AGREEMENT, IN THE PERFORMANCE OF THE SERVICES REQUIRED BY THIS PRODUCT SCHEDULE, FINANCIAL INSTITUTION SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY MEMBER PURSUANT TO THIS PRODUCT SCHEDULE, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. FINANCIAL INSTITUTION SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS PRODUCT SCHEDULE, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR MEMBER'S ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM MEMBER) OR THOSE OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, 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 FINANCIAL INSTITUTION'S AGENT. MEMBER AGREES TO INDEMNIFY FINANCIAL INSTITUTION AGAINST ANY LOSS, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT THE FINANCIAL INSTITUTION IS RESPONSIBLE FOR ANY ACT OR OMISSION OF MEMBER OR ANY OTHER PERSON DESCRIBED IN THIS SECTION 26(a).

(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, AND IN ADDITION TO THE "FORCE MAJEURE" PROVISIONS OF THE MASTER AGREEMENT, FINANCIAL INSTITUTION SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN FINANCIAL INSTITUTION'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN FINANCIAL INSTITUTION'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.

(c) SUBJECT TO THE FOREGOING LIMITATIONS, FINANCIAL INSTITUTION'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 FINANCIAL INSTITUTION'S OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT.

27. INCONSISTENCY OF NAME AND ACCOUNT NUMBER. The Member acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Financial Institution to the RDFI may be made by the RDFI (or by the Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Member, even if it identifies a person different from the named Receiver, and that the Member's obligation to pay the amount of the Entry to the Financial Institution is not excused in such circumstances. Member is liable for and must settle with Financial Institution for any Entry initiated by Member that identifies the Receiver by account or identifying number or by name and account or identifying number.

28. PAYMENT FOR SERVICES. The Member shall pay the Financial Institution the charges for the services provided in connection with this Product Schedule, as set forth in **Schedule F**. All fees and services are subject to change upon thirty (30) days prior written notice from the Financial Institution. Such charges do not include, and the Member shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Business Membership and Account Agreement between the Financial Institution and the Member with respect to the Account.

29. AMENDMENTS. Except as provided in Section 28, the Financial Institution may amend this Product Schedule from time to time upon written notice to the Member. In the event that performance of services under this Product Schedule would result in a violation of any present or future statute, regulation or governmental policy to which the Financial Institution is subject, then this Product Schedule shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, the Financial Institution may terminate this Product Schedule if it deems such action necessary or appropriate under the circumstances. The Financial Institution shall have no liability to the Member as a result of any such violation, amendment or termination. Any practices or course of dealings between the Financial Institution and the Member, or any procedures or operational alterations used by them, shall not constitute a modification of this Product Schedule or the Rules, nor shall they be construed as an amendment to this Product Schedule or the Rules.

30. NOTICES, INSTRUCTIONS, ETC.

(a) Except as stated herein, the Financial Institution shall not be required to act upon any notice or instruction received from the Member or any other person, or to provide any notice or advice to the Member or any other person with respect to any matter.

(b) The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Member, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by the Financial Institution.

(c) Except as stated herein, any written notice or other written communication required or permitted to be given under this Product Schedule shall be delivered or sent by US mail, if to Member, at the address of Member on the books of Financial Institution and if to Financial Institution, at the following address:

**First Commonwealth Federal Credit Union
Attn: ACH Department
P.O. Box 20450
Lehigh Valley, PA 18002-0450**

unless another address is substituted by notice delivered or sent as provided heron. Except as otherwise stated herein, any such notice shall be deemed given when received.

31. DATA RETENTION. The Member shall retain data on file adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by the Financial Institution as provided herein, and shall provide such Data to the Financial Institution upon its request.

32. TAPES AND RECORDS. All magnetic tapes, Entries, security procedures and related records used by the Financial Institution for transactions contemplated by this Product Schedule shall be and remain the Financial Institution's property. The Financial Institution may, at its sole discretion, make available such information upon the Member's request. Any expenses incurred by the Financial Institution in making such information available to the Member shall be paid by the Member.

33. COOPERATION IN LOSS RECOVERY EFFORTS. In the event of any damages for which Financial Institution or Member may be liable to each other or to a third party pursuant to the services provided under this Product Schedule, Financial Institution and Member 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.

34. TERMINATION. In addition to, and without limiting the generality of, the Termination provisions of the Master Agreement, Financial Institution may terminate this Product Schedule immediately upon its determination that Member is in violation of this Product Schedule, the ACH Rules or applicable laws or if Member initiates any bankruptcy proceeding or is otherwise declared insolvent. Any termination of this Product Schedule shall not affect any of Financial Institution's rights or Member's obligations with respect to any Entries initiated by Member prior to such termination, or the payment obligations of Member with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Product Schedule. Member's obligation with respect to any Entry shall survive termination of this Product Schedule until any applicable statute of limitation has elapsed.

35. ENTIRE AGREEMENT. This Product Schedule (including the Schedules attached) together with the Business Membership and Account Agreement and the Master Agreement, is the complete and exclusive statement of the agreement between the Financial Institution and the Member with respect to the subject matter hereof and supersedes any prior agreement(s) between the Financial Institution with respect to such subject matter. In the event of any inconsistency between the terms of this Product Schedule, the Business Membership and Account Agreement or the Master Agreement, the terms of this Product Schedule shall govern. In the event performance of the services provided herein in accordance with the terms of this Product Schedule would result in a violation of any present or future statute, regulation or government policy to which the Financial Institution is subject, and which governs or affects the transactions contemplated by this Product Schedule, then this Product Schedule shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Financial Institution shall incur no liability to the Member as a result of such violation or amendment. No course of dealing between the Financial Institution and the Member will constitute a modification of this Product

Schedule, the Rules, or the security procedures, or constitute an agreement between the Financial Institution and the Member regardless of whatever practices and procedures the Financial Institution and the Member may use.

This Product Schedule must be signed on behalf of Member by an Authorized Member Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Product Schedule through their duly authorized officers on the dates indicated below.

MEMBER:

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINANCIAL INSTITUTION:

First Commonwealth Federal Credit Union

By: _____
(signature)

Name: _____

Title: _____

Date: _____

Schedule A

MEMBER SELECTED STANDARD ENTRY CLASS CODE

As used in the Product Schedule, the following* are ACH Standard Entry Class Codes (SEC) approved for use by Member (check all that apply), subject to any specific restrictions on the types of ACH transactions that may be originated, which are identified by Financial Institution below:

- CCD – Corporate Credit or Debit** – Either a credit or debit where funds are either distributed or consolidated between corporate entities.
- PPD - Prearranged Payment and Deposit**
 - **Direct Deposit** - The transfer of funds into a consumer's account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.
 - **Direct Payment** - Preauthorized payment is a debit application. This includes recurring bills that do not vary in amount -- insurance premiums, mortgage payments, charitable contributions, and installment loan payments or standing authorizations where the amount does vary, such as utility payments.

*The above SEC Codes are the most commonly-used and not an all-inclusive list.

Schedule B

Processing Schedule

Delivery of ACH Files:

- Internet transmissions
The Member may electronically transmit files to the Financial Institution via Internet Banking System.
- Format and content of entries
All files must be submitted in NACHA format. The Member should refer to Appendix Two in the NACHA Rulebook for specific formatting details.
- Timing of delivery
Processing Deadline for:

Credit Entries

Transmission of a File – until 3:00 p.m. Eastern Time (Standard or Daylight) two (2) business days prior to Effective Date*

Debit Entries

Transmission of a File – until 3:00 p.m. Eastern Time (Standard or Daylight) one (1) business day prior to Effective Date*

*“Effective Date” must be a Business Day or the file will be processed on the first business day following the effective date.

Schedule C Security Procedures

Member is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. Member warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by Financial Institution. If Member believes or suspects that any such information has been accessed by an unauthorized individual, Member will verbally notify Financial Institution immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by Financial Institution prior to the notification and within a reasonable time period to prevent unauthorized transfers.

Data Security:

Limiting access and securely storing ACH data used in the routing and settlement of ACH transactions is a critical data security precaution. Member's ability to limit access to production data can be done through commercially available software products. Access can be limited to specific programs, user IDs, or read-only or read-and-edit-only access functionality. Files can also be transmitted between ACH participants using the following data protection methods: encryption and authentication.

- **Encryption** is a process of scrambling data content through hardware or software in order to protect the confidentiality of a file's contents. This information should remain encrypted between all parties in the ACH Network using commercially reasonable procedures and must be transmitted using security technology that is 128-bit RC4 technology (minimum standards).
- **Authentication** is a process of ensuring that files and data content have not been altered between the Originator and receiving points. Like encryption, this can be done using hardware or software to ensure data integrity.

Transmittal of Files:

- Member will only transmit files on the dates specified in the agreed upon transmittal schedule (see **Schedule B**). Changes to this schedule must be made in writing and signed by an authorized contact of the Member.
- Member will transmit files to Financial Institution via pre-arranged access to ACH system utilizing agreed upon logon procedures and proper access identification, for example, Cash Management in HomeLink Business Online Banking.
- If not using Cash Management in HomeLink Business Online Banking, files will be encrypted by Member before being transmitted to Financial Institution.
- File totals will be confirmed by the Financial Institution upon receipt of a fax or email.
- After receipt of files from Member, Financial Institution will email, fax or call with confirmation of file receipt (and/or totals).

Should any of the above procedures not be met, the file will be rejected by Financial Institution and Member will be notified.

Schedule D

ACH Processing Limits

Transaction Limit

Maximum Amount of Any ACH Transaction \$

Per File Limits

Per File Limit for ACH Debit Transactions \$_____

Per File Limit for ACH Credit Transactions \$_____

Total Aggregate Exposure Limits

Total Aggregate ACH Debit Limit \$_____
(The maximum amount of ACH files that can be originated over a _____ day period.)

Total Aggregate ACH Credit Limit \$_____
(The maximum amount of ACH files that can be originated over a _____ day period.)

Per NACHA Rules, in the case of WEB entries, the ODFI has to establish an exposure limit for the Originator or Third-Party Sender:

WEB Debit Limits

Per File Limit \$_____

Daily Limit \$_____

Schedule E

**ACH
Originating Member Information**

Member:

Street Address:

City, State Zip:

Tax ID # -

Member Phone Number:

Member Fax Number:

Primary Contact:

Secondary Contact:

Authorized Account:

Authorized Account:

Authorized Account:

Authorized Account:

Schedule F
SERVICE FEES

Fee Schedule: Member authorizes Financial Institution to debit any of the following fees from Member's Account from time to time as appropriate:

Initial ACH Setup Fee	NA
Transmittal Fee	\$_____ per file
Transaction Item	\$_____ per credit item \$_____ per debit item
Return/NOC	\$_____ per item
ACH Service Fee	\$_____ per month
Deletions or Reversals	\$_____ per occurrence or per file or per item
Special Handling Fee	\$_____/hr minimum 1 hour
Corporate Rules Book	\$_____ per rules book

Schedule G
Holiday Schedule

Holiday Calendar

The Financial Institution will be closed on the following standard holidays observed by the Federal Reserve Bank. The Financial Institution will not accept files for processing on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated for these days.

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday in January)
Presidents Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

Note: If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.

Schedule H
Principal/Owner Guaranty

This Schedule should be used when the Financial Institution requires the guarantee of the Member's principal/owner of obligations of the Member under the ACH Origination Product Schedule

The undersigned hereby guarantees the prompt payment and performance of all amounts, fees, and obligations of _____ (Member) due and owing to First Commonwealth Federal Credit Union (Financial Institution) arising under or in connection with that certain Member Agreement for ACH Origination (the "Agreement"), dated of even date herewith between Member and Financial Institution. This Guaranty is intended to cover all obligations of Member under the Agreement, including, but not limited to, (a) the payment of fees and amounts arising under the Agreement or in connection with any share account maintained by Member with Financial Institution, (b) the compliance by Financial Institution with all laws, regulations and rules related to Member's origination and processing of ACH Entries under the Agreement, (c) Member's obligations with respect to Reserves and the return of ACH Entries under the Agreement and (d) the accuracy and performance of Member's warranties under the Agreement.

In order to secure the payment and performance of this Guaranty, the undersigned hereby grants to Financial Institution a security interest in and to all share accounts owned by the undersigned and maintained at Financial Institution.

The undersigned hereby agrees and acknowledges that this Guaranty is a guarantee of performance and not of collection, and that Financial Institution may, upon default or violation by Member of any terms of the Agreement, proceed directly against the undersigned for satisfaction and performance of the obligations of Member under the Agreement without first proceeding against Member.

Executed this ____ day of _____, 20__.

Signature