

GENERAL

1. Company shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to:
 - a. Information, including but not limited to, Operating Procedures, processing instructions and Login Credentials;
 - b. PGP File Encryption keys;
 - c. Security Tokens; and,
 - d. Systems and other equipment that interfaces with, connects to, or allows access to Bank.
2. Company shall maintain up-to-date virus and malware protection software and firewall rules.
3. Bank recommends Company to review the online banking security resources available at <https://bell.bank/security>. Resources are designed to inform Company about digital security and policies and procedures to assist in protecting Company from fraud and data breaches.

ACH ORIGINATION

1. **NACHA Operating Rules:** Company agrees to follow the operating rules of NACHA (National Automated Clearing House Association, Inc.) and comply with applicable laws, regulations and regulatory requirements including, without limitation, regulations of the Office of Foreign Asset Control (OFAC), sanctions or executive orders. Company can access the current Rules, as well as revisions to the Rules through the website www.nachaoperatingrulesonline.org. If you have not established a login, create a New Account as a Basic User for free access.
2. **Authorizations and Agreements:** Company will obtain and retain authorizations and agreements from all Receivers and make authorization agreements available to Bank upon request within five (5) Banking Days. Company must retain authorizations and agreements for a period of two (2) years after termination or revocation.
3. **Limits:** Bank establishes limit and you must send a secure message through Online Banking or call 866.221.1136 option 4 if a temporary increase is required.
4. **Delivery and Timing:** Delivery of all media used for ACH Entries is the responsibility of Company. ACH Entries shall be delivered electronically to Bank through its Online Banking system (or other agreed upon method) by 7:00 p.m. CT one (1) Business Day before the requested Effective Entry Date. Same-day ACH is available and ACH Entries shall be delivered electronically to Bank through its Online Banking system (or other agreed upon method) by 3:00 p.m. CT on the effective date. Additional fees may apply.
5. **Notice of Returned Entries and Notifications of Change.** If an Entry is rejected, returned or if a Notification of Change ("NOC") is received, Bank shall timely notify Company through its agreed upon method. Company must make the necessary corrections as specified in the NOC or other corrections to originated Entries prior to reinitiating the Entry according to the Rules.
6. **Reversals.** Company may reverse an Entry pursuant to the Rules. Reversals can only be initiated if;
 - a. A duplicate file or entry was improperly initiated;
 - b. A payment was processed for the wrong dollar amount;
 - c. A payment was processed for the wrong receiver; or,
 - d. A payment was processed for the wrong date.
 - e. Upon separation from employment, the employee was properly paid via check and was improperly paid via direct depositCompany must complete a reversal Entry within five (5) Business Days of the original Effective Entry Date. Company must attempt to notify the Receiver of the reversal entries prior to the Effective Date of the reversing entry. Reversals cannot be initiated for possible fraud situations. Please contact the bank for assistance with any fraud concerns.
7. **Entries Returned as Unauthorized.** In the event that an Entry is returned as unauthorized or authorization revoked, Company will contact the necessary parties and resolve any dispute. Company agrees not to re-originate any Entry returned as unauthorized or as authorization revoked unless Receiver reauthorized the Entry or Entry stream.
8. **ACH Fraud Filters:** Company shall establish a process to provide their Originator name and Originator ID to corporate customers who use ACH Fraud filters. This process will avoid unauthorized returns on bank accounts.

9. **Rates.** In the event the ACH return rate of any of the following occur based on the calculations noted in the Rules, Company will share the data requested by Bank and will immediately begin the process of bringing the rate below the specified percent:
 - a. Unauthorized transactions exceed one half of a percent (1/2%);
 - b. Administrative return rate exceeds three percent (3%); or,
 - c. Overall return rate exceeds fifteen percent (15%).

BILL PAY

1. **Payment Cancellation Requests and Stop Payments:** Company understands and agrees that any stop payment order can be honored only if Payment Account has not already been debited for the payment and Bank or Bill Pay Provider has had a reasonable time to act on the stop payment order. In addition, stop payment requests are subject to the provisions set forth in the Agreement. Standard stop payment fees will apply.
2. **Timeliness of Payments:** Company is solely responsible for authorizing bill payments in such a manner that the bills will be paid on time.
3. **Prohibited Payments:** Payment(s) to Billers outside of the United States or its territories are prohibited through the Service.
4. **Service Termination, Cancellation or Suspension:** Any payment(s) Bill Pay Provider has already processed before the requested cancellation date will be completed by Bill Pay Provider. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled.

LOCKBOX

1. **Merchant Charges:** In order for the Bank to perform Merchant Processing on behalf of Company, Company must establish a Merchant account with PayTrace/FIS.
2. **Rejects/Exceptions:** Rejects and exceptions will be returned to the Company. Rejects and exceptions consist of checks issued to unacceptable payees, unreadable checks, cash, empty envelopes, etc.
3. **Deposit Cutoff Time and Reporting Time:** Checks will be processed until 11:00 a.m. CT each Business Day. Checks received after that time will be processed the next Business Day. Deposit reports will be delivered at 1:00 p.m. CT each Business Day.
4. **Reporting:** Report information is available online for ninety (90) calendar days. For an additional fee, Bank will retain the information for 180 calendar days, 360 calendar days or 7 years.
5. **Account Reconciliations:** Company shall reconcile account statements to confirm deposits within thirty (30) calendar days of receipt.
6. **Returned Items:** Checks returned unpaid for any reason will be charged to the account where deposited. Returned checks will be in the form of a substitute check. Substitute check returns shall be mailed to Company. To re-present a substitute check, Company can deliver to Bank as a normal deposit.
7. **General Information:** Company's Optical Character Recognition ("OCR.") document and remittance envelope must be designed in accordance with Bank's technical specifications, as revised from time to time. These technical specifications include requirements for document size, paper weight, OCR line placement, OCR line content, and document colors. Company must provide Bank with sample OCR documents and remittance envelopes for testing and approval prior to the implementation of the Lockbox Services, and prior to implementing any changes to the OCR scan line, any wording change or any print changes (e.g., font changes and changes in the placement of data on the OCR document). Checks will be processed for the courtesy (numeric) amount. If the courtesy (numeric) is unreadable, Bank will process the check for the written amount.

ONLINE WIRES

1. **Delivery and Timing:** All Domestic Online Wire Transfer instructions delivered through Online Banking shall be delivered to Bank by 5:00 p.m. CT. All International USD and International FX currency Online Wire Transfer instructions delivered through Online Banking shall be delivered to Bank by 4:00 p.m. CT. All instructions received after the deadline will be processed the following Business Day.
2. **Limits:** Bank establishes limit and you must send a secure message through Online Banking or call 866.221.1136 option 4 if a temporary increase is required.
3. **Funding:** Company must ensure that the Collected Balance in the Wire Account is equal to or greater than the amount of the Online Wire Transfer instructions.

POSITIVE PAY

General Operating Procedures

1. **Exception List:** Bank will compare each presented item against each unmatched item in the Issued Check File(s) or the rules submitted on or before the previous Business Day. Bank will pay each presented item that matches and provide to Company an Exception List containing each presented item that does not match.
2. **Pending Exception Items and Exception Decisions:** Company will review the Exception List each Business Day by 3:00 p.m. CT through the Positive Pay System, otherwise Company's chosen Default Option will be applied. Company's Default Option is defined:
 - a. **Return Default:** Bank will return to the depository bank any Exception Check or ACH Entry drawn on the Account, unless Company instructs Bank to pay such check in a timely Pay Request via Bank's System by 3:00 p.m. CT on the next Business Day.
 - b. **Pay Default:** Bank will pay and charge to the Account any Exception Check or ACH Entry provided that Company has not objected to such payment in a timely Return Request via Bank's System by 3:00 p.m. CT on the next Business Day.

Specific to ACH Positive Pay

3. **ACH Authorization Rules Setup:** If using ACH Positive Pay, Company will define pre-authorized Rules in the Positive Pay System for Account. An ACH authorization Rule can include the originating company, standard entry class, transaction type (debits and credits), transaction description, and maximum authorization dollar amount. These Rules will determine if an ACH Exception will be created.

Specific to Check / Payee Match Positive Pay

4. **Delivery and Timing:** If using Check or Payee Match Positive Pay, Company will submit an Issued Check File to Bank by 6 p.m. CT, one (1) Business Day before issuing checks.
5. **Issued Check File:** The Issued Check Files must contain the complete check number, exact amount, and the date issued. For Payee Match Positive Pay, the payee name is also required and must match exactly to what appears on the check.
6. **Items Presented at Teller Line:** Any check presented at Bank teller line, and not included in the Issued Check File, will be turned away regardless of the default decision.
7. **Stop Payment Orders:** If Company issues a stop payment order on a check that was listed in an Issued Check File, check will be considered matched.
8. **Additional Payee Match Instructions:** For Payee Match Positive Pay, Company agrees to comply with *Pay Match Positive Pay Implementation Guidelines* document.

REMOTE DEPOSIT

1. **Delivery and Timing:**
 - a. **Deposits scanned on Business Days:** Deposits reaching a “submitted” status prior to 7:30 p.m. CT on Business Days will be processed in one (1) Business Day with a posting date which matches the Business Day “submitted” status was reached. Deposits reaching a “submitted” status after 7:30 p.m. CT on Business Days will be processed in two (2) Business Days with a posting date which is one (1) Business Day before the process date.
 - b. **Deposits scanned on non-Business Days:** Deposits reaching a “submitted” status on non-Business Days will be processed in two (2) Business Days with a posting date which is one (1) Business Day before the process date.
2. **Deposits:** Company agrees that
 - a. only original items will be scanned;
 - b. only checks drawn on United States (U.S.) banks are acceptable deposit items;
 - c. foreign checks must be mailed or brought to Bank for collection;
 - d. Bank advises checks be prominently marked as “Electronically Presented”;
 - e. Bank advises checks be endorsed with an approved stamp prior to placing in scanner;
 - f. in addition to physical check endorsement, Bank will activate virtual endorsement to add an electronic endorsement on each item; and,
 - g. paper deposit tickets will not be scanned with checks.
3. **Limits:** Bank establishes limit and you must send a secure message through Online Banking or call 866.221.1136 option 4 if a temporary increase is required.
4. **Duplicate Deposits:** Company is solely responsible to prevent the duplicate submission of a check for deposit. In the event a check is returned uncollected, Company may submit again.
5. **System Unavailable:** Due to system processing downtime, deposits should not be submitted between 1:00 a.m. – 3:00 a.m. CT on Business Days.
6. **Rejects:** Checks rejected by Company’s scanner or Bank’s System must be delivered for deposit to Bank by U.S. Mail or in person.
7. **Account Reconciliation:** Company shall reconcile account transactions and immediately report to Bank any settlements not credited, credited in error, or in a different amount.
8. **Archival and Destruction of Original Checks:** Company agrees that
 - a. Company shall retain the original check(s) scanned for fourteen (14) calendar days in a secure location and be able to produce the original check(s) if requested by Bank; and,
 - b. after the fourteenth (14th) calendar day, but no later than the sixtieth (60th) calendar day, company shall destroy the original check(s) so they are not reproducible and destroyed check(s) cannot be reconstructed
9. **Adjustments:** Bank shall debit or credit Company’s Account if:
 - a. a check is disputed;
 - b. a check is duplicated;
 - c. a check is missing an endorsement; or,
 - d. a check has a legal claim, including but not limited to a forged endorsement, counterfeit or forgery.
10. **Scanner Maintenance:** To reduce problems with jamming, blurred images and random errors, Company shall implement a preventative maintenance plan. The recurrence may vary depending on scanner’s frequency of use and operating environment. Company agrees to include in its maintenance plan to:
 - a. clean the scanner every five thousand (5,000) checks per the scanner’s instruction manual;
 - b. use compressed air to eliminate dust and paper fragments that may damage the scanner;
 - c. complete scheduled “health checks” of scanner’s replaceable parts including cartridge, absorbing felt, ink rollers, stamp pads, lens cover; and, d. replace parts per the scanner’s instruction manual before extreme wear is evident.
11. Company must meet Operating System, Browser and Scanner specifications on next page:

Supported Operating Systems	
Certified	Supported
<i>Systems and Devices are being tested by Bank's Designated Service Provider and updated to work with current software.</i>	<i>Systems and Devices are being tested by Bank's Designated Service Provider to work with current software.</i>
• Microsoft Windows 11 • Mac OS 14 Sonoma • Mac OS 15 Sequoia • Mac OS 26 Tahoe	
Supported Browsers	
Certified	Supported
<i>Systems and Devices are being tested by Bank's Designated Service Provider and updated to work with current software.</i>	<i>Systems and Devices are being tested by Bank's Designated Service Provider to work with current software.</i>
• Google Chrome • Microsoft Edge • Mozilla Firefox • Safari 11 or greater	
Supported Scanners	
Windows	
Certified	Supported
<i>Systems and Devices are being tested by Bank's Designated Service Provider and updated to work with current software.</i>	<i>Systems and Devices are being tested by Bank's Designated Service Provider to work with current software.</i>
• Canon CR120 • Canon CR150 • Canon CR-135i / CR-190i • Canon CR-L1 • CTS LS100 • CTS LS150 • Digital Check Micro Elite • Digital Check SmartSource Micro Elite SE • Digital Check Merchant Elite • Digital Check SmartSource Professional Elite • Digital Check SmartSource Edge • Digital Check SmartSource Professional • Digital Check CX30 • Digital Check CX35 • Digital Check TS240 • Digital Check TX250 • Panini I:Deal • Panini Vision neXt • Panini VisionX	• Canon CR-50 / CR-80 • Epson TM-S1000 • Epson TM-S2000
MAC (Merchant via SSO with Contemporary UI)	
Certified	Supported
<i>Systems and Devices are being tested by Bank's Designated Service Provider and updated to work with current software.</i>	<i>Systems and Devices are being tested by Bank's Designated Service Provider to work with current software.</i>
• Digital Check CX30 • Digital Check TS240 • Panini I:Deal • Panini VisionX • Digital Check SmartSource Micro Elite SE	