

**Originating Depository Financial Institution
ACH Originator Agreement**

Recitals

This agreement, dated as of _____ is between _____ (“Company”) and Community Bank, N. A., and Community Bank, N.A., DBA First Liberty Bank and Trust (“Financial Institution”).

A. Company wishes to initiate debit and/or credit entries by means of the Automated Clearing House Network pursuant to the terms of this agreement and the rules of the National Automated Clearing House Association and the Electronic Payments Network (the “Rules”) and financial institution is willing to act as an originating depository financial institution with respect to such entries.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the rules. The term “Entries” shall have the meaning provided in the rules and shall also mean the date received from company hereunder from which the financial institution prepares Entries.

Agreement

1. Transmittal of Entries by company. Company shall transmit standard entry class codes (SEC codes) PPD, CCD+, and/or CCD Debit or Credit Entries to financial institution at the location(s), or to the financial institutions processor, and in compliance with the formatting and other requirements set forth in Attachment 1 following hereto. All Batches must contain equal credits and debits. Company recognizes that if it originates entries with SEC codes other than these, certain other warranties will apply. See Attachment 5.
2. The maximum dollar amount of credit or debit Entries transmitted by company and it's affiliates to financial institution on any one day shall not exceed:

Company Limit \$ _____.

Affiliate Name: _____ Affiliate Limit \$ _____

Affiliate Name: _____ Affiliate Limit \$ _____

Affiliate Name: _____ Affiliate Limit \$ _____

Total Daily Limit Requested \$ _____

3. Security Procedure.
 - a. Company and financial institution shall comply with the security procedure requirements described Attachment 2, with respect to entries transmitted by company to financial institution. Company acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an entry. No security procedure for the detection of any such error has been agreed upon between the financial institution and company.
 - b. Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company 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 the financial institution in connection with the security procedures described in Attachment 2. If company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, company agrees to notify financial institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

If applicable, company shall disclose its secret User ID and password only to the employee(s) directly responsible for ACH origination. Company is responsible for maintaining (changing) password(s) on a regular basis, in the event of employee termination or change of responsibilities, and for notifying the financial institution of such termination or change.

4. Compliance with Security Procedure.

If an entry (or a request for cancellation or amendment of an entry) received by financial institution purports to have been transmitted or authorized by company, it will be deemed effective as company's entry (or request) and company shall be obligated to pay financial institution the amount of such entry even though the entry (or request) was not authorized by company, provided financial institution accepted the entry in good faith and acted in compliance with the security procedure referred to in Attachment 2 with respect to such entry. If signature comparison is to be used as a part of that security procedure, financial institution shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of entries (or request for cancellation or amendment of an entry) received with the signature of an authorized representative of company (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such authorized representative.

- a. If an entry (or request for cancellation or amendment of an entry) received by financial institution was transmitted or authorized by company, company shall pay financial institution the amount of the entry, whether or not financial institution complied with the security procedure referred to in Attachment 2 with respect to that entry and whether or not that entry was erroneous in any respect or that the error would have been detected if financial institution had complied with such procedure.

5. Recording and Use of Communications. Company and financial institution agree that all telephone conversations or data transmissions between them or their agents made in connection with this agreement may be electronically recorded and retained by either party by use of any reasonable means.

6. Processing, Transmittal and Settlement by Financial Institution.

- a. Except as provided in Section 6, On-Ups Entries and Section 7, Rejection of Entries, financial institution shall (i) process entries received from company to conform with the file specifications set forth in the rules, (ii) transmit such entries as an Originating Depository Financial Institution to the Federal Reserve Bank of New York (the "ACH Operator") acting as an Automated Clearing House Processor and (iii) settle for such entries as provided in the rules.
- b. Financial institution shall transmit such entries to the ACH operator by the deadline of the ACH operator set forth of one business day prior to the effective

entry date shown in such entries, provided (i) such entries are received by the financial institution's related cut-off time set forth in Attachment 1, (ii) the effective entry date is at least one business day after such business day, and (iii) the ACH operator is open for business on such business day. For purposes of this Agreement, (iv) a "business day" is a day on which financial institution is open to the public for carrying on substantially all of its business (other than a Saturday or Sunday), and (v) Entries shall be deemed received by financial institution, in the case of transmittal by diskette, when received by financial institution at the location set forth in Attachment 1, and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in Attachment 1.

- c. If any of the requirements of clause (i), (ii), or (iii) of Section 5(b) is not met, financial institution shall use reasonable efforts to transmit such entries to the ACH operator by the next deposit deadline of the ACH operator, which is a business day and a day on which the ACH operator is open for business.
 - d. The request for deletion or reversal of batches will be honored if possible, if an authorized representative of the company submits the request in writing.
 - e. In the event of a disaster or inability to release batches electronically or by fax, the sender shall arrange for manual delivery of the Credit/Debit entries in a format that can be transmitted from the corporate administrative offices located at 1 Tallman Road, Canton, NY 13617.
7. On Us Entries. Except as provided in Section 7, Rejection of Entries, in the case of an Entry received for credit to an account maintained with financial institution (an "On-Us Entry"), 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 clauses (i) and (ii) of Section 5(b) are met. If either of those requirements is not met, 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.
8. Rejection of Entries. Financial institution may reject any Entry which does not comply with the requirements of Section 1, Transmittal of Entries By Company, or Section 2, Security Procedure, or which contains an Effective Entry Date more than seven days after the business day such Entry is received by financial institution. Financial institution may reject an On-Us Entry for any reason for which an Entry may be returned under the rules. Financial institution may reject any Entry if company has failed to comply with its account balance obligations under Section 11, The Account. Financial institution may reject any entry if company does not adhere to security procedures as described in Attachment 2. Financial institution shall notify company by telephone, electronic transmission, or by mail of such rejection no later than the business day such Entry would otherwise have been transmitted by financial institution to the ACH operator or, in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial institution shall have no liability to company by reason of the rejection of any such entry or the fact that such notice is not given at an earlier time than that provided for herein.
9. Cancellation or Amendment by Company. Company shall have no right to cancel or amend any Entry after its receipt by financial institution. However, if such request complies with the security procedures described in Attachment 2 for the cancellation of data, financial institution shall use reasonable efforts to act on a request by company for cancellation of an Entry prior to transmitting it to the ACH operator or, in the case of an On-Us Entry, prior to

crediting a receiver's account, but shall have no liability if such cancellation is not effected. Company shall reimburse financial institution for any expenses, losses, or damages financial institution may incur in effecting or attempting to affect company's request for the reversal or cancellation of an entry.

10. Notice of Returned Entries. Financial institution shall notify company by telephone or electronic transmission of the receipt of a returned entry from the ACH operator no later than one business day after the business day of such receipt. Except for an Entry transmitted by company in accordance with the requirements of Section 1, Transmittal of Entries By Company, financial institution shall have no obligation to retransmit a returned entry to the ACH operator if financial institution complied with the terms of the agreement with respect to the original Entry.
11. Payment by Company for Entries. Company shall pay financial institution the amount of each Entry transmitted by financial institution pursuant to this agreement at such time on the settlement date with respect to such Entry as financial institution, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as financial institution, in its discretion, may determine.
12. The Account. Financial institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this agreement by debiting the account(s) of company, and shall credit the account for any amount received by the financial institution by reason of the return of an Entry transmitted by financial institution for which financial institution has previously received payment from company. Financial institution shall make such credit as of the day of such receipt. Company shall at all times maintain a balance of available funds in the account sufficient to cover its payment obligations under this agreement. In the event there are not sufficient available funds in the account to cover company's obligations under this agreement, company agrees that financial institution may debit any account maintained by company with financial institution or any affiliate of financial institution or that financial institution may set off against any amount it owes to company, in order to obtain payment of company's obligations under this agreement. **Company further agrees that it shall not make transfers on the account in a manner that will create an overdraft that will be used for the purpose of buying, carrying or trading in securities, or buying or carrying any part of an investment contract security or obtaining such overdraft to repay debt incurred for such purposes. I understand that the Bank shall impose a penalty of \$50.00 per day, plus 1.00% per annum on the overdrawn balance. Such fees will commence upon the occurrence of any overdraft incurred in the account and continue for such period of time, as said overdraft remains outstanding. The Bank, in its sole discretion, alternately may withhold from payment any outstanding and unpaid check drawn on the account until funds sufficient to cover such outstanding and unpaid check have been credited to the account.** The Company remains liable for the full amount until full recovery is obtained.
13. Account Reconciliation. Entries transmitted by financial institution or credited to a receiver's account maintained with financial institution will be reflected on company's periodic statement issued by financial institution with respect to the account pursuant to the agreement between financial institution and company. Company agrees to notify financial institution promptly of any discrepancy between company's records and the information shown on any periodic statement. If company fails to notify financial institution of any discrepancy within ten (10) days of receipt of a periodic statement containing such information, company agrees that financial institution shall not be liable for any other losses resulting from company's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry

shown on such periodic statement. If company fails to notify financial institution of any such discrepancy within ten (10) days of receipt of such periodic statement, company shall be precluded from asserting such discrepancy against financial institution.

14. Company Representations and Agreements; Indemnity. With respect to each and every Entry initiated by company, company represents and warrants to financial institution and agrees that (a) each person shown as the receiver on an entry received by financial institution from company has authorized the initiation of such Entry and the crediting 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 by financial institution as provided herein, (c) Entries transmitted to financial institution by company are limited to those types of credit and debit entries set forth in Section 1, Transmittal of Entries By Company, (d) company shall perform its obligations under this agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and (e) company shall be bound by and comply with the rules as in effect from time to time, including without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. Company specifically acknowledges that it has received notice of that rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the receiver of the amount credited and company shall not be deemed to have paid the receiver the amount of the Entry. Company shall indemnify financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

15. Financial Institution responsibilities; Liability; Limitations on Liability; Indemnity.

- a. In the performance of the services required by this agreement, financial institution shall be entitled to rely solely on the information, representations, and warranties provided by company pursuant to this agreement, 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 agreement, and shall be liable only for its negligence or willful misconduct in performing those services. Financial institution shall not be responsible for company's acts or omissions (including without limitation the amount, accuracy timeliness of transmittal or due authorization of any entry received from company) or those of any other person, including without limitation any Federal Reserve Financial Institution, Automated Clearing House or transmission or communications facility, any receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such receiver or Receiving Depository Financial Institution), and no such person shall be deemed financial institution's agent. Company agrees to indemnify financial institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that financial institution is responsible for any act or omission of company or any other person described in this Section 14. (a).
- b. Financial institution shall be liable only for company's actual damages; in no event shall financial institution be liable for a consequential, special, incidental, punitive or indirect loss or damage which company may incur or suffer in connection with this agreement, whether or not the likelihood of such damages was known or contemplated by the financial institution and regardless of the legal or equitable theory of liability which company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from financial institution's acts or omissions pursuant to this agreement.

- c. Without limiting the generality of the foregoing provisions, financial institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond financial institution's control. In addition, 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 violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
 - d. 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 Financial Institution Bank of New York for the period involved. At financial institution's option, payment of such interest may be made by crediting the account.
16. Inconsistency of Name and Account Number. Company acknowledges and agrees that, if an Entry describes the receiver inconsistently by name and account number, payment of the Entry transmitted by financial institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial institution (or by financial institution in the case of an On-Us Entry) on the basis of the account number supplied by the company, even if it identifies a person different from the named receiver, and that company's obligation to pay the amount of the Entry to financial institution is not excused in such circumstances.
17. Payments for Services. Company shall pay financial institution the charges for the services provided in connection with this agreement, as set forth in Attachment 3. All fees and services are subject to change upon 30-calendar day's prior written notice from financial institution to Company. Such charges do not include, and Company 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 agreement between financial institution and company with respect to the account (the "Account Agreement").
18. Amendments. From time to time financial institution may amend any of the terms and conditions contained in this agreement, including without limitation, any cut-off time, any business day, and any part of Attachments 1 through 3 attached hereto. Such amendments shall become effective upon receipt of notice by company or such later date as may be stated in financial institution's notice to company.
19. Notices, Instructions, Etc.
- a. Except as otherwise expressly provided herein, financial institution shall not be required to act upon any notice or instruction received from company or any other person, or to provide any notice or advice to company or any other person with respect to any matter.
 - b. Financial institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth-in Attachment 4 attached hereto.

Company may add or delete any Authorized Representative by written notice to financial institution signed by an Authorized Representative other than that being added or deleted. Such notice shall be effective on the second business day following the day of financial institution's receipt thereof.

- c. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to financial institution, addressed to:

Community Bank, N.A.
Electronic Banking Services
1 Tallman Road
Canton, NY 13617

And, if to Company, addressed to:

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

20. Data Retention. Company shall retain data on file adequate to permit remaking of entries for ten (10) days following the date of their transmittal by financial institution as provided herein, and shall provide such data to financial institution upon its request.
21. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by financial institution for transactions contemplated by this agreement shall be and remain financial institution's property. Financial institution may, at its sole discretion, make available such information upon company's request. Company shall pay any expenses incurred by financial institution in making such information available to company.
22. Evidence of Authorization. Company shall obtain an authorization form on file for each employee who requests payroll direct deposits. Regulations require that you retain these authorizations on file for two (2) years following the termination of the employee. If you are originating debits to the accounts of others, you must obtain the appropriate authorization prior to initiating the first debit. Again, regulations require that you retain these authorizations on file for two (2) years following the termination of the authorization.
23. Cooperation in Loss Recovery Efforts. In the event of any damages for which financial institution or company may be liable to each other or to a third party pursuant to the services provided under this agreement, financial institution and company 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.
24. Termination. Company may terminate this agreement at any time. Such termination shall be effective on the first business day following the day of financial institution's receipt of written notice of such termination or such later date as is specified in that notice.

Financial institution reserves the right to terminate this agreement immediately upon providing written notice of such termination to company. Any termination of this agreement shall not affect any of financial institution's rights and company's obligations with respect to Entries initiated by company prior to such termination, or the payment obligations of company with respect to services performed by financial Institution prior to termination, or any other obligations that survive termination of this agreement.

25. Entire Agreement. This agreement (including the Attachments attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between financial institution and company with respect to the subject matter hereof and supersedes any prior agreement(s) between financial institution and company with respect to such subject matter. In the event of any inconsistency between the terms, this agreement and the account agreement, the terms of this agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this agreement would result in a violation of any present or future statute, regulation or government policy to which financial institution is subject, and which governs or affects the transactions contemplated by this agreement, then this agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and financial institution shall incur no liability to company as a result of such violation or amendment. No course of dealing between financial institution and company will constitute a modification of this agreement, the rules, or the security procedures or constitute an agreement between the financial institution and company regardless of whatever practices and procedures financial institution and company may use.
26. Non-Assignment. Company may not assign this agreement or any of the rights or duties hereunder to any person without financial institution's prior written consent.
27. Waiver. Financial institution may waive enforcement of any provision of this agreement. Any such waiver shall not affect financial institution's rights with respect to any other transaction or modify the terms of this agreement.
28. Binding Agreement; Benefit. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This agreement is not for the benefit of any other person, and no other person shall have any right against financial Institution or company hereunder.
29. Headings. Headings are used for referenced purposes only and shall not be deemed a part of this agreement.
30. Severability. In the event that any provision of this agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
31. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York. The jurisdiction of any legal proceeding between the parties arising out of, or with respect to, this agreement shall be in a court of competent jurisdiction in New York State, and venue shall be in Onondaga County. Each party agrees to

be subject to and submit to the personal jurisdiction of such courts. The company acknowledges that the origination of ACH transactions to its account must comply with the provisions of any applicable state and U.S. law.

32. Customer requests Ach Origination using one of the following products as indicated:

- Business Online
- Faxed Payroll
- Direct Transmission

IN WITNESS WHEREOF the parties hereto have caused this Agreement and all following attachments to be executed by their duly authorized officers.

Company

Signature: _____

Name/Title: _____

Date: _____

Signature: _____

Name/Title: _____

Date: _____

Financial Institution

Signature: _____

Name/Title: _____

Date: _____

Attachment 1

Delivery of Files

Delivery Location:

Internet Banking: files must be submitted from the secure web address provided to the company at implementation.

FAX Payroll: Payroll information must be faxed to 315-379-4541 by 10:00am EST on a business day, two (2) business days prior to the effective date of the payroll. Complete instructions will be provided upon implementation

Direct Transmission: Files may be transmitted directly to the financial institution by a 3rd party payroll vendor. Transmission criteria is established by the financial institution and agreed to by the 3rd party vendor as evidenced by the initial transmission.

In the event of a system failure where electronic transmission is not possible, the financial institution will accept files in one of the following methods.

- Diskette delivered to a Branch Office of Community Bank N.A., or First Liberty Bank and Trust, with written statement as to the file's effective date and dollar amount.
- Password protected file forwarded as email attachment with statement as to the file's effective date and dollar amount.
- With prior approval, printed transmission information delivered by FAX to 315-369-4541 for manual input by financial institution.

Format and Content of Entries

Files will be formatted based upon the NACHA Rules. You may refer to Appendix Two of the rules for specific formats, or request a 'file format layout' from the company.

Timing of Delivery

Files must be delivered to the financial institution by 11:00am on a business day, one business day prior to the settlement date. For payroll files, it is recommended that files are delivered by 3:00pm on a business day, two business days prior to the settlement date. The company may deliver files up to 7 business days prior to the settlement date. The financial institution will hold those files and process them to allow settlement on the effective date listed by the company.

Attachment 2

Security Procedures:

The Uniform Commercial Code, Article 4A, demands that for corporate credits there be a “commercially reasonable” security procedure in place to guard against loss. The financial institution suggests that this procedure must be used for all types of originated transactions, and has provided secure transmission methods via internet banking and PC based software. The company is responsible to keep their networks and PCs secure and free from viruses. Additionally, company is responsible to maintain the confidentiality of passwords and User Ids, notify the financial institution immediately if authorized representative’s change, and if any compromise of security is suspected. Such notification must be made in writing and delivered by Fax to 315-379-4541, or by US Mail to Electronic Banking, 1 Tallman Road, Canton, NY 13617.

Attachment 3:

Fee Schedule

ACH service	Fees	
Faxed Payroll	Number of Items	Price Per Batch
	1 to 5	\$5
	6 to 25	\$10
	26 to 50	\$15
	51 to 75	\$25
	75+	Contact Electronic Banking
	NACHA Pass Thru	\$10
Direct Transmission	\$15.00 per month \$10.00 One Time Setup Fee	

*One Time Setup Fee \$10.00
 Fees will be charged directly to the customer's account

Attachment 4 Part 1

Complete for Direct Transmission only.

Please reproduce the applicable text on company letterhead. This list supersedes any previously submitted authorization lists, and must be updated by the company should any authorized representative change.

The following 3rd party will prepare my payroll files for transmission. (Note: A 3rd party may be a payroll processing company, or accounting firm for example.)

Company Name: _____

Contact Name: _____

Address: _____

Tax ID #: _____

Phone: _____ Fax: _____

Payroll Account #: _____ (must be a CBNA/FLB account)

The following individual(s) is authorized to create, submit, or request adjustments and changes to ACH files.

Name(s): _____

Phone Number: _____

Signature: _____

The following individual(s) must be notified in the event of a returned entry:

Name(s): _____

Phone Number: _____

Signature: _____

Authorized Signature _____ Date _____

Attachment 4 Part 2

Complete for Faxed Payroll Only.

Please reproduce the applicable text on Company letterhead. This list supersedes any previously submitted authorization lists, and must be updated by the Company should any authorized representative change.

The following person(s) will prepare my payroll files and fax them.

Company Name: _____ Is this a 3rd Party Provider? _____ (Note: A 3rd party may be a payroll processing company, or accounting firm for example.)

Contact Name: _____

Address: _____

Tax ID #: _____

Phone: _____ Fax: _____

Payroll Account #: _____ (must be a CBNA/FLB account)

The following individual(s) is authorized to create, submit, or request adjustments and changes to ACH files.

Name(s): _____

Phone Number: _____

Signature: _____

The following individual(s) must be notified in the event of a returned entry:

Name(s): _____

Phone Number: _____

Signature: _____

Authorized Signature _____ Date _____

Attachment 5

Warrantees for Origination of Represented Check Entries (RCK)

(RCK – This is a debit entry initiated for the purpose of collecting a paper check, drawn on a consumer's account, which has been returned for insufficient or uncollected funds. The Company must specifically request this application at the time the originator contract is negotiated.)

1. The company has posted a notice that clearly and conspicuously states the terms of the re-presented check policy. The notice is placed so the consumer has a reasonable opportunity to see it.
2. The company recognizes that an RCK item shall be deemed to be a notice of presentment for the purposes of Revised Article 4 of the Uniform Commercial Code (1990 Official Text).
3. The company warrants to the financial institution that for every RCK entry it originates it has good title to return the item, the signatures on the item are genuine, the item has not been altered, and that the RCK entry accurately reflects the paper item.
4. The Company warrants that the item to which the RCK entry relates is not subject to a defense or claim in recoupment. Additionally, the company warrants that it is not aware of any insolvency proceeding commenced with respect to the marker or acceptor of the check.
5. The company warrants that it will only originate eligible items which include items that:
 - a. Are negotiable demand drafts on or payable through at a participating DFI, other than a Federal Reserve Bank or Federal Home Loan Bank
 - b. Are for less than \$2,500
 - c. Have been returned for insufficient funds or for uncollected funds
 - d. Are dated 180 days or less from the date the check item was returned
 - e. Is drawn on a consumer account
 - f. Has been previously presented no more than two times in physical form or more than one time in physical form and one time in electronic form (RCK)
6. The company (or its agent) will keep a copy of the item for 7 years from the settlement date of the RCK entry.
7. If requested, the company will supply a copy of the item to the Originating Financial Institution within 10 days of the request.
8. If an RCK item is finally paid, the company must indicate this on the face of the check item.