NORTHEAST BANK

Cash Management ACH Origination Agreement

This Agreement dated _____ is by and between _____

(the "Company") and Northeast Bank (the "Bank").

The Company has requested that the Bank permit it to initiate debit and credit entries to accounts maintained at the Bank and other financial institutions by means of the Automated Clearing House (the "ACH") Network. The Bank has agreed to do so on the terms of this Agreement.

The Company and the Bank agree as follows:

1. **Definitions.** Unless defined in this Agreement, capitalized terms shall have the meanings provided in the Rules (as defined below):

    a. Rules. "Rules" means the rules of the National Automated Clearing House Association (NACHA) and Appendices to the rules of the NACHA, as amended from time to time.

    b. Effective Entry Date. "Effective Entry Date" is the date specified by the originator on which it intends a batch of entries to be settled.

    c. Entry. "Entry" has the meaning given in the Rules, except that it shall also include an "On-Us Entry."

    d. On-Us Entry. "On-Us Entry" means a debit or credit Entry to an account maintained at the Bank.

    e. Online. "Online" refers to use of the Internet website designated by the Bank used to transmit or receive electronic transactions, instructions, notices or other communication but does not include transmissions by telephone, fax, in person, regular mail, express mail or email.

2. **Applicable Agreements.** This Agreement governs the Company's use of ACH Origination. The Company's access to and use of the Bank's online services shall be governed by the applicable electronic access agreement(s), as amended from time to time, between the Company and the Bank. In the event of conflict between this Agreement and any other Agreement with the Bank, this Agreement shall prevail, unless otherwise provided herein.

3. **Compliance with the Rules and Applicable Law.** The Company's rights and obligations with respect to any Entry are governed by the Rules, this Agreement and applicable law. The Company acknowledges receipt of a copy of, or availability of, the Rules. The Rules may also be purchased by contacting the Bank's Regional Payments Association: www.umacha.org. The Company agrees to be bound by the Rules. The Company represents and warrants that it will comply with the Rules, United States laws, and other applicable laws, regulations and regulatory requirements and that it will not transmit any Entry or engage in any act or omission that violates or causes the Bank to violate the Rules, applicable laws, regulations or regulatory requirements, including, without limitation, regulations of the Office of Foreign Asset Control (OFAC), sanctions or executive orders. The Bank may terminate or suspend this Agreement upon written notice and identification of a material breach by Company of the Rules. Furthermore, the Bank shall have the right to initiate an audit of Company procedures for compliance with this Service Agreement and the Rules, upon written notification to Company.

4. **Transmittal of Entries and Physical and Electronic Security Procedures**

    a. The Company will transmit all debit and credit Entries designated in **Attachment 5** to the Bank on or before the deadlines and in accordance with the guidelines set forth on **Attachments 1 and 1-1** to the Agreement. The Company will make sure that all Entries conform to the format, content, and specifications contained in the Rules and in **Attachments 1 and 1-1**.

    b. The total dollar amount of Entries transmitted by the Company to the Bank in (i) any given day or (ii) any given month shall not exceed the amounts specified in **Attachment 2**. If the Company

expects or experiences an extraordinary event that would result in the Company exceeding the limits set forth on Attachment 2, the Authorized Representative of the Company must contact the Bank and provide a written, 24-hour advance authorization of the Entry(ies). If the Company fails to provide advance notice of amounts in to be transmitted in excess of those limitations set forth on Attachment 2, then the Bank may, at its discretion, refuse to process Entries and the Bank shall have no liability to the Company for refusing to process the Entries. The Bank shall have the sole authority to determine the appropriate limits set forth in **Attachment 2**.

c. The Company shall comply with the security procedures described in **Attachment 3** to this Agreement. The Company acknowledges that the security procedures are for verification of authenticity and not to detect errors in the transmission or content of the Entry. No security practice or procedure for the detection of any such error has been agreed upon between the Bank and the Company. Company authorizes the Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Company has notified the Bank, according to notification procedures prescribed by the Bank, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than User(s) and until the Bank has had a reasonable opportunity to act upon such notice. Company agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for the Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Company's deposit account maintained with , and Company agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Company's written signature in authorizing the Bank to execute such transaction. Company acknowledges and agrees that Company shall be bound by any and all Entries initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by User(s), to the fullest extent allowed by law. Company may not reinitiate entries except as prescribed by the Rules.

d. The Company shall prevent and safeguard against unauthorized transmissions, disclosures and access to the following (all of which are referred to herein as "Security-related Items"): information (including but not limited to security procedures, instructions, passwords and user identifications), systems and equipment that interface with, connect to or allow access to the Bank, its information, systems and equipment. The 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 Security-related Items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in this Agreement and in the Rules.

e. Without limiting the foregoing, the Company warrants that no individual will be allowed to initiate transfers without proper supervision. If the Company suspects, knows, believes or has reason to believe that an unauthorized individual has transmitted or attempted to transmit one or more Entries or that the security procedures or other Security-related Items have otherwise been compromised, the Company agrees to immediately notify the Bank and agrees that any Entry received by the Bank before or within a reasonable time after such notice to the Bank shall be treated as authorized by the Company.

f. The Company is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Company's possession or under Company's control. The Bank is 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 or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at the Company's own discretion and risk, and the Bank is not responsible for any damage to Company's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. The Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to the Company's operating systems, and for protecting, securing, and backing up any data and information stored in or on the Company's operating

systems. The Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on the Company's operating systems or accessed through an Internet connection.

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

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

i. The Bank reserves 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 the Bank's discretion. The Bank will endeavor to give Company reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Company if the Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of the Bank's systems and assets. Company's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Company's agreement to the change and Company's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

5. **Company's Representations, Warranties and Agreements.** The Company represents and warrants that each Entry provided to the Bank complies in all respects with the Rules and this Agreement. The Company acknowledges and agrees that, pursuant to the Rules, the Bank makes certain warranties to the ACH Operator and other financial institutions and that such warranties are made in reliance on: (i) the representations and warranties of the Company, including but not limited to those contained in this section of this Agreement and (ii) Company's agreement to be bound by the Rules and applicable law. The Company shall indemnify the Bank against any claims, alleged claims, loss, liability or expense (including attorneys' fees and expenses) resulting directly or indirectly from, related to or arising out of: (i) any breach of the Company's warranties or this Agreement; (ii) Company's failure to exercise ordinary care in connection with its duties hereunder; (iii) any action by the Receiving Depository Financial Institution ("RDFI") upon an unauthorized or erroneous Entry initiated by the Company; (iv) any actions by a service provider or agent of the Company that results in a breach of this Agreement by the Company; (v) to the extent that it involves the Bank, any litigation by an ACH Operator, an RDFI or any Company Receivers asserting noncompliance on the Company's part with the Rules, laws, regulations or regulatory requirements. Without limiting the foregoing, the Company warrants:

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

b. Each authorization is clear and readily understandable by the receiver;

c. Copies of authorizations will be made available when requested by the Bank;

d.   Each credit Entry is timely and accurate;

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

f.   No Entry has been reinitiated in violation of the Rules;

g.   If the Company generates WEB or TEL entries, all the special warrantees that apply in **Attachment 5** have been complied with;

h.   If the Company originates Same-Day ACH entries, the special warrantees that apply in **Attachments 1-1** and **7** have been complied with;

i.   The Company has used commercially reasonable procedures to verify that all information contained in an Entry, including but not limited to routing numbers, is accurate and valid; and,

j.   This Agreement has been duly and properly authorized by the Company, the party executing this Agreement is properly authorized on behalf of the Company to execute this Agreement on its behalf, and this Agreement is enforceable by the Bank in accordance with its terms;

k.   The Company will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Article 4A if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations;

l.   The Company's Authorized Representative(s) have been properly appointed and authorized by the Company's board of directors (or equivalent governing body) as the Company's representatives with the full authority to act on behalf of the Company under the terms of this Agreement, including, without limitation, the authority to transfer the Company funds via ACH credit or debit Entries.

6. **Bank Obligations.** Subject to Section 7 of this Agreement, the Bank shall, in accordance with the Rules, process, transmit and settle for any Entry. The Bank shall have no obligation to transmit an Entry if the Company fails to comply with the Rules or any terms of this Agreement. The Bank shall rely on any and all information it receives from an Authorized Representative of the Company, as set forth in **Attachment 2**, and any person the Bank, in good faith, reasonably believes to be acting on behalf of the Company, whether or not such person was authorized by the Company.

7. **Payment for Credit Entries and Returned Debit Entries; Company's Account.** Company agrees to pay for all credit Entries issued by Company, User(s), or credit Entries otherwise made effective against Company. Company shall make payment to the Bank on the date as determined by the Bank in its sole discretion ("Payment Date"). Company shall pay the Bank for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("RDFI") or debit Entry dishonored by the Bank. The Company will maintain a deposit account (the "Account") with the Bank at all times during the term of this Agreement. The Company shall at all times maintain a balance of available funds in the Account sufficient to cover the Company's obligations under this Agreement. If collected balances in the Account are insufficient to cover the aggregate amount of Entries, the Bank shall have no obligation to transmit such Entries. The Company authorizes the Bank to debit its Account or any other account maintained at the Bank for any amount it owes the Bank as a result of this Agreement.

8. **Prefunding.** The Bank reserves the right to require the Company to pre-fund an account maintained at the Bank prior to, or in the case of a Same-Day ACH Entry, on the Settlement Date of the ACH file. The Bank shall determine whether pre-funding is required based on criteria established from time to time by the Bank. The Bank will communicate directly to the Company if pre-funding is required and, if requested by the Company, will provide the Company with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, the Company will provide immediately available and collected funds sufficient to pay all Entries initiated by the Company (a) not later than 8:00 AM local time one (1) banking day before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

9. **Credit Approval and Exposure Limits.** In transmitting ACH in accordance of this Service Agreement, the Bank must make certain warranties on behalf of Company. Specifically, the Bank is charged with assuring the financial soundness of Company to make the intended Entries. The Bank must approve all ACH Agreements

and may request financial information from Company and/or a separate credit agreement. The Bank shall also be authorized to obtain a credit report(s) on Company as may be necessary from time to time. The Bank will also assign Company a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Company each day ("Daily Exposure Limit") and each month "Monthly Exposure Limit". Company acknowledges that the ACH Processing Limit is solely for the protection of the Bank and its assets. Company understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the Bank. Requests not honored would be communicated to the Company or the Company's designated representative. The Company shall comply with the Exposure Limits as set forth in **Attachment 2**. Such limits may be modified from time to time by the Bank at its sole discretion with notice to the Company.

10. **Prohibited Transactions.** Company agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that the Bank has no obligation to monitor Company's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, the Bank reserves the right to decline to execute any transaction or activity that the Bank believes violates the terms of this Agreement.

11. **Security Interest.** To secure the payment and performance of Company's obligations set forth herein, Company grants to the Bank a security interest in and pledges and assigns to the Bank all of Company'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 Company (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in the Bank's custody or control; (b) any other collateral described in any security instrument securing the obligations of Company to the Bank under this Agreement or any other obligation of Company to the Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

12. **Cancellation or Amendment of an Entry.** The Company shall have no right to cancel or amend any Entry after its receipt by the Bank. However, the Bank shall use reasonable efforts to act on a request by the Company to cancel an Entry before transmitting it to the ACH Operator or crediting or debiting an On-Us Entry. Any such request shall comply with this Agreement, including the security procedures described on **Attachment 3** to this Agreement. The Bank shall have no liability if it fails to effect the cancellation. Company shall reimburse, indemnify and hold harmless the Bank for any expenses (including attorneys' fees), losses or damages the Bank incurs in effecting or attempting to effect Company's request for the cancellation of an Entry.

13. **Rejection of Entries.** The Bank may reject any Entry, including an On-Us Entry, that does not comply with the requirements of the Rules or this Agreement, specifically including **Attachment 1, Attachment1-1,** and **Attachment 2** of this Agreement and may reject any Entry if the Company is not otherwise in compliance with the terms of this Agreement or the Rules. The Bank shall notify the Company in accordance with **Attachment 1** and **Attachment 1-1** of such rejection no later than the business day such Entry would otherwise have been transmitted by the Bank to the ACH Operator or, in the case of an On-Us Entry, the day before its Effective Entry Date. Notices of rejection shall be effective when given. The Bank 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.

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

15. **Reversals.** The Company may reverse a File or Entry pursuant to the Rules. If the Company reverses an Entry or File, the Company shall indemnify the Bank against any claim, alleged claim, demand, loss, liability or expense (including attorney's fees) resulting directly or indirectly from such reversal.

16. **Error Detection.** The Bank has no obligation to discover and shall not be liable to Company for errors made by Company, 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. The Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company. Notwithstanding the foregoing, if the Company discovers that any Entry it has initiated was in error, it shall notify the Bank of such error. The Bank will make its best efforts to correct the error. In the event that Company makes an error or issues a duplicate Entry, Company shall indemnify, defend all claims, and hold the Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by the Bank as result of the error or issuance of duplicate Entries.

17. **Notice of Returned Entries and Notifications of Change.** The Bank shall notify the Company in accordance with **Attachment 1** and **Attachment 1-1** of the receipt of a returned Entry or Notification of Change (NOC) from the ACH Operator no later than one business day after the business day of such receipt. The Bank shall have no obligation to retransmit a returned Entry if the Bank complied with the terms of this Agreement with respect to the Entry.

18. **Entries Returned as Unauthorized**. In the event that an Entry is returned as unauthorized or authorization revoked, the Company will contact the necessary parties and resolve any dispute. During this process the Company may ask the Bank to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." The Bank will make its best effort to obtain the form and will deliver it to the Company when received. Company agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless the customer reauthorized the Entry or Entry stream.

19. **Unauthorized Rate in Excess of 0.5%.** In the event the rate of unauthorized transactions exceeds 0.5% based on the calculations noted in the Rules, the Company will share the data requested by the Bank based on the Rules and will immediately begin the process of bringing the rate below .5%.

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

21. **Overall Return Rate.** In the event that the overall rate of returns is greater than 15% for any two calendar months or 60 day period, the Company will share any data requested by the Bank based on the Rules. If it is determined that remediation is necessary the Company will develop a plan to reduce that figure to under 15%.

22. **Periodic Statement.** The periodic statement issued by the Bank for the Company's Account will reflect Entries credited and debited to the Company's Account. The Company agrees to notify the Bank within a reasonable time not to exceed thirty (30) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the periodic statement. If the Company fails to notify the Bank of any such discrepancy within thirty (30) days after receipt of such periodic statement, the Company shall be precluded from asserting any claim against the Bank arising from such discrepancy.

23. **Fees.** The Company agrees to pay the Bank for services provided under this Agreement in accordance with the schedule of charges set forth in **Attachment 4**. The Bank may change its fees from time to time in its sole discretion upon notice to the Company.

24. **Bank and Audit.** The Bank may from time to time request information from the Company in order to evaluate a continuation of the service to be provided by the Bank hereunder and/or adjustment of any limits set by this agreement. The Company agrees to provide the requested financial information immediately upon request by the Bank, in the form required by the Bank. The Company authorizes the Bank to investigate or reinvestigate at any time any information provided by Company in connection with this agreement or the service. Upon request by the Bank, the Company hereby authorizes the Bank to enter the Company's business premises for the purpose of ensuring that the Company is in compliance with this Agreement and Company specifically authorizes the Bank to perform an audit of the Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. The Company hereby acknowledges and agrees that the Bank shall have the right to mandate specific internal controls at the Company's location(s) and Company shall comply with any such mandate. In addition, the Company hereby agrees to allow the Bank to review available reports of independent audits performed at the Company location related to information technology, the service and any associated operational processes. The Company agrees that if requested by the Bank, the Company will complete a self-assessment of Company's

operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by the Bank in an audit of Company. If the Company refuses to provide the requested financial information, or if the Bank concludes, in its sole discretion, that the risk of the Company is unacceptable, if the Company violates this agreement or the rules, or if the Company refuses to give the Bank access to Company's premises, the Bank may terminate the Service and this Agreement according to the provisions hereof.

25. **Liability.**   In the performance of the services required by this Agreement, the Bank shall be entitled to rely solely on the information; representations and warranties provided by the Company pursuant to this Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided by law, the Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those services. In no event shall the Bank have any liability for any consequential, special, incidental, punitive or indirect damages the Company may incur or suffer in connection with this Agreement whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability the Company may assert. Without limiting the foregoing, the Bank shall not be liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, emergency conditions or other conditions beyond the Bank's control. To the extent allowed by law, the Bank shall not be liable for and shall be excused from failing to transmit or any delay in transmitting an Entry (I) if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (ii) if, for any reason, the ACH Operator fails or declines to process an Entry; (iii) if, in the Bank's sole discretion, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any Rule, law, regulation or regulatory requirement; or (iv) if processing an Entry, in the Bank's sole discretion, would cause it to engage in an unsafe and unsound practice.

26. **Credit and Debit Entries; Record Retention.** The Company 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 the Company and the Company 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, the Company shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules.

27. **Rules Enforcement.** In the event that a Report of Possible Rules Violation is filed on the Company, the Company will take appropriate steps to correct the problem within the time frames suggested by the Bank. In the event that a fine is levied against the Bank for a violation of the Rules, the Company agrees to make the Bank whole for the value of the fine.

28. **Inconsistency of Name and Account Number.** The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number even if it identifies a person different from the named Receiver, and the Company's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances.

29. **Miscellaneous.**   The Bank may amend the terms of this Agreement from time to time upon thirty (30) days' written notice to the Company. Bank may terminate this Agreement at any time for any reason, in its sole discretion, without liability. The Company may terminate this Agreement upon ten (10) days' written notice to the Bank except that the Company may terminate the Agreement immediately if the terms of the Agreement are materially breached by the Bank. Any termination of this Agreement shall not affect any of the Bank's rights and the Company's obligations with respect to Entries initiated by the Company prior to the effective time of such termination, or the payment of obligations of the Company with respect to services performed by the Bank prior to the effective time of such termination, or any other obligations that shall survive termination. The provisions of this Agreement that are necessary to give effect to the purposes of this Agreement shall survive its termination. The Bank may assign this Agreement or any of its rights and duties hereunder without prior notice to or consent by Company, but the Company may not assign this Agreement or any of the rights or duties hereunder to any person without the Bank's prior written consent.   This Agreement shall be governed

by and construed in accordance with the law of the state of Minnesota. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may be executed by a party by electronic or facsimile transmission of the party's signature, and said electronic or facsimile copy shall have the same force and effect as any originally-signed document delivered in person. 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.

30. **Recording and Use of Communications.** The Company and the Bank 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. The Bank shall not be obligated to make such recordings.

31. **Data Retention**. The Company 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 Bank as provided herein, and shall provide such Data to the Bank upon its request.

32. **Entire Agreement.** This Agreement (including the Attachments, all of which are incorporated herein by reference) is the complete and exclusive statement of the agreement between the Bank and the Company with respect to the subject matter hereof and supersedes any prior agreement(s) between the Bank and the Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement, or the Attachments or any agreements governing the Account, 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 the Bank 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 the Bank shall incur no liability to the Company as a result of such violation or amendment. No course of dealing between the Bank and the Company will constitute a modification of this Agreement or constitute an agreement between the Bank and the Company regardless of whatever practices and procedures the Bank and the Company may use.

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

COMPANY   NORTHEAST BANK

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

Date: _____   Date: _____

Attachment 1
Delivery of Files – Standard ACH

A.   Delivery location:

Personal Computer

> Website: www.nebankmn.com
> Northeast Bank Online Banking Cash Management Login Credentials

Personal Computer File Transmission: The Company's Authorized Representative (s) will access the ACH system by utilizing the prearranged log-on procedures and will transmit files and Entries via the Bank's online system.

Physical Location: Northeast Bank
                            77 Broadway St NE
                            Minneapolis, MN 55413

This location may be used as an alternative if the Bank or customer experiences connectivity issues with the online banking system. The Bank would notify customers should this alternative delivery method be used.

B.   Format and content of Entries: Files must be delivered in standard NACHA file formats which can be verified by going to Appendix Three in the NACHA Rules book. The Company is solely responsible for the accurate creation, modification and deletion of the account information maintained on the Company's computer systems and used for ACH Entries. The Company agrees to comply with written procedures provided by the Bank for the creation, maintenance and initiation of ACH Entries.

All electronic transmissions must be verified by a Company Authorized Representative by entering the current code from their registered Security Token code in order to initiate or approve an ACH file(s), which validates that they are an Authorized User and that the information transmitted is authorized and appropriate.

If security token system is inaccessible, then the Company Authorized Representative must call the Bank's ACH Transmission Verification Message Center at 612-362-3225. The message should include the following information:

- Company Name
- Processing Date
- Number of Files
- Total Dollar Amount of each File

No additional verification is done on files or entries verified with a security token code. If telephone verification is required, the Bank will validate that the File totals agree with the Company information received through telephone. In the event of a discrepancy in the totals, the Bank will call the specified Company Authorized Representative(s) designated by an authorized signer of the Company. If an Authorized Representative is not available for verification, then the File will not be processed until the Company's Authorized Representative can be contacted on the next business day.

Company Cash Management users may enroll to receive email alerts when ACH batches are initiated, uninitiated and/or processed.

C.   Deadline: Standard ACH files and verifications must be received by Northeast Bank - Electronic Banking Department no later than **4:00 PM** one (1) business day prior to the Effective Entry Date on the File. Industry best practices dictate that ACH credits going outside of the Bank should be submitted two banking days before the Effective Entry Date. If a Company delivers Files prior to the requested *one (1)* day before the requested settlement day the Bank will hold those Files in its warehouse and process them to settle on the Effective Entry Date listed by the Company.

If the ACH Transmittal verification is not received by 4:00 PM on the same day transmitted, the Bank will not process any of the Entries contained in the transmission and the Bank shall not be liable to the Company for failure to transmit any of the Entries.

D.   **Limits:** The total dollar amount of Entries transmitted by the Company to the Bank on any single day by file type, etc. is further explained on **Attachment 2**.

E.   **Prerequisites:** Prior to utilizing the Bank's online banking service, the Company must enter into and agree to the terms and conditions of the Bank's ACH Origination Agreement. Further, before originating any Entries, the Company must complete a setup with a Bank representative which providing information about frequency and volume of Entries. To originate Files, annual financial statements may be required by the Bank.

F.   **Notice by Bank:** If an Entry is rejected or returned, a notification of change (NOC) is received, or the Bank amends the terms of this agreement, the Bank shall notify the Company by email.

Return and NOC notifications will be sent to the email addresses for the Company ACH contacts that we have on file for your organization directly from the Federal Reserve FedACH Reporter service. These emails are sent from the notification@achedi.com email address.   _____ Initial

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

If to Northeast Bank:	If to Company:
Email: ebanking@nebankmn.com Physical Address: **Northeast Bank** **ATTN: eBanking Department** **77 Broadway St NE** **Minneapolis, MN 55413**	Email Address: _____ Physical Address: _____ _____ _____ _____

COMPANY:

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1-1
Delivery of Files – Same-Day ACH

Company understands that as of the execution date if this agreement only ACH credit and debit entries up to $100,000 will be eligible to be processed during the two Same-Day ACH windows. Effective, March 21, 2021, a third Same-Day ACH processing window will be added.

Company comprehends RDFIs are required to provide funds availability to the recipient from Same-Day ACH transactions as follows:

- by 1:30 PM local time of the receiving bank for Same-Day ACH transactions processed through this Service during the first window
- by 5 PM local time of the receiving bank for the Same-Day ACH entries processed through this Service during the second Same-Day ACH window.
- by the end of the processing day of the receiving bank for the Same-Day ACH entries processed through this Service during the third Same-Day ACH window.

A.   **Delivery location**:

Personal Computer

> Website: www.nebankmn.com
> Northeast Bank Online Banking Cash Management Login Credentials

The company's Authorized Representative (s) will access the ACH system by utilizing the prearranged log-on procedures and will transmit files and Entries via the Bank's online system.

Physical Location: Northeast Bank
> 77 Broadway St NE
> Minneapolis, MN 55413

This location may be used as an alternative if the Bank or customer experiences connectivity issues with the online banking system. The Bank would notify customers should this alternative delivery method be used.

B.   **Format and content of Entries**: Files must be delivered in standard NACHA file formats which can be verified by going to Appendix Three in the NACHA Rules book. The Company is solely responsible for the accurate creation, modification and deletion of the account information maintained on the Company's computer systems and used for ACH Entries. The Company agrees to comply with written procedures provided by the Bank for the creation, maintenance, and initiation of ACH Entries.

All electronic transmissions must be verified by a Company Authorized Representative by entering the current code from their registered Security Token code in order to initiate or approve an ACH file(s), which validates that they are an Authorized User and that the information transmitted is authorized and appropriate.

If security token system is inaccessible, then the Company Authorized Representative must call the Bank's ACH Transmission Verification Message Center at 612-362-3225. The message should include the following information:

- Company Name
- Processing Date
- Number of Files
- Total Dollar Amount of each File

No additional verification is done on files or entries verified with a security token code. If telephone verification is required, the Bank will validate that the File totals agree with the Company information received through telephone. In the event of a discrepancy in the totals, the Bank will call the specified Company Authorized Representative(s) designated by an authorized signer of the Company. If an Authorized Representative is not available for verification, then the File will not be processed until the Company's Authorized Representative can be contacted on the next business day. Company Cash Management users may enroll to receive email alerts when ACH batches are initiated, uninitiated and/or processed.

C. **Timing of Delivery:**

- If the Company is sending Same-Day ACH credit or debit Entries, these batches must be initiated to the Bank as follows to be included in the Same-Day ACH processing windows:

  - *1st Same-Day ACH window: 8:00 AM CT cut-off time*

  - *2nd Same-Day ACH window: 12 Noon CT cut-off time*

  - *3rd Same-Day ACH window (Effective 3/21/2021): 2:15 PM CT cut-off time (tentative)*

D. **Limits:** The total dollar amount of Entries transmitted by the Company to the Bank on any single day by file type, etc. is further explained on **Attachment 2**.

E. **Prerequisites:** Prior to utilizing the Bank's online banking service, the Company must agree to the terms and conditions of the Bank's ACH Origination Agreement. Further, before originating any Entries, the Company must complete a setup with a Bank representative which providing information about frequency and volume of Entries. To originate Files, annual financial statements may be required by the Bank.

F. **Notice by Bank:** If an Entry is rejected or returned, a notification of change is received, or the Bank amends the terms of this agreement, the Bank shall notify the Company by email.

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

If to Northeast Bank:	If to Company:
Email: ebanking@nebankmn.com Physical Address: **Northeast Bank** **ATTN: eBanking Department** **77 Broadway St NE** **Minneapolis, MN 55413**	Email Address: _____ Physical Address: _____ _____ _____ _____

COMPANY: (*Sign only if Company wants to be setup for Same-Day ACH Origination*)

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 2 - ACH Limit Authorization Form

Date: _____

Northeast Bank

Company: _____

Officer Name: _____

MAXIMUM
Daily Company Limit: $ _____

TAX ID NUMBER: _____

Same-Day ACH: ☐ YES ☐ NO

Pre-funding: ☐ YES ☐ NO

Company Name	Entry Description/Discretionary Data	SEC Codes
Name: ID#:	☐DAC ☐PAYROLL ☐AP ☐Other	☐CCD ☐CTX ☐PPD ☐TEL ☐WEB Daily: Monthly:
Company Name	**Entry Description/Discretionary Data**	**SEC Codes**
Name: ID#:	☐DAC ☐PAYROLL ☐AP ☐Other	☐CCD ☐CTX ☐PPD ☐TEL ☐WEB Daily: Monthly:
Company Name	**Entry Description/Discretionary Data**	**SEC Codes**
Name: ID#:	☐DAC ☐PAYROLL ☐AP ☐Other	☐CCD ☐CTX ☐PPD ☐TEL ☐WEB Daily: Monthly:
Company Name	**Entry Description/Discretionary Data**	**SEC Codes**
Name: ID#:	☐DAC ☐PAYROLL ☐AP ☐Other	☐CCD ☐CTX ☐PPD ☐TEL ☐WEB
Company Name	**Entry Description/Discretionary Data**	**SEC Codes**
Name: ID#:	☐DAC ☐PAYROLL ☐AP ☐Other	☐CCD ☐CTX ☐PPD ☐TEL ☐WEB

*Company Name can only be 16 characters

* Entry Description/Discretionary Data – Entry Description will display to the recipient Discretionary Data will display on statement

APPROVAL:

COMPANY	**Northeast Bank**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

ATTACHMENT 3 - Security Procedures:

A. The following sets forth the Security Procedure with which the Company agrees to comply when transmitting or delivering Entries to the Bank:

Company uses the Bank's HTTPS (Secure) Website to upload ACH files or manually enter ACH batch information:

    1. Setup information obtained, Login ID & password created, Multi-factor authentication process prescribed, URL website link provided to customer.

    2. Each Authorized User (designated in **Attachment 6** of the Agreement) will be required to use the following Multi-Factor Authentication provided by the Bank to access Cash Management:
- User ID

- Password

- Registered Security Token – Symantec VIP mobile app or physical token provided by Bank

    o Refer to the "Cash Management Security Token Agreement"

- May be required to answer a personally identified security question prior to submitting or approving an ACH transaction.

    3. In addition, an Authorized User must also enter the current code from their registered Security Token code in order to initiate or approve an ACH file(s), which validates that they are an Authorized User and that the information transmitted is authorized and appropriate.

If the security methods outlined above are unavailable, then the Authorized User must call the Northeast Bank ACH Validation Line (612-362-3225) and provide the following information:
- Company Name
- Processing Date
- Number of Files
- Total Dollar Amount of Each File

B. The Company agrees that the Security Procedure set forth above in Section A is commercially reasonable.

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

D. The Company is solely responsible for access by its employees of the data files maintained on the Company's computer systems. The Company further agrees that the Bank will not be responsible or liable to the Company in anyway if information is intercepted by an unauthorized person, either in transit or at the Company's place of business. The Company agrees to keep the Company's log-on information, transmittal and verification procedures, and/or password(s) confidential, providing them only to employees who have been authorized to

act on the Company's behalf, and instruct each person to whom the Company has provided this information that he or she is not to disclose it to any unauthorized person, and immediately notify the Bank if the Company believes a password may have been disclosed to a non-authorized person or otherwise compromised.

E. The Company will be responsible for ensuring the protection of any log-on information or passwords for employees who are no longer employed at the Company. THE BANK WILL HAVE NO LIABILITY TO THE COMPANY FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING THE COMPANY'S LOG-ON INFORMATION AND/OR PASSWORDS. The Bank may suspend or cancel the Company's password if the Bank suspects a password is being used in an unauthorized or fraudulent manner. The Company will indemnify, defend, and hold harmless the Bank from and against any third-party claim for any Entry made using the Company's logon information and/or password.

F. The Company shall prevent and safeguard against unauthorized transmissions, disclosures, and access to the following (all of which are referred to herein as "Security-related Items": information (including but not limited to security procedures, instructions, passwords and user identifications), systems and equipment that interface with, connect to or allow access to the Bank, its information, systems and equipment. The Company shall establish, maintain, and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to related items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in this Agreement and in the Rules. The Company warrants and agrees that it shall take all reasonable steps to maintain confidentiality of the security procedures and any related security features.

COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Attachment 4 - Fees

Setup Fee (one-time only) $75.00

Standard ACH
    Per file (batch) $2.50
    Per item (entry) $0.12

Same-Day ACH
    Per file (batch) $5.00
    Per item (entry) $1.00

ACH Returns Items $4.00

Unauthorized Debit Return Surcharge $5.00
(R05, R07, R10, R11, R29, R51)

Notifications of Change $1.00 per notice

Manual Entry Fee (Add, change, delete by Bank staff) $5.00

Transmission of Extra File / Extension of ACH Window $30.00
(does not apply to Same-Day ACH)

Reversals
    File reversals $10.00 + $0.12/item
    Single/entry reversals $2.00

Investigations $25 per hour

Attachment 5
Additional Originator Obligations for Specific Standard Entry Class (SEC) Codes

Check the box next to the approved ACH service:

      [   ]   PPD – Prearranged Payment or Deposit

      [   ]   CCD – Corporate Credit or Debit / CTX – Corporate Trade Exchange

      [   ]   TEL – Telephone-Initiated Entry

      [   ]   WEB – Internet-Initiated Entry

TEL – Telephone Initiated Entry

1. Originator has employed commercially reasonable procedures to verify the identity of the Receiver.
2. Originator has utilized commercially reasonable procedures to verify that routing numbers are valid.
3. The company warrants that the receiving consumer has orally authorized a single or recurring transaction. The authorization must be readily identifiable as an authorization and must clearly state its terms. A TEL entry may only be used when there is an Existing Relationship between the Originator and the Receiver, or, when there is not an Existing Relationship between the Originator and the Receiver, when the Receiver initiates the telephone call.

   The following minimum information must be included as part of the single entry authorization:

   - The date on or after which the debit will occur
   - The amount of the entry
   - The consumers name
   - The account to be debited
   - A phone number for inquiries that is answered during normal business hours
   - The date of the oral authorization
   - A statement by the company that the authorization was obtained from the consumer for a single-entry ACH debit

   The following minimum information must be included as part of an authorization for recurring entries:

   - The timing (including the start date), number and/or frequency the debits will occur
   - The amount of the recurring entry
   - The consumers name
   - The account to be debited
   - A phone number for inquiries that is answered during normal business hours
   - The date of the oral authorization

4. For single entry TEL entries, the company warrants that the authorization is either tape recorded, or a notice is sent to the consumer prior to the settlement date of the debit. For recurring TEL entries, the authorization must be recorded and a copy of the authorization must be sent to the consumer.

COMPANY

Signature:_____

Name: _____

Date: _____

WEB – Internet Initiated Entry/Mobile Entry

1. The company must employ a commercially reasonable method of authentication to verify the identity of the consumer.
2. The company will employ a commercially reasonable fraudulent transaction detection system to screen each entry.
3. The company will use commercially reasonable procedures to verify that routing numbers are valid.
4. The company will conduct an audit annually, and share this audit with the Bank, to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of:
    a) Physical security to protect against theft, tampering, or damage;
    b) Personnel and access controls to protect against unauthorized access and use; and
    c) Network security to ensure secure capture and storage and distribution

COMPANY

Signature:_____

Name: _____

Date: _____

Attachment 6
Authorized Representatives

Authorized Representative List for:

The undersigned certifies that the individuals listed below are the authorized representatives of this Company for the purposes set forth in the Agreement ("Authorized Representatives"). These Authorized Representatives are authorized to act on behalf of the Company to transmit, add, amend or cancel Entries or communicate with or provide instructions to the Bank concerning the matters governed by the Agreement.

By signing below, each Authorized Representative acknowledges that they have received and read a copy of the Northeast Bank ACH Origination Agreement, particularly the delivery and security procedures set forth in **Attachments 1, 1-1 and 3** thereto, and agree to be bound by and comply with the requirements and conditions set forth in the Agreement.

Name (printed)	Signature	Phone Number	Add	Delete	Date
			Check one		

To add or delete Authorized Representatives, the Company shall provide the Bank with a revised **Attachment 6** signed by an authorized signer of the Company. Until the Bank receives such revised **Attachment 6** and has had a reasonable opportunity to act on it, the Bank shall continue to use previously designated Authorized Representatives and rely on all information provided by such Authorized Representatives.

_____   _____
Authorized Signer   Date

Attachment 7

Same-Day ACH

Phased Implementation Approach

Company understands that as of the execution date if this agreement only ACH credit and debit entries up to $100,000 will be eligible to be processed during the two Same-Day ACH windows. Effective, March 21, 2021, a third Same-Day ACH processing window will be added.

Company comprehends RDFIs are required to provide funds availability to the recipient from same-day ACH transactions as follows:
- by 1:30 PM local time of the receiving bank for Same-Day ACH transactions processed through this Service during the first window
- by 5 PM local time of the receiving bank for the Same-Day ACH entries processed through this Service during the second Same-Day ACH window.
- by the end of the processing day of the receiving bank for the Same-Day ACH entries processed through this Service during the third Same-Day ACH window.
  a. An RDFI does not need to make the funds from transactions from the third Same-Day ACH third processing window available for withdrawal only the day they are processed. They only need to be made available to offset other transactions during their nightly processing.

An RDFI could decide to make funds available sooner than the deadline.

Identification of Same-day Transactions via the Effective Entry Date

Company further understands that Same-Day ACH transactions will be identified by the Bank by the Company requesting to enroll in Same-Day ACH and the Company using the current day's date in the Effective Entry Date field of the Company/Batch Header Record. Company also acknowledges that transactions intended for same-day processing carrying a current day Effective Entry Date will also need to meet the Financial Institution's submission deadline for same-day processing.

Stale or Invalid Effective Entry Dates

Company recognizes that ACH transactions submitted to an ACH Operator with stale or invalid Effective Entry Dates will be settled at the earliest opportunity, which could be the same day. If the transactions are submitted prior to the close of the second same-day processing window at 12:00 PM CT – or *after March 21, 2021* prior to the close of the third same-day processing window at 2:15 PM CT – the Entries will be settled the same day and will be charged based on the fees in **Attachment 4**. If the transactions are submitted to the Bank after all of the same-day processing windows, the Entries will be settled the next day and the Same-Day File and Entry fees will not apply.