

Company Name:

Company EIN:

This ACH Positive Pay Service Agreement ("Service Agreement") made as of \_\_\_\_\_ and in conjunction with the Treasury Management Services Master Agreement ("Master Agreement") govern the ACH Positive Pay services granted by California Bank of Commerce, N.A. ("Bank") to \_\_\_\_\_ ("Company") as identified in the Treasury Management Services Application ("Application") submitted by Company. All terms and conditions herein shall apply, unless specified otherwise. In the event of conflicts between the terms of this Service Agreement and the terms of the Deposit Account Agreements and/or the Master Agreement, the terms of this Service Agreement shall control.

Bank and Company hereby agree as follows:

## 1. DEFINITIONS

**ACH Filtering by SEC Code:** Limit or block ACH transactions to Accounts based on SEC Code(s). All ACH transactions received that match the criteria specified will be blocked and returned. If "All" designation is selected, indicate whether POP, ARC and/or BOC transactions should be included in such "All" designation. If POP, ARC, and/or BOC Entries are included, Financial Institution shall dishonor and return such Entries. If an ACH transaction is not listed below, the transaction(s) will be posted to Customer's account.

**ACH Filtering by Company:** Limit or block ACH transactions by companies to originate debit and/or credit entries against the accounts. All ACH items received from Originators, other than those marked as authorized by customer, will be held for one business day, and will require a decision by customer. If customer does not approve held items, or fails to respond to bank notifications, those items will be returned as Not Authorized. If item is authorized, the customer can select to add the corresponding Company ID and Name to the authorized list. It is the responsibility of the customer to manage the companies on the authorized list, and to notify the Bank of any revoked authorizations.

**ACH Filtering by Transaction:** Limit ACH transactions to Accounts by identified Originators, with a minimum and/or maximum dollar amount per entry from each originator as indicated. If no Minimum and/or Maximum Dollar amount is indicated, the Originator will be authorized to debit the account for any amount submitted. All ACH items received from Originators, other than those listed, will be held for one business day, and will require a decision by customer. If customer does not approve held items, those items will be returned as Not Authorized.

**Authorized User:** Any individual, agent, or sub-user whom you allow to use the Service. The Company gives authority for the Authorized Users established through the Sub-User Administration function within internet banking to have access and privileges to the account(s) for which this Agreement applies. If this Bank is contacted by a person whom we believe to be your Authorized User and who requests that we pay or return exception items, or who provides other ACH Positive Pay information to us, we shall be entitled to rely upon such instructions and information in good faith.

Company will be solely responsible for designating its Authorized Users and assigning privileges to use the ACH Positive Pay Service. Bank and its Service Providers agree to act upon, and Company agrees to be bound by any transaction, instruction, or direction whether or not authorized, that is properly authenticated with an access ID and passcode of an Authorized User.

Furthermore, any instruction, direction, or other information provided by any Authorized User will be deemed to have been authorized by the Company. Bank and its Service Providers will not be responsible for verifying the identity or authenticity of any person claiming to be an Authorized User of the Company.

**Business Day:** Monday through Friday, excluding Federal Reserve holidays.

**Cut-Off Time:** Refers to the deadline by which we must receive your pay or return instructions for Exception Items. The designated cut-off will be displayed in the Online Banking platform.

**Service Provider:** Includes any agent, licensor, independent contractor, or subcontractor that Bank may involve in the provision of Internet Banking and ACH Positive Pay Services.

**2. AUTHORIZATION INFORMATION**

Account Number	Account Title

**METHOD OF SERVICE**

Online Banking – Customer will manage the various method of filtering and decision making through the business online banking platform.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above set forth.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

CALIFORNIA BANK OF COMMERCE, N.A.

Signature & Date:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**METHOD OF PAYMENT**

- Charge Account #
- Add to Account Analysis on Account #