

ACH ORIGINATION ADDENDUM

This ACH Origination Addendum ("Addendum") is entered into as of _____, by and between County of Indian River - Board of County Commissioners ("you") and **Paymentus Corporation**, a Delaware corporation ("us").

This Addendum applies if you have a Master Services Agreement or any other agreement with us (including for this purpose, any affiliate) and we currently or in the future process Automated Clearinghouse ("ACH" or "e-check") transactions for you. This Addendum highlights those additional terms that apply to our processing of ACH transactions for you. Unless otherwise defined in this Addendum, capitalized terms in this Addendum have the meanings set forth in the Master Services Agreement or as defined in the NACHA Operating Rules (as defined below).

The ACH network is controlled and managed by the National Automated Clearinghouse Association ("NACHA") and its member organizations and is governed by certain operating rules ("Rules"). The Rules require that all Originators (like you), and Third-Party Senders (like us) must be bound to the Rules. You are authorizing us to submit ACH debit and credit entries on your behalf. As an Originator of debit and credit entries, you accept the obligations as defined in the Rules insofar as you perform the functions identified in the Rules. We further accept our obligations as a Third-Party Sender insofar as we perform the functions identified in the Rules for you.

Depending on the circumstances, either you or we will obtain your customers' consent to debit or credit their bank account. The consents will be in the form and manner that complies with the Rules. If authorizations were obtained prior to your agreement with us (and/or from another Third-Party Sender or Third-Party Service Provider), you agree to retain proof of this consent and provide it to us upon request within five (5) business days. If a customer has stopped payment or revoked authorization for a transaction, you agree not to reinitiate this payment until a new authorization is obtained from the customer.

You acknowledge that ACH entries may not be initiated that violate the laws of the United States. You may not, and may not attempt to (and we will not and will not attempt to on your behalf) send or receive funds to or from a person, entity, or state where such transactions are prohibited by applicable law and will not initiate transactions on behalf of another person or entity for which you are not the ultimate beneficiary.

You acknowledge that we have a responsibility to monitor and review your ACH originated activity for compliance with this Addendum, the Rules and applicable laws, regulations and orders as well as for security, legal, fraud and any other legitimate purpose as permitted by law. This includes the right to review your records and you agree to provide access to any information reasonably requested in connection with any review. If you are found to have breached any term of this Addendum or the Rules, we may terminate or suspend this Addendum by giving you written notice, which will be effective immediately.

NACHA may amend the Rules at any time, and we may amend this Addendum or make changes to Services as necessary to comply with the Rules. If we make those changes, we will provide you with a copy of the amended Addendum or a description of the Services changes, which in either case will be effective when we make it available to you.

Signed By: _____