



**ATTACHMENT TO
APPENDIX II – ACH ORIGINATION SERVICES AND
APPENDIX XVIII – ACH THIRD PARTY SENDER SERVICES**

ACH CREDIT PRE-FUNDING / DELAYED DEBIT SETTLEMENT

Customer: INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

Effective Date of Attachment:

Date of ACH Origination Appendix:

This Attachment supplements either (a) Appendix II - Automated Clearing House Origination Services or (b) Appendix XVIII – Automated Clearing House Third Party Sender Services, which has been entered into by the parties (hereinafter, the “Appendix”), and applies to all Automated Clearing House Services made available by Bank to Customer. All capitalized terms used herein without definition shall have the meanings given to them in the Appendix.

By signing this Attachment, Customer agrees to be bound by the terms and conditions of this Attachment. This Attachment becomes effective when this Attachment has been executed without modification by Customer. Bank will provide use of features described in this Attachment when Customer has satisfactorily completed Bank’s implementation, testing and training requirements, if any, in connection with the use of these features. Customer may not modify any portion of this Attachment without Bank’s prior written consent and agreement, and any attempt by Customer to do otherwise shall render Customer’s Attachment null and void.

Notwithstanding anything to the contrary contained in the applicable Appendix, the following terms and conditions shall apply to the applicable Appendix:

TERMS AND CONDITIONS

1. Settlement of Credit Entries (applicable if box checked).

1.1 Bank requires, as a condition of initiating any ACH credit Entry, that Customer irrevocably provides available funds in the Settlement Account for the total amount of all ACH credit Entries submitted to Bank for processing, in accordance with the selection below (hereinafter, Customer’s “Funding Obligation”):

1.2 Customer shall satisfy its Funding Obligation by irrevocably providing available funds in the Settlement Account for the total amount of all credit Entries submitted to Bank prior to Customer’s submission of the credit Entries. Bank will place a hold on funds in the Settlement Account equal to the total amount of the ACH credit Entries on the Business Day that Bank begins processing Customer’s ACH file, and Customer’s Settlement Account will be debited at the end of the Business Day, simultaneously with removal of the hold on funds in the Settlement Account.

1.3 Customer may satisfy its Funding Obligation by maintaining a sufficient balance of available funds in the Settlement Account. Customer authorizes Bank to deduct from Customer’s Settlement Account the amount necessary to satisfy Customer’s Funding Obligation.

1.4 Bank is under no obligation to contact Customer if insufficient funds exist in Customer’s Settlement Account. However, if contacted, Customer agrees to immediately deposit collected funds into the Settlement Account in the form of a cash deposit, wire transfer, intra-bank fund transfer or loan advance to cover the Funding Obligation. Should Bank elect to release a file against insufficient collected funds, it is under no obligation to release subsequent files for which insufficient collected funds may exist.

1.5 If Customer fails or refuses to satisfy its Funding Obligation, Bank may, at its sole discretion, refuse to process credit Entries submitted by Customer to Bank. If such credit Entries are not processed, Bank will request authorization from

Customer to delete the ACH file. Customer may only re-initiate the Entries if Customer first satisfies the Funding Obligation by providing available funds in the Settlement Account.

2. Settlement of Debit Entries (applicable if box is checked).

2.1 Customer agrees to the settlement of debit Entries in accordance with the following terms.

2.2 Bank reserves the right to delay crediting Customer's Settlement Account with available funds up to two (2) Business Days after the Settlement Date of the debit Entry.

2.3 In the event a debit Entry is rejected or returned by an RDFI in accordance with the *NACHA Rules* and after Bank has permitted Customer to withdraw immediately available funds in the amount thereof, Customer will, immediately upon Bank's demand, reimburse Bank with available funds in the amount thereof.

2.4 Customer acknowledges and agrees that:

(a) in accordance with the *NACHA Rules*, consumer debit Entries, such as PPD and PPD+, may be returned up to sixty (60) Calendar Days after Settlement Date, or such longer period as may be provided by the federal Electronic Funds Transfer Act, as implemented by Consumer Financial Protection Bureau Regulation E; and

(b) other Entries, such as International ACH Transactions (IAT), may exceed the sixty (60) day return window defined by the U.S. ACH system, the *NACHA Rules*, and the laws and payment system rules of the receiving country.

3. Effectiveness. Customer agrees to all of the terms and conditions of this Attachment. The liability of Bank under this Attachment shall in all cases be subject to the provisions of the Cash Management Master Agreement and the Appendix, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Attachment replaces and supersedes all prior agreements on file with respect to the terms described herein and shall remain in full force and effect until termination or such time as a different or amended Attachment is provided or accepted in writing by Bank or the Cash Management Master Agreement or Appendix is terminated.

IN WITNESS WHEREOF, Customer has duly caused this Attachment to be executed by an Authorized Representative.

Indian River County Board of County Commissioners
(Customer)

1800 27th Street
Vero Beach, FL 32960
(Address)

By: _____
(Signature of Authorized Representative)

Print Name: _____

Title: _____