
**Alloya's Automated Clearing House
ACH Receipt Contingency Processing Product Operating Agreement**

Authorization. The Master Membership Agreement ("MMA") and Master Membership Contract ("MMC") between Member and Alloya are incorporated herein by reference and represent additional terms that are part of this Product Operating Agreement ("POA").

- I. **Scope of Service.** Alloya will provide Automated Clearing House (ACH) Receipt Contingency Processing Services (Services) to Member as described herein.
1. **ACH Contingency Processing.** In the event that Member's electronic connection to/from the Federal Reserve Bank (FRB) is unavailable, Member elects to appoint Alloya as its Contingency Provider Sending and/or Receiving Point with FRB.
- (A) Member is the Receiving Depository Financial Institution (RDFI) and Alloya or its Agent is the Contingency Provider Receiving Point and/or Third-Party Service Provider with respect to all receipt Entries.
- (B) Member is the Originating Depository Financial Institution (ODFI) and the Originator, Alloya or its Agent is the Contingency Provider Sending Point and/or Third-Party Service Provider with respect to all return item Entries.
- II. **ACH Contingency Processing.** The following defines the responsibilities of each party for the Services.
1. **Responsibilities of Alloya.** Alloya shall receive Member's ACH file from the ACH Operator and forward to Member. Alloya may also receive files containing return origination Entries from Member and transmit to the ACH Operator.
- (A) Files will be exchanged between Alloya and Member via a secured file delivery channel or encrypted email.
- (B) Alloya daily processing has first priority.
- (C) In the event that there is a regional or national disaster, Alloya will make every effort to accommodate multiple member requests for this service and will handle requests on a first come, first served basis. Availability is not guaranteed and is contingent on Alloya's operational status related to any regional or national disaster. Alloya may shift processing to a back-up site on its own recognition.
- (D) Alloya is not responsible for the timeliness, authorization, or validity of any file.
2. **Responsibilities of Member.** Member shall send and/or receive ACH files to/from Alloya.
- (A) Member will contact Alloya to initiate Services.
- (B) Member shall provide Alloya with reasonable advance notice of its intent to utilize the Services.
- (C) Alloya and Member will enter into a tri-party agreement with FRB designating Alloya as a Contingency Provider Sending and/or Receiving Point. Activating this agreement with FRB is the responsibility of Member.
- (D) Member is responsible for establishing and maintaining an Internet connection to communicate with Alloya via FTP or email.

(E) Member is responsible for ensuring files are formatted according to the NACHA ACH record format specifications.

- III. **Extended Services.** If Member needs contingency processing for more than five (5) business days, Alloya will provide Services, in its sole discretion, based on Alloya's available resources and there is no guarantee of Services availability. If Alloya cannot continue to provide Services after five (5) days, it will so notify member within twenty-four (24) hours of such determination.
- IV. **Testing.** Member may request to test these services initially and on a recurring basis as needed. All testing must be scheduled in advance at a mutually agreed time.