

**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. ~~Member may choose to use any of the Services listed below.~~
 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, ~~and~~ Alloya or its Agent is the Contingency Provider Sending Point and/or ~~Third-Party~~ Third-Party Service Provider with respect to all ~~return item~~ origination Entries.
 - ~~2. **Buddy Bank.** In the event that Member's electronic connection to/from FRB is unavailable, Member may access and use Alloya's FRB terminal to send and/or receive ACH files to/from FRB.~~
- 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 ~~ACH forward and~~ 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. **Buddy Bank.** The following define the responsibilities of each party for Buddy Bank processing.~~

~~1. **Responsibilities of Alloya.** Alloya will allow Member to directly access Alloya's FRB terminal to send and/or receive ACH files.~~

- ~~(A) Service shall be provided by Alloya in Albany, NY, Naperville, IL, or Southfield, MI. Access is available during Alloya's normal business operations or at a mutually agreed upon time.~~
- ~~(B) Alloya shall follow the FRB requirements contained in FRB Operating Circular No. 5 regarding electronic connection.~~
- ~~(C) Alloya daily processing has first priority.~~
- ~~(D) 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 recognizance.~~

~~2. **Responsibilities of Member.** Member will use Alloya's FRB terminal to communicate directly with FRB to send and/or receive ACH files.~~

- ~~(A) Member will contact Alloya to initiate Services.~~
- ~~(B) Member shall provide Alloya with reasonable advance notice of its intent to utilize Services.~~
- ~~(C) Member will use its own FRB tokens and credentials when accessing Alloya's FRB terminals.~~
- ~~(D) Member is responsible for transferring its files to and from FRB and to and from its own file storage device.~~

~~IV.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.~~

~~V.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.~~