

Real-Time Settlement Product Operating Agreement (POA)

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 agrees to act as a Settlement Agent in accordance with the Rules of each Real-Time Network, which may be revised from time to time.

- II. **Definitions.**
 1. **Real-Time Network:** The Federal Reserve FedNow® Service (FedNow Service) and The Clearing House RTP® (RTP)
 2. **Settlement Agent:** Correspondent for FedNow and/or Funding Provider for RTP
 3. **Participation Level:** Receive Only, or Send and Receive
 4. **Rules:** RTP System Operating Rules, Federal Reserve Operating Circulars, FedNow Operating Procedures

- III. **Responsibilities of Member.** Member is responsible for:
 1. Complying with the FedNow Service and RTP Rules as applicable.
 2. Designating Alloya as its Settlement Agent by completing the required FedNow Service and/or RTP forms for each network in which Member participates.
 3. Informing Alloya before adding real-time payment sending points where transactions are not being enabled through Alloya.
 4. All interactions, activities, and outcomes related to Member’s designated vendor(s) including Alloya which are enabling the real-time payment transactions, including but not limited to:
 - a. Setting risk-based transaction limits within systems used to send real-time payments;
 - b. Ensuring appropriate user authentication and security controls are in place for system used by Member and Member’s members to send real-time payments;
 - c. Periodically risk assessing each member that is given access to send real-time payments.
 5. When Participation Level includes sending real-time payments:
 - a. Maintaining a separate real-time payment settlement share account at Alloya for each network on which payments are being sent.
 - b. Maintaining a prefunded balance in each real-time settlement share account(s) for which payments are being sent:
 - i. The prefunded amount is set by Alloya and requirements are based on Member’s activity.
 - ii. The prefunded amount requirement may be adjusted by Alloya.
 - c. Adjusting the pre-funding amount as requested by Alloya per the Operating Manual.
 6. Reconciling Member’s settlement activity with Member’s real-time payment transaction activity on a daily basis and promptly reporting any discrepancies to Alloya upon discovery.

- IV. **Responsibilities of Alloya.** Alloya is responsible for:
 1. Complying with the FedNow Service and RTP Rules as applicable.
 2. Monitoring Member’s account position in the Network-designated accounts at the Federal Reserve and

ensuring that funds are available 24x365 for settlement of real time payments.

3. Promptly settling funds to Member's Alloya transaction account for each cycle date as per the Operating Manual.
 4. Notifying Member of initial and modified pre-funding amount requirements.
 5. Providing access to the necessary online system(s) for reporting and settlement details.
 6. Interactions with Alloya's third-party service providers on support and other topics related to this product.
 7. Promptly responding to Member's support needs and questions regarding this product.
- V. Termination Fees.** Member shall pay Alloya termination fees as described on Alloya's Pricing Schedule if Member terminates service. Termination fees are limited to amounts Alloya's vendor(s) charge Alloya for termination of the service, plus reasonable internal processing costs, plus any other expenses Alloya incurred on the Member's behalf to acquire or offer the service that Alloya cannot recover. Termination fees do not include future Alloya revenue or its opportunity costs.