

XML-ACH PARTICIPANT AGREEMENT

This XML-ACH Participant Agreement (“Agreement”) is entered into by and between the National Automated Clearing House Association (“NACHA”), with its principal place of business at 13450 Sunrise Valley Drive, Suite 100, Herndon, VA 20171, and the XML Participant identified below. This Agreement is effective as of the date executed by NACHA as indicated in the signature space below, and shall remain in effect until terminated as provided in the Opt-In Rules for Incorporating XML Messaging in ACH Addenda Records, as amended from time-to-time (the “XML-ACH Rules”). All capitalized terms not defined herein shall have the meaning set forth in the XML-ACH Rules.

XML Participant Information:

Name: _____

Contact Information: _____
(name of contact person)

(address line 1)

(address line 2)

(address line 3)

(phone number)

(e-mail address)

XML Participant will serve as (select one):

- An ODFI and RDFI for XML Entries
- An XML Service Provider

WHEREAS, XML Participant desires to participate in XML-ACH, and NACHA desires to permit XML Participant to participate in XML-ACH, on the terms and conditions set forth in the XML-ACH Rules and in this Agreement;

NOW, THEREFORE, in consideration of their mutual promises and obligations under this Agreement and the XML-ACH Rules, NACHA and XML Participant agree as follows:

1. XML Participant (a) agrees and acknowledges that its participation in XML-ACH is governed by the XML-ACH Rules as amended by NACHA from time-to-time, and (b) agrees to be bound by, and comply with the XML-ACH Rules and NACHA Rules, each as amended by NACHA from time-to-time, with respect to XML Entries.

2. Without limiting the generality of Section 1, XML Participant specifically agrees to be bound by and comply with the provisions of the XML-ACH Rules regarding dispute resolution, indemnification, limitation of liability, and termination of XML Participant's participation in XML-ACH.

3. All notices relating to this Agreement or XML-ACH must be in writing and will be deemed given upon hand delivery or upon receipt if sent by an overnight courier delivery service of general commercial use and acceptance (including, without limitation, DHL, FedEx or UPS) or first class mail. Notices to XML Participant shall be transmitted to the address identified in the XML Participant Information section above. Notices to NACHA shall be transmitted to George Throckmorton, Managing Director, NACHA..

4. This Agreement will be governed and construed in accordance with the laws of the State of Delaware without reference to choice of law rules. Any legal action, including an original complaint or third party claim, by or in the right of any party to this Agreement or any action arising under or in any way related to this Agreement will be brought and maintained exclusively in a state or federal court of competent subject matter jurisdiction in the State of Delaware. XML Participant irrevocably and unconditionally submits to the personal jurisdiction and venue (and waives any defense related to personal jurisdiction, process or venue) of such courts for the purpose of any such action or claim. The non-prevailing party in any appeal to enforce this Agreement shall pay all costs, including reasonable attorneys' fees, incurred by the prevailing party in connection with such appeal.

5. This Agreement is the complete and exclusive agreement between XML Participant and NACHA with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both XML Participant and NACHA.

6. XML Participant and the person executing this XML Participant Agreement on behalf of XML Participant each represents and warrants that such person has authority to bind XML Participant to this Vault Participation Agreement and to the XML-ACH Rules and Technical Requirements.

IN WITNESS WHEREOF, XML Participant and NACHA each has executed this Agreement as of the Effective Date listed below:

XML Participant

By: _____
Name: _____
Title: _____

NACHA

By: _____
Name: _____
Title: _____
Effective Date: _____