



## POSITIVE PAY AGREEMENT

This Positive Pay Agreement (the "Agreement") governs the use of the Harmony Bank Positive Pay Service (the "Service"). The words *you* and *your* refer to either and all of the persons subscribing to or using the Service. The words *we*, *us*, and *our* refer to Harmony Bank. By accepting this Agreement and using Positive Pay, you agree to all the terms, conditions, and notices contained in this agreement and accept responsibility for your use of the service. Other agreements you have entered into with us, including the Terms and Conditions of Your Account and the Online Banking Agreement, as applicable to your account(s) with Harmony Bank, are incorporated by reference and made a part of this Agreement.

- In order to participate in Positive Pay, you must be enrolled in Harmony Bank Online Banking, have at least one Harmony Bank account, and you must be an authorized signer on the Harmony Bank account(s) (the "Account") you have listed on the Positive Pay Enrollment Form. If there is any change of ownership or signing authority on any of the account(s), you must notify us immediately. By accepting this agreement, you grant authority for other applicants/authorized signers listed on the form to have full access and privileges to the account(s) to which this agreement applies.
- YOU AGREE TO WAIVE AND RELEASE ANY CLAIMS AGAINST HARMONY BANK ARISING IN ANY WAY OR THAT MAY BE RELATED TO POSITIVE PAY, EXCEPT FOR THOSE CLAIMS RESULTING SOLELY FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE BANK. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS DUE TO THE USE OF THIS ACCOUNT BY ANY APPLICANT/AUTHORIZED SIGNER. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS AND INDEMNIFY AND HOLD HARMONY BANK HARMLESS FOR ANY UNAUTHORIZED USE OR LOSS.
- Harmony Bank currently offers Positive Pay Service to our business customers at no additional charge. The Bank reserves the right to charge fees for the Service in the future.
- You have the right to terminate Positive Pay at any time, upon delivery of written notice to Harmony Bank. Harmony Bank has the right to terminate its obligation to provide Positive Pay to you upon ten days prior written notice.
- The Positive Pay file must be uploaded to the Bank by 6:00 P.M., via the Harmony Bank Online Banking system, before the checks begin clearing the Bank. Your Positive Pay file is verified against checks being presented to Harmony Bank for payment. Any item presented to Harmony Bank for payment that does not match the Positive Pay file will be an Exception. You will review your Exceptions daily, via the Harmony Bank Online Banking system and will make the decision to pay or not pay the Exception Items before the Positive Pay Exception Cut-Off Time, (currently 3:00 P.M.) Any Exception Items not marked for decision by the Cut-Off Time will be paid and charged to the account. Occasionally, a Harmony Bank representative may contact you by phone for instruction on a Positive Pay Exception presented at one of our locations. In the event that Harmony Bank is unable to reach you for instruction on a Positive Pay Exception item presented at one of our locations, Harmony Bank may refuse payment of the item. You may designate authorized contact persons other than account signers to make decisions on whether to pay or not pay an Exception Item.

I wish to begin using Positive Pay for the account(s) listed on the Positive Pay Enrollment Form. I agree to abide by the rules set forth above, now in effect or as they may be changed from time to time. I have full signing authority on the account(s) listed on the Positive Pay Enrollment Form and, by submitting the form, give authority for other authorized signers and any authorized contact persons listed on the form to make decisions to pay or not to pay any Positive Pay Exceptions.

This authority is to remain in full force and effect until Harmony Bank has received written notification from me of its termination in such time and manner as to allow Harmony Bank a reasonable opportunity to act upon it. I understand that I am in full control of my account and that if at any time I decide to discontinue the service, I will provide written notification to Harmony Bank. My use of the Positive Pay service signifies that I have read and accepted all the terms and conditions of this Positive Pay Agreement.



## NuPoint® Positive Pay Payee Matching Guidelines

### How it works

Payee Matching complements the Positive Pay service by providing a match between the name provided in the issued check file and the name that appears on the payee line when the check is presented for payment. If the name from the check image does not match up exactly with the name from the issued check file, an exception “Payee Name Mismatch” will be generated.

Checks that fail other Positive Pay criteria will not be routed to the Payee Matching service. For example, if an item produces an exception such as “Paid Not Issued”, “Stale Check”, “Duplicate Check Number”, etc., it will not be passed to the Payee Matching service. The Positive Pay user is expected to manually verify the payee name as they review the item.

Neither your bank, nor CSI, has control of image quality from the originating bank and as a result, this may contribute to exception items.

Below are some best practices to help ensure the highest level of readability performance of the Payee Matching service. Please follow these guidelines:

### Check printing guidelines

- Check background must be light in color and plain (no pictures or lines) to ensure payee name field can be easily viewed.
- Watermark/pantograph features are not acceptable in the Pay To the Order Of or Payee Name/Address area of the checks. When checks are image- captured, these features may “bleed” through the document causing background interference in reading the payee name.
- The best “read rates” results occur with a minimum 12-point font in Times New Roman, Courier New, Arial, or Verdana font styles. Fixed-space fonts will achieve the highest read rates. Checks should be printed with an ink jet or laser printer (600 dpi or higher). Dot matrix or impact-printed and handwritten checks are not compatible. Fonts less than 10 points or greater than 16 points are not acceptable.
- Payee information reads best in black ink and upper-case text. It should not be boldfaced, italicized, cursive or contain underlines. Lower-case text will typically provide unsatisfactory read rates.
- The location of the payee name is determined by the anchor phrase “Pay to the order of.” This phrase can be stacked vertically to the left or in a horizontal line above the payee name as defined in the ANSI check standards. It should be left-aligned and not be italicized, bolded or underlined. If the phrase is stacked vertically to the left of the Payee, then the phrase must start on the same line as the payee name.

- The location of payee information should be consistent by account number. The payee name(s) must start on the first line of the payee address block. An address line must always follow the payee line(s). There should be no blank spaces or lines between the payee and the address. A clear space should be above the payee. Identifiers such as invoice, vendor, reference codes should not be included in the payee address block.

### **Printing and Placement**

- Letters must have enough space between them so that they are not touching each other.
- Additional lines of data below the payee name should be spaced such that the characters do not touch the payee name.
- The number of spaces between words should not be more than 2 spaces.
- Do not add characters and names close to the valid payee name information; any special codes or characters included on the same line as payee name should be at least two inches away.
- Special codes, characters or bar codes should not be in the proximity of the PAY TO THE ORDER OF, PAYEE NAME/ADDRESS field.
- Payee names should not be located in the top one inch of the check.
- The following variations of “PAY TO THE ORDER OF” are acceptable:  
PAY TO THE ORDER, PAY TO, PAY, TO THE ORDER OF
- The words “PAY TO THE ORDER OF” must be printed in a machine readable style vs. script and should be to the left of the payee name.
- A minimal amount of space, 2-8 characters, must be left between “PAY TO THE ORDER OF” and payee name.
- The payee name must be located not more than 15 characters (one inch) from the last word of the PAY TO THE ORDER OF variation.

### **Issue File Requirements**

- Words or symbols used in conjunction with payee name (e.g. MR., MRS., MISS, or, &, AND) must be included on the issue file.
- Payee name in the issue file must exactly match the name printed on the check in layout, format, letters and punctuation. Variations between the check name as presented and the name that appears in the issue file will be reported as a payee name mismatch for review. (e.g., “John Doe” does not match “Doe, John”).
- The entire payee name, (all text preceding the address line), that appears on the check must be provided in the issue file.

Customer:  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Harmony Bank:  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_