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# Administrative Updates to Agreements

March  
2020

# NOTICE OF CHANGES – ADMINISTRATIVE UPDATES TO OUR AGREEMENTS

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(Effective when agreements are made available to you)

Due to changes in terms with our partners and other documentation improvements, we updated our Treasury Services Agreement with you. The following is a broad overview of those changes. Changes to the Treasury Services Agreement are listed below.

## TREASURY SERVICES AGREEMENT

### General Changes to the Agreement

- The hyperlinked Table of Contents reflects new sections and exhibits.
- *Exhibit 4 – Supplemental ACH Third-Party Sender Agreement* was added.

### Section 1 – General Terms

- *Section 1.17 – Confidentiality* was amended to include a reference to our Privacy Notice (<https://www.fnbo.com/privacy/>). Your use of the Services constitutes your acceptance of and consent to the Privacy Notice.

### Section 5 – Electronic Transaction Services

- *Section 5.1(r) – Third Party Processing* was added in its entirety. If the ACH services under Section 5 are to be used by a Third Party Sender, this new section establishes that the supplemental Third Party Sender Agreement applies. That Third Party Sender Agreement is now attached as Exhibit 4 to the Treasury Services Agreement. For purposes of complying with NACHA registration requirements, Section 5.1(r) also requires you to notify us if you are or believe you would be recognized as a Third Party Sender.
- *Section 5.1(s) – NOC Manager* was added in its entirety. NOC Manager corrects repeat incorrect entries based on information stored from a previously received notification of change (NOC) and this service is automatically employed if you enroll in ACH Services. You remain responsible for your obligations and warranties to us while NOC Manager is in use and agree to pay a fee for each entry corrected by NOC Manager.
- *Section 5.3(b) – Access and Notification* was amended to clarify that you may receive ACH Positive Pay notifications either via email or SMS.
- *Section 5.6 – Mastercard RPPS* was amended to conform with changes to the Mastercard RPPS flow through terms and to incorporate clean up changes throughout.
  - *Section 5.6(b) – Operating Regulations* clarifies that you will only use the Mastercard RPPS to transmit payments wholly within the United States.
  - *Section 5.6(e)(viii) – Disclaimer; Limitation of Liability* is updated to clarify Mastercard's representations and warranties to you and the limitations on Mastercard's and Bank's liability to you as a participant in the Mastercard RPPS.

- *Section 5.6(e)(ix) – Indemnity* is amended to clarify your duty to indemnify us and Mastercard for participation in the Mastercard RPPS.
- *Section 5.6(e)(x) – Relationship of Parties* is amended to clarify your responsibility for actions or inactions by third parties with respect to Mastercard RPPS and the RPPS Documentation.
- *Section 5.6(e)(xii) – Correction Information* is amended to clarify your obligation for sending correction advices to us and for resolving, rejecting or returning errors prior to sending future End User Payments to us.