ACH CUSTOMER AGREEMENT

THIS AGREEMENT, dated as of November 17, 2004 is made between University of West Florida Board of Trustees ("Customer") and Bank of Pensacola ("Bank"), and said parties hereby agree as follows.

RECITALS

A. Customer wishes to initiate Credit and Debit Entries for processing through the network of the Automated Clearing House Network ("ACH") pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association, as such may be amended from time to time (the "Rules"), and Bank is willing to act as an Originating Depository Financial Institution with respect to such Entries.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank prepares Entries.

AGREEMENT

1. Transmittal of Entries By Customer. Customer shall transmit Credit Entries and Debit Entries (solely of the types specified in Schedule G hereto attached) to Bank’s processing agent as designated by Synovus Financial Corp., ACH Operations Department, 1100 Fifth Avenue, Columbus, GA. 31901. Such transmission shall be in compliance with the formatting and other requirements of the National Automated Clearing House Association ("NACHA") set forth in Schedule A attached hereto. The total dollar amount of Credit Entries transmitted by Customer to Bank on any one day shall not exceed $3,500,000.00, and the total dollar amount of Debit Entries transmitted by Customer to Bank on any one day shall not exceed $3,500,000.00.
2. **Security Procedure.** Customer and Bank shall comply with the security procedure requirements described in Schedule B attached hereto with respect to Entries transmitted by Customer to Bank.

3. **Processing, Transmittal and Settlement by Bank.**
   
   (a) Except as provided in Sections 4 and 5, Bank shall (i) process Entries received from Customer to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to a Federal Reserve Bank, acting as an Automated Clearing House Operator (the "ACH Operator"), and (iii) settle for such Entries as provided in the Rules.

   (b) Bank shall transmit such Entries to the ACH Operator by the deadline of the ACH Operator at least one business day prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Bank's related cut-off time set forth in Schedule C on a business day, (ii) the Effective Entry Date is at least one business day after such business day, and (iii) the ACH Operator is open for business on such business day. For purposes of this Agreement, (x) a "business day" is a day on which Bank is open to the public for carrying on substantially all of its business other than a Saturday or Sunday, and (y) Entries shall be deemed received by Bank, in the case of transmittal by tape, when received by Bank's agent as provided in Section 1 above, and in the case of electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is complete and concluded.

   (c) If any of the requirements of clause (i), (ii), or (iii) of Section 3(b) is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified in Schedule C which is a business day and a day on which the ACH Operator is open for business.

4. **On-Us Entries.** Except as provided in Section 5, in the case of an Entry received for credit or debit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit or debit
the Receiver’s account in the amount of such Entry on the Effective Entry Date contained in such
Entry, provided the requirements set forth in clauses (i) and (ii) of Section 3(b) are met. If either of
those requirements is not met, Bank shall use reasonable efforts to credit the Receiver’s account in
the amount of such Entry on the next business day following such Effective Entry Date.

5. **Rejection of Entries.** Bank shall reject any Entry which does not comply with the
requirements of Section 1 or 2. Bank shall have the right to reject an On-Us Entry for any reason
for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if
Customer has failed to comply with any prefunding requirement imposed under Section 9 or with its
account balance obligations under Section 10. Bank shall notify Customer by telephone or
electronic transmission of such rejection no later than the business day such Entry would otherwise
have been transmitted by Bank to the ACH Operator or, in the case of an On-Us entry, its Effective
Entry Date. Bank shall have no liability to Customer by reason of the rejection of any such Entry or
the fact that such notice is not given at an earlier time than that provided for herein.

6. **Customer’s Obligations Regarding Prenotification Transactions.**

(a) Under Section 2.3 of the Rules, Customer, at its option, may send a
prenotification prior to the initiation of the first entry to a Receiver or a Receiver’s account within
with an RDFI, and Customer acknowledges that it is responsible for Entries which are misrouted to
incorrect accounts as a result of Customer having chosen not to send a prenotification.

(b) Customer acknowledges that if a prenotification is returned by the ACH
Operator, then the RDFI has never received the prenotification and Customer must make necessary
corrections prior to transmitting any additional Entries. If an RDFI returns a prenotification, then
Customer shall not initiate any Entries to the particular Receiver’s account without making
corrections necessitated by the Return Entry, and if the prenotification results in the receipt by
Bank of a Notification of Change (“NOC”), Customer shall initiate no additional entries to the
account of the particular Receiver until the requested changes contained in the NOC have been made by Customer.

7. **Cancellation Or Amendment By Customer.** Customer shall have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account, provided such request complies with the security procedures set forth in Schedule B for cancellation of Data, but Bank shall have no liability if such cancellation is not effected.

8. **Notice Of Returned Entries.** Bank shall notify Customer by electronic transmission of the receipt of a returned entry from the ACH Operator no later than one business day after the business date of such receipt. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 1, Bank shall have no obligation to retransmit a returned Entry with respect to the original Entry.

9. **Payment.** Customer shall pay Bank the amount of each Entry transmitted by Bank pursuant to this Agreement at such time on the Settlement Date with respect to such Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as Bank, in its discretion, may determine; Provided, however, that Bank may require Customer to prefund any Entry by paying the full amount thereof to Bank at the time such Entry is requested or initiated by Customer if Bank, in its discretion reasonably exercised in light of existing circumstances, shall deem it risky or imprudent to await payment on any later date.

10. **The Account.**

(a) Bank may, without prior notice of demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Customer identified in Schedule D attached hereto (the "Account"), and shall credit the Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously
received payment from Customer. Such credit shall be made as of the day of such receipt by
Bank.

(b) Customer shall at all times maintain a balance of available funds in the Account
sufficient to cover its payment obligations under this Agreement.

(c) In the event there are not sufficient available funds in the Account to cover
Customer's obligations under this Agreement, Customer agrees that Bank may debit any other
account maintained by Customer with Bank or any affiliate of Bank or that Bank may exercise its
right of set off against any amount it owes to Customer, in order to obtain payment of Customer's
obligations under this Agreement.

(d) Customer acknowledges that Bank has the right to establish criteria concerning
Entries initiated by Customer and to monitor compliance with such criteria, to include matters such
as permissible return rates, and Customer agrees that should Bank's criteria not be met, Bank is
authorized to freeze the assets in Customer's Account until such time as such criteria are met, and
in such event, Bank also shall have the right to cease further processing of Entries initiated by
Customer until such criteria are met and Customer is fully in compliance with the provisions of this
Agreement, the Rules and applicable law.

11. **Account Reconciliation.** Entries transmitted by Bank or credited or debited to a
Receiver's account maintained with Bank will be reflected on Customer's periodic statement issued
by Bank with respect to the Account pursuant to the pertinent deposit agreement between Bank
and Customer. Customer agrees to notify Bank promptly of any discrepancy between Customer's
records and the information shown on any such periodic statement. If Customer fails to notify
Bank of any such discrepancy within thirty (30) days of receipt of a periodic statement containing
such information, Customer agrees that Bank shall not be liable for any other losses resulting from
Customer's failure to give such notice or any loss of interest with respect to an Entry shown on
such periodic statement. If Customer fails to notify bank of any such discrepancy within thirty (30)
days of receipt of such periodic statement, Customer shall be precluded from asserting such discrepancy against Bank.

12. **Customer Representations and Agreements; Indemnity.**

   (a) Customer represents to Bank and agrees that (i) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (ii) such authorization is operative at the time of transmittal, crediting or debiting by Bank as provided herein, (iii) Entries transmitted to Bank by Customer are limited to the types of Credit Entries and Debit Entries set forth in Schedule G, (iv) Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (v) Customer shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

   (b) Customer shall indemnify Bank against be responsible for any loss, or liability or expense (including attorneys’ fees and expenses) resulting from or arising out of any breach of any representations or agreements of Customer set forth in this Agreement or resulting from or arising out of any failure by Customer to comply fully with the Rules and all applicable law and regulations.

   (c) Customer acknowledges and agrees that its existing and ongoing creditworthiness is an essential prerequisite to Bank’s acceptance and processing of Entries initiated by Customer hereunder. To enable Bank to determine and monitor such creditworthiness, Customer shall furnish Bank with financial statements which at all times will reflect Customer’s three most recent fiscal years. Unless waived by Bank or heretofore furnished by Customer, such statements
for the three fiscal years ending next prior to the date hereof shall be furnished for Bank's consideration before any Entry is initiated by Customer hereunder. Statements for each subsequent fiscal year ending after the date hereof shall be furnished to Bank within 90 days after the close of such fiscal year. Statements for each fiscal year shall fairly present in all material respects the financial condition of Customer at the close of such fiscal year in conformity with generally accepted accounting principles, and, if required by Bank, shall be prepared by independent certified public accountants acceptable to Bank. Also, Customer shall promptly furnish any and all other reports and information from time to time reasonably requested by Bank with respect to Customer's financial condition and operations.

(d) Customer agrees that in the event any fine, penalty or other liability (collectively “Fines”) shall be imposed or assessed by NACHA against Bank as a result of the violation of any of the Rules, should such violation result from any action or inaction on the party of Customer or any violation by Customer of any provision of this Agreement or of any provision of the Rules, then, unless otherwise prohibited by the Rules, Customer shall immediately upon notification by Bank reimburse Bank for the full amount of all such Fines. And should Customer fail immediately to reimburse Bank for the full amount of such Fines, Bank, in its sole discretion, shall have the right to debit Customer’s Account or any other account maintained by Customer with Bank or any affiliate of Bank for the full amount of all such fines.

13. **Liability of Bank; Limitations On Bank's Liability; Indemnity by Customer Responsibility.**

(a) Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Bank or transmission or
communications facility, any Receiver or RDFI (including without limitation the return of an Entry by
such Receiver or RDFI), and with the exception of Synovus Financial Corp., no such person shall be
deemed to be Bank's agent. Customer agrees to indemnify Bank and hold Bank harmless from and
against any (Customer is responsible for any) loss, liability or expense (including attorney's fees
and expenses) imposed upon, threatened against or suffered by Bank resulting from or arising out
of any claim or court or administrative action by any person or entity contending that Bank is
responsible for any act or omission of Customer (or any other person described in this Section
13(a)) (Customer is only responsible for its own actions) or that Bank has breached any warranties
or representations made by (or deemed to be made by) Bank under the Rules or otherwise in any
situation in which any warranty or representation is made by Customer to Bank hereunder or under
the Rules or otherwise which Bank is relying upon, in whole or in part, in processing any Entry or
Entries initiated by or on behalf of Customer. By way of example only, and without in any way
limiting the generality of the foregoing indemnification, Customer agrees that should a Receiver or
an RDFI question the authorization of any Entry initiated by Customer, should Customer fail or
refuse to provide to Bank originals or copies of authorizations required to be maintained by
Customer under the Rules within five (5) business days after request therefore by Bank, then Bank
shall be fully authorized to credit the amount in question to such RDFI or Receiver and Customer
shall immediately reimburse Bank for the full amount thereof, or, in the sole discretion of Bank,
Bank may debit the Account of Customer or any other account of Customer with Bank or any
affiliate of Bank for such amount, only after give notice of such debiting to Customer in advance.
not later than three (3) business days after the date on which Customer's Account is debited.

(b) In no event shall Bank be liable for any consequential, special, punitive or
indirect loss or damage which Customer may incur or suffer in connection with this Agreement,
including without limitation, loss or damage from subsequent wrongful dishonor resulting from
Bank's acts or omissions pursuant to this Agreement.
(c) Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, Bank's liability (if any) for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Atlanta for the period involved. At Bank's option, payment of such interest may be made by crediting the Account.

14. **Compliance With Security Procedure.**

(a) If an Entry (or a request for cancellation of an Entry) received by Bank purports to have been transmitted and authorized by Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the security procedure referred to in Schedule B with respect to such entry. If signature comparison is to be used as a part of that security procedure, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request for cancellation of an Entry) received with the signature of an authorized representative of Customer (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such authorized representative.
(b) If an Entry (or request for cancellation of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the security procedure referred to in Schedule B with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

15. **Inconsistency Of Name and Account Number.** Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, credit or debit of the Entry transmitted by Bank to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

16. **Notification Of Changes; Responsibility of Customer Regarding Refused Notifications of Changes.** Bank shall notify Customer of all NOCs received by Bank related to Entries transmitted by Customer by mail or electronic transmission no later than one business day after receipt thereof by Bank. If Customer desires to refuse an NOC, then Customer must provide to Bank the reason for the refusal of the NOC, along with the applicable Reason Code as specified in the Rules in order for Bank to notify the RDFI that the NOC has been refused. Customer agrees to familiarize itself with all the provisions of the Rules regarding Refused NOCs and to comply fully therewith.

17. **Payment for Services.** Customer shall pay Bank the charges for the services provided for herein set forth in Schedule E attached hereto. Such charges do not include any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, the payment of all of said taxes (if applicable) being the sole responsibility of Customer. In addition, such charges do not include the fees or charges provided for under the deposit or other agreement(s) between Bank and Customer with respect to the Account (the "Account Agreement").
[18. Amendments. Provided Customer is given adequate notice and the opportunity to
approve of the changes, from time to time Bank may amend any of the terms and conditions
contained in this Agreement, including without limitation, any cut-off time, any business day, and
any part of Schedules A through E attached hereto. Such amendments shall become effective
upon receipt of notice of approval of such change by Customer, or such later date as may be stated
in Bank's notice to Customer and agreed to by Customer. (Customer requires notice & approval of
such changes in advance.)


(a) Except as otherwise expressly provided herein, Bank shall not be required to
act upon any notice or instruction received from Customer or any other person, or to provide any
notice or advice to Customer or any other person with respect to any matter.

(b) In all dealings and involvements with Entries from origination through final
settlement (including but not limited to the initiation, transmittal and processing of Entries,
notifications of rejected or returned Entries, requests for cancellation of Entries, notification of
changes, and notification of debiting or crediting the Account), Bank and Customer shall each be
entitled to rely on any notice, instruction or other communication believed by it in good faith to be
genuine and to come from an Authorized Representative (i) in writing signed by such Authorized
Representative, or (ii) by telephone, electronic or facsimile transmission. The names, titles,
telephone numbers, email addresses and signatures of Customer's Authorized Representatives are
set forth in Schedule F attached hereto. Either party may add or delete any Authorized
Representative by written notice to the other party signed by at least one Authorized
Representative of the notifying party, other than that being added or deleted. Such notice
regarding addition or deletion of an Authorized Representative shall be effective on the second
business day following the day of receipt thereof.

(c) In all other matters, and except as otherwise expressly provided herein, any
written notice or other written communication required or permitted to be given under this
Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Bank, addressed to:

Bank of Pensacola
P.O. Box 12966
Pensacola, FL 32591-2966
Attn: Cash Management Sales

and, if to Customer, addressed to:

University of West Florida
11000 University Blvd.
Pensacola FL 32514
Attn: Lisa Griswold / Controller’s Office

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

20. Books and Records; Data Retention.

(a) General: Customer shall maintain books of account and records, in accordance with standard accounting practices and procedures, of all transactions pertaining to its obligations under this Agreement for a period not less than the period legally required for the retention of such records, and after such time until Bank shall be offered a reasonable opportunity to copy such records prior to the destruction thereof. Bank may, at its own expense and upon reasonable prior notice to Customer, have full access to and the right to inspect and copy the books and records of Customer pertaining to its obligations under this Agreement and all transactions initiated by Customer under the terms of this Agreement. Without limiting the generality of the foregoing, Customer acknowledges that under the Rules, Customer is required to retain either the original or a microfilm or microfilm-equivalent copy of each authorization of a Receiver for not less than two (2) years after the termination or revocation of the authorization. In the case of TEL Entries, Customer acknowledges that Customer must retain the original or a microfilm or microfilm-equivalent copy of the written notice given by Customer to the consumer confirming the consumer’s oral authorization or an original or a duplicate copy of the tape recording of the oral authorization from the consumer.
to Customer for not less than two (2) years from the date of the authorization. Upon request by Bank, Customer agrees to provide such originals or copies of authorizations within five (5) business days after such request to Bank for Bank’s own use or for Bank to provide to the RDFI which has requested such originals or copies from Bank.

(b) Data Retention to Permit Remaking of Entries: Customer shall retain data on file adequate to permit remaking of Entries for fifteen business days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request.

21. Special Provisions Governing Internet-Initiated Entries. The following additional provisions, supplemental to the remaining portion of this Agreement, shall apply with regard to debit Entries to consumer accounts initiated by Customer pursuant to authorization obtained from the consumer by Customer via the Internet. These Entries are identified by the Standard Entry Class Code “WEB.”

(a) Customer agrees to comply with all of the Rules pertaining to WEB Entries. Customer warrants and represents that no WEB Entries shall be initiated by Customer without prior authorization thereof by the consumer/Receiver.

(b) Customer warrants and represents that each transaction involving a WEB Entry will be handled in a commercially reasonable manner, including the utilization by Customer of commercially reasonable fraudulent transaction detection systems, security technology to establish a secure Internet session and procedures to verify the validity of the RDFI’s routing number. Such system utilized by Customer shall be of a quality technologically equal to or exceeding the systems utilized by similarly situated Originators conducting similar types of transactions. In connection therewith, Customer shall authenticate the consumer/Receiver, deploy a secured Internet session using an encryption which is commercially reasonable and conduct a security audit to insure that the consumer’s/Receiver’s data is stored in a secured manner.

(c) Customer shall fully comply with all of the Rules pertaining to audits of the security of Customer’s website, to include an annual (or more frequent) audit to insure that the financial information of a consumer/Receiver is protected by security practices insuring adequate levels of physical security, personnel and access controls to protect against unauthorized access.
and use, and network security to insure secure capture, storage and distribution of financial information. With regard to said audits, Customer, at a minimum, shall audit the components of website security as outlined in the Rules and the section of the NACHA Guide regarding the implementation of the Rules and Operating Guidelines. Customer shall provide to Bank a written verification of Customer’s annual security audit detailing the procedures utilized by Customer. Bank may decline to transmit any WEB Entries for Customer should Customer fail to conduct such annual security audit or fail to provide verification thereof acceptable to Bank or should Customer otherwise fail to comply with any provision hereof regarding the transmitting of WEB Entries.

(d) Exposure Limit for Customer: With regard to the WEB Entries initiated by Customer on any given day, Customer shall have an aggregate exposure limit of $ N/A for all such WEB Entries initiated on such day. Said daily exposure limit for WEB Entries shall be subject to periodic review and modification by Bank, any such modification to be effective upon receipt of notice thereof by Customer from Bank or at such later date as Bank may specify in any such notice to Customer.

22. **Special Provisions Governing Telephone Initiated Entries.** The following additional provisions, supplemental to the remaining portion of this Agreement, shall apply with regard to single debit Entries to consumer accounts initiated by Customer pursuant to an authorization obtained from the consumer by Customer orally via the telephone. These Entries are identified by the Standard Entry Class Code “TEL.”

(a) Customer agrees to comply with all of the Rules pertaining to TEL Entries. Customer warrants and represents that no TEL Entries shall be initiated by Customer without prior authorization thereof by the consumer/Receiver.

(b) Customer acknowledges and agrees that: (i) under the Rules, a TEL Entry is a single debit entry authorized by the consumer orally via telephone for the payment of goods or services; (ii) Customer may not utilize the TEL Code to transmit credit entries to the consumer’s account, with the exception of reversals; (iii) a TEL Entry may only be transmitted either when there is an existing relationship between Customer and the consumer/Receiver or when there is not such an existing relationship, in circumstances in which the consumer has initiated the telephone...
call to Customer. Under the Rules, an existing relationship between Customer and the consumer exists only when there is a written existing agreement in effect between Customer and consumer for the provision of goods or services by Customer to the consumer or when the consumer has purchased either goods or services from Customer within the two-year period immediately preceding a TEL Entry. Customer acknowledges that if there is no existing relationship between Customer and the consumer, if Customer initiates a telephone call to the consumer, a TEL Entry may not be used. Customer also acknowledges that if Customer intends to provide written notice to the consumer confirming the oral authorization, then during the telephone call with the consumer, Customer must disclose to the consumer the method by which such written notice will be provided, which method cannot utilize an email communication. Furthermore, an oral authorization as envisioned by the Rules does not include key-entry responses by the consumer to input data or to respond to questions. Customer further acknowledges and agrees that since TEL Entries are single entry debits, Customer must obtain a separate oral authorization from the consumer for each debit entry made to that consumer’s account.

(c) Customer further acknowledges and agrees that under the Rules, during the telephone call during which the authorization of the consumer is received by Customer, at a minimum, the following specific information must be disclosed to the consumer: (i) the date on or after which the debit will be made to the consumer’s account; (ii) the amount of the debit entry to the consumer’s account; (iii) the consumer’s name; (iv) a telephone number which the consumer may call to make inquiries during normal business hours; (v) the date of the oral authorization given by the consumer; and (vi) a statement by Customer that the oral authorization obtained from the consumer/Receiver is for a single ACH debit Entry to the consumer’s account. Customer further acknowledges and agrees that Customer is required under the Rules either to (i) tape record the oral authorization by the consumer, or (ii) provide the consumer with a written notice confirming the oral authorization, said notice to be provided prior to the Settlement Date of the debit entry. Customer agrees not to initiate any TEL Entries under this Agreement unless Customer has fully complied with the above and foregoing requirements and all other provisions of the Rule applicable to TEL Entries.
(d) Customer warrants and represents that in connection with TEL Entries initiated by Customer, Customer shall utilize commercially-reasonable procedures to verify the consumer's name, address, telephone number and identity, as well as commercially-reasonable procedures to verify that routing numbers are valid. Customer shall provide to Bank a written description of the procedures so utilized by Customer.

(e) Exposure Limit for Customer: With regard to the TEL Entries initiated by Customer on any given day, Customer shall have an aggregate exposure limit of $ N/A for all such TEL Entries initiated on such day. Said daily exposure limit for TEL Entries shall be subject to periodic review and modification by Bank, any such modification to be effective upon receipt of notice thereof by Customer from Bank or at such later date as Bank may specify in any such notice to Customer.

23. **Termination.** Customer may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Bank's receipt of written notice of such termination or such later date as may be specified in that notice. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Customer. Any termination of this Agreement shall not affect any of Customer's obligations arising prior to such termination and such termination shall not affect any liability of Customer of any nature whatsoever arising from or relating in any respect to any Entry initiated by Customer prior to such termination or to any transaction or event which occurred prior to such termination.

24. **Compliance with Rules and Regulations of the Office of Foreign Assets Control.** Customer acknowledges and that the ACH is subject to the statutory provisions pertaining to, and the rules and regulations issued by, the Office of Foreign Assets Control ("OFAC"), such statutory provisions, rules and regulations being collectively hereinafter referred to as the "OFAC Rules." Customer acknowledges that it has access to the OFAC Rules and will comply with all provisions thereof. In that regard, Customer warrants and represents that neither Customer nor any Receiver from whom authorization has been obtained by Customer to initiate an Entry is on the list issued by OFAC known as the Specifically Designated Nationals and Blocked Persons List ("SDN List"). The United States Department of Treasury ("DOT") periodically updates the SDN List. Said updates may be obtained by accessing the DOT website at [www.treasury.gov/ofac](http://www.treasury.gov/ofac). It is the sole responsibility of Customer to obtain the most recent updates to the SDN List and to assure that any Receiver from whom authorization has been
obtained by Customer to initiate an Entry is not on the SDN List. As between Customer and Bank, notwithstanding any other provision of this Agreement to the contrary, Customer shall be fully liable for all violations by Customer of the OFAC Rules, and, without limiting the generality of the foregoing, Customer shall immediately reimburse Bank for the amount of any liability of any nature whatsoever imposed upon Bank by OFAC or under the OFAC Rules resulting from either Customer or any Receiver authorizing Customer to initiate an Entry being on the SDN List.

25. **Entire Agreement.** This Agreement (including the Schedules attached hereto), together with the Account Agreement and such, if any, Business OnLine Access Agreement between Customer and Bank, constitutes the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment.

26. **Non-Assignment.** Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent, which may be withheld by Bank in its sole and unlimited discretion.

27. **Binding Agreement; Benefits.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement is not for the benefit of any other person other than the parties hereto, and no person shall have any right against Bank or Customer hereunder.

28. **Headings.** Headings are used for referenced purposes only and shall not be deemed a part of this Agreement.
29. **Governing Law.** This Agreement shall be construed in accordance with and governed by the Rules and the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this ACH Customer Agreement to be executed by their duly authorized officers or representatives.

CUSTOMER: University of West Florida Board of Trustees

By: ___________________________

Name: Jerri M. Falken 11/23/04

Title: Provost

BANK: Bank of Pensacola

By: ___________________________

Name: __________________________

Title: __________________________

[Stamp: APPROVED AS TO FORM AND LEGALITY]

[Signature: UWF Attorney]
Pages A-2 through A-6 contains the NACHA file layout required.

It is understood that the file layout requirements set forth below on pages A-2 through A-6 are subject to changes and amendments that might be made from time to time by NACHA, and that such changes and amendments will be binding upon Bank and Customer if and when made. Bank shall promptly notify Customer of any such changes or amendments.
<table>
<thead>
<tr>
<th>Field Number</th>
<th>Field Name</th>
<th>Incl. Req'ment</th>
<th>Contents</th>
<th>Length</th>
<th>Position</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Record Type</td>
<td>M</td>
<td>&quot;1&quot;</td>
<td>1</td>
<td>01-01</td>
<td>&quot;1&quot; for Header</td>
</tr>
<tr>
<td>2</td>
<td>Priority Code</td>
<td>R</td>
<td>&quot;01&quot;</td>
<td>2</td>
<td>02-03</td>
<td>Reserved for future use - Use &quot;01&quot; for now</td>
</tr>
<tr>
<td>3</td>
<td>Immediate Destination</td>
<td>M</td>
<td>bTTTTAAAAC</td>
<td>10</td>
<td>04-13</td>
<td>ABA Number of the ACH receiving point for which the file is destined &quot;061100606&quot; (position 4 should be left blank)</td>
</tr>
<tr>
<td>4</td>
<td>Immediate Origin</td>
<td>M</td>
<td>bTTTTAAAAC</td>
<td>10</td>
<td>14-23</td>
<td>This can be left blank</td>
</tr>
<tr>
<td>5</td>
<td>File Creation Date</td>
<td>M</td>
<td>YYMMDD</td>
<td>6</td>
<td>24-29</td>
<td>The date the file is created and/or transmitted to Synovus</td>
</tr>
<tr>
<td>6</td>
<td>File Creation Time</td>
<td>O</td>
<td>HHMM</td>
<td>4</td>
<td>30-33</td>
<td>Expressed as &quot;HHMM&quot; 24 hour clock format - Optional</td>
</tr>
<tr>
<td>7</td>
<td>File ID Modifier</td>
<td>M</td>
<td>Uppercase A-Z Numeric 0-9</td>
<td>1</td>
<td>34-34</td>
<td>Digit to differentiate between files with the same creation date. Only upper case A-Z and numeric 0-9 permitted.</td>
</tr>
<tr>
<td>8</td>
<td>Record Size</td>
<td>M</td>
<td>&quot;094&quot;</td>
<td>3</td>
<td>35-37</td>
<td>&quot;094&quot; should be the record length</td>
</tr>
<tr>
<td>9</td>
<td>Blocking Factor</td>
<td>M</td>
<td>&quot;10&quot;</td>
<td>2</td>
<td>38-39</td>
<td>Defines the number of physical blocks in the file including both the file header and file control records. Must be 10.</td>
</tr>
<tr>
<td>10</td>
<td>Format Code</td>
<td>M</td>
<td>N</td>
<td>1</td>
<td>40-40</td>
<td>Currently define as &quot;1&quot;, this field identifies a code to allow for future format variations.</td>
</tr>
<tr>
<td>11</td>
<td>Immediate Destination Name</td>
<td>O</td>
<td>A</td>
<td>23</td>
<td>41-63</td>
<td>The name of the ACH sending point for which the file is destined. - Blank</td>
</tr>
<tr>
<td>12</td>
<td>Immediate Origin Name</td>
<td>O</td>
<td>A</td>
<td>23</td>
<td>64-86</td>
<td>The name of the ACH sending point that originates the file. - Blank</td>
</tr>
<tr>
<td>13</td>
<td>Reference Code</td>
<td>O</td>
<td>A</td>
<td>8</td>
<td>87-94</td>
<td>Reserved field</td>
</tr>
</tbody>
</table>
### BATCH HEADER RECORD

<table>
<thead>
<tr>
<th>Field Number</th>
<th>Field Name</th>
<th>Incl. Req'ment</th>
<th>Contents</th>
<th>Length</th>
<th>Position</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Record Type</td>
<td>M</td>
<td>&quot;5&quot;</td>
<td>1</td>
<td>01-01</td>
<td>&quot;5&quot; for Batch Header</td>
</tr>
<tr>
<td>2</td>
<td>Service Class Code</td>
<td>M</td>
<td>&quot;XXX&quot;</td>
<td>3</td>
<td>02-04</td>
<td>&quot;200&quot; = mixed debits &amp; credits, &quot;220&quot; = credits only, &quot;225&quot; = debits only</td>
</tr>
<tr>
<td>3</td>
<td>Company Name</td>
<td>M</td>
<td>A</td>
<td>16</td>
<td>05-20</td>
<td>Name of Company</td>
</tr>
<tr>
<td>4</td>
<td>Company Discretionary Data</td>
<td>O</td>
<td>A</td>
<td>19</td>
<td>21-40</td>
<td>Optional Reference</td>
</tr>
<tr>
<td>5</td>
<td>Company Identification</td>
<td>M</td>
<td>A</td>
<td>10</td>
<td>41-50</td>
<td>Tax ID Number with a leading &quot;1&quot;</td>
</tr>
<tr>
<td>6</td>
<td>Standard Entry Class Code</td>
<td>M</td>
<td>A</td>
<td>3</td>
<td>51-53</td>
<td>Authorized ACH Type Code</td>
</tr>
<tr>
<td>7</td>
<td>Company Entry Description</td>
<td>M</td>
<td>A</td>
<td>10</td>
<td>54-63</td>
<td>This is the description that will appear on the customer's statement.</td>
</tr>
<tr>
<td>8</td>
<td>Company Descriptive Date</td>
<td>O</td>
<td>A</td>
<td>6</td>
<td>64-69</td>
<td>Optional Date - Originating company's discretion</td>
</tr>
<tr>
<td>9</td>
<td>Effective Entry Date</td>
<td>R</td>
<td>YYMMDD</td>
<td>6</td>
<td>70-75</td>
<td>Date of intended settlement, YYMMDD format</td>
</tr>
<tr>
<td>10</td>
<td>Settlement Date</td>
<td>Inserted by ACH Operator</td>
<td>N</td>
<td>3</td>
<td>76-78</td>
<td>Used by ACH Operator (Should be blank)</td>
</tr>
<tr>
<td>11</td>
<td>Originators Status Code</td>
<td>M</td>
<td>&quot;1&quot;</td>
<td>1</td>
<td>79-79</td>
<td>&quot;1&quot;</td>
</tr>
<tr>
<td>12</td>
<td>Originating DFI ID</td>
<td>M</td>
<td>TTTTAAAA</td>
<td>8</td>
<td>80-87</td>
<td>The Originating DFI's ABA number without the check digit (Should be &quot;061100606&quot;)</td>
</tr>
<tr>
<td>13</td>
<td>Batch Number</td>
<td>M</td>
<td>N</td>
<td>7</td>
<td>88-94</td>
<td>Sequential number assigned to each batch within a file</td>
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</table>

### ENTRY DETAIL RECORD Field Number

<table>
<thead>
<tr>
<th>Field Name</th>
<th>Incl. Req'ment</th>
<th>Contents</th>
<th>Length</th>
<th>Position</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>M</td>
<td>&quot;6&quot;</td>
<td>1</td>
<td>01-01</td>
<td>&quot;6&quot; for Entry Detail Record</td>
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<tr>
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<td>Transaction Code</td>
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<td>&quot;XX&quot;</td>
<td>2</td>
<td>02-03</td>
</tr>
<tr>
<td>---</td>
<td>------------------</td>
<td>---</td>
<td>------</td>
<td>----</td>
<td>-------</td>
</tr>
<tr>
<td>3</td>
<td>Receiving DFI Identification</td>
<td>M</td>
<td>TTTAAAAA</td>
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<td>04-11</td>
</tr>
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<td>4</td>
<td>Check Digit</td>
<td>M</td>
<td>N</td>
<td>1</td>
<td>12-12</td>
</tr>
<tr>
<td>5</td>
<td>DFI Account Number</td>
<td>R</td>
<td>A</td>
<td>17</td>
<td>13-29</td>
</tr>
<tr>
<td>6</td>
<td>Amount</td>
<td>M</td>
<td>$$$$$$$cc</td>
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<td>30-39</td>
</tr>
<tr>
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<td>Individual Identification Number</td>
<td>O</td>
<td>N</td>
<td>15</td>
<td>40-54</td>
</tr>
<tr>
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<td>Individual Name</td>
<td>R</td>
<td>A</td>
<td>22</td>
<td>55-76</td>
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<td>Discretionary Data</td>
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<td>A</td>
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<td>77-78</td>
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<tr>
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<td>Addenda Record Indicator</td>
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<td>79-79</td>
</tr>
<tr>
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<td>Trace Number</td>
<td>M</td>
<td>N</td>
<td>15</td>
<td>80-94</td>
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<tr>
<td>Field Number</td>
<td>Field Name</td>
<td>Incl. Req'ment</td>
<td>Contents</td>
<td>Length</td>
<td>Position</td>
</tr>
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<tr>
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<td>Record Type Code</td>
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<td>1</td>
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<td>Service Class Code</td>
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</tr>
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<td>Entry/Addenda Count</td>
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<td>Entry Hash</td>
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<td></td>
</tr>
<tr>
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<td>Total Debit Entry, $ Amount</td>
<td>M</td>
<td>$$$$$$$$cc</td>
<td>12</td>
<td>21-32</td>
</tr>
<tr>
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<td>Total Credit Entry, $ Amount</td>
<td>M</td>
<td>$$$$$$$$cc</td>
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<td>R</td>
<td>A</td>
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</tr>
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<td>Reserved</td>
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<td>74-79</td>
</tr>
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<td>M</td>
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<td>Batch Number</td>
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<td>7</td>
<td>88-94</td>
</tr>
<tr>
<td>Field Number</td>
<td>Field Name</td>
<td>Incl. Req'ment</td>
<td>Contents</td>
<td>Length</td>
<td>Position</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------</td>
<td>----------------</td>
<td>--------------</td>
<td>--------</td>
<td>----------</td>
</tr>
<tr>
<td>1</td>
<td>Record Type Code</td>
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<td>&quot;9&quot;</td>
<td>1</td>
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</tr>
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<td>Batch Count</td>
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<td>N</td>
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</tr>
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<td>4</td>
<td>Entry/Addenda Count</td>
<td>M</td>
<td>N</td>
<td>8</td>
<td>14-21</td>
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<td>Entry Hash</td>
<td>M</td>
<td>N</td>
<td>10</td>
<td>22-31</td>
</tr>
<tr>
<td>6</td>
<td>Total Debit $ Entry Amount</td>
<td>M</td>
<td>$$$$$$$$$$$cc</td>
<td>12</td>
<td>32-43</td>
</tr>
<tr>
<td>7</td>
<td>Total Credit $ Entry Amount</td>
<td>M</td>
<td>$$$$$$$$$$$cc</td>
<td>12</td>
<td>44-55</td>
</tr>
<tr>
<td>8</td>
<td>Reserved</td>
<td>N/A</td>
<td></td>
<td>39</td>
<td>56-94</td>
</tr>
</tbody>
</table>
Data Security requirements are described as follows:

1. Customer's transmitted data on tape shall be data encrypted.

2. Customer's transmission procedures shall include password access or dial back authentication.

2. Customer is responsible for establishing and maintaining internal procedures to safeguard against unauthorized transmissions of Entries to Bank. Customer represents to Bank that no individual will be permitted to initiate any Entries in the absence of appropriate supervision and safeguards, and Customer shall protect and maintain the confidentiality of all passwords, codes and security devices utilized in connection with the transmission of Entries to Bank by Customer. Should Customer believe or suspect a breach of security of any nature regarding the transmission of such Entries to Bank, Customer shall immediately notify Bank by telephone or electronically and shall follow such notification with written confirmation of the details thereof. Any such unauthorized access shall not affect any transfers made by Bank prior to receipt of such notification from Customer and within a reasonable period of time thereafter. Customer specifically acknowledges that security procedures are for the verification of authenticity and are not designed to detect errors in transmissions or in the content of any Entry transmitted by Customer to Bank.

3. Other security procedures may be as mutually agreed by Customer and Bank from time to time in writing.
1. With the exceptions specified below in paragraphs 3 and 4, the Bank's cut-off time for receiving ACH debit and credit entries from the Customer is 4:00 PM EST, on any business day.

2. The Effective Entry Date is defined as the date that the Customer anticipates the entries to settle against the Receivers account. Bank must receive ACH debit and credit entries from Customer for all ACH types (both debits and credits) one (1) business day prior to the Effective Date except for the ACH types listed in items 3 & 4 below.

3. The Bank's cut-off time for receiving CCB or PPB debit or credit entries from the Customer is 4:00 PM EST, on the Effective Entry Date.

4. The Bank’s cut-off time for receiving Direct Deposit debit or credit entries from the Customer is 4:00 PM EST, two business days prior to the Effective Entry Date.
The following deposit account(s) currently maintained by Customer with Bank:

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll Disbursement</td>
<td>839388</td>
</tr>
<tr>
<td>AP Disbursement</td>
<td>839361</td>
</tr>
</tbody>
</table>
The Customer agrees to pay the Bank fees for services as follows:

Implementation Fee: N/C
(Fee will be debited from account number

** Business OnLine Access Monthly Fee $ per Bid Contract

** Business OnLine Access Additional Account Fee $ 0.00

** Per File Transmission $ 3.00

** Per Item in File Transmission $ .03

** Per Return Item from Transmission $ 5.00

** The service charges indicated above shall be included in the service charge account analysis on each Customer’s business checking accounts.
SCHEDULE F
BANK'S AND CUSTOMER'S
AUTHORIZED REPRESENTATIVES

**Bank's:** Initially, and until Customer is otherwise notified in writing, Bank's Authorized Representatives shall include each of the following officers of Synovus Financial Corp. (Bank's current processing agent):

Jennifer Brock  
Vice President  
Cash Management Operations  
Synovus Financial Corp.  
Telephone (706) 649-5848

Kristy Dixon  
ACH Specialist  
Cash Management Operations  
Synovus Financial Corp.  
(706) 644-7599

Misty Palmer  
ACH Specialist  
Cash Management Operations  
Synovus FinancialCorp.  
Telephone (706) 641-3631

**Customer's:** Initially, and until Bank is otherwise notified in writing, Customer's Authorized Representatives shall include each of the following:

Signature:  
Printed Name: William Pollard  
Title: Asst. Controller  
Telephone: (850) 474-3051  
Facsimile: (850) 474-3274  
Email: wpollard@uwf.edu

Signature:  
Printed Name: Sandra Harris  
Title: Accounting Coordinator  
Telephone: (850) 474-3044  
Facsimile: (850) 474-3053  
Email: sharris@uwf.edu

Signature:  
Printed Name: Lisa Griswold  
Title: Accounting Coordinator  
Telephone: (850) 474-2292  
Facsimile: (850) 474-3053  
Email: lgriswold@uwf.edu

Signature:  
Printed Name: Caryn McGlinchey  
Title: Accounting Coordinator  
Telephone: (850) 474-2288  
Facsimile: (850) 474-3053  
Email: cmcglinchey@uwf.edu
SCHEDULE G

Select the applicable ACH payment types:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ CBR</td>
<td>Cross Border (Corporate Payments).</td>
</tr>
<tr>
<td>☐ CCB</td>
<td>Cash Concentration, On-Us only.</td>
</tr>
<tr>
<td>☐ CCD</td>
<td>Cash Concentration, used by corporations to concentrate funds between accounts.</td>
</tr>
<tr>
<td>☐ CCO</td>
<td>Cash Concentration with Detail Offset Transactions.</td>
</tr>
<tr>
<td>☐ CCP</td>
<td>Cash Concentration with Plus Addenda generally used for Tax Payments.</td>
</tr>
<tr>
<td>☐ CIE</td>
<td>Customer Initiated Entry.</td>
</tr>
<tr>
<td>☐ CTP</td>
<td>Corporate Trade Payment (non X12) used to pay a trading partner for goods, services rendered, etc.</td>
</tr>
<tr>
<td>☐ CTX</td>
<td>Corporate Trade Exchange (X12) used to pay a trading partner for goods, services rendered, etc.</td>
</tr>
<tr>
<td>☐ PBR</td>
<td>Cross Border (Consumer Payments).</td>
</tr>
<tr>
<td>☐ PPB</td>
<td>Prearranged Payment and Deposits, On-Us only.</td>
</tr>
<tr>
<td>☑ PPD</td>
<td>Prearranged Payment and Deposits, used for Payroll, Dues, Payments, etc.</td>
</tr>
<tr>
<td>☐ PPO</td>
<td>Prearranged Payment and Deposits, with Detail Offsets.</td>
</tr>
<tr>
<td>☐ PPP</td>
<td>Prearranged Payment and Deposits, with Plus Addenda.</td>
</tr>
<tr>
<td>☐ RCK</td>
<td>Re-presented Check Entry.</td>
</tr>
<tr>
<td>☐ TEL</td>
<td>Telephone Initiated Entry.</td>
</tr>
<tr>
<td>☐ TAX</td>
<td>CCD Tax Payment, used only in Add-on Tax Payment module.</td>
</tr>
<tr>
<td>☐ WEB</td>
<td>Internet-Initiated Entry.</td>
</tr>
</tbody>
</table>