

**ALABAMA AUTOMATED CLEARING HOUSE ASSOCIATION**

**Member Agreement**

In consideration of the undersigned Financial Institution or Company (the "Member"), being admitted as a member of The Alabama Automated Clearing House Association ("ALACHA"), and intending to act as a member of ALACHA, the undersigned hereby agrees:

- (i) To comply with and be subject to the Rules and Guidelines of the National Automated Clearing House Association, all federal and state laws and regulations applicable to the Members use of the Automated Clearing House Network and, if applicable, the ALACHA Operating Rules (collectively, the "Rules");
- (ii) To comply with and be subject to the By-Laws of ALACHA, as they shall from time to time be in effect;
- (iii) To defend, indemnify and hold harmless ALACHA, the Federal Reserve Bank, any ACH Operator and each participating member of ALACHA from all claims, demands, losses or expenses resulting from any failure on the part of Member to comply with the Rules or to act in accordance with commercially reasonable standards recognized in connection with the use of the Automated Clearing House network; and
- (iv) To defend, indemnify and hold harmless ALACHA, the Federal Reserve Bank, and any ACH Operator (including attorney's fees and the expense of litigation) from all claims, demands, losses or expenses resulting from Member's use of the Automated Clearing House network arising during the period that Member is a participating member of ALACHA, except Member shall have no liability for any claim, demand, loss or expense arising out of a failure by ALACHA, the Federal Reserve Bank, or an ACH Operator to comply with the Rules or to act in accordance with commercially reasonable standards recognized in connection with the use of the Automated Clearing House network.

Executed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Member

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_