



Amendment to Non-Member Correspondent Services Agreement (1LINKSM SERVICES)

This Amendment to the Non-Member Correspondent Services Agreement is dated as of _____, 2____ (the "Amendment"), between _____, having its principal place of business at _____ ("Institution") and Federal Home Loan Bank of New York, having a place of business at 101 Park Avenue, New York, New York, 10178 ("Bank").

WHEREAS, Institution and Bank have previously entered into that certain Non-member Correspondent Services Agreement, as amended from time to time, governing the provision of correspondent services by the Bank ("Agreement"); and

WHEREAS, Bank and Institution desire to amend the Agreement to provide, among other things, for the use by Institution of certain electronic services referred to herein as the "1Link System" (described below) to be made available by Bank pursuant to the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual understandings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Institution hereby agree to amend the Agreement as follows:

1. Except as otherwise expressly set forth in this Amendment, capitalized terms used herein shall have the meanings set forth in the Agreement.

2. ARTICLE 1 ("DEFINITIONS") of the Agreement is hereby amended as follows:

a. SECTION 1.01 ("Correspondent Services") is hereby amended to read as follows:

SECTION 1.01 **Correspondent Services.** Correspondent Services means the services offered from time to time by Bank to Institution that may include, but are not limited to, Settlement Services, Item Processing Services, and 1Link System Services.

b. A new SECTION 1.06 is hereby added as follows:

SECTION 1.06 **1Link System.** 1Link System means the current version of a remote site account access system offered by Bank to its qualifying Institutions from time to time, as determined by Bank in Bank's sole and absolute discretion.

c. A new SECTION 1.07 is hereby added as follows:

SECTION 1.07 **1Link System Procedures.** 1Link System Procedures means the procedures included in the Bank's Correspondent Services Manual, as the same may be amended from time to time by Bank, which collectively shall: (i) govern all aspects of Institution's use of the 1Link System; (ii) establish Institution's and Bank's respective obligations and undertakings in connection with the 1Link System; and (iii) limit Bank's liability in connection with Institution's use of the 1Link System.

d. A new SECTION 1.08 is hereby added as follows:

SECTION 1.08 **1Link System Services.** 1Link System Services means the services offered by Bank, from time to time, to qualifying Institutions relating to

the 1Link System, as more fully set forth in the 1Link System Procedures. These include, but are not limited to, book transfers, wire transfers, advances and safekeeping.

- e. Existing SECTION 1.06 ("Item") is hereby renumbered as SECTION 1.09, and existing SECTION 1.07 ("Item Processing Services") is hereby renumbered as SECTION 1.10.
- f. A new SECTION 1.11 is hereby added as follows:

SECTION 1.11 **Security Access Tools.** Security Access Tools means the security, authorization and/or access devices, codes and/or tools required for authorized Employees (as defined in the Correspondent Services Manual) of Institution to access the 1Link System; such devices or tools may include (but are not necessarily limited to) Institution identification codes, Institution passwords, Employee identification codes, Employee passwords, digital certificates, and security tokens, all as more fully set forth in the Correspondent Services Manual.

- g. Existing SECTION 1.08 ("Settlement Services") is hereby renumbered as SECTION 1.12.

3. ARTICLE VI of the Agreement is hereby amended as follows:

- a. SECTION 6.01 ("Standard of Care") is hereby amended by (i) adding a comma and the following text to the end of the third (3rd) paragraph thereof after the word "defect": "and including the failure to review reports of 1Link System transactions and notify Bank promptly of erroneous or unauthorized transactions;" (ii) deleting the word "or" at the end of the fifth (5th) paragraph thereof; (iii) deleting the period at the end of Section 6.01, and inserting a semi-colon and the word "or" in place thereof; and (iv) adding the following text:

Where unauthorized, negligent or fraudulent use of the 1Link System contributed to the loss or cost, provided that access to the 1Link System was achieved using Security Access Tools.

4. Except as hereby amended, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Institution and Bank have caused this Amendment to be signed in their respective names by their respective duly authorized officers as of the date first above-mentioned.

FEDERAL HOME LOAN BANK OF NEW YORK

(Institution Name)

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

By: _____

Print Name: _____

Title: _____