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## GREENWELL FINANCIAL ACH ORIGATION SERVICE ADDENDUM

THIS ACH ORIGATION SERVICE ADDENDUM (hereinafter, this "Addendum") is made by and between SkyOne Federal Credit Union dba Greenwell Financial ("Greenwell Financial") and the undersigned corporation, partnership, limited liability company, sole proprietorship, non-profit association or organization, or other commercial entity or government or other public entity (the "Member") and is incorporated by reference into the parties' Master Treasury Management Services Agreement (the "MTMSA"). By selecting the ACH Origination Services on the Enrollment Form, the Member agrees to the terms of this Addendum, and this Addendum thereby becomes a part of the MTMSA. This Addendum applies to all ACH and funds transfer services made available by Greenwell Financial to Member Addendum(hereinafter the "Service"). The Service may be used in conjunction with the Online Banking System Addendum (or "Online Banking Service"), and this Addendum shall be construed consistently with the terms of the MTMSA, as applicable. Unless otherwise defined herein, the terms used in this Addendum shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code and, to the extent applicable, the Electronic Fund Transfer Act (EFTA) and its implementing regulations. This Addendum shall be effective when the MTMSA is signed by both parties. Member agrees to the following terms and conditions:

**ACH Transactions:** Member wishes to initiate credit and/or debit Entries (each a "Transaction") through Greenwell Financial to accounts maintained at Greenwell Financial and in other depository financial institutions by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Addendum and the rules of the National Automated Clearing House Association ("NACHA") and Greenwell Financial's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "Rules") with respect to such Entries. This Addendum sets forth the terms and conditions pursuant to which Greenwell Financial will provide to Member the Services. Member hereby requests Greenwell Financial to provide the Service described in this Addendum. By executing this Addendum and/or using the Services described in this Addendum, Member accepts and agrees to all terms, conditions, and provisions of this Addendum and agrees that this Addendum sets forth the terms and conditions pursuant to which Greenwell Financial will provide to Member the Service outlined herein. Terms not otherwise defined in this Addendum shall have the meaning ascribed to those terms in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Member hereunder from which Greenwell Financial initiates each Entry.

**Member Responsibility:** Member agrees to be solely responsible for the use ACH transmission platforms, including the responsibility to safeguard the Member's confidential access capability and complying with user documentation, procedures, and other instructions regarding Transactions. Greenwell Financial is entitled to rely on any instructions, notices, and other information received from Member, electronically, in writing, or orally, that Greenwell Financial reasonably and in good faith believes to be genuine. Member shall be liable to Greenwell Financial for and shall indemnify and hold Greenwell Financial harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities, and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by Member or any other person acting in Member's behalf, including without limitation: (a) a breach by Member of any provision of this Addendum; (b) Greenwell Financial's crediting of the account of any person as requested by Member; and (c) the failure to act or the delay by any financial institution other than Greenwell Financial.

**Member Representations and Warranties; Indemnity:** With respect to each Transaction, Member represents to Greenwell Financial and agrees that (a) each person involved in the Transaction has authorized the Transaction and the debiting of Member's account in the amount and on the date shown on such Transaction, (b) such authorization is operative at the time of transmittal or crediting by Greenwell Financial as provided herein, (c) Transactions transmitted to Greenwell Financial by Member are limited to those Transactions authorized by the Member, (d) Member shall perform its obligations under this Addendum in accordance with all applicable laws and regulations, including the sanction laws administered by OFAC, (e) Member shall maintain a copy of each prior written authorization of the persons whose accounts are affected by such Transactions for a period of two years following its termination, and to provide Greenwell Financial with a copy within five business days upon request, and (f) Member shall be bound by and comply with all laws, statutes, regulations, rules, orders, etc., as in effect from time to time, including without limitation rules governing provisional payment of a Transaction until receipt of final settlement for such Transaction. If settlement for a Transaction is not received, the receiving depository financial institution shall be entitled to a refund from the receiver of the amount credited, and Member shall not be deemed to have paid the receiver the amount of the Transaction. Member agrees Greenwell Financial may debit Member's Authorized Accounts to effectuate any refund, reimbursement, or other amounts due. Member shall indemnify Greenwell Financial against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements, including unauthorized actions initiated or caused by Member or

agents, Greenwell Financial's actions in reasonable reliance upon instructions, notices, information and data Member provides to Greenwell Financial (including without limitation Greenwell Financial's crediting the amount of any Transaction to the account of any person).

**Greenwell Financial Responsibilities and Liability:** Greenwell Financial shall be responsible only for performing the services expressly authorized in this Addendum, and ACH Transaction instructions provided by Greenwell Financial. Greenwell Financial shall be entitled to rely solely on the information, representations, and warranties provided by Member pursuant to this Addendum and shall not be responsible for the accuracy or completeness thereof. Greenwell Financial shall not be responsible for Member's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Transaction received from Member) or those of any other person, including without limitation any financial institution, automated clearing house or transmission or communications facility, funds transfer system, funds transfer processor, any receiver or receiving depository financial institution. GREENWELL FINANCIAL SHALL BE LIABLE ONLY FOR MEMBER'S ACTUAL DAMAGES AND IN NO EVENT WILL GREENWELL FINANCIAL BE LIABLE TO MEMBER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT LOSS OR CONSEQUENTIAL DAMAGES, AND ANY LOSS OR DAMAGE FROM A SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM GREENWELL FINANCIAL'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. Without limiting the generality of the foregoing, Greenwell Financial will not be liable to Member for any damages, injury or losses caused by or arising by reason of (1) inaccuracy of instructions, notices, or other information that Member provides to Greenwell Financial, (2) unauthorized actions initiated or caused by Member or agents, (3) acts, omissions, delay or failure to perform of third persons or vendors, or (4) for any other loss or damage under this Addendum or otherwise, except as solely caused by Greenwell Financial's gross negligence or willful misconduct. Greenwell Financial will not be liable or deemed to be in default for any delays, failures, or interruptions in processing Transactions resulting, directly or indirectly, from acts of God, war, strikes, labor disputes, riots, civil disorders, mechanical, telecommunication or electrical breakdown, legal constraints, or other causes beyond Greenwell Financial's reasonable control.

**Authorized Accounts:** Member represents to Greenwell Financial that (a) the Authorized Accounts will be maintained primarily for commercial purposes and (b) the Authorized Accounts shall at all times have a balance of immediately available funds sufficient to meet Member's payment obligations under this Addendum. Greenwell Financial may, without prior notice or demand, obtain payment of any amount due and payable to it under this Addendum by debiting one or more Authorized Accounts and shall credit the Authorized Accounts for any amount received by Greenwell Financial by reason of the return of a Transaction transmitted by Greenwell Financial for which Greenwell Financial has previously received payment or credit from Member. Such credit or debit shall be made as of the day of such receipt by Greenwell Financial. In the event there are not sufficient available funds in the Authorized Accounts, less any reserve requirement, to cover Member's obligations under this Addendum, Member agrees that Greenwell Financial may debit any Account maintained by Member with Greenwell Financial or that Greenwell Financial may set off against any amount it owes to Member, in order to obtain payment of Member's obligations under this Addendum. Greenwell Financial is not obligated to complete the processing of Transactions when the total amount of such Transactions exceeds the balance of available funds in the Authorized Accounts. If Greenwell Financial processes any Transaction when the balance of available funds in the Authorized Accounts is inadequate, it does not constitute an obligation to process similar Transactions at any other time.

**Balance Requirements:** Member acknowledges that transfers or disbursement of funds pursuant to this Addendum may create credit risk for Greenwell Financial. Greenwell Financial may, from time to time and in Greenwell Financial's absolute discretion, establish file limits, daily limits, risk period limits, and other limits as Greenwell Financial deems appropriate on the amounts and/or aggregate amounts of Transactions that Greenwell Financial will process. Greenwell Financial will notify Member in writing of such limits, and Greenwell Financial will not be obligated to process Transactions that exceed the limits Greenwell Financial has established. Greenwell Financial will have no liability to Member for Greenwell Financial's refusal to process Transactions or to transfer or disburse funds when Member does not have sufficient funds in Member's Authorized Accounts. Greenwell Financial's processing of Transactions in excess of established limits on one or more occasions will not be deemed a waiver of, or otherwise limit, Greenwell Financial's right at any subsequent time to refuse to process Transactions in accordance with this paragraph.

**Account Reconciliation:** Transactions performed by Greenwell Financial and credited to an Authorized Account will be reflected on Member's periodic statement issued by Greenwell Financial pursuant to the membership and Business Account Addendum between Greenwell Financial and Member. It is the Member's obligation to examine the statement for any discrepancies, and Member agrees to notify Greenwell Financial promptly of any discrepancy between Member's records and the information shown on any periodic statement as set forth in the Business Account Addendum.

**Returned Entries:** Greenwell Financial shall have no obligation to retransmit a returned entry if in compliance with the terms of this Agreement with respect to the original entry.

**Security Procedures:** Greenwell Financial grants access to the ACH platform to perform the Transactions, provided Member agrees to follow Greenwell Financial's security standards and policies that include proper safeguards to protect the confidentiality of all login IDs and passwords that are selected or assigned to Member for initiating Transactions using Greenwell Financial. Any Transaction initiated or authorized using a valid combination of a login ID and password will be considered authentic, valid and binding upon the Member. Greenwell Financial agrees to provide reasonable assistance to establish Login IDs and Passwords and support to the Member for properly using the Services. If Member suspects or believes any such information has been compromised, it shall immediately contact Greenwell Financial. Member acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of a Transaction. Member acknowledges and agrees that the security procedures Greenwell Financial offers with respect to Transactions under this Addendum are reasonable given the size, type, and frequency of the Transactions Member intends to conduct. Member is strictly responsible to establish and maintain procedures to safeguard against unauthorized Transactions. Member warrants that no individual will be allowed to initiate transactions except authorized persons with proper supervision and safeguards and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logons, passwords, codes, security devices and related instructions provided by Greenwell Financial. The occurrence of unauthorized access will not affect any Transactions made in good faith by Greenwell Financial prior to receipt of such notification and within a reasonable time period to prevent unauthorized Transactions. Greenwell Financial may, from time to time, take additional actions beyond those required by regulation and this Addendum to verify the authenticity of any Transaction request or instruction or to detect errors in the transmission or content of the request or instruction. Member agrees that these provisions regarding security procedures and Article 4a-202 and 203 of the Uniform Commercial Code - Funds Transfers as they may be modified by these provisions, shall apply to Member's Transactions, notwithstanding the fact that any party to the Transaction is a natural person (consumer).

**Compliance with Security Procedures:** If a Transaction (or a request for cancellation or amendment of a Transaction) received by Greenwell Financial purports to have been transmitted or authorized by Member, it will be deemed effective as Member's Transaction, and Member shall be obligated to pay Greenwell Financial the amount of such Transaction even though the Transaction was not authorized by Member, provided Greenwell Financial accepted the Transaction in good faith and acted in compliance with the security procedures with respect to such Transaction. Member acknowledges and agrees that Greenwell Financial may rely on the security procedure Member uses to authenticate and/or authorize a Transaction and that Greenwell Financial may process any Transaction that Greenwell Financial receives and authenticates using the security procedures.

**OFAC:** Member acknowledges that Member is not allowed to transmit entries that violate the laws of the United States, including sanctions enforced by the Office of Foreign Assets Control ("OFAC") of the United States Treasury Department, as in effect from time to time. Member warrants that Member will not violate OFAC-enforced sanctions and will not act on behalf of or transmit funds to or from any party subject to such sanctions. Furthermore, Member acknowledges that it is the Member's responsibility and not ours to obtain information regarding OFAC-enforced sanctions. Such information may be obtained directly from the OFAC Compliance Hotline at 800.540.OFAC or from the OFAC's Web site at <http://www.ustreas.gov/ofac>.

**Recording and Use of Communications:** Member and Greenwell Financial agree that all telephone conversations, emails, or electronic data transmissions between them or their agents made in connection with this Addendum may be electronically recorded and retained by either party by use of any reasonable means.

**Inconsistency of Name and Account Number:** Member acknowledges and agrees that, if a Transaction describes a person or account inconsistently by name and account number, payment of the Transaction transmitted by Greenwell Financial to the receiving depository financial institution may be made by the receiving depository financial institution (or by Greenwell Financial in the case of an on-us transaction) on the basis of the account number supplied by the Member, even if it identifies a person different from the named person or account, and Member's obligation to pay the amount of the Transaction to Greenwell Financial is not excused in such circumstances.

**Security Interest:** Member hereby grants Greenwell Financial a security interest in all funds and deposit accounts of Member in Greenwell Financial to secure repayment of any other financial obligations that Member has to Greenwell Financial, whether such obligations are direct or indirect, contingent or not, outstanding or committed subject to draw. This security interest is given to secure payment of all of Member's obligations to Greenwell Financial under this Addendum.

**Notices and Instructions:** Except, as otherwise expressly provided herein, Greenwell Financial shall not be required to act upon any notice or instruction received from Member or any other person, or to provide any notice or advice to Member or any other person with respect to any matter. Greenwell Financial shall be entitled to rely on any written notice or other written communication

believed by it in good faith to be genuine and to have been signed by an authorized person, and any such communication shall be deemed to have been signed by such person.

**Records:** All records, in whatever form, used by Greenwell Financial for Transactions contemplated by this Addendum shall be and remain Greenwell Financial's property. Greenwell Financial may, at its sole discretion, make available such information upon Member's request. Member shall pay any expenses incurred by Greenwell Financial in making such information available to Member.

**Indemnification:** In consideration of Greenwell Financial agreeing to originate ACH transactions in the manner set forth herein, the Member shall forever indemnify and hold Greenwell Financial, its officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless from and against all liability, claims, damages, costs, claims, or expenses (including reasonable attorney's fees) that Greenwell Financial may incur without regard to the merit or lack thereof, arising out of, or related in any way to the matters set forth herein, or to the ACH Service, which shall be provided pursuant to the terms of this Addendum. The Member's agreement to indemnify and hold harmless shall survive the expiration and/or termination of this Addendum and all provisions contained herein.

**Termination:** Either Greenwell Financial or Member may terminate this Addendum at any time by giving written notice to the other party. Greenwell Financial reserves the right to terminate this Addendum immediately, with or without cause. Any termination of this Addendum shall not affect any of Greenwell Financial's rights and Member's obligations with respect to Transactions initiated by Member prior to such termination, or the payment obligations of Member with respect to services performed by Greenwell Financial prior to termination, or any other obligations that survive termination of this Addendum. Upon termination of this Addendum by either party, the Authorized Accounts shall be maintained according to this Addendum for a period of sixty (60) days to ensure there are sufficient available funds to process Transactions initiated by Member prior to termination and to ensure adequate funds are available in the case of reversals, refunds or disputes by consumers or other entities.

**Entire Addendum:** This Addendum together with the Membership and MTMSA, are the complete and exclusive statement of the agreement between Greenwell Financial and Member with respect to the subject matter hereof and supersedes any prior agreement(s) between Greenwell Financial and Member with respect to such subject matter.

**Governing Law:** The ACH Origination Service and these terms and conditions shall be governed by the internal laws of the State of California without regard to its conflicts of rules and the laws of the United States.



# Authorization for Direct Payment via ACH (ACH Debits)

Direct Payment via ACH is the transfer of funds from an account for the purpose of making a payment.

I (we) authorize \_\_\_\_\_ ('COMPANY') to electronically debit my (our) account (and if necessary, electronically credit my (our) account to correct erroneous debits<sup>1</sup>) as follows:

(Select One)  Checking Account /  Savings Account

at the depository financial institution ("DEPOSITORY") named below.

Depository Name: \_\_\_\_\_

Routing (ABA) number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Amount of debit(s) or method of determining amount of debit(s) [or specify range of acceptable dollar amounts authorized]: \_\_\_\_\_.

Date(s) and/or frequency of debit(s): \_\_\_\_\_

I (we) understand that this authorization will remain in full force and effect until I (we) notify COMPANY [insert manner of revocation, i.e., in writing, by phone, location, address, etc.] that I (we) wish to revoke this authorization. I (we) understand that COMPANY requires at least [X days/weeks] prior notice in order to cancel this authorization.<sup>2</sup>

Name(s): \_\_\_\_\_  
(Please Print)

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

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<sup>1</sup> The NACHA Operating Rules do not require the consumer's express authorization to initiate Reversing Entries to correct erroneous transactions. However, Originators should consider obtaining express authorization of debits or credits to correct errors.

<sup>2</sup> Written debit authorizations must provide that the Receiver may revoke the authorization only by notifying the Originator in the time and manner stated in the authorization. The reference to notification should be filled with a statement of the time and manner that notification must be given in order to provide company a reasonable opportunity to act on it (e.g., "In writing by mail to 100 Main Street, Anytown, NY that is received at least three (3) days prior to the proposed effective date of the termination of authorization").

# Authorization for Direct Deposit via ACH (ACH Credits)

*Direct Deposit via ACH is the deposit of funds to an account for payroll, employee expense reimbursement, government benefits, tax and other refunds, and annuities and interest payments.*

Check all that apply:       Begin Deposit       Change Information       Split Among Multiple Accounts

I have provided information for each of my accounts below:

I (we) hereby authorize \_\_\_\_\_ ("COMPANY") to electronically credit my (our) account and if necessary, to electronically debit my (our) account to correct erroneous credits<sup>3</sup>. I (we) agree that ACH transactions I (we) authorize comply with all applicable law.

## Account #1

Checking Account/  Savings Account (select one) at the depository financial institution ("DEPOSITORY") named below.

Depository Name \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Name(s) on the Account \_\_\_\_\_

Amount of credit (i.e., flat amount or percentage) \_\_\_\_\_

Date(s) and/or frequency of credit(s) \_\_\_\_\_

## Account #2

Checking Account/  Savings Account (select one) at the depository financial institution ("DEPOSITORY") named below.

Depository Name \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Name(s) on the Account \_\_\_\_\_

Amount of credit (i.e., flat amount or percentage) \_\_\_\_\_

Date(s) and/or frequency of credit(s) \_\_\_\_\_

I (we) understand that this authorization will remain in full force and effect until I (we) notify COMPANY [insert manner of revocation, i.e., in writing, by phone, location, address, etc.] that I (we) wish to revoke this authorization. I (we) understand that COMPANY requires at least [X days/weeks] prior notice in order to cancel this authorization.<sup>4</sup>

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<sup>3</sup> The NACHA Operating Rules do not require the consumer's express authorization to initiate Reversing Entries to correct erroneous transactions. However, Originators should consider obtaining express authorization of debits or credits to correct errors.

<sup>4</sup> Written credit authorizations must provide that the Receiver may revoke the authorization only by notifying the Originator in the time and manner stated in the authorization. The reference to notification should be filled with a statement of the time and manner that notification must be given in order to provide company a reasonable opportunity to act on it (e.g., "In writing by mail to 100 Main Street, Anytown, NY that is received at least three (3) days prior to the proposed effective date of the termination of authorization").