



Master Treasury Management Services Agreement

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TREASURY SERVICES MASTER AUTHORIZATION FORM

Member Name: _____

Date: _____

AUTHORIZATION AND AGREEMENT FOR TREASURY SERVICES

I am an authorized representative of the organization specified above (the "Member"). Member has received from SkyOne Federal Credit Union dba Greenwell Financial ("Greenwell Financial") its Master Treasury Management Services Agreement (the "Agreement") and agrees to be bound by the Agreement, as well as the product-specific Addenda to the Agreement for which Member may enroll, as all may be amended from time to time, and any corresponding operational instructions that Greenwell Financial deems necessary. The Agreement is supplemental to Greenwell Financial's Business Account Agreement ("Business Account Agreement") which agreement governs Member's business accounts maintained with Greenwell Financial. In the event of an inconsistency between the terms and conditions of this Agreement and Addenda and the terms and conditions of the Business Account Agreement, the Business Account Agreement will govern to the extent of such inconsistency. The Services covered by the Agreement may change from time to time. Capitalized terms used herein and not otherwise defined, have the meanings given to them in the Agreement.

Upon full execution below, Member may from time-to-time request Greenwell Financial to provide any of the Services described in the Agreement and/or Addenda thereto. Member may begin to use any such Service once Greenwell Financial has approved such use and has received all required and properly executed Addenda and associated forms, and Member has successfully completed any testing and training requirements.

By signing below, Member agrees that, in the event Greenwell Financial receives an Electronic Signature (e.g., the clicking of an "I ACCEPT" button when presented with same), from Member or its authorized user(s), in connection with the Agreement, any amendments thereto, or the Accounts associated therewith, Greenwell Financial will be entitled to rely on such Electronic Signature as Member's authorization of the underlying action or request. Greenwell Financial will not be required to obtain a physical signature for such purposes or any other purpose, except as may be required by law.

I represent and warrant that Member has taken all action required by its applicable organizational documents to authorize me to execute and deliver on behalf of Member this Authorization and Agreement form and any other documents Greenwell Financial may require with respect to a Service. I am authorized to enter into all transactions contemplated by the Agreement and any Addenda thereto. These may include, but are not limited to, giving Greenwell Financial instructions with regard to Electronic Funds Transfer Services and designating employees or agents to act in the name and on behalf of the Member.

Guidelines for completion:

If Member is a:
corporation
limited liability company
partnership (general or limited)
limited liability partnership
sole proprietorship
governmental entity

Who must sign:
any authorized officer
all members, or any authorized officer*
any general partner
the managing partner*
the sole proprietor
the Treasurer*

* Includes any individual authorized under Member's charter or organizational or constituent documents. The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block.

Signature of Authorized Representative

Signature of Authorized Representative

Print Name of Authorized Representative

Print Name of Authorized Representative

Title

Title

The following address may be used for giving notices in connection with this agreement except as you or we provide written notice of other different addresses to be used in conjunction with your accounts or services:			
Street	City	State	Zip

TREASURY SERVICES MASTER AUTHORIZATION FORM

Business Member Name: _____

DESIGNATION OF AGENTS

The following persons are hereby authorized to act as Agent for the acquisition and/or operation of all Services provided to Member pursuant to the Master Treasury Management Services Agreement and any Addenda thereto, as amended from time to time, except as limited in the Comments section for that Agent:

Agent Name	Title	Phone Number	Email Address
Comment			Signature

Agent Name	Title	Phone Number	Email Address
Comment			Signature

Agent Name	Title	Phone Number	Email Address
Comment			Signature

MEMBER AUTHORIZATION

By signing below, you: (1) represent that you are authorized to act on behalf of the Member identified above; (2) acknowledge that you have read the Master Treasury Management Services Agreement and that Member agrees to the terms, Addenda, related implementation forms, and fee information applicable to each of the services indicated above; (3) appoint the individuals described above as Member’s Agent(s); and (4) You warrant that the information contained herein and accompanying implementation forms is true, complete, and correct.

MEMBERS WITH ACH ORIGINATION SERVICES - By signing below, you further authorize Greenwell Financial to obtain a Credit Report and check your credit history from time to time.

Signature of Authorized Representative

Signature of Authorized Representative

Print Name of Authorized Representative

Print Name of Authorized Representative

Date

Date

Please email completed form to DL.TTSalesSupport@TruTreasury.com

Business Member Name		Date	
Street Address	City	State	Zip
Employer Identification Number	Member Email Address		
Member Contact Name	Member Phone Number	Alternate Contact Number	

Services Requested		
<input type="checkbox"/> Original Application	<input type="checkbox"/> Add/Modify Services	<input type="checkbox"/> Remove Services

The following services are covered under the Treasury Management Master Services Agreement. Check all that apply and attach associated Addenda, Forms, Schedules, and/or Exhibits:

Online Services	Other Commercial Services (fees apply)
------------------------	---

- | | |
|--|---|
| <input type="checkbox"/> Tru Online Solutions (TOS) | <input type="checkbox"/> Remote Deposit Capture Service (RDC) |
| <input type="checkbox"/> ACH Origination Services – fees may apply | <input type="checkbox"/> Desktop Deposit Capture |
| <input type="checkbox"/> ACH Credit Origination | |
| <input type="checkbox"/> ACH Debit Collections | |
| <input type="checkbox"/> Wire Transfer Services – fees may apply | |
| <input type="checkbox"/> Online Origination | |

Requested Accounts (Check All services that may apply)			Billing Account:					
Account/Share Number	Account Name	TOS	Pos Pay	ACH	Wire	RDC	ZBA	LBX
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Customer Name:	
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Online Banking – Designation of Administrator
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The following person is hereby authorized to act as the Administrator of Business Member’s System and Services. The Administrator’s powers are detailed in the Master Treasury Management Services Agreement and include but are not limited to establishing “user rights” for using Greenwell Financial’s System and other Services. Business Member Users can be authorized by the Business Member Administrator for any of the features requested for use by Business Member.

Name	Phone Number	Alternate Number	Email Address

Resolution/Authorization for Treasury Management Services
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Authorization:
 The individual signing below is a designated Agent of Business Member, and as such, is authorized to act on Business Member’s behalf pursuant to the Master Treasury Management Services Agreement and the Treasury Services Master Authorization Form currently in effect with Greenwell Financial. This authorization is in addition to any other authorizations in effect and will remain in force until Greenwell Financial receives written notice of its revocation at the address and in the manner designated by Greenwell Financial.

Certification and Agreement:
 I/We certify that (1) the foregoing Authorization is complete and correct; (2) the signatures and titles of the persons signing this Authorization and attachments (if applicable) are the genuine signatures and titles of the persons indicated; and (3) no other person’s signature or authorization is required to bind Business Member with respect to the agreements or authorizations mentioned herein. Greenwell Financial is entitled to rely upon this certification until written notice of its revocation is delivered to Greenwell Financial.

Signatures

Signature	Date

Printed Name:	
----------------------	--

Title:	
---------------	--

Signature	Date

Printed Name:	
----------------------	--

Title	
--------------	--

Greenwell Financial Use Only – The officer signing below has verified that the Business Member Name as indicated on page one is consistent with the ownership of the accounts listed and the Authorized Agent(s) signing the above.	
Date Received:	
Accepted By:	
Approving Officer Name:	
Approving Officer Signature	Date

MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

Introduction

Thank you for choosing Greenwell Financial’s Treasury Management Services. This Master Treasury Management Services Agreement (the “Agreement”) defines the general terms and conditions under which all Treasury Management Services (the “Services”) are provided by Greenwell Financial, a Federal Greenwell Financial headquartered in California. Other documents will become part of the Agreement depending on the Services you select. Please read all documents carefully; they will govern the Services provided to you.

By signing and returning the Treasury Management Master Authorization Form (“Master Authorization Form”), you agree to the terms and conditions outlined for the Services selected by you, the Member (“Member”). The Master Authorization Form, the Designation of Services (“DOS”) Form, the terms and conditions of any Service (each an “Addendum” and collectively “Addenda”), and any form (“Form”), exhibit (“Exhibit”), or schedule (“Schedule”) associated with a Service are hereby incorporated herein and made a part of this Agreement. As used in this Agreement, “you,” “your,” or “Member” means Business Member. “We,” “us,” or “Greenwell Financial” means Greenwell Financial. Capitalized terms not otherwise defined in the Agreement are defined in Exhibit A at the end of this Agreement. This Agreement may be updated or amended by us from time to time. By signing the Master Authorization Form, you consent and agree that your Agent(s) may authorize and enroll in any Service and any applicable Form, Exhibit or Schedule electronically, including through the DOS Form.

The terms and conditions described herein apply to all the Services. An Addendum for each Service contains additional specific terms and conditions applicable to that Service. Some Services require you to complete additional Forms which will be attached to and made part of this Agreement and which provide us with necessary information to establish the Service. The DOS Form, and in some cases additional Forms, must be completed by you before using the applicable Service. You may begin using the Service when we have received all necessary and properly completed Forms. By completing the request for the applicable Services designated on the DOS Form and signing the Master Authorization Form and/or using a Service you are agreeing to be bound by the terms and conditions contained in this Agreement, as amended from time to time, and to follow the procedures of each Service.

This Agreement was updated on November 22, 2023. If you used a Service before this time, you should be aware that certain defined terms may have changed.

These terms and conditions apply to all the Treasury Management Services currently provided by the Greenwell Financial or which may be provided at a later date. These Services include, but are not limited to, ACH Origination, ACH Positive Pay, Business Electronic Banking (including Business Electronic Banking Mobile), Daily Investment Sweep Loan, Lockbox, Positive Pay, Remote Deposit Capture, Wire Transfer of Funds and Zero Balance Accounts Greenwell Financial and Member agree that this Agreement, including any revisions which may be made from time to time by Greenwell Financial, will also govern all Services used by Member in the future. Greenwell Financial agrees to provide, and Member agrees to purchase, certain Services provided for and described in this Agreement and agrees to such terms and conditions of this Agreement. Member agrees as follows:

- 1. Authority, Representations and Warranties.** Member represents, warrants, and covenants to and with Greenwell Financial that (i) it is duly organized, validly existing, and in good standing in the state of its organization, (ii) the execution, delivery, and performance of this Agreement and all documents, Forms, Exhibits, Schedules, or other agreements provided in connection with any Service are within its powers, have been duly and validly authorized, and do not contravene its charter, by-laws, or any indenture, agreement, undertaking, law, regulation, or order binding it, (iii) any approval, consent, or authorization of any government authority is necessary for Member to obtain any Service from Greenwell Financial has been obtained, and (iv) the terms and conditions contained in this Agreement are valid and binding obligations of Member enforceable in accordance with their terms.
- 2. No Consumer Accounts.** Member acknowledges, represents, warrants, and agrees that all accounts that will be accessed under this Agreement are business accounts, and are not accounts established primarily for personal, family or household purposes.

Accordingly, the provisions of the EFTA, Regulation E, the consumer provisions of the federal Gramm- Leach-Bliley Act, and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any transactions involving Accounts subject to this Agreement, except to the extent such provisions are expressly set forth herein or are required by law. Greenwell Financial may terminate this Agreement immediately and without notice to Member if Greenwell Financial becomes aware that Member is using the Services or the Account(s) for personal, family or household purposes or for other non-business related purposes.

3. **Designation of Authorized Agents.** Unless otherwise provided in this Agreement, the Persons authorized to initiate or otherwise manage a Service are designated on the Master Authorization Form as Agents. Greenwell Financial will be entitled to rely on any written notice or other written communication, including but not limited to emails, believed by us in good faith to be genuine and to have been submitted by the Agent or Agents authorized, and any such communication will be deemed to have been signed by such Person. Any changes in the designation of Agents so authorized will be in writing by the delivery of a new Master Authorization Form, and Member will provide reasonable prior notice of such change to Greenwell Financial.
4. **Deposit Account Terms and Conditions.** Member acknowledges and agrees that Member's deposit accounts maintained with Greenwell Financial (individually "Account," collectively "Accounts") are an integral part of the Services offered by Greenwell Financial and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreements, including, but not limited to, "Business Account Agreement" ("Account Agreement"), governing Accounts in effect from time to time between Member and Greenwell Financial. In the event of an inconsistency between the terms and conditions of this Agreement and Addenda and the terms and conditions of the Business Account Agreement, the Business Account Agreement will govern to the extent of such inconsistency. The Account Agreement is expressly incorporated herein by reference. Member acknowledges that it has signed and executed all agreements, resolutions, signature cards and forms governing Member's Accounts required by Greenwell Financial. Member acknowledges that it has read the contents of and agrees to be bound by the terms of those forms, agreements and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of any Person(s) who has signed a signature card or any check on Member's Account. Member also agrees to establish all Accounts that must be opened in conjunction with any Service provided by Greenwell Financial.
5. **Required Deposit Balance.** Member agrees to maintain any minimum available balance ("Required Deposit Balance") in the amount and in the Account specified in the terms and conditions of the specific Services selected and designated by Member.
6. **Available Balance.** Member acknowledges and agrees that (i) the ledger balance for any Account maintained by Member at Greenwell Financial will equal the actual balance in Member's account at the beginning of a specific Business Day, excluding any holds or pending transactions that have not posted to the account, (ii) the Available Balance for any account maintained by Member at Greenwell Financial will equal the amount of funds available for immediate withdrawal or use, as set forth in the definition of "Available Balance" in Exhibit A, (iii) BASED ON THE PRACTICES OF MERCHANTS AND OTHER COUNTERPARTIES, DEBIT CARD TRANSACTIONS CAN APPEAR AND DISAPPEAR IN AN ACCOUNT OVER A PERIOD OF DAYS BEFORE FINALLY CLEARING WHICH CAN IMPACT THE REPORTED AVAILABLE BALANCE, (iv) MEMBER CAN INCUR OVERDRAFT CHARGES BY RELYING ON ANY AVAILABLE BALANCE INFORMATION, (v) account balance information provided online by Greenwell Financial is not intended as a substitute for proper account maintenance, including the recording of Member's debits in an account register, and (vi) THE AVAILABLE BALANCE FOR ANY ACCOUNT MAINTAINED BY MEMBER AT CREDIT UNION DOES NOT REFLECT OUTSTANDING CHECKS OR DEBIT ITEMS THAT HAVE NOT BEEN PRESENTED FOR PAYMENT. Member will be solely responsible for any liabilities, damages, costs or fees incurred by Greenwell Financial with respect to any actions or omissions of Member related to Member's available balance, along with any overdraft fees in effect from time to time. All transfers are subject to a sufficient Available Balance in Member's Account at the time of the transfer and may be limited by controls used by Greenwell Financial to manage the risk associated with such transactions.
7. **Account Transfer Limits.** Transfers out of Member's non-transaction Accounts, including money market deposit accounts ("MMDAs"), are limited to not more than six (6) withdrawals per calendar month or statement cycle of at least four weeks for the purpose of making third party payments by means of preauthorized, automatic, or telephonic transfers, or transfers or withdrawals made by check, debit card, or other similar order made by Member and payable to third parties. Transactions that are not covered by these limitations include: (1) transfers from Member's account to pay a loan with the Greenwell Financial; (2) transfers to another of Member's Accounts; (3) withdrawals (payments directly to Member) from the Account when such transfers or withdrawals are made by mail, messenger, ATM or in person; and/or (4) withdrawals made by telephone if a check is mailed directly to Member. If the limits are exceeded, Greenwell Financial reserves the right to refuse or reverse the transfer, charge a fee as stated in the Schedule of Service Charges, and/or close the Account.
8. **Services.** Upon Member's execution of the Master Authorization Form, one or more DOS Forms, and any applicable Addenda, Schedules, Forms, and Exhibits, Greenwell Financial will perform the Services selected by Member in accordance with the Service terms and conditions contained therein governing the selected Service. Any instructions provided by Member to Greenwell Financial, which may be communicated within the terms and conditions of the Service, by online screen instructions, Addenda, Schedules, Forms, Exhibits, or other forms of written notice permitted by this Agreement, are made a part hereof.

Some of the Services require Member to complete and provide to Greenwell Financial information or documentation in, or as part of, Exhibits, Schedules, Addenda, Forms or other documents required in connection with such Services. Member's use or continued use of each of such Services will be conditioned on and subject to Member entering into, or completing and providing to Greenwell Financial, the foregoing when Greenwell Financial so requests. Certain Services included in this Agreement may not be available or may not be provided in certain market areas.

9. Effective Dates. The effective date of this Agreement will be the date upon which the Master Authorization Form is executed by Member and accepted by Greenwell Financial. Once Member has signed the Master Authorization Form, Member may request Greenwell Financial to provide Services which are provided for in this Agreement. Member may begin to use any such Service once Greenwell Financial has approved such use and has received all required, properly executed Addenda, Schedules, Exhibits and/or Forms. Greenwell Financial will have no obligation to deliver or render the Service(s) until Greenwell Financial has approved such use and received all required, properly executed documents. The effective date of the terms of a Service will be the earlier of (a) the date upon which Greenwell Financial approves Member's use of the Service or (b) the date on which Member uses the Service.

10. Data and Information Supplied by Member. Member will transmit or deliver data and other information in the format and on the media as provided for in the Addendum for that Service or as otherwise required by Greenwell Financial in conjunction with rendering the Service(s) selected by Member. Member will have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. Member acknowledges and agrees that Greenwell Financial will not examine the data for correctness, and Greenwell Financial will not have any responsibility for detecting errors in the data transmitted by Member. The data transmitted by Member must be legible, correct, complete, and will contain no viruses or any other disabling features that may have an adverse impact on the Greenwell Financial's network, data, or related systems. Greenwell Financial will not process, and Greenwell Financial will not be liable to Member for failure to process, the data if it is not in the format specified by Greenwell Financial, if the data is incomplete, or if Member has not complied with applicable System Security Procedures and Member Security Responsibilities as set forth in Section 12. Greenwell Financial will not be liable for errors or omissions caused by data that is rejected as the result of Member's failure to provide the data in accordance with the standards specified in the Service terms and conditions and the instructions. Member will deliver or transmit all data or information to Greenwell Financial by the deadline(s) specified in the applicable Addendum, the DOS Form and any Schedules, Exhibits and/or Forms to either. Greenwell Financial will have no obligation to process data or perform the Service if the data is not received by Greenwell Financial by the specified deadline.

11. Update Notice. Member will provide written notice to Greenwell Financial of any changes to the information previously provided by Member to Greenwell Financial, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received promptly by the Greenwell Financial of the change. You agree to notify us **immediately** of the death or court declared incompetence of any authorized signer or owner, or the dissolution of your business. Member will provide any additional information requested by Greenwell Financial promptly but in no event later than five business days of such request.

12. Member Security Responsibilities.

(a) User Guide and Security Procedures. The Greenwell Financial may provide Member with a User ID and/or passwords (collectively, a "Security Code") to access the Services. The Greenwell Financial may also provide Member with operating procedures and user guides ("User Guides") in connection with certain Services. The Greenwell Financial's security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). The Greenwell Financial will not be obligated to detect errors by the Member or others, even if the Greenwell Financial takes certain actions from time to time to do so. The Greenwell Financial may amend its security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on Member's use of the Services.

(b) General Security Measures. Member agrees to (a) comply with the User Guides and procedures that the Greenwell Financial has provided; (b) take reasonable steps to safeguard the confidentiality and security of the Security Code, the User Guide, and any other proprietary property or information the Greenwell Financial provides in connection with the Services; and (c) closely and regularly monitor the activities of employees who access the Services and implement reasonable security measures to assure that only Member's authorized employees have the ability to transmit information and instruction to Greenwell Financial for the purposes of any Service. Member agrees to change the passwords assigned to its employees on a regular basis, but no less frequently than every 90 days. Member agrees to change temporary passwords promptly after given access to the Services for the first time and whenever anyone who has had access to the Security Code is no longer employed or authorized by Member to use the Services. The Greenwell Financial may require Member to change its Security Code at any time. The Greenwell Financial may deny access to the Services without prior notice if the Greenwell Financial is unable to confirm (to its satisfaction) any person's authority to access the Services or if the Greenwell Financial believes such action is necessary for security reasons Greenwell Financial strongly recommends that Member adopts an internal, dual control environment in connection with each Service. If Member chooses not to do

so, Member agrees to adopt a standard greater than ordinary care with respect to Member Accounts, employee supervision, internal controls, and review of statements and other transaction information.

(c) Security Procedures Applicable to Payments or Transfers. Each time Member makes a transfer or payment with a Service, Member agrees that the Greenwell Financial's security procedures are commercially reasonable (based on the normal size, type, and frequency of Member's transactions). Some of the Services allow Member or Administrator to set transaction limitations and establish internal controls. Failure to set such limitations and implement such controls increases Member's exposure to, and responsibility for, unauthorized transactions. Member agrees to be bound by any transfer or payment order received through the Services, even if the order is not authorized by Member, if it includes Member's Security Codes or is otherwise processed by the Greenwell Financial in accordance with its security procedures.

(d) Protection of Information Sources. Member will be solely responsible for preventing and safeguarding against unauthorized transmissions and unauthorized access to the following, all of which are referred to collectively as "Information Sources": (i) Original Checks; (ii) Check Images; and (3) Member information, systems, connections and equipment that interface with, connect to or allow access to Greenwell Financial, its information, systems and equipment, including but not limited to instructions, codes, passwords, procedures, including security-related procedures or any passwords, codes or PINs used in transmitting the Check Images, ACH Entries, Wire Transfers or other sensitive information. Member will establish, maintain, and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to the Information Sources. Such practices, techniques and procedures will be no less than the security-related requirements set forth in any applicable laws, regulations, regulatory guidelines and rules. Member will take appropriate security measures to ensure that: (a) only authorized Personnel will have access to Information Sources, and (b) that the information obtained from Information Sources is not disclosed to third parties.

(e) Notice. Member will notify Greenwell Financial immediately, followed by written confirmation, if Member has reason to believe or suspects there has been any unauthorized access to the Information Sources or unauthorized transmissions.

(f) Security. Member is solely responsible for providing for and maintaining the physical electronic, procedural, administrative, and technical security of data and systems in Member's possession or under Member's control. Greenwell Financial is not responsible for any computer viruses (including, but not limited to, programs commonly referred to as "malware," "keystroke loggers," or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is at Member's own discretion and risk, and Greenwell Financial is not responsible for any damage to Member's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Member is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Member's operating systems, and for protecting, securing, and backing up any data and information stored in or on Member's operating systems. Greenwell Financial is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Member's operating systems or accessed through an Internet connection.

(g) Internet and E-Mail Security. Member acknowledges and agrees that it is Member's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, but not limited to, frauds commonly referred to as "phishing," "pharming," and "business e-mail compromise"). Member agrees to educate Administrator(s), User(s), Agents, employees and contractors retained by Member as to the risks of such fraud and to train such Persons to avoid such risks. Member acknowledges that Greenwell Financial will never contact Member by e-mail in order to ask for or to verify Account numbers, Credentials, or any sensitive or confidential information unless Greenwell Financial uses its secured e-mail service. In the event Member receives an e-mail or other electronic communication that Member believes, or has reason to believe, is fraudulent, Member agrees that neither Member nor its User(s), Agents, employees or contractors will respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Member agrees that Greenwell Financial is not responsible for any losses, injuries, or harm incurred by Member as a result of any electronic, e-mail, or Internet fraud.

(h) Breaches. In the event that System Security Procedures or general security measures are compromised in a way that results in unauthorized access to Information Sources, the creation or approval of unauthorized transactions, or the creation or approval of unauthorized changes in the System (a "Breach"), Member agrees to assist Greenwell Financial in determining the manner and source of the Breach. Such assistance will include, but will not be limited to, providing Greenwell Financial or Greenwell Financial's agents access to Member's hard drive(s), storage media and devices, systems and any other equipment or device(s) reasonably believed to have been used in the Breach. Member further agrees to provide to Greenwell Financial any analysis of such equipment, devices, or software or any report of such analysis performed by Member, Member's agents, law enforcement agencies, or any other third party. Failure of Member to assist Greenwell Financial will be an admission by Member that the Breach was caused by a Person who obtained access to Member's facilities or who obtained information facilitating the breach of the System Security Procedures or general security measures from Member and not from a source controlled by Greenwell Financial.

13. **Electronic Communications.** Member may elect to send or receive instructions or reports from Greenwell Financial related to Services via electronic means, including, but not limited to, facsimile transmission, voice mail, unsecured e-mail, text messages, or other telephonic methods (“Electronic Transmissions”). Member acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay, and observation or receipt by unauthorized personnel. Member acknowledges that if it sends the Greenwell Financial an Electronic Transmission, the Credit union may not receive or review it immediately. Greenwell Financial will have a reasonable time to act upon any Electronic Transmission and reserves the right to reject any transaction or request received by Electronic Transmission. Member acknowledges that, even though an Electronic Transmission may be encrypted, the Greenwell Financial cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, the Greenwell Financial recommends not sending Account data or other sensitive information by Electronic Transmission. Greenwell Financial may rely in good faith on Member’s instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by Member. Should Member elect to send or receive Electronic Transmissions to or from Greenwell Financial, Member assumes all risks, and Greenwell Financial will not be liable for any loss that results from the non-receipt, disclosure, or alteration of any such Electronic Transmissions.

14. **Hardware and Software.**

(a) **Hardware and Software.** The hardware/software required to access the System will be disclosed to the Member and may be changed from time to time. Member is responsible for obtaining/providing all required hardware, software, and Internet connectivity needed to access Services. Member will, at its sole cost and expense, use computer hardware and software that meet all technical requirements for the proper delivery of the Service and that fulfill Member’s obligation to obtain and maintain secure access to the Internet. Member understands and agrees it may also incur, and will pay, any and all expenses related to the use of the Services, including, but not limited to, telephone service or Internet service charges. Member is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Services. Member understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Services and the cost thereof, and Member hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance will be rendered by properly trained personnel, whether they are employees of Member or third party employees. Greenwell Financial is not responsible for any errors or failures resulting from defects in or malfunctions of Member’s computer hardware or software. In addition to installing antivirus software, Member hereby agrees to scan its computer hardware and software on a regular basis (one or more times per month) using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of the Services, Member will only use the hardware with systems in compliance with the requirements set forth by Greenwell Financial.

(b) **Service Software.** All right, title and interest in and to (i) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto, together with any and all documentation, user guides and instructions pertaining thereto (everything in this clause (i), collectively, “Software”), and (ii) any and all users guides, instructions and other documentation provided to, or used by, Member in connection with the Services (everything in this clause (ii) collectively, the “Documentation”) will be, and remain, the property of Greenwell Financial or any third party Software provider, as applicable. Unless otherwise expressly authorized, Member may not (u) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form, (v) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, or commercially exploit the Documentation, or use the Service(s) (x) in any anticompetitive manner; (y) for any purpose which would be contrary to the Greenwell Financial’s business interest; or (z) to the Greenwell Financial’s actual or potential economic disadvantage in any aspect.

(c) **Intellectual Property.** Member agrees not to: (i) put to issue the scope, validity, or ownership of Greenwell Financial’s (or its licensors’) intellectual property rights in any proprietary data or service, (ii) perform any act which could reasonably be expected to impair the scope, validity, or ownership of such intellectual property rights including any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, (iii) assert any ownership rights to any Software, Documentation or Service, or (iv) remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols, or labels appearing on or in any Software, Documentation, or Service.

(d) **Infringement Claims.** Member agrees to: (i) cooperate with Greenwell Financial and its licensors to protect the Software, Documentation, and Services, including in connection with any lawsuits or disputes involving the Software, Documentation and Services, (ii) promptly notify Greenwell Financial and provide relevant information and facts upon

becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the Software, Documentation, or Service, and (iii) in the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the Software, Documentation, or Service by others: (x) grant to Greenwell Financial and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding, and (y) agree that such licensors will be solely entitled to any proceeds of any such proceeding, including, but not limited to, any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

(e) Assignment. Member hereby assigns to Greenwell Financial or its licensors, as directed by Greenwell Financial, any rights, including any patent, copyright, trademarks, and trade secrets, which it may now have or may acquire at any time in the future to any Software, Documentation, or Service.

15. Internet Disclaimer. For any Service described herein using the Internet, Greenwell Financial does not and cannot control the flow of data to or from Greenwell Financial's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Member's connections to the Internet (or portions thereof). Greenwell Financial makes no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation Greenwell Financial's web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, Member's computer system. Greenwell Financial cannot guarantee that such events will not occur. Accordingly, Greenwell Financial disclaims any and all liability resulting from or related to such events and in no event will Greenwell Financial be liable for any damages (whether in contract, tort or other legal theory) that are attributable to the public Internet infrastructure, Member's ability to connect to the Internet, or Greenwell Financial's ability to connect to the Internet on Member's behalf.

16. Service Limits. Member agrees that Greenwell Financial may establish limits or restrictions on Services provided in this Agreement and that Greenwell Financial may establish and amend those limits. The limits or restrictions may apply to transaction amounts, types of accounts that are eligible for the Service, the frequency of the transactions or any other limits or restrictions that Greenwell Financial deems necessary. Member agrees to abide by and honor the limits or restrictions established by Greenwell Financial. Member also agrees that Greenwell Financial will have no liability to Member for refusal to process any transaction or to act on any request by Member that exceeds any limit or restriction. Greenwell Financial will have the right in its sole discretion to change any limit established by Greenwell Financial. Member and Greenwell Financial may from time to time and in Greenwell Financial's sole discretion, agree to temporary increases for ACH, Remote Deposit Capture or Wire Transfer Services, but such approvals will not constitute a waiver and will not be construed as a promise or guarantee that temporary increases will be granted in the future.

17. Financial Information and Audit. Greenwell Financial may from time to time request information from Member in order to evaluate the initiation or continuation of a Service or adjustment of any limits set by this Agreement. Member agrees to provide the requested financial information immediately upon request by Greenwell Financial, in the form required by Greenwell Financial. Member authorizes Greenwell Financial to investigate or reinvestigate at any time any information provided by Member in connection with this Agreement and the Services. Member agrees to submit to reasonable background checks and provide any other information to Greenwell Financial that is applicable to any Service and that is necessary for Greenwell Financial to comply with applicable laws and regulations and Greenwell Financial's internal policies and procedures. Greenwell Financial may, in its discretion, upon providing reasonable advance notice to Member, conduct an off-site or on-site review of Member's operations to ensure compliance with the provisions of any Service. Such review may include but is not limited to a review of the physical area in which Member creates Check Images, Member's security procedures, Member's storage and destruction of Original Checks and Member's business activities. Without limiting the foregoing, Member agrees to provide Greenwell Financial with all information that the Bank Secrecy Act and any other applicable law or regulation that Greenwell Financial, in its sole discretion, believes it should obtain. If Member fails to provide Greenwell Financial with all the information required by law and the provisions of this paragraph, Member agrees that Greenwell Financial is not obligated to provide any Service and will not incur any liability for such action or omission. Member will cooperate fully in providing any information or fulfilling any requests of Greenwell Financial pursuant to the Services.

18. Notices, Changes, and Amendments.

(a) Notices and Changes. Notices and communications from Greenwell Financial to Member regarding any Service or any change to this Agreement may be oral, in written form sent via courier, postage prepaid by first class mail, or hand-delivered, or may be delivered electronically, by facsimile or e-mail, or via the Website. Greenwell Financial's Notice to any Agent, signer on any Account, Administrator, Member Authorized Representative, or User is notice to Member. Greenwell Financial may amend, add, delete, or modify this Agreement or the terms and conditions applicable to the

Services from time to time. Unless applicable law provides otherwise, Greenwell Financial may at any time, with or without notice, amend Greenwell Financial's fees (sometimes referred to as the "Schedule of Service Charges"). If Greenwell Financial so elects, fee changes may be implemented concurrently with the requested changes or modifications. Member will be deemed to have received electronic notices one (1) day after Greenwell Financial posts them at the Website or transmits them, or notice of the availability thereof at the Website, to Member's e-mail address, or three (3) days after deposit in the U.S. Mail, as applicable, whether or not Member has retrieved them by that time. Member agrees to frequently and regularly retrieve e-mail and review posted messages and information at the Website. Greenwell Financial reserves the right at any time, in its discretion, to mail to Member's address that appears in Greenwell Financial's records, or otherwise transmit to Member pursuant to any other method to which Member has agreed in connection with Member's Account(s), paper copies of any information, disclosures or notices relating to the Services in lieu of or in addition to electronic versions. The changes to this Agreement or the terms and conditions applicable to the Services shall be effective at the earliest date allowed by applicable law. Member may choose to accept or decline changes by continuing or discontinuing the Services to which these changes relate. Member's use of any Service after any change is delivered in any of the ways detailed above constitutes acceptance of the change. Member agrees to notify Greenwell Financial of any changes to its mailing or e-mail address. If Member does not notify Greenwell Financial, Member will hold Greenwell Financial harmless from any consequences, including financial loss, resulting from Member's failure to notify Greenwell Financial of the change in Member's mailing or e-mail address. Greenwell Financial may change, add, or delete any procedures established pursuant to this Agreement, from time to time. Such changes will automatically become effective immediately. If Member rejects any such change in writing, then the affected Service will automatically terminate. Notices to us must be mailed or delivered to us at Greenwell Financial, 14600 Aviation Boulevard, Hawthorne, CA 90250.

(b) E-Mail Notice. Member agrees not to send account information, transaction information, or other confidential information via unsecured or unencrypted e-mail. If Member e-mails Greenwell Financial or asks Greenwell Financial to reply via e-mail, Member agrees to hold Greenwell Financial harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of Member's information resulting from e-mail. If Member sends Greenwell Financial an e-mail, it will be deemed to have been received on the following Business Day. Greenwell Financial will have reasonable time to act on any e-mail. Greenwell Financial is not required to act on any e-mail received, and Greenwell Financial is not responsible for misdirected or lost e-mails.

(c) How to Contact Greenwell Financial. Any communication regarding the Services, including the reporting of lost/stolen/compromised Credentials or an unauthorized transaction, should be made to the address and/or phone numbers shown below. Because time is of the essence when responding to lost/stolen/compromised Credentials or an unauthorized transaction, Member must contact Greenwell Financial via phone immediately to report such an event. You can contact the Greenwell Financial during regular business hours by calling 1.800.421.7111 by sending an email to support@greenwellfinancial.org or by writing a letter and sending it to 14600 Aviation Boulevard, Hawthorne, CA 90250. Greenwell Financial's contact instructions may be changed upon notice to Member in writing. Greenwell Financial will endeavor to provide notice to Member at least thirty (30) days in advance of any change but reserves the right to make changes on shorter notice when necessary.

(d) Changes by Member. Any change to a Service, including its addition or deletion, must be made via a DOS Form signed by an Agent and accompanied by any Addendum, Schedules, Forms, and/or Exhibits as may be reasonably required by Greenwell Financial and will not be effective until such time as it is received and accepted by Greenwell Financial and Greenwell Financial has had a reasonable opportunity to act on it. .

(e) Amendment Caused by Changes to Law. In the event performance of any Service provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulations or government policy to which Greenwell Financial is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Greenwell Financial will incur no liability to Member as a result of same.

(f) Course of Dealings. Any practices or course of dealings between Greenwell Financial and Member, or any procedures or operational alternatives used by them, will not constitute a modification of this Agreement, nor will they be construed as an amendment to this Agreement.

19. Statements. All transactions which result in a debit or credit to the Account initiated by Member using the Services will be reflected on Member's regular account statements electronically delivered or made available to Member or mailed to Member at the address in Greenwell Financial's records. Member will notify Greenwell Financial, within thirty (30) days after account statements are made available to Member, of any discrepancies between the account statements and Member's records of transactions initiated through the Services (unless the discrepancy is the result of an electronic fund transfer, in which case the provisions of the Addendum governing such transfer will apply). Failure of Member (i) to notify Greenwell Financial within said time period of any such discrepancies, or (ii) to notify Greenwell Financial of Member's non-receipt of Member's regular account statements within a reasonable time not to exceed sixty (60) days from the date of the statement, will preclude Member from asserting any claims for damages or other liabilities against Greenwell Financial by reason of such discrepancies.

Should Member timely notify Greenwell Financial of a discrepancy, compensation, if any, for the loss of interest or use of funds due Member as a result of a Greenwell Financial's error or Greenwell Financial's failure to execute a transfer order on the date received (if such order was received prior to Greenwell Financial's deadline and was submitted to Greenwell Financial's satisfaction within the System Security Procedures and Member Security Responsibilities) and when such execution or error was within Greenwell Financial's control, will be for a period not exceeding the lesser of thirty (30) days or the period between the date of the order and the date of actual transfer or error correction, and will be either of the following forms at the option of Greenwell Financial: (a) adjust Member's Account balance(s) to properly reflect the average balances that would have occurred; or (b) reimburse Member an amount equal to interest at a rate not exceeding the current deposit rate computed on a daily basis for the period and amount involved. In any event, Greenwell Financial will not be liable for payment of damages arising out of, or in connection with, any entry, Payment Order, wire transfer, or any other transfer after one year from the date of such transfer.

20. Checks and Other MICR Documents. Checks and other MICR documents must meet the standards and specifications selected by Greenwell Financial which shall be based on national standards promulgated by Accredited Standards Committee X9 ("ASC X9"). Should Member select its own vendor for checks or other MICR documents, Member may be required to submit sample documents to Greenwell Financial for testing before the Service is rendered. If Member encodes the amount or other information on checks, deposits or other items in magnetic ink, Member warrants that the information encoded is accurate and correct. In the event that the information is not encoded correctly, Greenwell Financial will have no liability for any loss, claim, action, or expenses, including reasonable attorneys' fees, arising out of such error. Without regard to the method by which MICR documents were created or the source of the supplied used, the reject rate of the MICR items will not exceed the rate established by Greenwell Financial. If the reject rate of Member's MICR documents exceeds Greenwell Financial's established reject rate, Member agrees that Greenwell Financial may, at its option, introduce an additional cost for processing or discontinue rendering the affected Service.

21. Remotely Created Checks. If Member uses a Service wherein Member creates or deposits a Remotely Created Check, as that term is defined in Regulation CC, Member warrants to Greenwell Financial that the Person on whose account the Remotely Created Check is drawn authorized the issuance of the Remotely Created Check in the amount stated on the check and to the payee stated on the check. Member further warrants and represents that any use of a Remotely Created Check is in full compliance with all applicable law.

22. Payment for Services. Member will pay Greenwell Financial for the Services provided pursuant to the Schedule of Service Charges or other pricing information provided by Greenwell Financial from time to time. Member will maintain with Greenwell Financial one or more Accounts and will maintain sufficient Available Balance in such Account(s) to support any transaction initiated under the Services and to cover any fees Member is obligated to pay under this Agreement or any Addenda. Greenwell Financial may, at its option, include fees arising from this Agreement in an analysis statement of Member's account relationship ("Account Analysis"), bill Member, or debit Member's Account(s) for the Services rendered. Greenwell Financial may, without prior notice or demand, obtain payment from Member for any of its obligations under this Agreement by debiting any Account of Member at Greenwell Financial. If at any time there is not a sufficient Available Balance in an Account to cover all outstanding transactions and other payment obligations of Member under this Agreement, Member agrees to immediately pay Greenwell Financial, on demand, the amount of any deficiency in such outstanding transactions and obligations. All other account agreements, including but not limited to the Business Account Agreement, and all fees and charges relating to Accounts remain applicable to the Account(s), and Greenwell Financial's remedies set forth in those agreements are cumulative. In addition to the Service fees, Member agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service(s), this Agreement, or the software or equipment made available to Member. Member is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

23. Security Interest/Right of Set-Off. To secure the payment and performance of Member's obligations set forth herein, Member grants to Greenwell Financial a security interest in and pledges and assigns to Greenwell Financial all of Member's beneficial right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Member (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Greenwell Financial's custody or control; (b) any other collateral described in any security instrument securing the obligations of Member to Greenwell Financial under this Agreement or any other obligation of Member to Greenwell Financial; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above. Member hereby acknowledges and agrees that Greenwell Financial will have a right of setoff and may offset and charge against any and all of Member's Account(s), any liability, obligation, or indebtedness of Member to Greenwell Financial, including, but not limited to, any line of credit, loan, or other extension of credit made by Greenwell Financial to Member and the amount of any fees, returns, refunds, and other charges owed by Member to Greenwell Financial.

24. No Obligation to Lend Money. Nothing in this Agreement will be deemed to constitute a credit facility of any kind or nature whatsoever in favor of Member even if the Services rendered are in conjunction with a line of credit or even if the Service terms and conditions make reference to a line of credit. Member acknowledges that this Agreement does not create any right to borrow funds from Greenwell Financial and that Greenwell Financial has no obligation to lend funds to Member in providing

the Services that are the subject of this Agreement. In the event that the Greenwell Financial will perform a Service for Member that creates an overdraft on Member's Account(s), such action(s) by Greenwell Financial will not establish a course of dealing or conduct between the parties that would require Greenwell Financial to perform any subsequent Service which would also create an overdraft.

25. Stop Payment Orders. Unless otherwise specified in the Service terms and conditions, any stop payment order which Member wishes to place on a check drawn on an Account that is the subject of a Service or is otherwise related to a Service will be placed in accordance with Greenwell Financial's normal stop payment procedures for other accounts in effect at that time.

26. Greenwell Financial Shall Not Examine Items. Except as otherwise specifically provided in this Agreement or any Addenda, Member acknowledges and agrees that Greenwell Financial will not examine checks, drafts and other items issued by Member or payable to Member and received by Greenwell Financial and processed in conjunction with a Service rendered by Greenwell Financial. Therefore, legends and other instructions placed on items by Member or other parties, such as, but not limited to, "not valid over \$500," "void after 90 days," "full accord and satisfaction," will not be discovered by Greenwell Financial, will not be binding on Greenwell Financial and will not be enforceable against Greenwell Financial. Likewise, Greenwell Financial may not discover alterations, postdated checks, stale dated checks, number of required signatures on checks, or discrepancies between the amount of the check or item as written in numbers and words, or other irregularities on the face of the check or item. Member further acknowledges and agrees that Greenwell Financial will not be liable, unless required by law, to Member for any loss that Member may suffer as the result of Greenwell Financial's processing items containing such legends, instructions, irregularities or signature requirements.

27. Confidential Information. The Greenwell Financial will use Confidential Information to (a) comply with applicable Laws, including but not limited to the USA PATRIOT Act of 2001 and the regulations promulgated thereunder, (b) as necessary to complete any transactions contemplated by this Agreement, (c) as necessary to verify the existence of Member's account to a third party to whom Greenwell Financial, in its sole discretion, deems such disclosure is required, (d) as disclosed in the Greenwell Financial's privacy policy, . "Confidential Information" means any information concerning the businesses or affairs of Member that Member provides to Greenwell Financial, whether in verbal, written, graphic, electronic or any other form, but excludes any information provided by Member to Greenwell Financial on a non-confidential basis, any information that becomes generally available to the public other than as a result of a disclosure by Greenwell Financial or any information that was lawfully in Greenwell Financial's possession before receiving such information from Member. In the event that Greenwell Financial or any of its representatives are requested or required by subpoena or other legal proceedings or process (including, without limitation, any deposition, interrogatory or civil or regulatory action or inquiry) to disclose any of the Confidential Information, Greenwell Financial may disclose that portion of the Confidential Information that it is legally required to disclose. Confidential Information may be disclosed to Greenwell Financial's regulatory supervisory agencies and authorities and to Greenwell Financial's auditors and legal counsel.

28. Greenwell Financial Liability.

(a) **General.** Member agrees that Greenwell Financial's responsibility to Member will be limited to damages arising directly from our intentional misconduct or gross negligence. Greenwell Financial will not be responsible for delays or failures in performance caused by events beyond Greenwell Financial's reasonable control or by periods of unavailability of the System due to unexpected failure of any system. If Greenwell Financial substantially complies with the procedures in this Agreement, in the DOS Form, and in the applicable Addenda, Schedules, Forms, or Exhibits, Greenwell Financial will be considered to have exercised ordinary care. Member and Greenwell Financial agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. MEMBER EXPRESSLY AGREES THAT IN NO EVENT WILL THE CREDIT UNION PARTIES (AS DEFINED BELOW) BE LIABLE FOR LOST PROFITS OR FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, OR INCIDENTAL LOSSES OR DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES CONTEMPLATED BY THIS AGREEMENT EVEN IF CREDIT UNION IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM CREDIT UNION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. MEMBER ASSUMES TOTAL RESPONSIBILITY FOR USE OF ANY SERVICES VIA THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. CREDIT UNION EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH ANY CREDIT UNION SYSTEM OR THE INTERNET OR ACTIONS TAKEN ON THE INTERNET, AND CREDIT UNION EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. CREDIT UNION IS NOT RESPONSIBLE FOR ANY OVERDRAFTS BY MEMBER OR FOR ANY ACTIONS OR OMISSIONS OF MEMBER THAT RESULT FROM OR ARISE OUT OF ANY DIFFERENCE IN THE AVAILABLE BALANCE AND CURRENT BALANCE OF ANY MEMBER ACCOUNT MAINTAINED WITH CREDIT UNION.

In the performance of the Services, Greenwell Financial will be entitled to rely solely on the information, representations, covenants, agreements and warranties provided by Member pursuant to this Agreement and will not be responsible for the accuracy or completeness thereof.

Greenwell Financial's liability for loss of interest as allowed under this Agreement will be calculated in accordance with the applicable provisions contained herein. Member will promptly furnish to Greenwell Financial written proof of any loss

attributable to a Service and will provide all reasonable assistance to Greenwell Financial to minimize and/or recover any loss which may have been incurred. For ACH Services only, Greenwell Financial's liability for loss of interest resulting from its error or delay will be calculated in accordance with the method prescribed by the NACHA Rules. If Member is reimbursed for any loss by Greenwell Financial, Greenwell Financial will be subrogated to all rights of Member related thereto. Notwithstanding the provisions set forth above, any liability of Greenwell Financial for a transfer incorrectly made will be limited to the amount of such transfer which is not recovered within a reasonable period. Member agrees that Greenwell Financial, its officers, employees, agents, affiliates, attorneys, and contractors (collectively, the "Greenwell Financial Parties") will not be liable for the quality of performance or lack of performance of any computer software or hardware supplied by Greenwell Financial to Member. In the event of any damages for which Greenwell Financial or Member may be liable to each other or to a third party pursuant to the Services provided under this Agreement, Greenwell Financial and Member will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

Greenwell Financial will not be liable for: (i) the failure of Member to maintain its security, (ii) Member's acts or omissions (including, but not limited to, the amount, accuracy, timeliness of transmittal, or due authorization of any entry received from Member), (iii) nonperformance, malfunction, or incompatibility of Member's hardware or software, or the malfunction of the information reporting system beyond Greenwell Financial's reasonable control, (iv) any cause except the gross negligence or willful misconduct of Greenwell Financial's employees, (v) acts and omissions of transferee institutions and their personnel, (vi) any and all claims or damages resulting from, or related to, any computer virus, unauthorized intrusion or related problems that may be associated with using electronic mail, the Internet, or Member's equipment, (vii) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (viii) Member's negligence or breach of any agreement with the Greenwell Financial, (ix) the application of any government or funds-transfer system rule, guideline, policy or regulation, (x) the lack of available funds in Member's account to complete a transaction, (xi) transactions that cannot be completed because funds in Member's account are subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction, or incorrectly entering the PIN or Access Code. Member may request Greenwell Financial to provide deposit reporting services based on information provided by Member. In addition, Member acknowledges that Greenwell Financial system information regarding deposit balances may not include pending transactions, including deposits, withdrawals, and returns, which will determine the actual balance at any given time.

Greenwell Financial will have no liability or responsibility to Member with regard to any other matter, including, but not limited to, its failure to honor a transaction if the Account has insufficient Available Balance, any act or omission by any clearinghouse operator, whether check or electronic, and any other financial institution, and any communications and/or payment network operated by or for financial institutions, including but not limited to, the Board of Governors of the Federal Reserve, NACHA, and the Society for Worldwide Interbank Financial Telecommunications ("SWIFT"). Greenwell Financial will not be responsible for any liability, loss, or damage resulting from Greenwell Financial's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, pandemics, epidemics, public health emergencies, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, insurrection, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by Member or third parties and their personnel; criminal acts; or generally any cause reasonably beyond Greenwell Financial's control.

(b) Survival; No Third Party Beneficiary. This section will survive the termination of this Agreement and any Schedules, Forms, and Exhibits. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST CREDIT UNION UNDER THIS AGREEMENT.

(c) Third Party Claims. If Greenwell Financial receives an adverse claim from any third party against any Account, and Greenwell Financial reasonably believes that it will not be protected if the claim is ignored or that Greenwell Financial has a legal obligation to comply with the claim, Member agrees Greenwell Financial may, in its discretion, comply with the claim by making payment from the affected Account, place a hold on the affected Account or move the disputed funds to a holding account. Any hold or use of a holding account will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Greenwell Financial will have no liability for dishonored transactions which result from such action, and Member agrees to reimburse Greenwell Financial for all costs, including attorney fees, incurred due to such adverse claim.

29. Member Compliance and Liability. Member agrees to comply with all existing and future operating procedures used by Greenwell Financial for processing of transactions. Member further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the NACHA Rules and any other clearinghouse or other organization in which Greenwell Financial is a member or to which rules Greenwell Financial has agreed to be bound. These laws, procedures, rules, regulations, and definitions will be incorporated herein by reference. Member may utilize a courier, armored or otherwise, to deliver or receive Greenwell Financial transactions,

and in so doing, agrees at all times and in all respects that the (a) courier is the agent of Member and not of Greenwell Financial, (b) Greenwell Financial makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by courier, and (c) Member assumes all risk of loss (including loss or theft by third parties or employees of Member or courier) prior to Greenwell Financial's acceptance of deliveries from courier and subsequent to courier's acceptance of deliveries from Greenwell Financial. Member agrees it and courier will be responsible for all loss recovery procedures and processes, although Greenwell Financial will undertake reasonable efforts to facilitate loss recovery.

30. Indemnification. MEMBER WILL INDEMNIFY AND HOLD CREDIT UNION HARMLESS FROM ANY CLAIM, LOSS, PENALTY, ASSESSMENT, COST OR DAMAGE, WHETHER IN CONTRACT OR IN TORT (INCLUDING REASONABLE ATTORNEYS' FEES), AND ARISING OUT OF ANY ERRORS, NEGLIGENCE, ACTION, NON-ACTION, OR INVOLVEMENT BY MEMBER OR CREDIT UNION, OR THEIR RESPECTIVE OFFICERS (INCLUDING INDIVIDUALS PORTRAYING THEMSELVES AS OFFICERS), EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS, AND ATTORNEYS, UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THOSE ASSERTED BY THIRD PARTIES FOR REIMBURSEMENT OR DAMAGES, THOSE RESULTING FROM A BREACH OR NONCOMPLIANCE OF SUCH RULES, REGULATIONS, OR OPERATING PROCEDURES BY MEMBER, THOSE RESULTING FROM THE DELAY OF ANY CLEARINGHOUSE OR ANY FINANCIAL INSTITUTION OTHER THAN CREDIT UNION IN CREDITING, OR THE FAILURE OF SUCH INSTITUTION TO CREDIT THE AMOUNT OF ANY TRANSACTION, AND THOSE WHICH ARISE OUT OF OR UNDER EFTA, ANY APPLICABLE STATE ELECTRONIC FUND TRANSFER RULES OR REGULATIONS, THE NACHA RULES, OR ANY RULES OR GUIDELINES OF ANY AUTOMATED CLEARINGHOUSE, except that such indemnification by Member of Greenwell Financial Parties will not apply to those losses caused solely by Greenwell Financial's gross negligence or willful misconduct. Member agrees to hold Greenwell Financial Parties harmless from any and all losses, costs, suits, expenses, liabilities, damages, and attorneys' fees arising from or related to Greenwell Financial Parties acting in good faith in accordance with instructions or information if Greenwell Financial has followed the procedures as contained in this Agreement, and Member further agrees that Greenwell Financial assumes no responsibility beyond its duty to exercise ordinary care. Member will indemnify Greenwell Financial for any loss or liability from the breach of any of the warranties of an originating Greenwell Financial caused by Member for any Entries initiated by Member. Member agrees to hold Greenwell Financial Parties harmless for all damages resulting from Member's failure to follow all of its or Greenwell Financial's Security Procedures and the terms of this Agreement. The Greenwell Financial reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Member, in which event Member will cooperate with the Greenwell Financial in asserting any available defenses. Member will not settle any action or claims on the Greenwell Financial's behalf without the Greenwell Financial's prior written consent.

31. Information Sharing; Transactions with Member Affiliates.

(a) Greenwell Financial and Affiliates of Greenwell Financial. Member agrees Greenwell Financial may share information with affiliates about Accounts or Services for regulatory compliance, credit decision- making, marketing products and services, administrative and other Greenwell Financial purposes.

(b) Affiliates of Member. In the event Member requests Greenwell Financial to provide Services to a parent of Member, subsidiary, affiliate, or other commonly owned entities, Member agrees it will be jointly and severally liable for such Member's obligations under this Agreement. Member hereby represents and warrants to Greenwell Financial that any and all transfers and commingling of funds required or permitted by any Service or requested by Member, and all other aspects of the performance hereby by Greenwell Financial and Member, have been duly authorized by all necessary parties, including, but not limited to, the holder of each Account, and that Member has obtained and will maintain in its regular business records and make available to Greenwell Financial upon reasonable demand, for a period of ten years after termination of the Service, adequate documentary evidence of such authorization from the holder of each Account, executed by the an individual or individuals duly authorized in accordance with the Account Agreement, and further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw or board resolution of Member or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained in this Agreement will be continuing and will be deemed to be repeated upon Greenwell Financial's performing each transfer and commingling of funds authorized hereunder.

32. Prohibited Transactions. Member agrees not to use or attempt to use any Service: (a) to engage in any illegal purpose or activity or to violate any applicable Law, (b) to breach any contract or agreement by which Member is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) engage in any activity or business that would result in Member being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement, (f) create liability for the Greenwell Financial or its affiliates or cause the Greenwell Financial to lose (in whole or in part) the services of any third party providers, or (g) resell or make any commercial use of any Service, (h) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, (i) involve the sale of counterfeit or stolen items or use the Service to impersonate another person or entity, (j) be defamatory, trade libelous, threatening or harassing, (k) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or be otherwise objectionable. Member acknowledges and agrees that Greenwell Financial has no obligation

to monitor Member's use of any Service for transactions and activity that is impermissible or prohibited under the terms of this Agreement, NACHA Rules or applicable Laws; provided, however, that Greenwell Financial reserves the right to decline to execute any transaction or activity that Greenwell Financial believes violates the terms of this Agreement, NACHA Rules or applicable Laws.

33. Relationship of Parties. Member and Greenwell Financial acknowledge and agree that the relationship of Greenwell Financial and Member is that of debtor and creditor and that this Agreement does not establish or create a general a fiduciary, quasi-fiduciary, special relationship, agency, joint venture, partnership, or employment relationship between them.

34. Reimbursement by Greenwell Financial. Any reimbursement by Greenwell Financial for any liability hereunder may be made either directly to Member or by adjustment of the aggregate ledger and collected balances of Member's Accounts.

35. Term and Termination.

(a) Term and Termination. This Agreement will continue in full force and effect until all of the Services have been terminated. Any of the Services may be terminated at any time by either party upon written notice to the other party. Only the Service(s) specified in such notice will be terminated, and no other of the Services will be affected. All provisions relating to indemnification, limitations of liability, and confidential information will survive termination. Even if this Agreement or any or all of the Services are terminated under this subsection, this Agreement will continue in full force and effect as to all transactions that Greenwell Financial began processing before such termination. Greenwell Financial may terminate this Agreement or Member's access to and its ability to transact any or all Services at any time, effective immediately upon Greenwell Financial's decision. Greenwell Financial will use reasonable efforts to give notice of the termination to Member promptly, and will then provide written confirmation of the termination if the initial notice of termination was not communicated in writing. Greenwell Financial may require execution of additional documents or agreements to continue to transact business using any particular Service. Upon termination of this Agreement, Member will return any hardware provided by Greenwell Financial, including but not limited to, scanners and token device(s), to Greenwell Financial and pay any sums due to Greenwell Financial under this Agreement, including any accrued fees, payments in process, or other charges. Member will reimburse Greenwell Financial for the repair or replacement, at Greenwell Financial's sole discretion, of any hardware, including but not limited to token device(s) not returned in accordance with this Agreement.

(b) Termination by Member. If Member terminates this Agreement or any Service, such termination will not be effective until it is actually received and acknowledged by Greenwell Financial. Since the Service cancellation request can take several days to process, Member should cancel all outstanding payment or transfer orders or other pending transactions, in addition to notifying Greenwell Financial of its desire to terminate the Service. Greenwell Financial will not be liable for payments, transfers, or other transactions not cancelled or payments, transfers, or transactions made due to the lack of proper notification by Member of the Service termination or discontinuance for any reason.

(c) Termination of Licenses; Software. Upon termination of any or all of the Services under this Agreement, all computer software licenses, if any, granted by Greenwell Financial to Member with respect to those terminated Services will automatically terminate. Member will immediately return to Greenwell Financial the original and all copies made of all computer software programs licensed by Greenwell Financial to Member and all other documentation or materials provided to Member by Greenwell Financial in connection with the terminated Service(s). All sums or fees Member owes to Greenwell Financial for any Service will be due and payable in full immediately upon the termination of the Service. Member agrees that Greenwell Financial has a proprietary interest in such software, as well as any records, codes, files, or systems which Member is provided in connection with it (collectively, "Software and Related Items"). Member agrees not to disclose the Software and Related Items except to its employees on a "need to know" basis. Member also agrees not to disclose, and to instruct its employees not to disclose, the Software and Related Items to anyone else. If Member ceases to use the applicable Services, Member will return to Greenwell Financial all the Software and Related Items it has received from Greenwell Financial.

36. Warranties. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SYSTEM AND RELATED EQUIPMENT AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SYSTEM AND ALL OTHER SERVICES, AND EQUIPMENT PROVIDED, LEASED OR SOLD BY CREDIT UNION, IF ANY, ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY CREDIT UNION, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. NO ADVICE OR INFORMATION GIVEN BY CREDIT UNION, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CREDIT UNION ACCEPTS NO LIABILITY FOR ANY DAMAGE THAT ANY EQUIPMENT MAY CAUSE TO MEMBER'S OTHER SYSTEMS OR PROPERTY REGARDLESS OF WHETHER SUCH DAMAGE WAS A RESULT OF CREDIT UNION'S SPECIFICATIONS OR REQUIREMENTS. CREDIT UNION DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL MEET MEMBER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. IN ADDITION, MEMBER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE INTERNET MAY NOT BE SECURE. MEMBER FURTHER

ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SYSTEM IS DONE AT MEMBER'S OWN DISCRETION AND RISK AND THAT MEMBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO MEMBER'S EQUIPMENT OR COMPUTER MACHINES OR LOSS OF DATA THAT RESULTS FROM THE UPLOADING, DOWNLOADING OR OTHER TRANSMISSION OF SUCH MATERIALS AND/OR DATA. IN ADDITION, MEMBER ACKNOWLEDGES AND AGREES THAT CREDIT UNION'S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO MEMBER UNDER THIS AGREEMENT, AND CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

37. **Suspension of Services.** Without liability to any party, and without limiting any other right or remedy available to Greenwell Financial, Greenwell Financial will be entitled to cease or suspend any Service, in whole or in part, in Greenwell Financial's sole discretion and with or without notice to Member.

38. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of California without regard to conflicts of laws principles that would require the application of other law, and Member irrevocably consents and submits to the personal jurisdiction of the state or federal courts located in the State of California. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

39. **Attorneys' Fees.** In the event of any conflict pertaining to the subject matter of this Agreement in addition to any remedies provided in this Agreement or by applicable law, the prevailing party will be entitled to recover all costs and expenses incurred by the prevailing party in defending itself or in enforcing its rights, including but not limited to, court costs, fees of consultants, and reasonable attorneys' fees.

40. **Miscellaneous Provisions.**

(a) **Headings.** The headings and captions contained herein are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

(b) **Severability.** Should any provision of this Agreement, the DOS Form, or any Addendum hereto including any Schedules, Forms, or Exhibits, contravene or conflict with any applicable present or future law or regulation of any regulatory agency, or should any provision be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, then each such provision will be void. This Agreement will be deemed amended to the extent necessary to comply with such statute, regulation, or policy and all other provisions of this Agreement, or any Addendum hereto, including any Schedules, Forms, or Exhibits, will remain in full force and effect. Greenwell Financial will not incur any liability to Member as a result of such violation or amendment.

(c) **Waiver.** No waiver by Greenwell Financial (whether or not in writing) of any term, condition, or obligation of Member will bind Greenwell Financial to waive the same term, condition, or obligation again, nor will any other provision, condition, term, or obligation hereof be affected by such a waiver.

(d) **Binding Effect.** This Agreement will be binding upon and inure to the benefit of Greenwell Financial and Member and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other Person, and no other Person will have any right against Member or Greenwell Financial under this Agreement.

(e) **Incorporation by Reference.** The Business Account Agreement and Disclosures, Master Authorization Form, the DOS Form, any Addenda, Schedules, Forms, Exhibits and Appendices thereto, any Greenwell Financial schedules or forms, and any exhibit to each such document, or on-screen instructions (including the Services) which are referred to herein or, whether delivered or accessed in physical or electronic format, as amended from time to time pursuant to the provisions hereof, will be deemed incorporated herein by reference thereto and will become a part of this Agreement as if fully set forth herein.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

(g) **Transfers and Assignments.** Member cannot transfer or assign any rights or obligations under this Agreement without Greenwell Financial's written consent. Greenwell Financial may assign its rights and delegate its duties under this Agreement to a Person affiliated with Greenwell Financial or to a third party.

(h) **Records Ownership.** All data storage media, security procedures, data, information, and related records used by

Greenwell Financial for transactions contemplated by any Service will be and remain Greenwell Financial's property. Except to the extent that Greenwell Financial is required by law to make information available to Member, Greenwell Financial may, in its sole discretion, determine whether to make available such information upon Member's request. Any expenses incurred by Greenwell Financial in making such information available to Member will be paid by Member. Absent manifest error, the records of Greenwell Financial will be conclusive evidence with respect to the matters governed by this Agreement.

(i) Recording and use of Communications. Member and Greenwell Financial agree that all telephone conversations or data transmissions between them or their agents made in connection with the Service(s) and this Agreement may be electronically recorded and retained by either party by use of any reasonable means. Greenwell Financial will not be obligated to make such recordings.

(j) Construction. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and will be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party

(k) Use of Trademarks. Member may not use Greenwell Financial's name or trademarks without the express written consent of Greenwell Financial. If Member is permitted to use any of Greenwell Financial's name, trademarks or promotional materials, Member will not indicate, directly or indirectly, that Greenwell Financial indorses, or is connected in any way with, any of Member's goods or services.

(l) Further Assurances. The parties agree to execute and deliver all additional documents and give all further assurances reasonably necessary to carry out the intent of the parties with respect to these Services.

(m) Ownership of Website. The content, information and offers on the Website are copyrighted by Greenwell Financial or a vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. Member agrees not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Website, except as provided in this Agreement, without Greenwell Financial's express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on Greenwell Financial's sites are the trademarks, service marks or logos of Greenwell Financial, or others as indicated.

EXHIBIT A DEFINITIONS

The following terms as used in this Agreement, will have the following meanings:

“Account” has the meaning set forth in Section 4.

“Account Agreement” has the meaning set forth in Section 4.

“Account Analysis” has the meaning set forth in Section 22.

“ACH” means Automated Clearing House, a secure electronic network for transferring funds between financial institutions.

“Administrator” has the meaning set forth in Section.

“Agent” means any director, officer, employee, representative, affiliate, third party vendor or any other Person acting on behalf of Member with actual, implied or apparent authority of Member. Greenwell Financial may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

“ANSI” means the American National Standards Institute.

“Authorized Representative” means the individual(s) designated and identified to Greenwell Financial on the Master Authorization Form individuals who are authorized to act on behalf of Member with respect to Treasury Management Services. Member is responsible for promptly notifying Greenwell Financial of any changes to its Authorized Representatives.

“Authorized Wire User Profile” means a list, unique to each Wire User, of the Account(s) and associated limits and authorities for that Wire User with respect to issuing, approval, and verification of payment orders. The Authorized Wire User Profile is constructed from information provided via one or more Wire Transfer Authorization Forms. The delegation of authority by Member’s Administrator, as defined in the Electronic Banking Agreement, will be accepted in lieu of an Authorized Wire User Profile for the initiation and/or approval of Payment Orders made through the Business Electronic Banking System only. Such online Wire Users will not be permitted to initiate or approve wire transfer requests orally or via other channels until an Authorized Wire User Profile is created based on the submission of a Wire Transfer Authorization Form.

“Available Balance” means the positive, unrestricted balances in Member’s Account(s) which are available for withdrawal by Member pursuant to Greenwell Financial’s policies, which are then in effect and, if applicable, the provisions and requirements of Regulation CC and the Federal Expedited Funds Availability Act in effect from time to time.

“Greenwell Financial Parties” the meaning is set forth in Section 28.

“Beneficiary” means the Person who is to receive payment from Member.

“Beneficiary Greenwell Financial” means the Greenwell Financial identified in a Payment Order Instruction in which an account of the Beneficiary is to be credited pursuant to the order.

“Business Day” means a day on which Greenwell Financial is open and conducting substantially all of its normal activity; typically, Monday through Friday, excluding Federal holidays.

“Call Back” means a telephone call from Greenwell Financial to a User to verify the authenticity of Payment Order or Repetitive Payment Order. Call backs will occur in accordance with Greenwell Financial’s default procedures unless a specific instruction is provided in conjunction with an Authorized User Profile. Greenwell Financial’s default procedures for verification may change from time to time without prior notice to Member.

“Check” means a draft bearing the signature of the account holder that is payable on demand, drawn on or payable for or at an office of a United States Financial Institution, whether negotiable or not, and payable and endorsed to Member, and includes Original Checks or Substitute Checks. The term does not include non-cash items or items payable in a medium other than United States Currency.

“Credentials” has the meaning set forth in Section 12(a).

“Credit Entries” are ACH transactions that deposit funds to an Account and have the meaning provided in the NACHA Rules.

“Debit Entries” are ACH transactions that withdraw funds from an Account and have the meaning provided in the NACHA Rules.

“DOS Form” means the Designation of Service form in conjunction with this Agreement, including any exhibits, forms or schedules attached thereto or referenced therein.

“Draw-Down Request” means a request by one Greenwell Financial (Greenwell Financial A), acting on behalf of Greenwell Financial A’s Member, that another Greenwell Financial (Greenwell Financial B) transfer funds from an account at Greenwell Financial B to Greenwell Financial A for credit to the account of Greenwell Financial A’s Member.

“Eastern Time” refers to the time prevailing in the Eastern Time Zone of the United States.

“EFTA” means the Electronic Funds Transfer Act, as amended, 15 U.S.C. §§1693 et seq.

“Check Image” means a digitized image of check, an Image Exchange Item, or any other electronic version of a Check approved by Greenwell Financial for processing through the applicable service.

“Electronic Signature” means an electronic sound, symbol or process attached to or logically associated with any applicable agreement, form, exhibit or schedule, including the DOS Form and executed and adopted by Member with the intent to sign the applicable agreement, form, exhibit or schedule. Member agrees and intends that the submission of an Electronic Signature will be considered the same as Member’s authorized written signature authorizing Greenwell Financial to execute such applicable agreement, form, exhibit or schedule.

“Entries” have the meaning provided in the NACHA Rules and will also mean the data received from Member hereunder from which Greenwell Financial prepares Entries.

“Federal Reserve System” is the central Banking system of the United States.

“Fee Schedule” has the meaning set forth in Section 18.

“FinCEN” means the United States Department of the Treasury’s Financial Crimes Enforcement Network.

“Image Exchange Item” means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

“Image Replacement Document” or “Substitute Check” means a paper production of a Check that satisfies the requirements and definition of a “Substitute Check” provided in Regulation CC.

“Independent Call Back” means a Call Back to a Wire User other than the Wire User who issued the Payment Order Instructions or Repetitive Payment Order Instructions to be verified (i.e., a “Second Wire User”).

“Items” means all debits, including Checks, Image Exchange Items, and Image Replacement Documents, that may be presented to Greenwell Financial for payment or collection.

“Laws” means any statute, act, rule, ordinance, regulation, regulatory guideline and guidance and official commentary of all federal, state and local governments, including the United States of America, and all political subdivisions, administrations, agencies, departments, commissions, boards, bureaus, or instrumentalities of any of them.

“MICR” stands for Magnetic Ink Character Recognition, a special font for printing numbers and symbols in magnetic ink along the bottom of a check to enable financial institutions and others to recognize by automated means the Routing Number, account number, check number, check amount, and other information relevant to that check in accordance with American National Standards specifications for placement and location of MICR printing for an Original Check and American National Standards specifications for an Image Replacement Document for a Substitute Check (unless the Federal Reserve Board, by federal order, determines that different standards may apply).

“Mobile Banking Application” (or “App”) – software designed to operate on a mobile communications device for the specific purpose of interacting with Greenwell Financial’s Business Electronic Banking System.

“Mobile Device” means a tablet or phone capable of communicating with the System via the Mobile Banking App.

“NACHA” means the National Automated Clearing House Association and its successor.

“NACHA Rules” means the standards, rules and procedures established and amended from time to time by NACHA with respect to ACH.

“OFAC” means the federal Office of Foreign Assets Control.

“Online Verification Floor” means, for Payment Orders initiated through Greenwell Financial’s Business Electronic Banking system only, the dollar amount established by Greenwell Financial above which the authenticity of that Payment Order will be verified through a Wire User, if one has been established. If no Wire User exists, Greenwell Financial will contact the Business Electronic Banking Administrator for such verification.

“Original Check” means the first paper Check issued with respect to a particular payment transaction and bearing the signature of the account holder.

“Payment Order” means Member’s instruction to Greenwell Financial, transmitted orally, electronically, or in writing, pursuant to the terms of this Agreement, to pay, or cause another to pay, a fixed amount of money to a Beneficiary.

“Payment Order Instructions” means the information (such as the name and address of the Beneficiary, the Beneficiary’s Greenwell Financial identification, the Beneficiary’s Greenwell Financial account number and the amount of money to be paid) included in a wire transfer and necessary to effect a Payment Order.

“Person” means an individual or an organized entity such as a corporation, limited liability company, partnership, limited partnership, trust, joint venture and association.

“PIN” means personal identification number(s).

“Regulation CC” means 12 C.F.R., Part 229, as it may be amended by the Federal Reserve from time to time.

“Regulation E” means 12.C.F.R., Part 1005, as it may be amended by the Consumer Financial Protection Bureau from time to time.

“Repetitive Wire Transfer Series” means a series of two or more wire transfers for which all or part of the Payment Order Instructions are common to each of the wire transfers.

“Repetitive Payment Order” means Beneficiary Greenwell Financial and account information stored on Greenwell Financial’s Wire Transfer System and accessible via a Repetitive Transfer Number that Member can use to send payments to one or more designated Beneficiaries on a recurring basis.

“Repetitive Transfer Number” means an alphanumeric reference or code that Member uses to access

Repetitive Payment Order information at Greenwell Financial. “Reversals” means data for reversing ACH

Entries.

“Routing Number means (a) the number printed on the face of a check in fractional form or a nine-digit form; or (b) the number in a Greenwell Financial’s endorsement or in fractional or in nine-digit form.

“Secure e-mail” means an email sent by Greenwell Financial to a third party that can only be accessed by the third party using a specific access code.

“Security Procedures” means the measures adopted by Greenwell Financial and Member, including those set forth in this Agreement, including but not limited to Sections 12 and 13, and any applicable Addendum, Schedule, Form or Exhibit.

“Service Provider” means and agent or third party engaged to perform services by Greenwell Financial.

“Substitute Check” means a paper reproduction of an original paper Check as defined in the 21st Century Act and 12 C.F.R. Part 229. “System” means Greenwell Financial’s method of providing on-line access to Greenwell Financial services through its Business Electronic Banking platform.

“UCC” means the Uniform Commercial Code adopted by the State of California with respect to Greenwell Financial..

“UCC 4A” means Article 4A of the UCC.

“United States Financial Institution” means: (i) any Person, located in the United States, engaged in the business of Greenwell Financial; (ii) a Federal Reserve Greenwell Financial; (iii) a Federal Homeland Greenwell Financial; and (iv) to the extent it acts as a payor, the United States Treasury, the United States Postal Service or a State or local government.

“User” means any director, officer, partner, employee, representative, affiliate, third party vendor or any other Person

designated by an Administrator or an Authorized Representative acting on behalf of Member in reference to a specific Service offered by Greenwell Financial and used by Member.

“Verification Floor” means the amount of a Payment Order above which Greenwell Financial will verify the authenticity of such order by Call Back or Independent Call Back. Unless otherwise specified by Member via a Wire Transfer Authorization Form, the Verification Floor will be established by Greenwell Financial and may change from time to time.

“Website” means www.greenwellfinancial.org

“Wire Transfer Services” means the funds transfer services provided by Greenwell Financial to Member pursuant to this Agreement.

“Wire Transfer System” means a wire transfer network, or other communication system through which Member’s Payment Order may be transmitted by Greenwell Financial to the Beneficiary Greenwell Financial.

“Wire User(s)” means the Person(s), identified in Member’s Wire Transfer Authorization Form, and established in an Authorized Wire User Profile, authorized by Member or Administrator to issue Payment Orders to Greenwell Financial on Member’s behalf.