
GREENWELL FINANCIAL ONLINE WIRE TRANSFER SERVICE ADDENDUM

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

Wire Transactions: Member wishes to initiate a wire transfer through Greenwell Financial (each a “Wire Transfer”) to accounts maintained at other depository financial institutions. The beneficiary and dollar amount for a Wire Transfer under this Addendum may be limited. These limits are designed to be flexible to protect the security and integrity of the Service and accounts, of Greenwell Financial, the Member, and all other users of the Service. Based on confidential fraud and essential risk criteria, the limits may be modified at Greenwell Financial’s sole discretion without advance notice. The types of wire transfers that can be initiated, the eligible recipients, and applicable limits will be identified to the Member when the Member sets up a Wire Transfer online. Greenwell Financial reserves the right to reject any Wire Transfer Request. Greenwell Financial may restrict the use of wire transfers for new accounts and newly added joint account holders and authorized signers.

Method Used to Execute the Wire Transfer: Greenwell Financial may select any means for the transmission of funds that Greenwell Financial considers suitable, including but not limited to Fedwire. Greenwell Financial may make use of correspondents, agents, subagents, and funds transfer and communication systems. Such third parties shall be deemed the Member’s agents, and Greenwell Financial shall not be liable for any errors, delay, mis-delivery, or failure of delivery by any of them unless applicable law says otherwise.

Cut-Off Times: Greenwell Financial has specific cut-off hours for processing Wire Transfers. If a wire request is received by 1:00 pm PT and verified through the security procedures outlined in the section below titled “Security Procedures,” funds will be processed the same business day. If it is received after 1:00 pm PT and verified through the security procedures, funds may be processed the next business day. Greenwell Financial may treat any Wire Transfer Request received at or after the cut-off time as if it was received that business day, or Greenwell Financial may treat it as if the wire was received at the opening of the next business day.

Security Procedures: The Member agrees and consents to the use of certain security procedures to confirm the validity of the Wire Transfer Request made pursuant the MTMSA and to this Addendum. The Member understands the security procedures are not designed to detect errors in the content of the Wire Transfer Request or to prevent duplicate transfers. Some elements of the procedures will vary, depending upon the method used to initiate a Wire Transfer. The Member hereby agrees that the utilization of any security procedure established hereunder shall constitute an agreement to its use and affirmative acknowledgment of its commercial reasonableness. The Member further agrees that any Wire Transfer Request that is acted upon in good faith by Greenwell Financial in compliance with these security procedures, whether in fact authorized by the Member, shall constitute an authorized Wire Transfer. The following security procedures shall apply to this Addendum: Before accepting any such Wire Transfer Requests, Greenwell Financial will: (1)

perform verification on the individuals initiating the Wire Transfer Request that is designed to ensure they are the individuals authorized to initiate a Wire Transfer for the account in question; (2) apply fraud-related screens to the wire instructions; (3) contact the Member using information from the Member account records to verify the Wire Transfer (this contact may be through a method different than the one used to request the Wire Transfer (e.g., phone versus e-mail) or it may be through the same channel to obtain a password or other information that only you should have); and (4) request and receive any other proof of identification or any other documentation from you or the Member's authorized representative, which Greenwell Financial may, in our sole discretion, require under the circumstances.

The Member may set-up recurring wires to send to other parties. If wire information is listed on the Business e-Banking: Wire Origination form as a recurring wire, the Member understands Greenwell Financial may automatically process wire for the member when received through the online system without contacting the Member for verification. To fall within these guidelines the online wire request must be within the amount range provided, initiated to the same beneficiary name, and sent to same beneficiary account number as listed in the Wire Origination form.

Force Majeure: Greenwell Financial will not be liable for any inability to perform its obligations under this Addendum when such inability arises out of causes beyond its control, including but not limited to, any act of God, accident, labor disputes, Greenwell Financial is taken into a conservatorship, system failure, equipment malfunction, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or the failure of any third party to provide any electronic or telecommunication service used in connection with the execution or cancellation of a Wire Transfer.

Inconsistency of Name and Account Number: The Member acknowledges and agrees that when the Member (or a Member's authorized representative) provides Greenwell Financial with a name and account number to process a Wire Transfer, payment may be made by the beneficiary's/designated recipient's bank solely on the basis of the account number, even if the account number identifies a person different from the beneficiary so named. Greenwell Financial or an intermediary financial institution may send a Wire Transfer to an intermediary bank or beneficiary's/designated recipient's bank based solely on the bank identifying number, even if the payment order indicates a different name. Greenwell Financial may rely on all information contained in the Wire Transfer Request, regardless of who may have provided the information. You further agree that the Member's obligation to pay the amount of a Wire Transfer is not excused in such circumstances. Except as provided by applicable law, any losses resulting from an incorrect account number, or the Members misidentification of the beneficiary/designated recipient is the Members responsibility and not ours.

Acceptance and Execution of Request by Greenwell Financial: A Wire Transfer Request is considered accepted when Greenwell Financial executes it. Please refer to the "Cut-Off Times" section for more details. You can verify whether the Wire Transfer Request has been executed by calling Greenwell Financial at 800.421.7111.

Payment to Greenwell Financial: The Member must pay Greenwell Financial the amount of the Wire Transfer, plus any applicable fees before Greenwell Financial will execute the Wire Transfer Request. Please contact the Member Care Center for fees applicable to Wire Transfers and any other related pre-payment disclosures.

Rejection of a Wire Transfer: Greenwell Financial has no responsibility to accept any incoming Wire Transfer(s) for the Members benefit. Likewise, Greenwell Financial have a right to reject any Wire Transfer Request(s) for an outgoing Wire Transfer for reasons including, but not limited to, insufficient or uncollected funds in the account specified in the Wire Transfer Request, a request that fails the security procedures outlined in the section on Security Procedures, our inability to execute the Wire Transfer for the reasons set out in the section of this agreement entitled Method Used to make the Wire Transfer above, or if Greenwell Financial is unable to verify the authenticity of the Wire Transfer Request. If Greenwell Financial stops a domestic outgoing Wire Transfer, the fee shall be refunded.

Notice of a Wire Transfer Not Executed: If Greenwell Financial determines, in its sole discretion, not to execute, or accept a Wire Transfer Request, Greenwell Financial will endeavor to notify the Member, but shall have no liability for delay or failure to do so. Greenwell Financial will also endeavor to notify the Member promptly if a Wire Transfer is returned after its execution but shall have no liability by reason of delay or failure to do so. Further, there shall be no obligation to resend a Wire Transfer if Greenwell Financial complied with the original Wire Transfer Request and such Wire Transfer was returned.

Cancellation or Amendment of Wire Transfer: Once Greenwell Financial receives a Wire Transfer Request, it may not be able to be canceled or amended. Greenwell Financial may use reasonable efforts to act on any request for cancellation or amendment, provided that the method by which Greenwell Financial is notified of a request for cancellation or amendment complies with our security procedures. Greenwell Financial shall have no liability if such cancellation or amendment is not affected. The Member agrees to indemnify and hold Greenwell Financial harmless from any and all liabilities, claims, damages, costs, and expenses incurred attempting to cancel or amend the Wire Transfer. Any cancellation or amendment of a Wire Transfer by Greenwell Financial shall relieve Greenwell Financial of any obligation to act on the original Wire Transfer Request.

Account Statements: Except as provided by applicable law, the Member agrees that Greenwell Financial is not required to provide a separate notice of incoming or outgoing Wire Transfer. All Wire Transfers will be reflected on the Member's periodic deposit statement. The Member is encouraged review statements for any discrepancies, unauthorized transactions, or errors in connection with any Wire Transfers. Except as otherwise provided herein, if a Wire Transfer is thought to be wrong or if more information about a Wire Transfer is needed, contact Greenwell Financial in writing upon discovery of the error or within fourteen (14) days from the date the statement postmark or otherwise available, whichever is earlier. If Member reports a transaction was unauthorized, Member agrees to: (1) submit the claim of unauthorized transaction in writing to Greenwell Financial by completing a declaration under penalty of perjury describing the claim of unauthorized transaction (in an affidavit form approved by Greenwell Financial, if so requested); (2) file a police report; (3) complete and return to Greenwell Financial any documents requested of Member; and (4) in all respects, cooperate fully with Greenwell Financial in Greenwell Financial's investigation of the claim of unauthorized transaction. Failure to do so will relieve Greenwell Financial of any obligation to pay interest on the amount of an unauthorized or erroneous Wire Transfer for which Greenwell Financial are liable. Furthermore, the Member will also be liable for any damages or losses Greenwell Financial may incur as a result of the Members failure to notify within the time period stated in this section.

Change in Authorized Representative: Any changes in the authority of persons authorized to make a Wire Transfer on the Members behalf shall not be binding until Greenwell Financial has received written notice from you. The notice must be in a form acceptable to Greenwell Financial and be given within a reasonable period of time to act upon the change.

Duty of Reasonable Care: Greenwell Financial shall exercise good faith and reasonable care in processing Wire Transfer Requests. The Member shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating Wire Transfer Requests to Greenwell Financial, and in reviewing periodic statements for any discrepancies.

Liability of Greenwell Financial: Greenwell Financial shall be responsible only for performing the Wire Transfer Service expressly provided for in this Addendum; provided, Greenwell Financial shall be liable only for its own gross negligence or willful misconduct in performing such Service. Greenwell Financial shall not be liable to any third party or for any act or omission of the Members or any third party, including, but not limited to, third parties used in executing a Wire Transfer or performing a related action, and no such third party shall be deemed to be our agent. IN NO EVENT SHALL GREENWELL FINANCIAL BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, PUNITIVE,

SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSSES, OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE WIRE TRANSFER SERVICE, EVEN IF GREENWELL FINANCIAL HAVE BEEN ADVISED OF THE POSSIBILITY OF SAME. Except as otherwise provided by applicable law, the maximum period for which Greenwell Financial shall be liable for interest on any amount to be refunded or paid with respect to an unauthorized, erroneous, or other Wire Transfer Request is thirty days.

Interest Compensation: In the event Greenwell Financial is liable to the Member for interest compensation under this Addendum, or applicable law, interest shall be calculated at the average of Greenwell Financial's deposit rate for the period involved; or at such other rate that Greenwell Financial may agree to, in writing, from time to time.

Liability of the Customer: Except as otherwise provided by law, the Member shall be liable for any loss or damage to which the Member's negligence contributed to or which resulted in unauthorized, fraudulent, or dishonest acts by the Member's current and/or former authorized representatives. Such liability includes instances when a current or former authorized representative affects one or more Wire Transfers or improper use of security procedures to affect a Wire Transfer to the Member's detriment.

Compliance with Anti-Money Laundering and Exchange Control Regulations and OFAC Enforced Sanctions:

The Member warrants all Anti-Money Laundering and Exchange Control laws and regulations including economic and trade sanctions promulgated by the Office of Foreign Assets Control of the U.S. Department of Treasury in relation to any Wire Transfer will be adhered to. In particular, the Member warrants that the information given to Greenwell Financial by the Member is accurate. Greenwell Financial may disclose any information that Greenwell Financial in its sole discretion thinks necessary or desirable to disclose; except Greenwell Financial will only disclose confidential information if required by law, a court, or legal, regulatory, or governmental authority, or as permitted by law in order to combat, prevent, or investigate issues arising under anti-money laundering laws, economic sanctions, or criminal law. Sometimes legal, regulatory, or governmental authorities require additional information, either with respect to individuals, entities, or particular transactions. The Member agrees to promptly supply all such information, which any such authority may require, and/or which Greenwell Financial may be required to supply, in relation to the individual, entity, or particular transaction.

If the Member, or the Member's authorized representative, breach any such laws or regulations, the Member irrevocably agrees that Greenwell Financial may retain any monies or funds transmitted to us pursuant to this Addendum and/or not fulfill any Wire Transfer Request if Greenwell Financial are required to take or refrain from such action by any legal, regulatory, or governmental authority or if Greenwell Financial reasonably believe that such action may violate any laws or regulations described herein, and such monies shall not bear interest against us. The Member further agrees that Greenwell Financial may pay such monies to the appropriate legal, regulatory, or governmental authority, if and when required by law.

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

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

Addendum. The Member's agreement to indemnify and hold harmless shall survive the expiration and/or termination of this Addendum and all provisions contained herein.

Termination of Addendum: Greenwell Financial may terminate the right to make Wire Transfers at any time or amend or change the terms of this Addendum or cancel this Addendum without advance notice.

Entire Addendum: This Addendum together with the Business Account Agreement and MTMSA, are the complete and exclusive statement of the agreements between Greenwell Financial and Member with respect to the subject matter hereof. Greenwell Financial may amend any of the terms and conditions contained in this Addendum at any time. Such amendments will become effective immediately upon Member's receipt of notice in the manner provided in the MTMSA.

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