



ORION FINANCIAL ACH DISCLOSURE

THIS ACH ORIGINATION SERVICE ADDENDUM (hereinafter, this "Agreement") is made by and between Orion Financial and the undersigned corporation, partnership, limited liability company, sole proprietorship, non-profit association or organization, or other commercial entity or government or other public entity (the "Member") and is incorporated by reference into the parties' Master Treasury Management Services Agreement (the "MTMSA"). By selecting the ACH Origination Services on the Enrollment Form, the Member agrees to the terms of this ACH Origination Services Addendum (the "ACH ORIGINATION SERVICE ADDENDUM") and this ACH Origination Services Addendum thereby becomes a part of the MTMSA. This Addendum applies to all ACH and funds transfer services made available by Orion Financial to Member pursuant to this Agreement (hereinafter the "Service"). The Service may be used in conjunction with the Digital Banking Agreement (or "Digital Banking Service"), and this Appendix 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 Agreement shall be effective when the MTMSA is signed by both parties. Member agrees to the following terms and conditions:

ACH Transactions: Member wishes to initiate credit and/or debit Entries through Orion Financial to accounts maintained at Orion Financial and in other depository financial institutions by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and Orion Financial's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "Rules") with respect to such Entries. This Agreement sets forth the terms and conditions pursuant to which Orion Financial will provide to Member the ACH Services outlined herein ("Services"). Member hereby requests Orion Financial to provide the Service described in this Agreement. By executing this Agreement and/or using the Services described in this Agreement, Member accepts and agrees to all terms, conditions, and provisions of this Agreement and agrees that this Agreement sets forth the terms and conditions pursuant to which Orion Financial will provide to Member the Service outlined herein. To the extent that Member transmits Entries via the Internet, Member must execute the Internet Banking System agreement which is hereby incorporated by reference and made a part hereof. In the event of inconsistency between a provision of this Agreement, the Uniform Commercial Code ("UCC"), the Internet Banking System agreement, and/or the Depository Agreement, the provisions of this Agreement shall prevail. Terms not otherwise defined in this Agreement shall have the meaning ascribed to those terms in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Member hereunder from which Orion Financial initiates each Entry.

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

Member Representations and Warranties; Indemnity: With respect to each Transaction, Member represents to Orion Financial and agrees that (a) each person involved in the Transaction has authorized the Transaction and the debiting of Member's account in the amount and on the date shown on such Transaction, (b) such authorization is operative at the time of transmittal or crediting by Orion Financial as provided herein, (c) Transactions transmitted to Orion Financial by Member are limited to those Transactions authorized by Orion Financial, (d) Member shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanction laws administered by OFAC, and (e) Member shall be bound by and comply with all laws, statutes, regulations, rules, orders, etc., as in effect from time to time, including without limitation rules governing provisional payment of a Transaction until receipt of final settlement for such Transaction. If settlement for a Transaction is not received, the receiving depository financial institution shall be entitled to a refund from the receiver of the amount credited, and Member shall not be deemed to have paid the receiver the amount of the Transaction. Member agrees Orion Financial may debit Member's Authorized Accounts to effectuate any refund, reimbursement, or other amounts due.



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Member shall indemnify Orion Financial against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements, including unauthorized actions initiated or caused by Member or agents, Orion Financial's actions in reasonable reliance upon instructions, notices, information and data Member provides to Orion Financial (including without limitation Orion Financial's crediting the amount of any Transaction to the account of any person).

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

Authorized Accounts: Member represents to Orion Financial that: (a) the Authorized Accounts will be maintained primarily for commercial purposes; and (b) the Authorized Accounts shall at all times have a balance of immediately available funds sufficient to meet Member's payment obligations under this Agreement. Orion Financial may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting one or more Authorized Accounts, and shall credit the Authorized Accounts for any amount received by Orion Financial by reason of the return of a Transaction transmitted by Orion Financial for which Orion Financial has previously received payment or credit from Member. Such credit or debit shall be made as of the day of such receipt by Orion Financial. In the event there are not sufficient available funds in the Authorized Accounts, less any reserve requirement, to cover Member's obligations under this Agreement, Member agrees that Orion Financial may debit any account maintained by Member with Orion Financial or that Orion Financial may set off against any amount it owes to Member, in order to obtain payment of Member's obligations under this Agreement. Orion Financial is not obligated to complete the processing of Transactions when the total amount of such Transactions exceeds the balance of available funds in the Authorized Accounts. If Orion Financial processes any Transaction when the balance of available funds in the Authorized Accounts is inadequate, it does not constitute an obligation to process similar Transactions at any other time. Upon notice of insufficient amounts in the Authorized Accounts, Member shall have five (5) business days to deposit sufficient funds to cure the breach under this Agreement. Failure to do so shall result in the immediate termination of Orion Financial's duty to process Transactions under this Agreement and shall constitute grounds for immediate termination of this Agreement without notice to Member.

Balance Requirements: Member acknowledges that transfers or disbursement of funds pursuant to this Agreement may create credit risk for Orion Financial. Orion Financial may, from time to time and in Orion Financial's absolute discretion, establish file limits, daily limits, risk period limits and other limits as Orion Financial deems appropriate on the amounts and/or aggregate amounts of Transactions that Orion Financial will process. Orion Financial will notify Member in writing of such limits and Orion Financial will not be obligated to process Transactions that exceed the limits Orion Financial has established. Orion Financial will have no liability to Member for Orion Financial's refusal to process Transactions or to transfer or disburse funds when Member does not have sufficient funds in Member's Authorized Accounts. Orion Financial's processing of Transactions in excess of

Orion Financial is the trade name of Orion Federal Credit Union.



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established limits on one or more occasions, will not be deemed a waiver of, or otherwise limit, Orion Financial's right at any subsequent time to refuse to process Transactions in accordance with this paragraph.

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

Notice of Returned Entries: Member will be notified of a returned entry no later than one (1) business day following such receipt. Orion Financial shall have no obligation to retransmit a returned entry if in compliance with the terms of this agreement with respect to the original entry.

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

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

OFAC: Member acknowledges that Member is not allowed to transmit entries that violate the laws of the United States, including sanctions enforced by the Office of Foreign Assets Control ("OFAC") of the United States Treasury Department, as in effect from time to time. Member warrants that Member will not violate OFAC-enforced sanctions and will not act on behalf of, or transmit funds to or from, any party subject to such sanctions. Furthermore, Member acknowledges that it is the Member's responsibility and not ours to obtain information regarding OFAC enforced sanctions. Such information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's Web site at <http://www.ustreas.gov/ofac>.

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



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

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

Notices and Instructions: Except, as otherwise expressly provided herein, Orion Financial shall not be required to act upon any notice or instruction received from Member or any other person, or to provide any notice or advice to Member or any other person with respect to any matter. Orion Financial shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized person, and any such communication shall be deemed to have been signed by such person.

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

Indemnification: In consideration of Orion Financial agreeing to originate ACH transaction in the manner set forth herein, the Member shall forever indemnify and hold Orion 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 Orion Financial may incur without regard to the merit or lack thereof, arising out of, or related in any way to the matters set forth herein, or to the ACH Service, which shall be provided pursuant to the terms of this Agreement. The Members agreement to indemnify and hold harmless shall survive the expiration and/or termination of this Agreement and all provisions contained herein.

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

Entire Agreement: This Agreement together with the Membership and MTMSA, are the complete and exclusive statement of the agreement between Orion Financial and Member with respect to the subject matter hereof and supersedes any prior agreement(s) between Orion Financial and Member with respect to such subject matter. Orion Financial may amend any of the terms and conditions contained in this Agreement at any time. Such amendments will become effective immediately upon Member's receipt of written notice or upon a later date specified in Orion Financial's such notice to Member.

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