



ORION FEDERAL CREDIT UNION ONLINE WIRE TRANSFER SERVICE ADDENDUM

THIS ONLINE WIRE TRANSFER 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 Wire Transfer Services on the Enrollment Form, the Member agrees to the terms of this Wire Transfer Services Addendum (the "ONLINE WIRE TRANSFER SERVICE ADDENDUM") and this Wire Transfer Services Addendum thereby becomes a part of the MTMSA. This Addendum applies to all wire 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 Services"), 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:

Wire Transactions: Member wishes to initiate a wire transfer through Orion Financial to accounts maintained at Orion Financial and in other depository financial institutions. The beneficiary and dollar amount for a Wire Transfer under this agreement may be limited. These limits are designed to be flexible to protect the security and integrity of the service and accounts, of Orion Financial, the Member, and all other users of the service. Based on confidential fraud and essential risk criteria, they may be modified at Orion 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 you when you set up a Wire Transfer online. Orion Financial reserves the right to reject any Wire Transfer Request. Orion Financial may restrict the use of wire transfers for new accounts and newly added joint account holders.

Method Used to Execute the Wire Transfer: Orion Financial may select any means for the transmission of funds that Orion Financial considers suitable, including but not limited to Fedwire. Orion 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 Orion 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: Orion Financial has specific cut-off hours for processing Wire Transfers. If a wire request is received by 4:00 pm CT 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 4:00 pm CT and verified through the security procedures, funds may be processed the next business day. Orion Financial may treat any Wire Transfer Request received at or after the cut-off time as if it was received that business day, or Orion 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 Agreement. 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 agree 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 Orion 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 Agreement: Before accepting any such Wire Transfer Requests, Orion Financial will: (1) perform verification on the individuals initiating the Wire Transfer Request that is designed to ensure they are the individuals previously 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 Orion Financial may, in our sole discretion, require under the circumstances.

Force Majeure: Orion Financial will not be liable for any inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including but not limited to, any act of God, accident, labor disputes, Orion Financial failures, 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) provide Orion Financial with a name and account number to process a Wire Transfer, payment maybe 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. Orion 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. Orion 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 Orion Financial: A Wire Transfer Request is considered accepted when Orion 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 Orion Financial at 901-385-5200, Monday through Friday from 8:00 am CT to 5:00 pm CT.

Payment to Orion Financial: The Member must pay Orion Financial the amount of the Wire Transfer, plus any applicable fees before Orion 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: Orion Financial has no responsibility to accept any incoming Wire Transfer(s) for the Members benefit. Likewise, Orion 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 Orion Financial is unable to verify the authenticity of the Wire Transfer Request. If Orion Financial stops a domestic outgoing Wire Transfer, the fee shall be refunded.

Notice of a Wire Transfer Not Executed: If Orion Financial determines, in its sole discretion, not to Orion Financial, execute, or accept a Wire Transfer Request, Orion Financial will endeavor to notify the Member, but shall have no liability for delay or failure to do so. Orion 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 Orion Financial complied with the original Wire Transfer Request and such Wire Transfer was returned.

Cancellation or Amendment of Wire Transfer: Once Orion Financial receives a Wire Transfer Request, it may not be able to be canceled or amended. Orion Financial may use reasonable efforts to act on any request for cancellation or amendment, provided that the method by which Orion Financial is notified of a request for cancellation or



amendment complies with our security procedures. Orion Financial shall have no liability if such cancellation or amendment is not affected. The Member agrees to indemnify and hold Orion Financial harmless from 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 Orion Financial shall relieve Orion Financial of any obligation to act on the original Wire Transfer Request.

Account Statements: Except as provided by applicable law, the Member agrees that Orion 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 Orion 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. Failure to do so will relieve Orion Financial of any obligation to pay interest on the amount of an unauthorized or erroneous Wire Transfer for which Orion Financial are liable. Furthermore, the Member will also be liable for any damages or losses Orion 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 Orion Financial has received written notice from you. The notice must be in a form acceptable to Orion Financial and be given within a reasonable period of time to act upon the change.

Duty of Reasonable Care: Orion 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 Orion Financial, and in reviewing periodic statements for any discrepancies.

Liability of Orion Financial: Orion Financial shall be responsible only for performing the Wire Transfer Service expressly provided for in this Agreement; provided, Orion Financial shall be liable only for our own gross negligence or willful misconduct in performing such service. Orion 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 ORION 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 THE CREDIT UNION HAVE BEEN ADVISED OF THE POSSIBILITY OF SAME. Except as otherwise provided by applicable law, the maximum period for which Orion 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 Orion Financial is liable to the Member for interest compensation under this Agreement, or applicable law, interest shall be calculated at the average of Orion Financial's deposit rate for the period involved; or at such other rate that Orion 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 Members negligence contributed or which resulted in unauthorized, fraudulent, or dishonest acts by the Members 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 Members 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

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



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 Orion Financial by the Member is accurate. Orion Financial may disclose any information that Orion Financial in its sole discretion thinks necessary or desirable to disclose; except Orion 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 Orion Financial may be required to supply, in relation to the individual, entity, or particular transaction.

If the Member, or the Members authorized representative, breach any such laws or regulations, the Member irrevocably agrees that Orion Financial may retain any monies or funds transmitted to us pursuant to this Agreement and/or not fulfill any Wire Transfer Request if Orion Financial are required to take or refrain from such action by any legal, regulatory, or governmental authority or if Orion 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 Orion 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 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 accept Wire Transfer Requests 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 Wire Transfer 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 of Agreement: Orion Financial may terminate the right to make Wire Transfers at any time or amend or change the terms of this Agreement or cancel this Agreement without advance notice.

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 Wire Transfer 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.