Orion Financial Positive Pay Services Addendum

This Positive Pay Services Addendum (the "Addendum") is made by and between Orion Federal Orion Financial dba Orion Financial ("Orion Financial") and Member (the "Member") and is incorporated by reference into the parties' Master Treasury Management Services Agreement (the "Agreement"). By selecting Positive Pay on the Authorization and Agreement for Treasury Services, Member agrees to the terms of this Addendum and this Addendum becomes a part of the Agreement. This Addendum applies to all Positive Pay and funds transfer services made available by Orion Financial to Member pursuant to this Addendum (the "Services"). The Services may be used in conjunction with the Digital Banking Services, and this Addendum shall be construed consistently with the terms of the Agreement, as applicable. Unless otherwise defined in this Addendum or in the Agreement, the terms used in this Addendum shall have the same meaning as set forth in Article 4A of the State of Tennessee's Uniform Commercial Code and, to the extent applicable, the Electronic Fund Transfer Act and its implementing regulations. This Addendum shall be effective when the Agreement is executed by Member.

ACH POSITIVE PAY. Member may utilize ACH Positive Pay Services for accounts maintained at Orion Financial. Member will establish and maintain, through the online system utilized for Positive Pay, a list of approved companies that may receive Member funds via ACH. Such companies will include a Company ID. Orion Financial will verify, on its ACH processing system, incoming ACH debits against Member's then-current list of approved companies and in accordance with the rules in place for each company. Debits that do not match the Company IDs on Member's list or do not otherwise accord with the rules in place for the corresponding company will be considered unauthorized ACH debits. Such unauthorized ACH debits will be identified, and Orion Financial will notify Member of such unauthorized transactions. Member shall manage its users, approved companies, and rules associated with the companies through the online system utilized for the Services. Member agrees to maintain the list(s) contemplated in this paragraph up-to-date at all times. Instructions received through the online system utilized for the Services will be sent to Orion Financial's ACH processing system for updating.

Orion Financial will pay (charge to Member's Account) or return (to the Originating Financial Institution) unauthorized ACH debits pursuant to Member's instructions as selected in this online system utilized for the Services (e.g. Pay Selected; Return Selected), or pursuant to the default return decision applied at the Deadline within the online system utilized for the Services. Orion Financial shall not be obligated to comply with any Pay or Return request received after a Deadline and may treat such request as though it had not been received. Orion Financial will notify Member of any unauthorized ACH debit item by email and/or text message sent to the email address(es) or phone number(s) on file and specified for that purpose. If Member does not make the necessary Pay or Return request or decision by the Deadline, Orion Financial will utilize the default decision of Return. Member acknowledges and understands that Pay or Return decisions made by Member will only be made for transactions deemed unauthorized in accordance with this Addendum. Transactions that are not determined to be unauthorized through the Positive Pay Service will not require Member's Pay or Return decision. Member's failure to receive email and/or text message notifications for any reason shall not affect Member's responsibility to make the appropriate Pay or Return request by the Deadline. The failure of Member to receive e-mail and/or text transmissions for any reason does not affect Member's responsibility to make the appropriate Pay or Return request by the Deadline.

Except as expressly provided otherwise in this Addendum, if Orion Financial pays an unauthorized ACH debit in accordance with a Pay request issued by Member, such payment shall be proper, and Member waives any right Member may have to assert that the unauthorized ACH debit was not properly payable. If Orion Financial returns an unauthorized debit in accordance with the Return system default applied at deadline or in accordance with a Return request issued by Member, the dishonor shall be proper, and Member waives any right Member may have to assert that the return was improper. Member agrees that Orion Financial has exercised ordinary care if Orion Financial pays or returns an unauthorized ACH debit consistent with the provisions of this Addendum. If an unauthorized ACH debit is paid improperly, Orion Financial will be liable to Member for the lesser of (i) the amount of the improperly paid unauthorized ACH debit, or (ii) Member's actual damages resulting from such improper payment. Orion Financial retains the right to assert Member's failure to exercise reasonable care. Orion Financial retains the right to assert the defense that Member has sustained no actual damages because Orion Financial's payment of the unauthorized ACH debit discharged Member's indebtedness. Notwithstanding anything in the Agreement or this Addendum, Orion Financial shall have no liability to Member for wrongful dishonor of an ACH transaction when Orion Financial, acting in good faith, returns an unauthorized ACH debit: (a) that is reasonably believed by Orion Financial to not be properly payable; (b) if there are insufficient available funds on deposit in the Account(s); or (c) if required to do so by the service of legal process on Orion Financial or the instruction of regulatory or government authorities or courts with jurisdiction over Orion Financial. Anything to the contrary herein notwithstanding. Orion Financial shall have no liability to Member for wrongful dishonor when Orion Financial, acting in good faith, returns and unauthorized debit; (a) that is reasonably believed was not properly payable; or (b) if there are insufficient Available Funds on deposit in the Account(s); or (c) if required to do so by the service of legal process on Orion Financial or the instruction of regulatory or government authorities or courts.

For ACH debit entries presented to a commercial account using a consumer Standard Entry Class (SEC) code, including but not limited to PPD or WEB, Member will be required to complete and sign a Written Statement of Unauthorized Debit ("WSUD") when requesting the return of an entry as unauthorized or otherwise subject to a WSUD requirement under the NACHA Operating Rules. A return decision submitted through the ACH Positive Pay Service does not replace the requirement to provide a properly

completed and signed WSUD when applicable. Member agrees to provide the WSUD to Orion Financial within the timeframe specified by Orion Financial to allow the return to be processed in accordance with applicable NACHA rules and deadlines. Failure to provide the required documentation within the specified timeframe may prevent Orion Financial from processing the requested return using the applicable return reason code. Member acknowledges that ACH return eligibility, documentation requirements, and applicable return deadlines are governed by the NACHA Operating Rules and may vary based on the SEC code, return reason, and circumstances of the transaction.

CHECK POSITIVE PAY. Member may utilize Check Positive Pay Services for accounts maintained at Orion Financial. Upon issuing a check, Member will identify, through the online system utilized for Positive Pay, the check with sufficient information to enable Orion Financial to identify the issued check in accordance with the requirements below. When a check on Member's account is presented for payment, Orion Financial will verify such check against the Member's issued check(s) identified in the Positive Pay Service. Checks that do not match Member's issued checks will be considered unauthorized checks. Such unauthorized checks will be identified, and Orion Financial will notify Member of such unauthorized transactions. Member shall manage its users and issued checks through the online system utilized for the Services. Instructions received through the online system utilized for the Services will be sent to Orion Financial's check processing system for updating.

Stop payments are not processed through Check Positive Pay. A stop payment request may be submitted through Digital Banking or by calling or visiting one of our branch locations. A written or electronically signed stop payment confirmation may be required within 14 days of all verbal requests. Stop payment requests are subject to a Stop Payment Fee. See the Fee Schedule for details.

NACHA Rules prohibit the conversion of business checks as long as they meet the standards published in the NACHA Rules. Member is responsible for ensuring that Member's checks meet these standards to utilize the Services. Check Positive Pay will not stop checks that have been converted to ACH entries.

METHOD USED TO EXECUTE THE CHECK POSITIVE PAY SERVICE. Member will enter their issued item(s) manually or through electronic upload through the online system utilized for Positive Pay, in a format acceptable to Orion Financial, containing all elements required by such system. The issued item(s) must accurately state, at a minimum, the Account/MICR number, serial/check number, and exact dollar amount of each check.

In the event of a system failure, either that of Member or Orion Financial, and the issued item(s) cannot be received by Orion Financial, or Orion Financial cannot process the file, the file shall be considered not received, even if Orion Financial has possession of the file.

Orion Financial will compare each presented check with the check number and amount against the issued item(s) received from Member by Orion Financial. On each banking day, Orion Financial may pay each presented check that matches the check number and amount of the check shown in any issued item(s) file or single issued items.

CUT-OFF TIMES. Member will be notified of ACH or check items deemed unauthorized in accordance with this Addendum. Member can review the unauthorized items through the online system utilized for Positive Pay. The unauthorized items must be reviewed and a decision (e.g. Pay Selected; Return Selected) made by Member no later than 12:00 PM Central Time ("Deadline"). If a decision is not completed by Member by the Deadline, the default decision of Return will be processed.

SECURITY PROCEDURES. Member agrees and consents to the use of certain security procedures to confirm the validity of the Positive Pay items and decisions made pursuant to the Agreement and this Addendum. Member understands the security procedures are not designed to detect errors in the content of any Positive Pay item. Some elements of the procedures may vary depending on the method used to initiate the Positive Pay transaction. Member understands and agrees that the utilization of any security procedure established under the Agreement and this Addendum shall constitute an agreement to its use and affirmative acknowledgment of its commercial reasonableness. Member further agrees that any Positive Pay decisions are acted upon in good faith by Orion Financial in compliance with the security procedures, and any associated transaction, whether or not actually authorized by Member, shall constitute an authorized Positive Pay transaction.

FORCE MAJEURE. Orion Financial shall not be liable for any inability to perform its obligations under this Addendum when such inability arises out of causes beyond its reasonable 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 financial institution, refusal or delay by another financial institution to accept the Positive Pay transfer, war, emergency conditions, fire, earthquake, epidemic or pandemic, or the failure of any third party to provide any electronic or telecommunication service used in connection with the execution or cancellation of a Positive Pay transaction.

PAYMENT TO ORION FINANCIAL. Member must pay Orion Financial any applicable fees for the Services. The Treasury Management Services Fee Schedule is located at https://orionfcu.com/treasury-management-fee.

ACCOUNT STATEMENTS. Except as provided by applicable law, Member agrees that Orion Financial is not required to provide a separate notice of incoming or outgoing Positive Pay items. All Positive Pay items will be reflected on Member's periodic statement. Member is encouraged review statements for any discrepancies, unauthorized transactions, or errors in connection with any Positive Pay transaction. Except as otherwise provided in this Addendum, if Member identifies a Positive Pay transaction that is

unauthorized or otherwise inaccurate, or if additional information regarding a Positive Pay transaction is needed, Member shall contact Orion Financial in writing upon discovery of the error or within fourteen (14) days from the date of receipt of the statement, whichever is earlier. Failure to do so shall relieve Orion Financial of any obligation to pay interest on the amount of an unauthorized Positive Pay item for which Orion Financial may otherwise be liable. Furthermore, Member shall be liable for any damages or losses Orion Financial may incur as a result of Member's failure to notify within the time period stated in this section.

CHANGE IN AUTHORIZED REPRESENTATIVE. Any change in the authority of persons authorized to make Positive Pay decisions on Member's behalf shall not be binding upon Orion Financial until Orion Financial receives written notice of such change from Member in a form and manner acceptable to Orion Financial, with a reasonable amount of time for Orion Financial to act upon the change.

DUTY OF REASONABLE CARE. Orion Financial shall exercise good faith and reasonable care in processing Positive Pay requests. Member shall exercise good faith and reasonable care in observing and maintaining security procedures, communicating Positive Pay 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 Services expressly provided for in this Addendum; provided, Orion Financial shall be liable only for its own gross negligence or willful misconduct in performing such Services. Orion Financial shall not be liable to any third party or for any act or omission of Member's or any third party, including, but not limited to, third parties used in executing a Positive Pay transaction 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 SERVICES, EVEN IF ORION FINANCIAL HAS 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 Positive Pay transaction or request is thirty (30) days.

INTEREST COMPENSATION. In the event Orion Financial is liable to Member for interest compensation under this Addendum or applicable law, interest shall be calculated at the average of Member's deposit rate for the applicable account(s) over the period involved, or at such other rate that Member and Orion Financial may agree to, in writing, from time to time.

LIABILITY OF MEMBER. Except as otherwise provided by applicable law, Member shall be liable for any loss or damage to which Member's negligence contributed or which resulted in unauthorized, fraudulent, or dishonest acts by Member's current and/or former authorized representative(s). Such liability includes instances when a current or former authorized representative affects one or more Positive Pay requests or improper use of security procedures to affect a Positive Pay transaction to Member's detriment.

RECORDS. All records, in whatever form, used by Orion Financial for transactions contemplated under this Addendum shall be and remain Orion Financial's sole and exclusive 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 provide the Services in the manner set forth in this Addendum, Member shall forever indemnify and hold harmless Orion Financial, its officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers from and against all liability, claims, damages, costs, 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 in this Addendum, or to the Services, which shall be provided pursuant to the terms of this Addendum. 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. Termination of this Addendum shall be available as described in the Agreement.

ENTIRE AGREEMENT. This Addendum, together with the Agreement, is 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 Addendum from time to time. Such amendments will become effective immediately upon Member's receipt of written notice or upon a later date specified in Orion Financial's notice to Member.

GOVERNING LAW. The Positive Pay Services and the Agreement, including this Addendum, shall be governed by the internal laws of the State of Tennessee without regard to its conflicts of laws principles and the laws of the United States.