

This Business Digital Banking ACH Origination Service Addendum ("**Addendum**") between you, including all persons or business entities who own or are authorized to access any of your accounts ("**you**" or "**your**"), and Golden 1 Credit Union ("**Golden 1**," "**we**," "**our**," "**us**," and the "**Credit Union**") provides information and states the terms and conditions that govern your use of and access to Business Digital Banking ACH Origination Services ("**ACH Origination Services**" or "**The Service**") and shall form part of the Business Digital Banking Services Agreement (together the "**Agreement**") to which you are bound. By electing to enroll in ACH Origination Services, the Member agrees to the terms of this Agreement. The Agreement together with the Business Deposit Account Disclosure and Agreement, are the complete and exclusive statement of the agreement between the Credit Union and Member with respect to the subject matter hereof and supersedes any prior agreement(s) between the Credit Union and Member with respect to such subject matter. The Credit Union 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 the Credit Union's such notice to Member.

The Agreement applies to all ACH and funds transfer services made available by the Credit Union to the Member. The Service will be used in accordance with the Agreement and shall be construed consistently with the terms of the Business Deposit Account Disclosure and Agreement, as applicable. Unless otherwise defined herein, the terms used in this Addendum shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code and, to the extent applicable, and its implementing regulations. Each time you access the Business Online Banking System to originate an ACH transaction (funds transfer), you agree to be bound by the following terms and conditions:

ACH Transactions: Member agrees that if approved by Golden 1, (a) each Entry submitted by the Member to Golden 1 and originated on Member's behalf by Golden 1 will be subject to the current version of each of the following: (i) the Rules of the National Automated Clearing House Association ("NACHA") and the Electronic Payments Network Operator acting as an ACH Operator (together "the Rules"), (ii) Uniform Commercial Code Article 4A, (iii) California law, and (iv) other applicable laws and regulations, and (b) as to each Entry, Member will be the Originator and Golden 1 will be the Originating Depository Financial Institution ("ODFI") authorized to originate ACH entries to Receiver accounts on behalf of Member. "Member" refers to the Legal Business Entity and any authorized representatives of the Member. Unless this Agreement states otherwise, capitalized terms have the meanings set forth in the Rules. As to ACH Origination services only, if a term in this Agreement is inconsistent with a term in the Business Deposit Account Disclosure and Agreement, this Agreement controls.

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 the Credit Union initiates each Entry.

Authorized Accounts: Member represents to the Credit Union 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.

Member Responsibility: Member agrees to be solely responsible for the use of the 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. The Credit Union is entitled to rely on any instructions, notices, and other information received from Member, electronically, in writing or orally, that the Credit Union reasonably and in good faith believes to be genuine. Member shall be liable to the Credit Union for and shall indemnify and hold the Credit Union 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) the Credit Union'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 by Golden 1 Credit Union.

Member Representations and Warranties; Indemnity: With respect to each Transaction, Member represents to the Credit Union 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 the Credit Union as provided herein, (c) Transactions transmitted to the Credit Union by Member are limited to those Transactions authorized by the Credit Union, (d) Member shall perform its obligations under the 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 ("RDFI") 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 the Credit Union may debit Member's Authorized Accounts to effectuate any refund, reimbursement, or other amounts due. Member shall indemnify the Credit Union 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, the Credit Union's actions in reasonable reliance upon instructions, notices, information and data Member provides to the Credit Union (including, without limitation, the Credit Union crediting the amount of any Transaction to the account of any person).

Compliance with Laws, Regulations, and Rules; Audit

Rights: Member will comply with all Rules in effect at the time of using the ACH Origination Services and the terms of the Agreement. Member warrants that it will not submit to Golden 1 any Entries that violate the laws of the United States, the Rules, or other applicable laws and regulations. Member will not initiate entries to Receiver accounts without first obtaining authorization as required by the Rules ("the Authorization and Agreement for Treasury Services"). Member will provide Golden 1 with documentation of Receiver authorizations immediately upon request. Golden 1 may suspend or terminate this Agreement if necessary to comply with Golden 1's the Rules. Golden 1 may, upon reasonable notice, audit Member's compliance with the Rules.

Credit Union Responsibilities and Liability: The Credit Union shall be responsible only for performing the services expressly authorized by the Member pursuant to the Authorization and Agreement for Treasury Services provided and acknowledged by the Member. The Credit Union 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. The Credit Union 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. THE CREDIT UNION SHALL BE LIABLE ONLY FOR MEMBER'S ACTUAL DAMAGES AND IN NO EVENT WILL THE CREDIT UNION 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 THE CREDIT UNION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. Without limiting the generality of the foregoing, the Credit Union 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 the Credit Union, (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 the Credit Union's gross negligence or willful misconduct. The Credit Union 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 the Credit Union's reasonable control.

Transmittal of Entries: Member will submit Entries to Golden 1 formatted according to the NACHA Rules. Files must be balanced and contain offsetting debit and credit entries. Golden 1 will accept Entries through Business Online Banking only. Golden 1 accepts only the following Standard Entry Classes:

- PPD (Prearranged Payment and Deposit Entry): Entries posted to a consumer account;
- CCD (Corporate Credit or Debit): Entries posted to a business (non-consumer) account;

Processing Transactions: The Credit Union may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting one or more Authorized Accounts, and shall credit the Authorized Accounts for any amount received by the Credit Union by reason of the return of a Transaction transmitted by the Credit Union for which the Credit Union has previously received payment or credit from Member. Such credit or debit shall be made as of the day of such receipt by the Credit Union. In the event there are not sufficient available funds in the Authorized Accounts, less any reserve requirement, to cover Member's obligations under the Agreement, Member agrees that the Credit Union may debit any account maintained by Member with the Credit Union or that the Credit Union may set off against any amount it owes to Member, in order to obtain payment of Member's obligations arising here or under the Agreement. The Credit Union 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 the Credit Union 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 the Agreement. Failure to do so shall result in the immediate termination of the Credit Union's duty to process Transactions under the Agreement and shall constitute grounds for immediate termination of the Agreement without notice to Member.

Balance Requirements; Transaction Limits: Member acknowledges that transfers or disbursement of funds pursuant to this Agreement may create credit risk for the Credit Union. The Credit Union may, from time to time and in the Credit Union's absolute discretion, establish file limits, daily limits, risk period limits and other limits as the Credit Union deems appropriate on the amounts and/or aggregate amounts of Transactions that the Credit Union will process. The Credit Union will notify Member in writing of such limits and the Credit Union will not be obligated to process Transactions that exceed

the limits the Credit Union has established. The Credit Union will have no liability to Member for the Credit Union's refusal to process Transactions or to transfer or disburse funds when Member does not have sufficient funds in Member's Authorized Accounts. The Credit Union's processing of Transactions in excess of established limits, on one or more occasions, will not be deemed a waiver of, or otherwise limit, the Credit Union's right at any subsequent time to refuse to process Transactions in accordance with this paragraph.

Security Procedures: Golden 1 grants Member access to the ACH platform within Business Online Banking to perform the Transactions, provided Member agrees to follow the Credit Union's security standards and policies.

Member is solely responsible for establishing and maintaining confidentiality of all login IDs and passwords that are selected or assigned to Member for initiating Transactions using the Credit Union. Golden 1 is entitled to rely on any written communication it believes in good faith to be genuine and to have been signed by an authorized representative of Member. Member is responsible for notifying Golden 1 of any changes to its authorized representatives. 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 Golden 1. Golden 1 agrees to provide reasonable assistance 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 the Credit Union.

Member acknowledges and agrees that the security procedures the Credit Union 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 solely responsible for establishing and maintaining procedures to guard against unauthorized submissions of Entries or requests to amend or cancel Entries, such as, by way of example only, ensuring that only its authorized representatives have access to Member's Golden 1 Business Online Banking credentials and promptly notifying Golden 1 of any changes to its authorized representatives. Member warrants that it will not permit any individual to submit Entries or amendments to or cancellations of Entries without supervision and safeguards acceptable to Member. Member will immediately notify Golden 1 if Member believes any person has gained or may have gained access to Member's access credentials or otherwise be able to initiate unauthorized Entries or amendments to or cancellations of Entries on Member's Golden 1 accounts.

The occurrence of unauthorized access will not affect any Transactions made in good faith by the Credit Union prior to receipt of such notification and within a reasonable time period to prevent unauthorized Transactions. The Credit Union 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. Golden 1 does not verify the accuracy of Entries;

for example, Golden 1 does not verify effective dates, account information, or financial institution information. The purpose of security procedures is to verify authenticity and not to detect errors in the transmission or content of an Entry or an amendment to or cancellation of an Entry.

For Entries submitted via Business Online Banking, Member's authorized representative must log into the Golden 1 Business Online Banking platform with appropriate access credentials. Golden 1 may, but is not obligated to, require compliance with additional security procedures, such as answering security questions or entry of a one-time security code.

Submission of requests to amend or cancel an Entry will be accepted only if submitted following an authorized security procedure. Golden 1's receipt of an amendment or cancellation request is not a guarantee that Golden 1 will act on the request. Member agrees that Golden 1's security procedures for submission of Entries and requests to amend or cancel Entries are commercially reasonable and acceptable to Member as methods to safeguard against unauthorized Entries, amendments, or cancellations.

Member agrees to be bound by and pay Golden 1 the amount of any Entry, whether or not authorized, issued in Member's name and accepted by Golden 1 in good faith following the security procedure for the method of submission. Member agrees to be bound by and pay Golden 1 the amount of any authorized Entry whether or not Golden 1 complied with security procedures in connection with that Entry.

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).

Dual Control. Golden 1 requires that the business use Dual Control for all ACH origination operations unless the Member declines the Dual Control requirement. The Member acknowledges that declining Dual Control increases the risks of ACH Origination operations and agrees that it is solely responsible for the increased risk if chooses to decline dual control. To opt out of Dual Control, contact Business Member Support at 1-877-909-5656.

Processing, Transmission, and Settlement of Entries; Cutoff

Times: Except as otherwise provided, Golden 1 will process Entries submitted by Member in conformity with the file specifications set forth in the Rules, transmit Entries as the ODFI to the ACH Operator, and settle for Entries as provided in the Rules. If an Entry is not received by Golden 1's cutoff time or is received on a day that is not a business day for the ACH Operator, the Entry will be processed the next day that is a business day for Golden 1 and the ACH Operator. The cutoff times are:

- Credit Entries must be sent to and received at Golden 1 no later than 5PM PST two business days before the Effective Date

- Debit Entries must be received at Golden 1 no later than 5PM PST by one business day prior to the Effective Date.

Golden 1's business days are Monday through Friday excluding federal holidays.

Nonconforming Entries: Golden 1 will have no responsibility for failure to process Entries that do not comply with the requirements set forth herein. Golden 1's sole responsibility if an Entry is received after Golden 1's cutoff time or on a day the ACH Operator is not open for business is to use reasonable efforts to transmit the Entry to the ACH Operator by its next deposit deadline.

On-Us Entries: If Golden 1 receives an Entry for credit to a business account maintained at Golden 1 with a routing number of 121182852 (an "On-Us Entry"), Golden 1 will credit the Receiver's account on the Effective Entry Date if the Entry is received before the cutoff time. Otherwise, Golden 1 will use reasonable efforts to credit the Receiver's account by the next business day.

Account Reconciliation: Transactions performed by the Credit Union and credited to an Authorized Account will be reflected on Member's periodic statement issued by the Credit Union pursuant to the membership and Account Agreement between the Credit Union and Member. It is the Member's obligation to examine the statement for any discrepancies, and Member agrees to notify the Credit Union 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.

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

Golden 1 can reject any Entry that

- is not in the required format,
- is not a PPD or CCD entry,
- contains an Effective Date more than five days after the business day the Entry is received by Golden 1
- is an On-Us entry that may be returned for any reason under the Rules.

Golden 1 can also reject an Entry if Member is not in good standing (refer to the Business Deposit Account Disclosure and Agreement) or if Member has not followed an authorized security procedure. Golden 1 will notify Member by telephone, electronic notice, or in writing of the rejection no later than either (a) the business day on which the Entry would otherwise have been transmitted to the ACH Operator, or (b) for an On-Us Entry, the Effective Date. Golden 1 will have no liability to Member or any third party for rejecting an Entry. Member must resubmit any rejected Entry it wants Golden 1 to process.

Amending or Canceling Entries: Once Golden 1 receives an Entry, the Entry cannot generally be amended or canceled.

However, Golden 1 will use reasonable efforts to comply with an amendment or cancellation request if it is submitted following an authorized security procedure and received by Golden 1 before the Entry is either (a) transmitted to the ACH Operator or (b) credited to the Receiver's account in the case of an On-Us Entry. Golden 1 will have no liability to Member for failure to implement amendment or cancellation requests. Member agrees to defend, indemnify, and hold Golden 1 harmless for any claims, losses, damages, liability, or expenses to which Golden 1 becomes subject as a result of Golden 1's compliance or attempt to comply with any amendment or cancellation request.

Notice of Change or Corrected Notice of Change

Entries: Golden 1 will, as required by the Rules and within two business days of the Settlement Date, provide Member required information regarding any Notification of Change (NOC) or Corrected Notification of Change (Corrected NOC) Entry Golden 1 receives related to Member's Entries. Member will comply with changes requested by the NOC or Corrected NOC by the later of (a) six business days after Member receives the NOC information, or (b) prior to initiating another entry to the Receiver's account. A failure to comply with Golden 1's aforementioned request may lead to termination of service. A fee may apply for an NOC. Please refer to the Business Services Schedule of Fees for information regarding charges for ACH Origination Services.

Member's Payment and Account Maintenance Obligations.

Golden 1 will collect amounts by which Member becomes indebted to Golden 1 as a result of ACH Origination Entries by debiting (deducting the transaction amount and any associated fees from) Member's account for debit entries originated against the account and credit entries to the account that are returned or reversed by the institution on which they were originated consistent with the Rules. If Golden 1 is unable to recover the amount of Member's indebtedness by debiting the account on which the associated ACH activity occurred, Golden 1 may, unless prohibited by law or the governing account agreement, recover the funds from any other account in which Member or any personal guarantor of Member's obligations to Golden 1 has an interest. Member agrees to, at all times, maintain a sufficient balance in Member's account for payment of amounts by which Member becomes indebted to Golden 1 as a result of ACH Origination. If Member defaults on this obligation, fails to maintain Golden 1 membership and accounts in good standing, repeatedly overdraws any Golden 1 account, or materially defaults on any other obligation to Golden 1, Golden 1 may, at Golden 1's option, and in addition to and without waiving any other remedy available to Golden 1 by contract, at law or in equity, suspend or terminate Member's ACH origination privileges, deem Member ineligible for other Golden 1 services, or close Member's Golden 1 accounts.

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 the Credit Union 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.

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 the Credit Union to the receiving depository financial institution may be made by the receiving depository financial institution (or by the Credit Union 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 the Credit Union is not excused in such circumstances.

Security Interest: Member hereby grants the Credit Union a security interest in all funds and deposit accounts of Member in the Credit Union to secure repayment of any other financial obligations that Member has to the Credit Union, 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 the Credit Union under this Agreement.

Notices and Instructions: Except, as otherwise expressly provided herein, the Credit Union 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. The Credit Union 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 the Credit Union for Transactions contemplated by this Agreement shall be and remain the Credit Union's property. The Credit Union may, at its sole discretion, make available such information upon Member's request. Member shall pay any expenses incurred by the Credit Union in making such information available to Member.

Indemnification: In consideration of the Credit Union agreeing to originate ACH transaction in the manner set forth herein, the Member shall forever indemnify and hold the Credit Union, its officers, directors, 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 the Credit Union 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 Member's agreement to indemnify and hold harmless shall survive the expiration and/or termination of this Agreement and all provisions contained herein.

Termination: Either the Credit Union 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 the Credit Union's receipt of notice of such termination or such later date as is specified in that notice. Termination by the Credit Union shall be effective upon mailing written notice of such termination to Member. The Credit Union reserves the right to terminate this Agreement immediately, with or without cause. Any termination of this Agreement shall not affect any of the Credit Union'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 the Credit Union 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.

Governing Law: The ACH Origination 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.