

## ODFI-ORIGINATOR (CORPORATE) AGREEMENT

This Agreement, dated as of \_\_\_\_\_ is between \_\_\_\_\_  
("Company") and Vibrant Credit Union, herein referred to as ("Financial Institution").

### RECITALS

A. Company wishes to initiate Credit and Debit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (the "Rules"), and Financial Institution is willing to act as an **Originating Depository Financial Institution (ODFI)** with respect to such Entries.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Financial Institution initiates each Entry.

C. Entry is limited to Prearranged Payment & Deposit (PPD) and Corporate Credit or Debit (CCD)

### AUTHORIZATION

Company agrees to authorize Vibrant Credit Union to verify past and present employment earning records, bank account(s), stock holdings and other asset balances that are required to process a Business Loan application or ACH Origination. Company further agrees to authorize Vibrant Credit Union to verify other credit information, including past and present debt or references. **Vibrant Credit Union may pull personal credit history for the principal(s)/owner(s) of the company.**

It is understood that a copy of this agreement will serve as authorization. Information obtained by Vibrant Credit Union is only to be used in the processing of an application of a Business Loan or ACH Origination.

### AGREEMENT

1. **Transmittal of Entries By Company.** Company shall transmit credit and debit Entries to Financial Institution to the location(s) and in compliance with the formatting and other requirements set forth in Schedule A attached hereto. Company agrees that its ability to originate entries under this agreement is subject to exposure limits in accordance with the Rules and as set forth in Schedule A attached hereto.

Company agrees to adhere to the Rules regarding timing of prenotes in regards to live transactions and, in the case of debt origination agrees to not submit an entry that has been returned for insufficient or uncollected funds no more than 2 times following the return of original entry.

### 2. Security Procedures

(a) Company and Financial Institution shall comply with the security procedures requirements described below with respect to Entries transmitted by Company to Financial Institution. Company 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 an Entry. No security procedures for the detection of any such error has been agreed upon between the Financial Institution and Company.

(b) Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by related instructions provided by the ODFI. If Company believes or suspects that

any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately, followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

(c) Change of Authorized contacts must be made in writing and signed by a current authorized contact from the Attached Authorization Agreement in Schedule D.

### 3. Compliance With Security Procedures.

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by Company, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedures with respect to such entry. If signature comparison is to be used as a part of those security procedures, Financial Institution shall be deemed to have complied with that part or such procedures if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of Company (an "Authorized Representative") and, on basis of such comparison, believes the signature of Company sending such file to be that of such authorized representative.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by Company, Company shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedures with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedures.

4. Recording and Use of Communications. Company and Financial Institution agree that all telephone conversations or 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.

### 5. Processing, Transmittal and Settlement By Financial Institution.

(a) Except as provided in Section 6, On-Us Entries and Section 7, Rejection of Entries, Financial Institution shall (i) process Entries received from Company to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to the ACH Operator, and (iii) settle for such Entries as provided in the rules.

(b) Financial Institution shall transmit such Entries to the ACH Operator by the deadline of the ACH Operator set forth in Schedule A attached hereto one business day prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Financial Institutions related cut-off time set forth on Schedule A on a business day, (ii) the Effective Entry Date is at least one day after such business day, and (iii) the ACH Operator is open for business on such business days. For purposes of this Agreement, Entries shall be deemed received by Financial Institution, in the case of transmittal by tape, when received by Financial Institution at the location set forth in Schedule A, and in the case of electronic transmission, when the transmission (and compliance with any related security procedures provided for herein) is completed as provided in Schedule A.

(c) If any of the requirements of clause (i), (ii) or (iii) of Section 5 (b) is not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified in Schedule A.

6. On-Us Entries. Except as provided in Section 7, Rejection of Entries, in the case of an Entry received for credit or debit to an account maintained with Financial Institution (as "On-Us Entry"), Financial Institution shall credit or debit the Receiver's

account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 5(b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

7. Rejection of Entries. Financial Institution may reject an Entry which does not comply with the requirements of Section 1, Transmittal of Entries By Company, or Section 2, Security Procedures, or which contains an Effective Entry Date more than 4 days after the business day such Entry is received by Financial Institution. Financial Institution may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 13, The Account. Financial Institution may reject any entry if Company does not adhere to security procedures as described above. Financial Institution shall notify Company of such rejection no later than the business day such Entry would otherwise have been transmitted by the Financial Institution to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Company by reason or rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided herein.

8. Cancellation of Amendment By Company. Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, if such request complies with the security procedures described above for the cancellation of Data, Financial Institution shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting [or debiting] a Receiver's account, but shall have no liability if such cancellation is not affected. Company shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

9. Provisional Credit Notice. In the case of a credit Entry, credit given by the Receiver's financial institution for Entry is provisional until Receiver's financial institution has received final settlement through Federal Reserve Bank or has otherwise received payment. If Receiver's financial institution does not receive such payment for Entry, Receiver's financial institution is entitled to a refund from Receiver in the amount of the credit to Receiver's account, and Company will not be considered to have paid the amount of the credit Entry to Receiver.

10. Reversals. If Company has mistakenly initiated a duplicate Entry or if an Entry with the types of erroneous data specified in the Rules relating to reversing a file, Company may reverse a Entry pursuant to Rules. If Company reverses an Entry, Company shall indemnify Credit Union against any claim, demand, loss, liability or expense resulting directly or indirectly from such reversal.

11. Notice of Returned Entries and Notifications of Change. Financial Institution shall notify Company by method of Company choice: phone, fax, or email of the receipt of a returned entry from the ACH Operator no later than one business day after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 1, Transmittal of Entries By Company, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH Operator if Financial Institution complied with the terms of this Agreement with respect to the original Entry. Company shall notify the Originator of receipt of each return entry no later than one business day after the business day of receiving such notification from the ODFI.

Financial Institution shall provide Company all information, as required by the *NACHA Operating Rules*, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Financial Institution relating to Entries transmitted by Company. Financial Institution must provide such information to Company within two banking days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure the changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Financial Institution or prior to initiating another Entry to the Receiver's account, whichever is later.

12. Payment by Company For Entries: Payment by ODFI for Entries.

(a) Company shall pay Financial Institution the amount of each credit Entry transmitted by Financial Institution pursuant to this Agreement at such time on the date of transmittal by Financial Institution of such credit Entry as Financial Institution, in its discretion, may determine.

(b) Company shall promptly pay Financial Institution the amount of each debit entry returned by an RDFI that was transmitted by Financial Institution pursuant to this Agreement.

(c) Financial Institution shall pay Company the amount of each debit Entry transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as Financial Institution, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date with respect to such Entry as Financial Institution, in its discretion, may determine.

(d) Financial Institution shall promptly pay Company the amount of each credit Entry returned by an RDFI that was transmitted by Financial Institution pursuant to this Agreement.

13. The Account. Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in Schedule B attached hereto (the "Account"). Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement. Upon request of Financial Institution, Company agrees to promptly provide to Financial Institution such information pertaining to Company's financial condition as Financial Institution may reasonably request.

14. Account Reconciliation. Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Company's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any periodic statement. If Company fails to notify Financial Institution of any discrepancy within sixty (60) days of receipt of a periodic statement containing such information, Company agrees that Financial Institution shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Financial Institution of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Financial Institution.

15. Company Representations And Agreements: Indemnity. With respect to each and every Entry transmitted by Company, Company represents and warrants to Financial Institution and agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting and debiting of its account in the amount and on the Effective Entry Date showing on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those types of credit and debit Entries set forth in Section 1, Transmittal of Entries By Company, (d) It shall be the responsibility of the Company that the origination of ACH transactions complies with the laws of the United States. This includes, but is not limited to, sanctions enforced by the Office of Foreign Asset Control (OFAC). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC); laws, regulations, and orders administered by FinCEN, and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (e) Company shall be bound by and comply with the provision of the *Rules* (among other provisions of the *Rules*) making payment of an entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such entry. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not

received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the entry. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the entry. Company shall indemnify Financial Institution, its affiliates and their respective officers, directors, employees and agents, against any loss, liability, or expense (including attorney's fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations, or agreements.

16. Financial Institution Responsibilities: Liability: Limitations on Liability : Indemnity

(a) In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representation, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence or willful misconduct in performing those services. Financial Institution shall not be responsible for Company's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any person, including, without limitation, and Federal Reserve Bank, ACH Operator or transmission or communications facility, and Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Financial Institution's agent. Company agrees to indemnify Financial Institution against any loss, liability, or expense (including attorney's fees and costs) resulting from or arising out of any claim of any person that the Financial Institution is responsible for any act or omission of Company or any other person described in this Section 16(a). Inasmuch as Company has independently evaluated the services and their applicability to Company's needs, and since Company shall have primary responsibility for the use and application of the services, Financial Institution disclaims all warranties, express and implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, in connection with the services and performance thereof.

(b) Financial Institution shall be liable only for Company's actual damages due to claims arising solely from Financial Institution's obligations to Company with respect to Entries transmitted pursuant to this Agreement: in no event shall Financial Institution be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Financial Institution and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgement otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of another US governmental regulatory authority.

(d) Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the account.

17. Inconsistency of Name And Account Number. Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the RDFI may be made by the RDFI (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.

18. Payment for Services. Company shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in Schedule C attached hereto. All fees and services are subject to change upon 30-calendar days prior written notice from Financial Institution to Company. Such charges do not include, and Company shall not be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or changes provided for in the agreement between Financial Institution and Company with respect to the Account (the "Account Agreement").

19. Amendments. From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cut-off time, any business day, and any part of Schedules A Through D attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution notice to Company.

20. Notice, Instructions, Etc.

(a) Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

(b) Financial Institution 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 Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representative are set forth in Schedule D attached hereto. Company may add or delete an Authorized Representative by written notice to Financial Institution by providing proper authorization per the terms of the company's Resolution and per the terms of the account agreement. Such notice shall be effective on the second business day following the day of Financial Institution's receipt thereof.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Financial Institution addressed to:

Vibrant Credit Union  
Attn: Business Services  
1900 52nd Ave  
Moline, IL 61265

and, if to Company, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

21. Data Retention . Company shall retain data on file adequate to permit remaking of Entries for six (6) banking days following the date of their transmittal by Financial Institution as provided herein, and shall provide such data to Financial Institution upon its request. Without limiting the generality of the foregoing provision, Company specifically agrees to be bound by and comply with all applicable provisions of the *Rules* regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the *Rules*.

22. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may , at its sole discretion, make available such information upon Company's request. Any expenses incurred by Financial Institution in making such information available to Company shall be paid by Company.

23. Evidence of Authorization. Company shall obtain all consents and authorizations required under the *Rules* and shall retain such consents and authorizations for two years after they expire and provide copies upon signature to each consumer receiver of a debit entry.

24. Cooperation in Loss Recovery Efforts. In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions the the relevant party may be obligated to defend or elects to pursue against a third party.

25. Termination. Company may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Financial Institution's rights and Company's obligations with respect to entries initiated by Company prior to such termination, or the payment obligations of Company with respect to service performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.

26. Entire Agreement. This Agreement (including the Schedules attached hereto), together with the Account Agreement is the complete and exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institutions And Company with respect to such subject matter. In the event of any inconsistency between the terms of this agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present and future statute regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a modification of this Agreement, the *Rules* , or the security procedures or constitute an agreement between the Financial Institution and Company, regardless of whatever practices and procedures Financial Institution and Company may use.

27. Non-Assignment. Company may not assign this Agreement or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.

28. Waiver. Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.

29. Binding Agreement Benefit. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assignees. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company hereunder.

30. Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

31. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

32. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

33. Audit. Vibrant Credit Union has the right to audit the company's compliance with the agreement and the rules.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Vibrant Credit Union

(Financial Institution)

\_\_\_\_\_  
(Company)

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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## SCHEDULE A

### ACH Processing Schedule and Member Exposure Limits

#### ACH Processing Schedule

Note: the following schedule is for use of the Originator to determine deadlines for sending origination files to the Financial Institution /ODFI. Files received after these deadlines will not be delivered for the next day settlement.

**Transmission of Entries.** Company will send all Entries to Credit Union by 12:00 p.m. Monday through Friday. The Entries shall be received by Credit Union two (2) business days prior to the final transmission of funds for each entry ("Settlement Date"). A "business day" is a day on which both Credit Union and the Federal Reserve are open for carrying on substantially all of its business (other than a Saturday or Sunday). Credit Union shall not be responsible for any incorrect information given by Company, which results in an erroneous or untimely settlement of funds. Credit Union shall have no obligation to transmit/receive Entries if Company is in default of any of its obligation under this Agreement, including the obligation to timely pay fees due to Credit Union.

Advanced notification needs to be provided to Vibrant Credit Union for any file transmissions outside these schedule requirements.

#### Notice of Returned Notification Method

1) Fax Phone #: \_\_\_\_\_ Contact : \_\_\_\_\_

2) Email Address : \_\_\_\_\_

3) Phone #: \_\_\_\_\_ Contact: \_\_\_\_\_

#### Member Exposure Limits

Vibrant Credit Union is required to establish daily and monthly ACH exposure limits covering the member/Originator's ACH requirements. Any scheduled ACH activity that would exceed the limits you set will not be processed.

Please provide the requested information on the attached application to allow Vibrant Credit Union to establish these limits:

Daily ACH Limits : \_\_\_\_\_

Monthly ACH Limits: \_\_\_\_\_

Date Established: \_\_\_\_\_

**SCHEDULE B**

**Settlement Account**

**Settlement Account :** \_\_\_\_\_

**SCHEDULE C**

**Fees For Service**

The charge for this ACH Origination Service shall be : \$ ~~30.00~~ \$0.00

The ODFI shall provide 30 day notice of any fee changes.

**SCHEDULE D**

**Names and Signatures of Authorized Representatives**

**(To be authorized through the deposit Account Resolution)**

**Name :** \_\_\_\_\_

**Signature:** \_\_\_\_\_

As an originator of ACH services, you have certain responsibilities and are held accountable by NACHA to adhere to their rules. We would like to take this opportunity to review your responsibilities as an ACH originator.

**Listed below is an overview of your responsibilities:**

- Records of all originated files must be maintained by the Originator (you) for a period of six years. When electronic records are used they must accurately reflect the information contained within the record and be capable of being reproduced for later reference.
- The Credit Union will provide you with information relating to Notice of Correction (NOC) entries that we receive within two business days of our receipt. Upon receipt of such notice, you will process the requested change within six business days or prior to the initiation of the next entry, whichever is later. If Notice of Correction entries are not timely corrected, this could result in temporary suspension of services.
- As an Originator, you must obtain the Receiver's (your customer's) authorization for debit entries and must provide copies of such authorization to the Receiver upon request.
- As an Originator, you must retain the original or a reproduction of each authorization by a Receiver for two years from the termination or revocation of the authorization. In the case of TEL entries, you must retain the original or a duplicate recording of the oral authorization for two years from the date of the authorization. You must provide the original or a copy of the authorization to use upon our request for auditing or error resolution.
- If you are required to originate pre notifications in accordance with your ACH agreement with us, those prenotification may be sent 3 days in advance of the first entry to the Receiver's account.
- As an Originator, you must be certain that you are only debiting an account that has given you prior authorization. You must be able to provide evidence of authorization upon our request.
- Reinitiation of entries: NACHA rules explicitly prohibit the reinitiation of entries outside of the express limited circumstances under which they are permitted under the Rules. You may not re-initiate an item that was returned unauthorized and may not initiate any other entry that NACHA reasonable believes represents an attempted evasion of the defined limitations.
- Entries returned R07 (Authorization Revoked by Customer), R08 (Payment Stopped), or R10 (Customer Advised Unauthorized, Improper, or Ineligible, or Part of an Incomplete Transaction) are not to be re-initiated unless subsequent authorization has been obtained from the customer. Entries returned R05 (Unauthorized Debit to Consumer Account Using Corporate SEC Code) may not

be re-initiated unless subsequent authorization has been obtained from the customer *and* the SEC code has been corrected.

- **2020 Update:** Return Reason Code R10 is currently used for numerous types of return reasons related to various underlying errors, some of which could be corrected instead of terminating the underlying origination authorization. Going forward Return Reason Code R11 is being repurposed to be used on the return of a debit with an error, but for which an origination authorization exists. Return Reason Code R10 will continue to be used for cases where the consumer claims not to know or does not have a relationship with the Originator, or did not give an authorization for the entry. R11s and R10s will share the same processing requirements and characteristics. As of April 1, 2021, under an R11 return, the Originator will be able to correct certain underlying errors and submit a new Entry without being required to provide a new authorization, provided the new Entry is originated within sixty (60) days from the Settlement Date of the R11 entry.
- Entries returned R01 (Insufficient Funds) or R09 (Uncollected Funds) are not to be reinitiated more than two times.
- If you are notified by us that a return has been received regarding a pre-notification that you originated that cannot be accepted by the RFI (Receiving Financial Institution), you will not initiate such entry.
- If you initiate TEL entries, you must employ commercially reasonable procedures to verify the identity of the receiver and the validity of the routing number.

We appreciate the opportunity to serve you. If you have any questions, please reach out to us by phone at 800-323-5109. A full copy of the current NACHA Operating Rules and Guidelines may be purchased or reviewed with registration for a basic version through NACHA's website using the following link: <https://www.nacha.org/rulesyourway>.

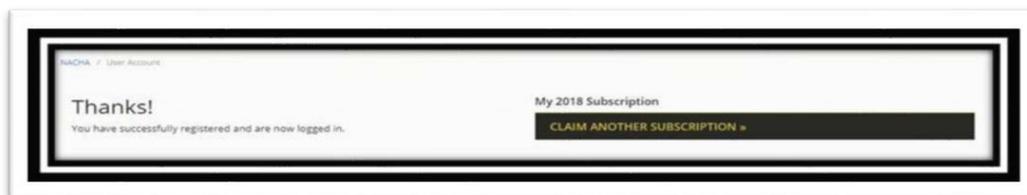
## The 2018 NACHA Operating Rules Online Resource

### Basic Version - User Access Instructions

**Step 1:** Please go to [www.nachaoperatingrulesonline.org](http://www.nachaoperatingrulesonline.org)

**Step 2:** Click on “**New User Sign Up**” to register and create a new account (username & password)

**Step 3:** Once a new user account has been created, select “**Claim a Subscription**” or “**Claim another Subscription**”.



**Step 4:** Check the box that says “**Check this box if you do not have a Subscription Code. You will receive access to only the Basic Version.**” and enter all the required information on the registration page.

A screenshot of a registration form. It has two input fields: "Subscription Code" and "First name\*". Between these fields is a checkbox with the text "Check this box if you do not have a Subscription Code. You will receive access to only the Basic Edition." The checkbox is currently unchecked.

- **Make sure to follow all the prompts and select Redeem.** After selecting **Redeem**, users will be redirected to the home page of the website to log in again in order to update access to the recently redeemed content.

**Step 5:** Return to [www.nachaoperatingrulesonline.org](http://www.nachaoperatingrulesonline.org) and login to the account previously created that has now been updated with the Basic Version subscription access.

### Upgrade from the Basic Version to a Premium Subscription Access Today!

Contact [NACHA](http://www.nacha.org) or your [Regional Payments Association](http://www.rpa.org) to purchase a Premium subscription to 2018 *NACHA Operating Rules & Guidelines* and benefit from these enhanced features:

- Interactive HTML5 display vs PDF
- Access to the *NACHA Operating Guidelines*
- Keyword/Phrase Search
- Printing Options
- Copy Options
- Customized Bookmarking Tool