



ACH Origination Terms and Conditions

ACH Origination. You as Originator authorize Memorial Credit Union as the ODFI (Originating Depository Financial Institution) to transmit, and to debit or credit the amounts of, entries to the accounts of Receivers through the ACH system. This authorization extends only to the Types of Entries selected in this Agreement. When initiating an entry, you will comply with the How Entries Will Be Initiated requirements, Security Procedures, and Authorizing Signature Requirements selected in this Agreement. You agree to be bound by the ACH Rules, including all the Originator obligations under the ACH Rules. You also agree to satisfy and be solely responsible as between you and Memorial Credit Union for:

- (a) all the requirements of the ACH Rules Subsections entitled Receiver Authorization and Agreement, Notification for Accounts Receivable Entries and Re-presented Check Entries, and
- (b) all the requirements necessary for us not to be in breach of the ODFI warranties specified in the ACH Rules, except for those specified in the Subsections entitled Verification of Identity of Originator, Sending Points, Audits, and ODFI Exposure Limits, which are our sole responsibility, and except that you will not be responsible for any inaccurate transmission by us of information that you accurately provide to us.

You also agree to satisfy any requests we make regarding compliance with the ACH Rules Section entitled Transmission of ACH Information via Unsecured Electronic Networks.

Acknowledgment and Hold Harmless. You acknowledge that entries cannot be initiated that violate the laws of the United States or other laws and agree to indemnify and hold us harmless with respect to any entries that you initiate that do violate such laws. If you breach this Agreement, including any breach of the ACH Rules, in addition to our other remedies you will indemnify and hold us harmless with respect to any fines or liabilities that we may incur as a result of your breach.

Debits and Credit to Account.

We will debit the Account:

- (a) for all credit entries initiated and processed under this Agreement,
- (b) for all uncompleted debit entries,
- (c) for all adjustments regarding debit entries initiated and processed under this Agreement, and
- (d) for all fees and related taxes and other amounts due us under this Agreement.

We will credit the Account:

- (a) for all debit entries initiated and processed under this Agreement,
- (b) for all uncompleted credit entries, and
- (c) for all adjustments regarding credit entries initiated and processed under this Agreement.

Account Balance. We will not be required to process initiations for you unless the balance in the Account is a least equal to the sum of any credit entries initiated by you. If there is ever a negative balance in the Account:

- (a) you will be indebted to us for the amount of the negative balance and will immediately deposit funds into the Account sufficient to eliminate the negative balance, and
- (b) we will be entitled (without prior notice and unless prohibited by law) to apply against such indebtedness the funds in any other accounts you have with us and to collect on such indebtedness by any lawful means.

Process Obligation. We will process entries received in accordance with this Agreement:

- (a) as to entries regarding which we are the RDFI (Receiving Depository Financial Institution) as well as the ODFI (on- us entries) and regarding which we do not involve an ACH Operator, by debiting or crediting the Receivers' accounts on the effective entry dates, and
- (b) as to other entries, by transmitting them to an ACH Operator in accordance with the ACH Rules no later than the Transmittal Deadline, using or not using Third-Party Service Providers as we deem appropriate.

We are required to process entries with respect to your initiations only if they are received by us in accordance with this Agreement, and we can reject any that are not so received. We will give you notice of such rejection no later than the Business Day we would otherwise have transmitted them to an ACH Operator or in the case of on-us entries regarding which we do not involve an ACH Operator no later than their effective entry dates. We will have no liability for interest or otherwise for rejecting entries in accordance with this paragraph. Notwithstanding anything in this Agreement to the contrary, we are entitled to reject on-us entries, and thus not process them, for any of the reasons RDFIs can return them.

Duration and Termination. This Agreement will continue until it is terminated. Either party can terminate this Agreement by giving 30 days written notice to the other.

Waiver. We can waive rights under, and violations of, this Agreement without affecting other rights under, or other violations of, this Agreement.

Assignment. You are not entitled to assign this Agreement or your rights and obligations hereunder without our consent.

Benefit. This Agreement is for your benefit and our benefit only, and no other entities have rights hereunder.

Invalidity. The invalidity or illegality of any provision of this Agreement will not affect the remainder of this Agreement, which will continue to be in effect.

Governing Law. This Agreement will be governed by the laws of the state or jurisdiction referred to in our address stated on this document.

INITIALS _____