

BULLDOG FEDERAL CREDIT UNION ACH ORIGINATION AGREEMENT

This agreement is made this date _____ between Bulldog Federal Credit Union ("FI") and _____ (the "Company").

Company wishes to initiate credit and/or debit entries through the FI to accounts maintained at FI and in other depository financial institutions by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and FI's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "Rules"), and FI is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. This Agreement sets forth the terms and conditions pursuant to which FI will provide to Company the ACH Services outlined herein ("Services"). Company hereby requests FI to provide the Service described in this Agreement. By executing this Agreement and/or using the Services described in this Agreement, Company accepts and agrees to all terms, conditions, and provisions of this Agreement and agrees that this Agreement sets forth the terms and conditions pursuant to which FI will provide to Company the Service outlined herein. You acknowledge you have read and agreed to the terms of the Internet Banking Agreement and/or Depository Agreement ("Internet Banking Agreement"), which has been provided to you separately by the FI. The Internet Banking Agreement is hereby incorporated by reference and made a part hereof. In the event of inconsistency between a provision of this Agreement, the Uniform Commercial Code ("UCC"), and/or the Internet Banking Agreement, the provisions of this Agreement shall prevail. 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 Company hereunder from which FI initiates each Entry.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FI and Company, intending to be legally bound, do hereby agree as follows:

AGREEMENT

1. COMPLIANCE WITH RULES AND LAWS. Company acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at www.nacha.org under the estore tab. Company agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Agreement, and any amendments to these Rules made from time to time. It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets 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). FI will charge the Company with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of non-compliance by the Company and the Company agrees to fully reimburse and/or indemnify FI for such charges or fines. The specific duties of the Company provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. The duties of the Company set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules. FI may terminate or suspend this Agreement upon written notice and identification of a material breach by Company of the Rules. Furthermore, FI shall have the right to

initiate an audit of Company procedures for compliance with this Agreement and the Rules, upon written notification to Company.

2. EXPOSURE LIMITS AND HOLDS. In utilizing the Automated Clearing House Network in performance of this Agreement, FI must make certain warranties on behalf of Company. Specifically, FI is charged with assuring the financial soundness of Company to make the intended Entries. FI must approve all ACH Agreements and may request financial information from Company and/or a separate credit agreement. FI shall also be authorized to obtain a credit report(s) on Company as may be necessary from time to time. FI will impose a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Company each day and each month ("Exposure Limits"). The total dollar amount of Entries transmitted by Company to FI on any one business day shall not exceed \$2 million. The total dollar amount of Entries transmitted by Company to FI in any one calendar month shall not exceed \$10 million. Company understands that requests for Entries exceeding these amounts are honored solely at the discretion of the FI. Requests not honored would be communicated to the Company or the Company's designated representative. FI will place a HOLD on the amount of funds in Company's account equivalent to the total amount of debits (payments) in the ACH file generated by Company. FI will Hold funds sufficient to pay all debit entries initiate by Company beginning at 6:00 am (Eastern Time) one business day prior to the settlement date of the file. FI will release these funds at the time of settlement of the file. Company acknowledges that Holds and Exposure Limits are solely for the protection of FI and its assets.

3. SECURITY INTEREST. To secure the payment and performance of Company's obligations set forth herein, Company grants to FI a security interest in and pledges and assigns to FI all of Company's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Company (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in FI's custody or control; (b) any other collateral described in any security instrument securing the obligations of Company to FI under this Agreement or any other obligation of Company to FI; and (c) all proceeds and products of the secured property enumerated in this Section 3, as well as any replacements, accessions, substitutions, and additions to any of the above. The security interest given pursuant to this Section 3 shall survive the termination of this Agreement.

4. DESIGNATION OF ADMINISTRATOR. In order to originate ACH Entries, Company must designate at least one Administrator. Administrator(s) shall be responsible for designating "Users" who Company authorizes to issue Entries on its behalf. For the purposes of this Agreement, the term User shall also include the Administrator. The FI shall be entitled to rely on the designations made by the Company's Administrator(s) and shall not be responsible for matching the names of the company Users designated by the Administrator(s) to names or titles listed in Company's banking resolutions. Company agrees that any such online Entries shall comply with FI's Security Procedures, which are subject to change without notice to Company

5. TRANSMISSION OF ENTRIES BY COMPANY. User(s) shall access the Online Banking Product provided by FI to initiate the debit or credit Entries pursuant to FI-approved ACH SEC codes (PPD, CCD, WEB) hereunder on behalf of and selected by Company. FI shall be entitled to deem any person having knowledge of any Security Procedure, defined below in Section 7 of this Agreement and required to initiate Entries under this Agreement, to be a User. User(s) shall transmit Entries to FI via the Online

Banking Product which will create a computer readable form in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by FI. Entries shall be transmitted to FI no later than the time and the number of days prior to the Effective Entry Date specified in the Processing Schedule attached hereto and made a part hereof as Schedule A. For the purposes of this Agreement, "Business Day" means Monday through Friday, excluding federal holidays. The federal holiday schedule is attached hereto as Schedule E. Entries received after the cut off time (Business Days at 7:30 pm ET) shall be deemed to have been received on the next Business Day. Company may not reinitiate entries except as prescribed by the Rules.

6. ONLINE BANKING PRODUCT AND THIRD-PARTY SOFTWARE AND SERVICE PROVIDERS. FI, in its sole discretion, will select the Online Banking Product and software to be used in connection with the services outlined in this Agreement ("Online Banking Product"). The Company may use third party software to generate complete NACHA-compliant ACH files to upload through the Online Banking Product. Complete ACH files must be balanced, and pre-notes become the responsibility of the Company. The Company is not permitted to use a Third-Party Service Provider to transmit files directly to FI. Only the Administrator and those who the Administrator has designated as a User can access the Online Banking Product for the purpose of generating ACH transactions.

7. SECURITY PROCEDURES.

(a) The Company shall comply with the Security Procedures described here, and acknowledges and agrees that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, method used to verify authenticity of telecommunicated data, or method of authentication or identification used in connection with a Security Procedure ("Security Devices") used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries. Company authorizes FI to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Company has notified FI, according to notification procedures prescribed by FI, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than User(s) and until FI has had a reasonable opportunity to act upon such notice. Company agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for FI to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Company's deposit account maintained with FI, and Company agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Company's written signature in authorizing FI to execute such transaction. Company acknowledges and agrees that Company shall be bound by any and all Entries initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by User(s), to the fullest extent allowed by law. Company further acknowledges and agrees (i) that the Security Procedures are not designed to detect error in the transmission or content of communications or Entries initiated by Company; (ii) that no security practice or procedure for the detection of any such error has been agreed upon between FI and Company; and (iii) that Company bears the sole responsibility for detecting and preventing such error.

(b) Company agrees to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to User(s). Company agrees to instruct each User not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. FI shall distribute Security Devices to the Administrator and FI shall otherwise communicate with the Administrator regarding Security Procedures. Company's Administrator shall have responsibility to distribute Security Devices to User(s) and to ensure the proper implementation and use of the Security Procedures by User(s). Where Company has the ability to change or modify a Security Device from time to time (e.g., a password or PIN), Company agrees to change Security Devices frequently in order to ensure the security of the Security Device. Company agrees to notify FI immediately, according to notification procedures prescribed by FI, if Company believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than User(s) or if Company believes that any ACH transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, FI may issue Company a new Security Device or establish new Security Procedures as soon as reasonably practicable, but FI shall not be liable to Company or any third party for any delay in taking such actions.

(c) Company agrees to notify FI immediately, according to notification procedures prescribed by FI, if the authority of any Administrator(s) shall change or be revoked. Company shall recover and return to FI any Security Devices in the possession of any User(s) whose authority to have the Security Device has been revoked.

(d) FI reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in FI's discretion. FI will endeavor to give Company reasonable notice of any change in Security Procedures; provided that FI may make any change in Security Procedures without advance notice to Company if FI, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of FI's systems and assets. Company's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Company's agreement to the change and Company's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

8. PHYSICAL AND ELECTRONIC SECURITY

(a) Company is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Company's possession or under Company's control. FI is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "ransomware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at Company's own discretion and risk, and FI is not responsible for any damage to Company's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Company's computer should run a supported operating system that is patched with critical vendor updates. Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security

measures with respect to Company's operating systems, and for protecting, securing, and backing up any data and information stored in or on Company's operating systems. FI is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Company's operating systems or accessed through an Internet connection.

(b) Company acknowledges and agrees that it is Company's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Company agrees to educate User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Company acknowledges that FI will never contact Company by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Company receives an e-mail or other electronic communication that Company believes, or has reason to believe, is fraudulent, Company agrees that neither Company nor its User(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Company agrees that FI is not responsible for any losses, injuries, or harm incurred by Company as a result of any electronic, e-mail, or Internet fraud.

(c) In the event of a breach of the Security Procedure, Company agrees to assist FI in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing FI or FI's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Company further agrees to provide to FI any analysis of such equipment, device, or software or any report of such analysis performed by Company, Company's agents, law enforcement agencies, or any other third party. Failure of Company to assist FI shall be an admission by Company that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Company or who obtained information facilitating the breach of the Security Procedure from Company and not from a source controlled by FI.

9. INTERNATIONAL ACH TRANSACTIONS ("IAT"). The Online Banking Product provided by the FI does not support IATs.

10. CREDIT AND DEBIT ENTRIES; RECORDS RETENTION. Company shall obtain an authorization substantially similar to the samples set forth in Schedule F ("Authorization Agreement") as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by Company and Company shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Company shall furnish the person or entity executing the Authorization Agreement with a copy of the same. Upon request, Company shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules.

11. RECORDING AND USE OF COMMUNICATIONS. Company and FI 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. FI shall not be obligated to make such recordings.

12. PROCESSING, TRANSMITTAL, AND SETTLEMENT BY FI. Except as otherwise provided in this Agreement, and if FI elects to accept Entries, FI shall:

(a) (i) use commercially reasonable efforts to comply with the instructions of Company, (ii) process Entries received from Company to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the "ACH" processor selected by FI, (iv) settle for such Entries as provided in the Rules, and (v) in the case of a credit Entry received for credit to an account with FI ("On-Us Entry"), FI shall credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by FI at the time and in the form prescribed by FI in Section 5.

(b) transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by FI's cut-off time at the location specified by FI to Company from time to time; (ii) the Effective Entry Date satisfies the criteria provided by FI to Company; and (iii) the ACH processor is open for business on such Business Day. Company agrees that the ACH processor selected by FI shall be considered to have been selected by and designated by Company. The Company will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

13. PAYMENT FOR CREDIT ENTRIES AND RETURNED DEBIT ENTRIES. Company agrees to settle for all credit Entries issued by Company, User(s), or credit Entries otherwise made effective against Company. Company shall make payment to FI on the date as determined by FI, in its discretion ("Payment Date") Company shall pay FI for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("RDFI") or debit Entry dishonored by FI. Payment shall be made by Company to FI in any manner specified by FI. Notwithstanding the foregoing, FI is hereby authorized to charge the account(s) ("Authorized Account(s)") designated in Schedule C, as payment for all payments due under this Agreement. Company shall maintain sufficient collected funds in the Authorized Account(s) to pay for all payments due FI under this Agreement on the Payment Date. In the event the Authorized Account or any other Company Financial Institution account does not have collected funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, FI may take any of the following actions:

- (a) Refuse to process all Entries, in which event FI shall return the data relating to such credit Entries to Company, whereupon FI shall have no liability to Company or to any third party as a result thereof; or
- (b) Process that portion of the credit Entries as Company has sufficient collected funds in the Authorized Account to cover, in whatever order FI in its sole discretion shall elect to process, in which event FI shall return the data relating to such credit Entries as are not processed to Company, whereupon FI shall have no liability to Company or any third party as a result thereof; or
- (c) Process all credit Entries. In the event FI elects to process credit Entries initiated by Company and Company has not maintained sufficient collected funds in the Authorized Account with FI to cover them, the total amount of the insufficiency advanced by FI on behalf of Company shall be immediately due and payable by Company to FI without any further demand from FI. If FI elects to pay Company's account in the overdraft on any one or more occasions, it

shall not be considered a waiver of FI's rights to refuse to do so at any other time nor shall it be an agreement by FI to pay other items in the overdraft.

14. ON-US ENTRIES. Except as provided in Section 16, Rejection of Entries, in the case of an Entry received for credit to an account maintained with FI (an "On-Us Entry"), the FI shall credit 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 Section 12(b) (i), (ii), and (iii) are met. If any of those requirements are not met, the FI shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

15. REJECTION OF ENTRIES. Company agrees that FI has no obligation to accept Entries and therefore may reject any Entry issued by Company. FI has no obligation to notify Company of the rejection of an Entry but FI may do so at its option. FI shall have no liability to Company for rejection of an Entry and shall not be liable to pay interest to Company even if the amount of Company's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Company or the FI has otherwise received full payment from Company.

16. CANCELLATION OR AMENDMENT BY COMPANY. Company shall have no right to cancel or amend any Entry after its receipt by FI. However, FI may, at its option, accept a cancellation or amendment by Company. If FI accepts a cancellation or amendment of an Entry, Company must comply with the Security Procedures provided in Section 7 of this Agreement. If such a request is received by the FI before the affected Entry has been transmitted to the ACH Processor (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), the FI will use reasonable efforts to cancel or amend the Entry as requested, but the FI shall have no liability if the cancellation or amendment is not effected. If FI accepts a cancellation or amendment of an Entry, Company hereby agrees to indemnify, defend all claims and hold FI harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by FI as the result of its acceptance of the cancellation or amendment.

17. REVERSALS OF ENTRIES. The Online Banking Product allows the Company to edit or delete ACH entries and files up to the cut-off time (6:00 am ET) one day prior to the effective date of the file. Company shall have no right to cancel or amend any entry after its receipt by FI. Under no circumstances shall the FI be liable for interest or related losses if the requested reversal of an Entry is not affected. The Company shall reimburse the FI for any expenses, losses or damages it incurs in effecting or attempting to affect the Company's request for reversal of an Entry.

18. ERROR DETECTION. FI has no obligation to discover and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. FI shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company. Notwithstanding the foregoing, if the Company discovers that any Entry it has initiated was in error, it shall notify the FI of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the FI will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any "On-Us" credit Entry within the time limits provided by the Rules. In the event that Company makes an error or issues a duplicate Entry, Company shall indemnify, defend all claims, and hold FI harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by FI as result of the error or issuance of duplicate Entries.

19. PROHIBITED TRANSACTIONS. Company agrees not to use or attempt to use the Services (a) to engage in any illegal activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in Company being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that FI has no obligation to monitor Company’s use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that FI reserves the right to decline to execute any transaction or activity that FI believes violates terms of this Agreement.

20. PRENOTIFICATION. FI requires that Company send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Pre-notices are the responsibility of the Company. If FI receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, FI shall notify user of return as prescribed in Section 22, and Company will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules. If prenotification is not rejected, after a period of six (6) days, the status of the account will automatically be approved, and transactions against the account can commence.

21. NOTICE OF RETURNED ENTRIES AND NOTIFICATIONS OF CHANGE. FI shall notify Company by e-mail, facsimile transmission, US mail, or other means of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by Company in accordance with the requirements of Section 5, FI shall have no obligation to retransmit a returned Entry to the ACH Operator if FI complied with the terms of this Agreement with respect to the original Entry. Company shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from FI. FI shall provide Company all information, via encrypted email or facsimile transmission to User, as required by the Rules, with respect to each Notification of Change (“NOC”) Entry, Refused Notification of Change, or Corrected Notification of Change (“Corrected NOC”) Entry received by FI relating to Entries transmitted by Company. FI must provide such information to Company within two (2) banking days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from FI or prior to initiating another Entry to the Receiver's account, whichever is later.

22. ENTRIES RETURNED AS UNAUTHORIZED; UNAUTHORIZED RATE.

(a) In the event that an Entry is returned as unauthorized or authorization revoked, Company will contact the necessary parties and resolve any dispute. During this process Company may ask FI to request from the RDFI a copy of the “Written Statement of Unauthorized Debit (WSUD).” FI will make its best effort to obtain the form and will deliver it to the Company when received. Company agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless and until the Receiver reauthorizes the Entry or Entry stream.

(b) In the event the rate of unauthorized transactions exceeds the permissible limit based on the calculations noted in the Rules, Company will share the data requested by FI based on the Rules and will immediately begin the process of bringing the rate below that threshold.

23. ACCOUNT RECONCILIATION. The Company agrees to notify the FI promptly of any discrepancy between the Company's records and the information shown on any periodic statement. If the Company fails to notify the FI within ten (10) calendar days of receipt of a periodic statement containing such information; the Company agrees that the FI shall not be liable for any other losses resulting from the Company's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If the Company fails to notify the FI within thirty (30) calendar days of receipt of such periodic statement, the Company shall be precluded from asserting any discrepancy against the FI.

24. PROVISIONAL SETTLEMENT. Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Company acknowledges that it has received notice of that Rule and or 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.

25. COMPANY REPRESENTATIONS AND WARRANTIES; INDEMNITY. With respect to each and every Entry transmitted by Company, Company represents and warrants to FI and agrees that (a) each person or entity shown as the Receiver on an Entry received by FI from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by FI as provided herein, (c) Entries transmitted to FI by Company are limited to these types of credit and debit Entries: PPD (Prearranged Payment and Deposit Entry), CCD (Corporate Credit and Debit Entry), WEB (Internet/Mobile Initiated Entry), (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, (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, and (f) Company shall ensure that any and all non-public personal information provided by Company to Bank shall be secure and will not be disclosed to any unauthorized person. 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. The Company shall defend, indemnify, and hold harmless the FI, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, including attorney's fees and expenses, resulting from or arising out of (aa) any breach of any of the agreements, representations or warranties of the Company contained in this Agreement; or (bb) any act or omission of the Company or any other person acting on the Company's behalf.

26. ADDITIONAL COMPANY WARRANTIES FOR SELECTED STANDARD ENTRY CLASSES. NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Company hereby warrants to FI that for each such ACH Entry submitted for processing, Company has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Agreement. Company also makes the additional warranties to FI that FI makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Company. Company indemnifies and holds FI harmless from any liability arising out of Company's breach of these warranties.

27. FINANCIAL INFORMATION AND AUDIT. FI may from time to time request information from Company in order to evaluate a continuation of the Service to be provided by FI hereunder and/or adjustment of any limits set by this Agreement. Company agrees to provide the requested financial information immediately upon request by FI, in the form required by FI. Company authorizes FI to investigate or reinvestigate at any time any information provided by Company in connection with this Agreement or the Service. Upon request by FI, Company hereby authorizes FI to enter Company's business premises for the purpose of ensuring that Company is in compliance with this Agreement and Company specifically authorizes FI to perform an audit of Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Company hereby acknowledges and agrees that FI shall have the right to mandate specific internal controls at Company's location(s) and Company shall comply with any such mandate. In addition, Company hereby agrees to allow FI to review available reports of independent audits performed at the Company location related to information technology, the Service and any associated operational processes. Company agrees that if requested by FI, Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by FI in an audit of Company. If Company refuses to provide the requested financial information, or if FI concludes, in its sole discretion, that the risk of Company is unacceptable, if Company violates this Agreement or the Rules, or if Company refuses to give FI access to Company's premises, FI may terminate the Service and this Agreement according to the provisions hereof.

28. LIMITATION OF LIABILITY.

(a) IN THE PERFORMANCE OF THE SERVICES REQUIRED BY THIS AGREEMENT, FI SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY COMPANY PURSUANT TO THIS AGREEMENT, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. FI SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. FI 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 OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ACH OPERATOR OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RDFI (INCLUDING, WITHOUT LIMITATION, THE RETURN OF ANY ENTRY BY SUCH RECEIVER OR RDFI), AND NO SUCH PERSON SHALL BE DEEMED FI'S AGENT. COMPANY AGREES TO INDEMNIFY FI AGAINST ANY LOSS, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) RESULTING FROM OR ARISING OUT

OF ANY CLAIM OF ANY PERSON THAT THE FI IS RESPONSIBLE FOR ANY ACT OR OMISSION OF COMPANY OR ANY OTHER PERSON DESCRIBED IN THIS SECTION 29(a).

(b) FI SHALL BE LIABLE FOR COMPANY'S ACTUAL DAMAGES DUE TO CLAIMS ARISING SOLELY FROM FI'S OBLIGATIONS TO COMPANY WITH RESPECT TO ENTRIES TRANSMITTED PURSUANT TO THIS AGREEMENT OR; IN NO EVENT SHALL FI 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 FI 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 FI'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

(c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, FI 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 FI'S CONTROL. IN ADDITION, FI SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN FI'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN FI'S REASONABLE JUDGMENT OTHERWISE WOULD VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE OR ANY RULE OR REGULATION OF ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY.

(d) SUBJECT TO THE FOREGOING LIMITATIONS, FI'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 FI'S OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT.

29. INCONSISTENCY OF NAME AND ACCOUNT NUMBER. The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the FI to the RDFI may be made by the RDFI (or by the FI 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 the Company's obligation to pay the amount of the Entry to the FI is not excused in such circumstances. Company is liable for and must settle with FI for any Entry initiated by Company that identifies the Receiver by account or identifying number or by name and account or identifying number.

30. PAYMENT FOR SERVICES. The Company shall pay the FI the charges for the services provided in connection with this Agreement, as set forth in Schedule D. All fees and services are subject to change upon thirty (30) days prior written notice from the FI. Such charges do not include, and the Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Depository Agreement between the FI and the Company with respect to the Account.

31. AMENDMENTS. Except as provided in Section 31, the FI may amend this agreement from time to time upon written notice to the Company. In the event that performance of services under this Agreement would result in a violation of any present or future statute, regulation or governmental

policy to which the FI is subject, then this Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, the FI may terminate this Agreement if it deems such action necessary or appropriate under the circumstances. The FI shall have no liability to the Company as a result of any such violation, amendment or termination. Any practices or course of dealings between the FI and the Company, or any procedures or operational alterations used by them, shall not constitute a modification of this Agreement or the Rules, nor shall they be construed as an amendment to this Agreement or the Rules.

32. NOTICES, INSTRUCTIONS, ETC.

(a) Except as stated herein, the FI shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.

(b) The FI 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 of Company, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by the FI.

(c) Except as stated herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by US mail, if to Company, at the address of Company on the books of FI and if to FI, at the following address:

Bulldog Federal Credit Union
Attn: Accounting Department
580 Northern Avenue
Hagerstown, MD 21742

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

33. DATA RETENTION. The Company shall retain data on file adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by the FI as provided herein, and shall provide such Data to the FI upon its request.

34. RECORDS. All Entries, security procedures and related records used by the FI for transactions contemplated by this Agreement shall be and remain the FI's property. The FI may, at its sole discretion, make available such information upon the Company's request. Any expenses incurred by the FI in making such information available to the Company shall be paid by the Company.

35. COOPERATION IN LOSS RECOVERY EFFORTS. In the event of any damages for which FI or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, FI 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 that the relevant party may be obligated to defend or elects to pursue against a third party.

36. TERMINATION. Company may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of FI's receipt of written notice of such termination or such later date as is specified in that notice. FI 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 FI'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 services performed by FI prior to termination, or any other obligations that survive termination of this Agreement.

37. ENTIRE AGREEMENT. This Agreement (including the Schedules attached) together with the Depository Agreement, is the complete and exclusive statement of the agreement between the FI and the Company with respect to the subject matter hereof and supersedes any prior agreement(s) between the FI with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Depository 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 or future statute, regulation or government policy to which the FI 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 the FI shall incur no liability to the Company as a result of such violation or amendment. No course of dealing between the FI and the Company will constitute a modification of this Agreement, the Rules, or the security procedures, or constitute an agreement between the FI and the Company regardless of whatever practices and procedures the FI and the Company may use.

38. NON-ASSIGNMENT. The Company may not assign this Agreement or any of the rights or duties hereunder to any person without the FI's prior written consent.

39. WAIVER. The FI may waive enforcement of any provision of this Agreement. Any such waiver shall not affect the FI's rights with respect to any other transaction or modify the terms of this Agreement.

40. 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 assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the FI or the Company hereunder.

41. 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.

42. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland, without reference to its conflict of laws, provisions, and applicable federal law.

FINANCIAL INSTITUTION

By: BULLDOG FEDERAL CREDIT UNION

Name: _____

Title: _____

COMPANY

By: _____

Name: _____

Title: _____

SCHEDULE A
PROCESSING SCHEDULE/DELIVERY OF ACH FILES

A. Delivery of ACH files: Company will access the secure Online Banking Product using the website URL provided to them during the onboarding process.

B. Format and content of Entries: Company will use the Online Banking Product to initiate credit and debit ACH entries pursuant to the terms of this agreement. Online banking product will generate NACHA formatted files based on Company input. Files will be suitable for processing at FI's ACH processor.

C. Timing of Delivery: The cutoff time for transmission of a file containing ACH debit and/or credit transactions to the FI for processing is 3:00 pm Eastern Time one (1) business day prior to the Effective Date.*

E. Notice by Financial Institution: If an Entry is rejected, returned, or if a notification of change (NOC) is received, the FI shall notify the Company by the methods agreed to herein. All notices shall be provided to the following addresses for each party:

If to FI:

Bulldog Federal Credit Union
Accounting Department
phone: (301)797-6318
email: accounting@bdfcu.com

If to Company:

Company name: _____
Primary contact:
Name: _____
Phone: _____
email: _____
Secondary contact:
Name: _____
Phone: _____
email: _____

* "Effective Date" must be a business day, or the file will be processed on the first business day following the effective date.

SCHEDULE B
ACH ORIGINATING COMPANY INFORMATION

Company:

Street Address:

City/State/Zip:

Tax ID #:

Company Phone Number:

Company Fax Number:

Primary Contact:

Secondary Contact:

Authorized Account:

Authorized Account:

Authorized Account:

**SCHEDULE C
SERVICE FEES**

Per transaction		
	Debit	\$0.10
	Credit	\$0.10
Returns and Notifications of change		\$5.00

SCHEDULE D HOLIDAY SCHEDULE

The FI will be closed on the following standard holidays observed by the Federal Reserve Bank. The Financial Institution will not accept files for processing on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated for these days.

New Year's Day (January 1)

Martin Luther King's Birthday (Third Monday in January)

Presidents' Day (Third Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Columbus Day (Second Monday in October)

Veterans Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Christmas Day (December 25)

Note: If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.

SCHEDULE E
SAMPLE ACH AUTHORIZATION AGREEMENTS (ACH DEBITS, ACH CREDITS)

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Company Name _____ Company ID Number _____

I (we) hereby authorize _____, hereinafter called COMPANY, to initiate debit entries to my (our) Checking Account/ Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____ Branch _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) _____ ID Number _____

Date _____ Signature _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

**SCHEDULE E
(CONTINUED)**

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

Company Name _____ Company ID Number _____

I (we) hereby authorize _____, hereinafter called COMPANY, to credit entries to my (our) Checking Account/ Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____ Branch _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) _____ ID Number _____

Date _____ Signature _____

NOTE: ALL WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.