

This agreement is made this the _____ day of _____ between: University of Virginia Community Credit Union (“UVACCU”) and _____ (the “Member”).

Member wishes to initiate credit and/or debit Entries through UVACCU to accounts maintained at UVACCU 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”) may be amended from time to time, (the “Rules”), and UVACCU 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 UVACCU will provide to Member the ACH Services outlined herein (“Services”). Member hereby requests UVACCU to provide the Service described in this Agreement. By executing this Agreement and/or using the Services described in this Agreement, Member 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 UVACCU will provide to Member the Service outlined herein. To the extent that the Member transmits Entries via the Internet, the Member must execute the Business Online Services Agreement which 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”), the Business Online Services Agreement, and/or the Depository 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 Member hereunder from which UVACCU 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, UVACCU and Member, intending to be legally bound, do hereby agree as follows:

AGREEMENT

1. COMPLIANCE WITH RULES AND LAWS. Member acknowledges it has a copy or has access to a copy of the Commercial Online Banking Agreement. Member 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 Member 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 Member to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC’s home page site at www.ustreas.gov/ofac.) Member agrees that the performance of any action by UVACCU to debit or credit an account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of the UVACCU under OFAC or any program administered by the United States Department of the Treasury’s Financial Crimes Enforcement Network (“FinCEN”). Member agrees generally and warrants to UVACCU that all actions by Member contemplated by this Agreement, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council (“FFIEC”). UVACCU will charge the Member with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of non-compliance by the Member and the Member agrees to fully reimburse and/or indemnify UVACCU for such charges or fines. The specific duties of the Member provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. The duties of the Member set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules.

2. UNDERWRITING. Member approval for use of this Service may be subject to underwriting criteria established by UVACCU from time to time. If UVACCU requires application of underwriting criteria to Member approval for use of this Service, UVACCU will communicate to Member the nature and content of that criteria and the information Member will be required to provide to UVACCU. Member agrees to provide UVACCU such financial, business and operating information as UVACCU may reasonably request in connection with UVACCU’s

underwriting and approval process. UVACCU may require the personal guarantee of a principal or an owner of company. **Schedule I** should be executed if such a guarantee is required.

3. SECURITY INTEREST. To secure the payment and performance of Member's obligations set forth herein, Member grants to UVACCU a security interest in and pledges and assigns to UVACCU all of Member'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 Member (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in UVACCU's custody or control; (b) any other collateral described in any security instrument securing the obligations of Member to UVACCU under this Agreement or any other obligation of Member to UVACCU; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

4. DESIGNATION OF ADMINISTRATOR. In order to originate ACH Entries, Member must designate at least one Administrator. Administrator(s) shall be responsible for designating "Users" who Member authorizes to issue Entries on its behalf. For the purposes of this Agreement, the term User shall also include the Administrator. UVACCU shall be entitled to rely on the designations made by the Member'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 Member's banking resolutions. Member agrees that any such online Entries shall comply with UVACCU's Security Procedures, which are subject to change without notice to Member. Although UVACCU is only required to act upon the instructions of the User(s), UVACCU may, in its sole discretion, execute debit or credit Entries initiated by any individuals authorized by Member to sign checks on Member accounts. The signature cards establishing the authorized signatories for Member deposit accounts are hereby incorporated by reference and made a part hereof.

5. TRANSMISSION OF ENTRIES BY CUSTOMER. User(s) shall initiate the debit or credit Entries in **Schedule A** hereunder on behalf of and selected by Member. UVACCU shall be entitled to deem any person having knowledge of any Security Procedure, defined below in Section 6 of this Agreement and required to initiate Entries under this Agreement, to be a User. User(s) shall transmit Entries to UVACCU in computer readable form in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by UVACCU. Entries shall be transmitted to UVACCU 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 B**. For the purposes of this Agreement, "Business Day" means Monday through Friday, excluding federal holidays and the "Settlement Date" with respect to any Entry shall be the Business Day when such Entry is debited or credited in accordance with instructions of the Member. A federal holiday calendar is attached as **Schedule G**. Entries received after the cut off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Member to UVACCU on any one Business Day shall not exceed the lesser of the amount of collected funds in Member's account or the ACH Processing Limit set forth in **Schedule D** to this Agreement.

"Entry Settlement Limit" means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to Member by UVACCU in writing from time to time.

"In-Process Entries" means the aggregate dollar amount of all credit or debit Entries initiated by Member and in process on any date for which settlement has not occurred with respect to credit Entries, or the applicable period for the return of items has not expired with respect to debit Entries.

"Overlimit Entry" means an Entry the amount of which would cause the aggregate amount of In-Process Entries to exceed the Entry Settlement Limit. Member agrees that UVACCU will not process an Overlimit Entry. UVACCU will suspend any Overlimit Entry submitted by Member and may, following its receipt of an Overlimit Entry; suspend all In-Process Entries. Member acknowledges that any Overlimit Entry or other In-Process Entries suspended by UVACCU will not settle on their scheduled Settlement Date. If Member wishes to initiate an Entry that would cause the amount of In-Process Entries to exceed the Entry Settlement Limit, Member may submit to UVACCU its request to initiate an Entry that otherwise would be an Overlimit Entry. Member must submit its request at least 2 banking days prior to the date on which Member wishes to initiate the Entry that otherwise would be an Overlimit Entry. UVACCU may require from Member financial or other information in connection with UVACCU's consideration of the request. UVACCU may grant or deny Member's request at its sole discretion. In addition to the foregoing, UVACCU generally reserves the right to limit the nature and amount of the preauthorized debit/credit Entries processed under this Agreement or to refuse to process any debit/credit Entries under this

Agreement if, in UVACCU's sole judgment (i) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason, (ii) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (iii) a preauthorized credit Entry or the return of a preauthorized debit Entry would create an overdraft of Member's Accounts. If any of the foregoing actions are taken by UVACCU with respect to a particular preauthorized debit/credit Entry, UVACCU will notify Member as promptly as practicable, but in no event later than 2 banking days after its decision. Member may not reinitiate entries except as prescribed by the Rules.

6. SECURITY PROCEDURES.

(a) The Member shall comply with the "Security Procedures" described in **Schedule C** attached hereto and made a part hereof, and Member 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, or method of authentication or identification used in connection with a Security Procedure ("Security Devices") constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries. Member authorizes UVACCU to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Member has notified UVACCU, according to notification procedures prescribed by UVACCU, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than User(s) and until UVACCU has had a reasonable opportunity to act upon such notice. Member agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for UVACCU to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Member's deposit account maintained with UVACCU, and Member agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Member's written signature in authorizing UVACCU to execute such transaction. Member acknowledges and agrees that Member 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. Member further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or Entries initiated by Member and that Member bears the sole responsibility for detecting and preventing such error.

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

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

(d) UVACCU 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 UVACCU's discretion. UVACCU will endeavor to give Member reasonable notice of any change in Security Procedures; provided that UVACCU may make any change in Security Procedures without advance notice to Member if UVACCU, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of UVACCU's systems and assets. Member's implementation and use of any changed Security Procedures after any change in Security Procedures shall

constitute Member’s agreement to the change and Member’s agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

7. PHYSICAL AND ELECTRONIC SECURITY.

(a) Member is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Member’s possession or under Member’s control. Without limiting the generality of the foregoing, Member specifically acknowledges and agrees that as part of the foregoing obligation Member shall comply with the provisions of Section 1.6 of the Rules, entitled “Security Requirements,” for the safeguarding of Protected Information, as that term is defined in the Rules. UVACCU is not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware,” “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 Member’s own discretion and risk, and UVACCU is not responsible for any damage to Member’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. Member is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Member’s operating systems, and for protecting, securing, and backing up any data and information stored in or on Member’s operating systems. UVACCU is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Member’s operating systems or accessed through an Internet connection.

(b) Member acknowledges and agrees that it is Member’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”). Member agrees to educate User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Member acknowledges that UVACCU will never contact Member by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Member receives an e-mail or other electronic communication that Member believes, or has reason to believe, is fraudulent, Member agrees that neither Member 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. Member agrees that UVACCU is not responsible for any losses, injuries, or harm incurred by Member as a result of any electronic, e-mail, or Internet fraud.

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

8. INTERNATIONAL ACH TRANSACTIONS (“IAT”). Member shall not initiate any IAT Entries.

9. CREDIT AND DEBIT ENTRIES; RECORDS RETENTION. Member shall obtain an authorization (“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 Member and Member 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. Upon request, Member shall furnish the original or a copy of the authorization to any affected Participating Depository UVACCU, as defined in the Rules.

The following table shows the proper SEC Codes to use depending on how you obtained the authorization to debit/credit an individual or company’s account:

<i>SEC Code</i>	<i>Debit / Credit</i>	<i>Authorization Method</i>
PPD	Debit or Credit	Document signed by individual or similarly

		authenticated
CCD, CTX	Debit or Credit	Document signed or verbal agreement by Member*

* All transactions from a business account must be CCD or CTX. Please see the CCD and CTX definition in Schedule A or refer to the NACHA Rules for a detailed explanation.

10. RECORDING AND USE OF COMMUNICATIONS. Member and UVACCU 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. UVACCU shall not be obligated to make such recordings.

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

(a) (i) use commercially reasonable efforts to comply with the instructions of Member, (ii) process Entries received from Member to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the "ACH" processor selected by UVACCU, (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 UVACCU ("On-Us Entry"), UVACCU 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 UVACCU at the time and in the form prescribed by UVACCU 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 UVACCU's cut-off time at the location specified by UVACCU to Member from time to time; (ii) the Effective Entry Date satisfies the criteria provided by UVACCU to Member; and (iii) the ACH processor is open for business on such Business Day. Member agrees that the ACH processor selected by UVACCU shall be considered to have been selected by and designated by Member. The Member will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

12. SETTLEMENT OF CREDIT ENTRIES AND RETURNED DEBIT ENTRIES. Member agrees to settle for all credit Entries issued by Member, User(s), or credit Entries otherwise made effective against Member. Member shall make settlement at such time on the date of transmittal by UVACCU of such credit Entries as UVACCU, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Date of such credit Entry as UVACCU, in its discretion, may determine. Member shall settle with UVACCU for the amount of each debit Entry returned by a Receiving Depository UVACCU ("RDFI") or debit Entry dishonored by UVACCU. Settlement shall be made by Member to UVACCU in any manner specified by UVACCU. Notwithstanding the foregoing, UVACCU is hereby authorized to charge the account(s) ("Authorized Account(s)") designated in **Schedule E**, as settlement for credit Entries issued by Member or returned or dishonored debit Entries. If UVACCU requires pre-funding, Member shall maintain sufficient collected funds in the Authorized Account(s) to settle for the credit Entries at the time the credit Entries are issued by Member. In the event the Authorized Account or any other Member bank account does not have collected funds sufficient on the Settlement Date to cover the total amount of all Entries to be paid on such Settlement Date, UVACCU may take any of the following actions:

(a) Refuse to process all Entries, in which event UVACCU shall return the data relating to such credit Entries to Member, whereupon UVACCU shall have no liability to Member or to any third party as a result thereof; or

(b) Process that portion of the credit Entries as Member has sufficient available funds in the Authorized Account to cover, in whatever order UVACCU in its sole discretion shall elect to process, in which event UVACCU shall return the data relating to such credit Entries as are not processed to Member, whereupon UVACCU shall have no liability to Member or any third party as a result thereof; or

(c) Process all credit Entries. In the event UVACCU elects to process credit Entries initiated by Member and Member has not maintained sufficient available funds in the Authorized Account with UVACCU to cover them, the total amount of the insufficiency advanced by UVACCU on behalf of Member shall be immediately due and payable by Member to UVACCU without any further demand from UVACCU. If UVACCU elects to pay Member's account in the overdraft on any one or more occasions, it shall not be considered a waiver of UVACCU's rights to refuse to do so at any other time nor shall it be an agreement by UVACCU to pay other items in the overdraft.

13. PRE-FUNDING. UVACCU reserves the right to require Member to pre-fund an Account maintained at UVACCU prior to the Settlement Date of the ACH file. UVACCU shall determine whether pre-funding is required based on criteria established from time to time by UVACCU. UVACCU will communicate directly to Member if pre-funding is required and, if requested by Member, will provide Member with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Member will provide immediately available and collected funds sufficient to pay all Entries initiated by Member (a) not later than 8:00 a.m. local time 2 banking days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

14. ON-US ENTRIES. Except as provided in Section 17, Rejection of Entries, or in the case of an Entry received for credit to an account maintained with UVACCU (an "On-Us Entry"), the UVACCU 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 UVACCU 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. RESERVES. From time to time, UVACCU shall evaluate Member's transaction activity for the purpose of establishing averages for transaction frequency, amount, returns and adjustments. These evaluations will occur at least annually and may occur more frequently at UVACCU's discretion. In connection with these evaluations, UVACCU reserves the right to require Member to establish reserves with UVACCU calculated by UVACCU to cover Member's obligations to UVACCU arising from ACH activities under this Agreement. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by UVACCU's periodic evaluations. The amount of reserves required by UVACCU, if any, will be communicated directly to Member from time to time. Member agrees to establish reserves as required by UVACCU within 2 banking days after receipt of a communication from UVACCU setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. UVACCU may suspend ACH processing activity for Member if Member fails to establish the required amount of reserves within the time period specified by UVACCU in its communication to Member.

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

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

18. REVERSALS OF ENTRIES.

(a) General Procedure. The Member may initiate a reversing Entry or file of entries for erroneous or duplicate transactions, pursuant to NACHA Rules. In doing so Member warrants that it has initiated the Entries or files reversal (i) within five (5) Business Days of the Effective Entry Date for the Entry or File to be reversed; (ii) immediately, not to exceed ten (10) hours, upon discovery of the error; and (iii) The Member also warrants that the account holder of a reversing entry has been notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal. For both reversing entries and files, the Member indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability, or expense. If the Member reverses an Entry or File, the Member shall indemnify UVACCU against any claim, alleged claim, demand, loss, liability or expense resulting directly or indirectly from such reversal.

(b) No Liability: Reimbursement to UVACCU. Under no circumstances shall the UVACCU be liable for interest or related losses if the requested reversal of an Entry is not effected. The Member shall reimburse UVACCU for any expenses, losses or damages it incurs in effecting or attempting to effect the Member's request for reversal of an Entry.

19. ERROR DETECTION. UVACCU has no obligation to discover and shall not be liable to Member for errors made by Member, 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. UVACCU shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Member. Notwithstanding the foregoing, if the Member discovers that any Entry it has initiated was in error, it shall notify the UVACCU of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the UVACCU 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 Member makes an error or issues a duplicate Entry, Member shall indemnify, defend all claims, and hold UVACCU harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by UVACCU as result of the error or issuance of duplicate Entries.

20. PROHIBITED TRANSACTIONS. Member agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Member is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Member acknowledges and agrees that UVACCU has no obligation to monitor Member's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that UVACCU reserves the right to decline to execute any transaction or activity that UVACCU believes violates the terms of this Agreement.

21. PRENOTIFICATION. Member, at its option, may 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. Such notice shall be provided to the UVACCU in the format and on the medium provided in the media format section of such Rules. If Member 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, Member 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.

22. NOTICE OF RETURNED ENTRIES AND NOTIFICATIONS OF CHANGE. UVACCU shall notify Member 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 Member in accordance with the requirements of Section 5, UVACCU shall have no obligation to retransmit a returned Entry to the ACH Operator if UVACCU complied with the terms of this Agreement with respect to the original Entry. Member 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 UVACCU. UVACCU shall provide Member all information, as required by the Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by UVACCU relating to Entries transmitted by Member. UVACCU must provide such information to Member within two (2) banking days of the Settlement Date of each NOC or Corrected NOC Entry. Member shall ensure that changes requested by the NOC or Corrected NOC are made within three (3) banking days of Member's receipt of the NOC information from UVACCU or prior to initiating another Entry to the Receiver's account, whichever is later.

23. ACCOUNT RECONCILIATION. The Member agrees to notify the UVACCU promptly of any discrepancy between the Member's records and the information shown on any periodic statement. If the Member fails to notify the UVACCU within ten (10) calendar days of receipt of a periodic statement containing such information; the Member agrees that the UVACCU shall not be liable for any other losses resulting from the Member'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 Member fails to notify the UVACCU within thirty (30) calendar days of receipt of such periodic statement, the Member shall be precluded from asserting any discrepancy against the UVACCU.

24. PROVISIONAL SETTLEMENT. Member 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 Member 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 Member shall not be deemed to have paid the Receiver the amount of the Entry.

25. CUSTOMER REPRESENTATIONS AND WARRANTIES; INDEMNITY. With respect to each and every Entry transmitted by Member, Member represents and warrants to UVACCU and agrees that (a) each person or entity shown as the Receiver on an Entry received by UVACCU from Member 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 UVACCU as provided herein, (c) Entries transmitted to UVACCU by Member are limited to those types of credit and debit Entries set forth in **Schedule A**, (d) Member 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, and (e) Member 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. Member 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 Member shall not be deemed to have paid the Receiver the amount of the Entry. The Member shall defend, indemnify, and hold harmless the UVACCU, 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 Member contained in this Agreement; or (bb) any act or omission of the Member or any other person acting on the Member's behalf.

26. ADDITIONAL MEMBER 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, Member hereby warrants to UVACCU that for each such ACH Entry submitted for processing, Member has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Agreement. Member indemnifies and holds UVACCU harmless from any liability arising out of Member's breach of these warranties.

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

28. FORCE MAJEURE. *UVACCU will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. For purposes hereof, a "Force Majeure Event" means an unforeseeable event beyond the reasonable control of UVACCU, including but not limited to: an act of God; fire; flood; labor strike; equipment communication or availability failure; fiber or data-line cut; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; acts of terrorism; war or civil disorder.*

29. LIMITATION OF LIABILITY.

(a) IN THE PERFORMANCE OF THE SERVICES REQUIRED BY THIS AGREEMENT, UVACCU SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY MEMBER PURSUANT TO THIS AGREEMENT, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. UVACCU 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. UVACCU SHALL NOT BE RESPONSIBLE FOR MEMBER'S ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM MEMBER) 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 UVACCU'S AGENT. MEMBER AGREES TO INDEMNIFY UVACCU AGAINST ANY LOSS, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT UVACCU IS RESPONSIBLE FOR ANY ACT OR OMISSION OF MEMBER OR ANY OTHER PERSON DESCRIBED IN THIS SECTION 29(a).

(b) UVACCU SHALL BE LIABLE FOR MEMBER'S ACTUAL DAMAGES DUE TO CLAIMS ARISING SOLELY FROM UVACCU'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; IN NO EVENT SHALL UVACCU BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH MEMBER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE UVACCU AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH MEMBER MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM UVACCU'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

(c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, UVACCU 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 UVACCU'S CONTROL. IN ADDITION, UVACCU SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN UVACCU'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN UVACCU'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, UVACCU'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 UVACCU'S OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT.

30. INCONSISTENCY OF NAME AND ACCOUNT NUMBER. The Member acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by UVACCU to the RDFI may be made by the RDFI (or by UVACCU in the case of an On-Us Entry) on the basis of the account number supplied by the Member, even if it identifies a person different from the named Receiver, and that the Member's obligation to pay the amount of the Entry to UVACCU is not excused in such circumstances. Member is liable for and must settle with UVACCU for any Entry initiated by Member that identifies the Receiver by account or identifying number or by name and account or identifying number.

31. PAYMENT FOR SERVICES. The Member shall pay UVACCU the charges for the services provided in connection with this Agreement, as set forth in **Schedule F**. All fees and services are subject to change upon thirty (30) days prior written notice from UVACCU. Such charges do not include, and the Member 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 UVACCU and the Member with respect to the Account.

32. AMENDMENTS. Except as provided in Section 31, UVACCU may amend this agreement from time to time upon written notice to the Member. 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 UVACCU is subject, then this Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, UVACCU may terminate this Agreement if it deems such action necessary or appropriate under the circumstances. UVACCU shall have no liability to the Member as a result of any such violation, amendment or termination. Any practices or course of dealings between the UVACCU and the Member, 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.

33. NOTICES, INSTRUCTIONS, ETC.

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

(b) UVACCU 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 Member, 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 UVACCU.

(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 Member, at the address of Member on the records of UVACCU and if to UVACCU, at the following address:

UVA Community Credit Union
Attn: ACH Department
3300 Berkmar Drive
Charlottesville, VA 22901

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.

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

35. DATA MEDIA AND RECORDS. All data media, Entries, security procedures and related records used by UVACCU for transactions contemplated by this Agreement shall be and remain the UVACCU's property. UVACCU may, at its sole discretion, make available such information upon the Member's request. Any expenses incurred by the UVACCU in making such information available to the Member shall be paid by the Member.

36. COOPERATION IN LOSS RECOVERY EFFORTS. In the event of any damages for which UVACCU or Member may be liable to each other or to a third party pursuant to the services provided under this Agreement, UVACCU and Member 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.

37. TERMINATION Either party may terminate this Agreement upon 30 calendar days written notice to the other; provided, however, that UVACCU may terminate this agreement immediately upon its determination that Member is in violation of this Agreement, the ACH Rules or applicable laws, if Member initiates any bankruptcy proceeding or is otherwise declared insolvent, or at the sole discretion of UVACCU for any other reason. Any termination of this Agreement shall not affect any of UVACCU's rights or Member's obligations with respect to any Entries initiated by Member prior to such termination, or the payment obligations of Member with respect to services performed by UVACCU prior to termination, or any other obligations that survive termination of this Agreement. Member's obligation with respect to any Entry shall survive termination of this Agreement until any applicable statute of limitation has elapsed.

38. ENTIRE AGREEMENT. This Agreement (including the Schedules attached) together with the Depository Agreement, is the complete and exclusive statement of the agreement between UVACCU and the Member with respect to the subject matter hereof and supersedes any prior agreement(s) between UVACCU 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 UVACCU 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 UVACCU shall incur no liability to the Member as a result of such violation or amendment. No course of dealing between UVACCU and the Member will constitute a modification of this Agreement, the Rules, or the security procedures, or constitute an agreement between the UVACCU and the Member regardless of whatever practices and procedures UVACCU and the Member may use.

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

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

41. 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 UVACCU or the Member hereunder.

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

43. 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.

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

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

Member

UVA Community Credit Union

By: _____

By: _____

Name:

Name:

Title:

Title:

Schedule A

CUSTOMER SELECTED STANDARD ENTRY CLASS CODE

As used in the Agreement, the following* are ACH Standard Entry Class Codes (SEC) approved for use by Member (check all that apply), subject to any specific restrictions on the types of ACH transactions that may be originated, which are identified by UVACCU below:

CCD – Corporate Credit or Debit – Either a credit or debit where funds are either distributed or consolidated between corporate entities.

CTX - Corporate Trade Exchange –The transfer of funds (debit or credit) within a trading partner relationship in which payments related information is placed in multiple addenda records.

PPD - Prearranged Payment and Deposit

- **Direct Deposit** - The transfer of funds into a consumer's account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.
- **Direct Payment** - Preauthorized payment is a debit application. This includes recurring bills that do not vary in amount -- insurance premiums, mortgage payments, charitable contributions, and installment loan payments or standing authorizations where the amount does vary, such as utility payments.

*The above SEC Codes are the most commonly-used and not an all-inclusive list.

Schedule B

Processing Schedule

Delivery of ACH Files:

- Internet transmissions
The Member may electronically transmit files to UVACCU via the Commercial On-line Banking System.
- Format and content of entries
All files must be submitted in NACHA format. The Member should refer to Appendix Two in the NACHA Rulebook for specific formatting details.
- Timing of delivery
Processing Deadline for:

Credit Entries

Transmission of a File – until 4:00 p.m. Eastern Time (Standard or Daylight) two (2) business days prior to Effective Date*

Debit Entries

Transmission of a File – until 4:00 p.m. Eastern Time (Standard or Daylight) one (1) business day prior to Effective Date*

*“Effective Date” must be a Business Day or the file will be processed on the first business day following the effective date.

Schedule C Security Procedures

Member is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. Member 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 UVACCU. If Member believes or suspects that any such information has been accessed by an unauthorized individual, Member will verbally notify UVACCU immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by UVACCU prior to the notification and within a reasonable time period to prevent unauthorized transfers.

Data Security:

Limiting access and securely storing ACH data used in the routing and settlement of ACH transactions is a critical data security precaution. Member's ability to limit access to production data can be done through commercially available software products. Access can be limited to specific programs, user IDs, or read-only or read-and-edit-only access functionality. Files can also be transmitted between ACH participants using the following data protection methods: encryption and authentication.

- **Encryption** is a process of scrambling data content through hardware or software in order to protect the confidentiality of a file's contents. This information should remain encrypted between all parties in the ACH Network using commercially reasonable procedures and must be transmitted using security technology that is 128-bit RC4 technology (minimum standards).
- **Authentication** is a process of ensuring that files and data content have not been altered between the Originator and receiving points. Like encryption, this can be done using hardware or software to ensure data integrity.

Transmittal of Files:

- Member will only transmit files on the dates specified in the agreed upon transmittal schedule (see **Schedule B**). Changes to this schedule must be made in writing and signed by an authorized contact of the Member.
- Member will transmit files to UVACCU via pre-arranged access to ACH system utilizing agreed upon logon procedures and proper access identification.
- Files will be encrypted through Online Banking by Member before being transmitted to UVACCU.

Should any of the above procedures not be met, the file will be rejected by UVACCU and Member will be notified.

Schedule D

ACH Processing Limits

Transaction Limit

Maximum Amount of Any ACH Transaction \$

Per File Limits

Per File Limit for ACH Debit Transactions \$_____

Per File Limit for ACH Credit Transactions \$_____

Total Aggregate Exposure Limits

Total Aggregate ACH Debit Limit \$_____
(The maximum amount of ACH files that can be originated over a _____ day period.)

Total Aggregate ACH Credit Limit \$_____
(The maximum amount of ACH files that can be originated over a _____ day period.)

Schedule E

**ACH
Originating Member Information**

Member:

Street Address:

City, State Zip:

Tax ID # -

Member Phone Number:

Member Fax Number:

Primary Contact:

Secondary Contact:

Authorized Account:

Authorized Account:

Authorized Account:

Authorized Account:

**Schedule F
SERVICE FEES**

Fee Schedule: Member authorizes UVACCU to debit any of the following fees from Member's Account from time to time as appropriate:

Initial ACH Setup Fee	\$_____ per item
Transmittal Fee	\$_____ per file
Transaction Item	\$_____ per credit item \$_____ per debit item
Return/NOC	\$_____ per item
ACH Service Fee	\$_____ per month
Deletions or Reversals	\$_____ per occurrence or per file or per item
Special Handling Fee	\$_____/hr. minimum 1 hour
Corporate Rules Book	\$_____ per rules book

**Schedule G
Holiday Schedule**

Holiday Calendar

UVACCU will be closed on the following standard holidays observed by the Federal Reserve Bank. UVACCU 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 I
Principal/Owner Guaranty

This Schedule should be used when UVA Community Credit Union requires the guarantee of the customer's principal/owner of obligations of the customer under the ACH Origination Agreement

The undersigned hereby guarantees the prompt payment and performance of all amounts, fees, and obligations of _____ (Member) due and owing to _____ (UVACCU) arising under or in connection with that certain Member Agreement for ACH Origination (the "Agreement"), dated of even date herewith between Member and UVACCU. This Guaranty is intended to cover all obligations of Member under the Agreement, including, but not limited to, (a) the payment of fees and amounts arising under the Agreement or in connection with any deposit account maintained by Member with UVACCU, (b) the compliance by UVACCU with all laws, regulations and rules related to Member's origination and processing of ACH Entries under the Agreement, (c) Member's obligations with respect to Reserves and the return of ACH Entries under the Agreement and (d) the accuracy and performance of Member's warranties under the Agreement.

In order to secure the payment and performance of this Guaranty, the undersigned hereby grants to UVACCU a security interest in and to all deposit accounts owned by the undersigned and maintained at UVACCU.

The undersigned hereby agrees and acknowledges that this Guaranty is a guarantee of performance and not of collection, and that UVACCU may, upon default or violation by Member of any terms of the Agreement, proceed directly against the undersigned for satisfaction and performance of the obligations of Member under the Agreement without first proceeding against Member.

Executed this ____ day of _____, 20__.

Signature of Principal/Owner