Non-Personal Account Addendum

1. Organizational Accounts. An organization may be able to open an account with RBFCU if all organization members/participants (present and future) are eligible for membership at RBFCU. The organization must be assigned a taxpayer identification number through the IRS. A new request must be presented for future signer changes. There are account limitations on Organizational Accounts.

2. Business Accounts. The term “Business Account” means any Account maintained or opened by or in the name of any corporation, partnership, sole proprietorship, unincorporated association or club, limited liability company, or any other organization. The words “you” and “your” refer to the Account Owner named on the Non-Personal Membership Application or any other document or instrument executed in connection with the opening, maintenance, or modification of any Business Account in addition to the other terms of this Business Account Agreement (“Agreement”). In the event of a conflict between the terms in the Agreement and other parts of the Membership and Account Agreement, the terms and conditions herein shall control.

(a) You expressly represent that: (i) the Account Owner named on any Application is duly organized, validly existing, and in good standing under the laws of the state where organized and has filed Articles of Incorporation, Certificates of Limited Partnership, or Assumed Name Certificates in a manner sufficient to ensure that no other person or entity shall conduct business under the same name or any name deceptively similar to that of the Account Owner, (ii) each officer, partner, agent, representative, or other party who signs on any Application as an Authorized Signer is qualified and authorized to sign in the capacity represented and is empowered to so act on behalf of the Account Owner named, and (iii) the Account Owner named on any Application is either presently a member of the Credit Union or is eligible to apply for membership in keeping with the membership requirement set forth in this Agreement.

(b) Any of the Authorized Signers on any Application shall be authorized to transact business on behalf of the Account Owner with respect to the Business Account(s) designated on the Application and are authorized to (i) deposit and withdraw any of the funds of the Account Owner in such Business Account(s), whether represented by cash, checks, notes, any electronic transactions, or other evidences of debit, (ii) sign for and receive the statements and records of the Account Owner with respect to any such Business Account(s), (iii) stop payment against checks or other payment orders, (iv) make withdraws or transfers from any such Business Account(s) for the purpose of purchasing Certificates, and (v) make any other agreements and stipulations with us with respect to such Business Account(s) and to bind the Account Owner thereto.

(c) The endorsement of the Account Owner of items for deposit may be written or stamped without designation of the party making the endorsement.

(d) We are authorized to honor any and all withdrawals of the Account Owner’s funds by any of the Authorized Signers, whether such withdrawals are presented for cash or for credit to the personal account of such party, and we need make no inquiry concerning any such action. You
acknowledge that you may not stipulate that withdrawals and other actions be performed and signed by two or more Authorized Signers. You agree that any designation by you requiring the signatures of two or more persons is for your internal business purposes only and is not binding on us.

(e) We will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by any of the Authorized Signers. The Account Owner and all of the Authorized Signers, jointly and individually, agree to defend, indemnify, and hold RBFCU harmless of any claims, demands, expenses, losses or damages, resulting from or directly or indirectly related to any such activity of such parties with regard to any Business Account maintained with us.

(f) The Account Owner and the Authorized Signers agree to execute or provide such additional documentation as we may require or deem appropriate in connection with the opening and maintaining of any Business Account.

(g) The Account Owner and all Authorized Signers authorize us to recognize the facsimile signature(s) appearing on any Application and to charge the Account Owner for all checks, withdrawals, or similar orders drawn on business accounts maintained by the Account Owner. We will be so authorized so long as any facsimile signature reasonably resembles the facsimile signature appearing on any Application.

(h) We may adopt policies from time to time under which we may issue Check Cards, other electronic access devices, or personal identification numbers (PINs) to persons designated by the Account Owner, at the Account Owner’s request. You acknowledge and agree that the issuance of any access device or PIN in connection with a Business Account affords ready access to the Business Account by the person or persons authorized by the Account Owner, as well as other persons who are provided access to the access devise or PIN, or who otherwise obtain the access device or PIN whether by way of negligence, theft, collusion or otherwise. As a result, you acknowledge and agree that the Account Owner and the persons authorized by the Account Owner to receive any access device or PIN are solely responsible for their use. In addition to the foregoing provisions, electronic funds transfers to and from a Business Account are subject to any additional terms and conditions provided to you at the time your request for an electronic funds transfer service is approved.

(i) Check cashing is not available on Business Accounts. Business Accounts must deposit checks and then withdraw funds.

(j) We do not accept Business Accounts for businesses engaged in a money service business. A money service business is generally defined as (i) a currency dealer or exchanger, (ii) a check casher, (iii) an issuer, seller, or redeemer of traveler’s checks, money orders, or stored value cards, or (iv) a money transmitter. The Credit Union reserves the right to close any account engaged in the above activity. The Credit Union may elect to close the checking account and restrict the savings account to "mail only" access.

(k) We are prohibited from processing illegal transactions through your Accounts or through our relationship with you, including unlawful Internet gambling transactions. You may not use your Account in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to process or authorize any such use or transaction. If you engage in any unlawful activity we may impose restrictions on your Account, including restricting your access to Account services, or we may close your Account. If you use your Account relationship or engage in a transaction that is determined to be illegal, you will be liable to us. You waive
any right to take legal action against the Credit Union for any illegal use or transactions and you agree to indemnify, defend, and hold harmless the Credit Union and any third-party processors from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions. You agree to certify to us at Account opening and, if requested, annually that you do not engage in an Internet gambling business. You authorize us to investigate the Account Owner, the principals’, and the Authorized Signers’ background, including without limitation any financial institution and payment processor references. You also agree to notify us immediately if at any time the Account Owner’s business changes in any way that causes any prior certification to be inaccurate. If you certify to us that the Account Owner has legal authority to engage in an Internet gambling business, you acknowledge that we may choose to close the Account at our sole and absolute discretion.

3. Membership Eligibility. A Business Account may not be established at the Credit Union unless the Account Owner is eligible for membership in the Credit Union. A business may be eligible for Credit Union Membership if the business is listed in our field of membership or is physically located within geographical areas that have been approved by the National Credit Union Administration as being in our community field of membership. For sole proprietorships, the individual owner(s) must be within our field of membership. For corporations, all of the corporate shareholders must be within our field of membership. For partnerships, all of the partners must be within our field of membership. For unincorporated associations, limited liability companies, and other business and organizations, all of the members of any such association, organization, or company must be within our field of membership.

4. Business Account Maintenance. In order to add or delete Authorized Signers for any Business Account, (i) the Account Owner may close the Business Account and open a new Business Account through the execution of a new Non-Personal Membership Application or, (ii) the Account Owner may modify the Business Account to provide for any such addition or deletion by completing a new Membership Application or such other forms as we may require, bearing the signatures of all persons who thereafter are authorized to sign on behalf of the Account Owner. We reserve the right to require that a new Business Account be opened when adding or deleting Authorized Signers. In order to add or delete Authorized Signers on any Business Account, whether by way of Account closure or modification, we may require the presentment of a new certificate of corporate resolution or a new certification and authorization in the case of a sole proprietorship, partnership, association, or other business entity, specifying the action to be taken and setting forth those individuals who thereafter will be authorized to transact business on behalf of the Account Owner. You acknowledge and agree that, if the Account Owner elects to add or delete Authorized Signers by way of Account modification rather than by closing the Business Account(s), we may not be able to verify effectively whether any check presented is signed by an Authorized Signer, and you agree that we are not required to examine any instruments presented. In the event of any Business Account modification, you agree that the Account Owner is solely responsible for denying any deleted signers access to the Business Account and that we will not be liable for the payment of checks or orders signed or made by any deleted signer.

5. Business Account Fees. Business Accounts are subject to the rates and fees set forth periodically in the Truth-in-Savings Rate and Fee Schedule, which is incorporated into this
Agreement by reference. You acknowledge and agree that any Truth-in-Savings Account Disclosures other than the Rate and Fee Schedule that may be provided to you in connection with a Business Account are made for the benefit of, and are applicable only to natural-person members of the Credit Union who hold an Account primarily for personal, family, or household purposes. To the extent that those disclosures are also accurate with respect to Business Accounts, they are provided for informational purposes only and without any corresponding intent to extend coverage of the Truth-in-Savings Act and implementing regulations to Business Accounts.

6. Business ACH Transactions. You agree to adhere to the NACHA Operating Rules in regards to all ACH transactions.

(a) A “Corporate Credit or Debit Entry” or “CCD Entry” as defined in the NACHA Operating Rules is an entry originated by an Organization to or from the account of that Organization or another Organization.

(b) A “Corporate Trade Exchange Entry” or “CTX Entry” as defined in the NACHA Operating Rules is an entry originated by an Organization to or from the account of that Organization or another Organization and accompanied by one or more Addenda Records, up to a maximum of 9,999.

(c) RBFCU must receive notification of any invalid or unauthorized ACH transactions bearing a corporate SEC code (i.e. CCD or CTX) within two business days of original post date.

(d) Payment related information received on CCD, CTX, CIE, and IAT entries will be provided upon request.

(e) At the request of RBFCU, an accurate record evidencing the Receiver’s authorization or contact information for the Originator must be provided for entries requiring debit authorization.

(f) Business Accounts originating more than five ACH transactions per month are required to become ACH Originators and sign our ACH Originator Agreement.

(g) RBFCU reserves the right to revoke ACH privileges.