first community credit union

200 N. Adams • Coquille, OR 97423

BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This agreement covers the rights and responsibilities of both parties concerning accounts we offer. In this agreement, the words "you" and "yours" mean anyone who signs a Business and Account Application, Account Update or Change Card, or similar document (collectively referred to as "Membership Form"). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with us. The word "savings" means any share account you have with us. The word "checking" means any share draft account you have with us. “Overdraft Protection Plan” means our written overdraft policies and procedures.

This Agreement explains the rules governing your membership and accounts with us. It is supplemented by the other agreements that you enter into when you open your accounts, such as the Funds Availability Policy, the Electronic Funds Transfer Disclosures, the Overdraft Protection Plan Documents, and others. All your agreements and transactions with us are also governed by various applicable federal and state laws and regulations. It is the intent of this Agreement to provide disclosures that we are required by law to give you; to vary by agreement certain aspects of certain transactions that are permitted by law to be varied; and to establish terms and conditions of certain transactions that are not governed by any particular law or regulation.

By signing the Membership Form and/or by continuing to use the accounts and services provided by us, each of you, jointly and severally, agree to the terms and conditions in this Agreement, the Membership Form; the Rates and Fees Schedule; any Account Receipt or similar document; and Certificate, Certificate Summary or similar document; our Bylaws and policies; and any amendments to these documents from time to time which collectively govern your Accounts. All such documents are hereby incorporated by reference as if fully set forth herein.

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

APPLYING FOR MEMBERSHIP AND OPENING ACCOUNTS

Membership Eligibility; Application. To open accounts at the Credit Union, you must be an individual sole proprietor or entity and qualify under our approved field of membership and otherwise meet the membership requirements. Business members must maintain an open deposit account or loan. You agree to complete a Business Membership Application, and must purchase and satisfy the membership qualifications as required by the Credit Union’s Bylaws. and you authorize us to check your account, credit, and employment history, and obtain reports from third parties (including credit reporting agencies) periodically to verify your eligibility for the accounts and services you request now or in the future. Eligibility information based on credit reports may be shared with other account signers.

The Credit Union is owned and controlled by its members. You become a member by meeting the membership eligibility requirements. Upon qualifying as a member and remaining in good standing, you have certain rights as governed by this Agreement, our Bylaws, and applicable law, including the right to apply for Credit Union services and accounts and to vote in elections. You are entitled to one vote. Your right to vote may be issued individually, jointly, or in other ways (e.g. trusts, member business or in the name of a minor) in accordance with our Bylaws and policies.

Member Identification Program. To help the government fight the funding of terrorism and money laundering activities, as well as to protect you from Identity Theft, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that we will require you to provide, and we will verify, certain information about you when opening an account, in accordance with the requirements of the USA Patriot Act and the Bank Secrecy Act. This will include producing a government-issued picture ID. We may also ask for picture ID, passwords, PINs, or other means of identification and authentication whenever you initiate any transaction with us. We may refuse to open any account or to grant any request if you fail to provide adequate identifying or authenticating information, or we have a good-faith cause to believe that you are not the person you are purporting to be or are otherwise not authorized to open the account or initiate the transaction, and we will not be liable for any loss or expense you may incur due to our refusal. For identification purposes, we may also require you to provide your fingerprints at the time of account opening or at the time you negotiate certain checks.

You will also be required to provide a taxpayer identification number (TIN) or social security number, to be used for this purpose and for subsequent regulatory reporting. I authorize the Social Security Administration (SSA) to verify and disclose to First Community Credit Union whether the name, Social Security Number (SSN) and date of birth I have submitted matches information in SSA records, including the basis for a no-match response. My consent is for a one-time validation within the next 60 days. We may also request from time to time, and you agree to provide, additional documentation depending on the type of account or service requested. Failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may refuse or suspend opening your account.

Consensual Pledge of Shares; Security Interest; Consensual Lien; Statutory Lien; Right to Set-off; Administrative Freeze: By signing the Membership Form or any other deposit or loan agreement or similar document granting a pledge or security interest in your shares, and/or by accessing, using, or otherwise accepting any funds, accounts or services, you grant the Credit Union, and we impress, a lien on your shares in the Credit Union. You also grant the Credit Union a security interest in such accounts to secure payment of any deposit obligations you owe (e.g., overdrafts, fees, etc.) and any loan or credit card obligations you owe, as well as any expenses we

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incur in connection with your accounts and services, including reasonable attorney's fees. You acknowledge and agree that we also have similar statutory lien rights in your shares under the Federal Credit Union Act and/or applicable state law, as well as the common law right to set-off and administrative freeze.

"Shares" and "share accounts" means any and all funds, regardless of the source of those funds, in any joint or individual share savings account(s), share draft account(s), club, certificate, P.O.D, revocable trust or custodial account(s) or any other account whether jointly or individually held and whether your obligation under the account(s) is direct, indirect, contingent or secondary and whether held now or in the future. Your pledge and our lien rights do not include any IRA or other account which would lose special tax treatment if pledged, or any irrevocable trust or fiduciary account in which you do not have vested ownership interest.

You understand and agree that these rights allow us to apply the funds in your share accounts to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, and we can do so without any legal process, court proceeding or any notice to any owner of the share accounts affected hereunder or otherwise in this Agreement, unless applicable law so requires. **You specifically agree that we have the right to place an administrative freeze on any of your share accounts** subject to applicable law, and such action shall not violate 11 USC 362 or other applicable law. You understand that these rights are multiple and we can exercise one or all of them pursuant to applicable law. Exercising one right does not waive the right to exercise others. Any payment to any joint owner, beneficiary, or other party for any reason shall be subject to our security interest, consensual lien, and right to set-off.

CROSS-COLLATERALIZATION: Property and/or shares given as security under any deposit, loan, or credit card accounts or services you have with the Credit Union will secure any and all obligations under such accounts or services as well as any account owner's joint or individual obligations to us, now or in the future, whether direct, indirect, contingent or secondary and arising from any loan or credit agreement, exceeding available funds as described and determined by our overdraft policies; fees; cost, expenses, reasonable attorney's fees, or otherwise. This clause does not apply if such property is your primary residence, or are non-purchase money household goods.

CREDIT CARD ACCOUNTS: IF YOU HAVE A CREDIT CARD ACCOUNT WITH THE CREDIT UNION, YOU SPECIALLY AGREE THAT THE SECURITY INTEREST, CONSENSUAL LIEN, AND CROSS-COLLATERALIZATION CLAUSES ALSO APPLY TO THAT CREDIT CARD AND THAT GRANTING THESE RIGHTS TO US IS A CONDITION OF OBTAINING THE CREDIT CARD ACCOUNT.

CERTIFICATE OF AUTHORITY

Name. The Account owner shown on the front of the Business Membership Form is the complete and correct name of the Account Owner.

Authorized Signers. The listed officers, authorized agents, or trustees, as applicable of the Account Owner presently occupy the positions shown on the front side and are authorized to transact business on behalf of the Account Owner.

Authority. The Account Owner and the individuals signing on the Business Membership Form certify and agree that the Account Owner's accounts will be governed by the terms set forth in this Agreement, as amended from time to time.

The Credit Union is directed to accept and pay without further inquiry any item, bearing the appropriate number of signatures as indicated on the Business Membership Form, drawn against any of the Account Owner's accounts with the Credit Union.

Unless otherwise indicated in writing, the Account Owner agrees that any one Authorized Signer is expressly authorized to cash, deposit, endorse, or negotiate all checks and other items payable to the Account Owner; to receive cash back on behalf of the Account owner; to request and receive a VISA Check or ATM Card for use on behalf of the Account Owner and to execute such other agreements and to perform such other acts as they deem reasonably necessary to carry out the provisions of this Agreement. The Credit Union has no obligation to inform the Account Owner of any such transactions, irrespective of the amount or frequency of such transactions.

The authority given to the Authorized Signers shall remain in full force until written notice of revocation is delivered to and received by the Credit Union. Any such notice shall not affect any items in process at the time notice is given. An authorized officer, trustee, or agent of the Account Owner will notify the Credit Union of any change in the Account Owner's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Account Owner and the Credit Union before any such change occurs. The Account Owner agrees that the Credit Union shall not be liable for any losses due to the Account Owner's failure to notify the Credit Union of such changes.

TYPES AND OWNERSHIP OF ACCOUNTS

We offer a variety of deposit and transaction accounts for which you may apply, including savings, checking, and money market accounts which have no particular term or maturity date associated with them; and Share Certificate and Term Share Accounts, which must be maintained for a particular amount of time. Requirements of the accounts such as term, minimum opening deposit or minimum balance requirements, fees, and penalties are set forth in detail in your Rates and Fees Schedule; this Agreement; and other agreements that you may have with us. Ownership of the accounts may be held in a number of ways, such as individually, jointly, in trust, etc. Your account type(s) and ownership features are designated on your Membership Form at the time you open the account.

Not all accounts or services may be offered at any given time. We may occasionally offer enhancements or additional benefits to certain accounts or services. These features are offered solely at our discretion and can be changed or discontinued at any time with no prior notice to you.

The following describes the types of accounts that are generally available at the Credit Union. All accounts may not be offered or available at any given time.

Savings, Checking, and Money Market Accounts: You may open and close one or more share or savings accounts, checking accounts, or money market accounts, and may periodically deposit and withdraw funds from those accounts via access methods made available to you from time to time, including, but not limited to, share draft/checks, ATM Cards; checkcards or debit cards; telephone; in person; digital banking or internet; and electronic funds transfers ("EFTs") such as Automated Clearing House (ACH), direct deposit, wire transfers, or

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preauthorized transfers. All transactions are subject to and in accordance with this Agreement and all other agreements you have with us, including, but not limited to, the Funds Availability Policy; our Overdraft Governance Documents; Rates and Fees Schedule; EFT Agreement and Disclosures; and Wire Transfer Agreement.

Share Certificate and Term Share Accounts: Certificate and Term Share accounts have stated Maturity Dates, and funds in those accounts are subject to penalty if withdrawn prior to the Maturity Date. Exact terms of the particular account such as Maturity Date; Annual Percentage Yield; early withdrawal penalty fees; whether the account automatically renews; and other information will be provided at the time you open the account. If you maintain sufficient funds in the account for the full term in accordance with your Agreements, at the end of the term we will pay you the principal amount you deposited, plus dividends or interest on account earnings in accordance with this Agreement. If you withdraw all or part of your funds from this type of account before the certificate account matures, we will charge you an early withdrawal penalty. That penalty is generally deducted from the interest that has accrued on the account but may be deducted from the principal, particularly if a sufficient amount of interest to pay the penalty has not accrued. We may at our sole discretion grant you permission to withdraw funds early; if such permission is granted, it will be granted only at the time you request an early withdrawal.

Unless otherwise stated when you open the account, an automatically renewing account shall renew at each maturity date for a period of time equal to the original term and on the same conditions as the original account. The interest or dividend rate applicable to the renewal term shall be that rate that is applicable to new account on like terms in effect at the time the account renews. You can prevent an automatic renewal by providing us written instructions to the contrary or withdrawing funds on or within five (5) business days after the maturity date. If funds are withdrawn within five (5) business days after the maturity date, no penalty will be assessed. We may call an automatically renewing account for payment at the end of the original term or any renewing term, and any interest or dividends added to it for compounding will stop earning interest or dividends on the effective date of the call.

If the account is not automatically renewing, no interest or dividends will be earned after the stated maturity date. We will send you a notice on or before the maturity date of your account(s) advising you of the upcoming maturity date and the options available to you.

Club Accounts. Club accounts are deposit accounts that help you save for holidays, vacations, or other special purposes. At the end of the club period, the funds in the club account will be automatically transferred to the account that you designate. Automatic payments may be required during the period and there may be fees for withdrawing funds during the club period. Details will be disclosed on the Rates and Fees Schedule.

IRA and Coverdell Education Savings Accounts. IRA accounts are individual retirement accounts and Coverdell ESA accounts are used to save for your child's college education. These accounts may be in the form of share certificates, money market accounts, or other type of account. There may be restrictions on contributions, withdrawals, and other features of the accounts according to Federal law and guidelines. Funds may be tax deductible and/or or tax-deferred. We do not provide tax advice; you should consult with a qualified tax advisor regarding any funds you may have in these accounts. You may be required to sign a separate agreement upon opening these accounts.

Interest- or Dividend-Bearing Accounts. Some of the accounts available earn interest or dividends while others do not. If the account is an interest- or dividend-bearing account, disclosures and terms regarding accrual, crediting, and compounding will be provided in the Rates and Fees Schedule or similar document at the time you open your account.

The following describes the types of ownership by which an account may be held.

Individual Accounts. An individual or single-party account is an account owned by one person, including an individual, corporation, trust, or other organization qualified for Credit Union membership. If the account owner dies, the owner's interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary or trust beneficiary, subject to other provisions of this Agreement and applicable law.

Joint or Multiple Party Accounts. An account owned by two or more persons is a multiple party account. Unless your Membership Form specifically states otherwise, multiple party accounts are held in joint tenancy with the right of survivorship. This means that you intend and agree that the balance in the account, upon the death of any party to the account, shall belong to the surviving owner(s). A surviving owner's interest is subject to our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

We reserve the right to require all owners to sign the Membership Form. Any and each owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer funds into or out of the account, block or terminate any service or access device, or pledge to us all or any part of the shares without the consent or knowledge of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may act on any or none of the instructions or, alternatively, we may suspend or terminate the account and require a court order or written consent from all owners to act. One owner may not remove another owner.

Ownership rights and disputes involving the funds in your accounts are subject to your Agreements with us, and applicable state or federal law. We shall not be liable to any owner if we in good faith act upon a valid court order from a court of competent jurisdiction. We will also not be liable if we in good faith refuse to act upon a court order or any instruction from any owner. All owners will be jointly and severally liable for any and all expenses, fees and costs, including reasonable attorney's fees, that we incur, in connection with any dispute regarding the account, regardless of whether the dispute is initiated by an owner or third party. By signing the Membership Form, each of you authorizes us to take these expenses from any of your account(s) without prior notice to you.

If a deposited item in a multiple party account is returned unpaid, an account is overdrawn as determined by our Overdraft Governance Documents, or if we do not receive final payment on a transaction, all owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any fees or expenses that we incur, including reasonable attorney's fees, regardless of

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who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of any owner or against all funds in the multiple party account regardless of who contributed them and to what extent.

Payable on Death (POD) Accounts. A Payable on Death (POD) account is an instruction to us that a single or multiple party account so designated is payable to the owner(s) during their lifetimes and, when the last account owner dies, is payable to any named, living POD beneficiary. Sums payable to more than one surviving beneficiary shall be distributed equally to each beneficiary, and neither beneficiary shall be entitled to the other's interest upon that beneficiary's death. Any POD beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which accounts are governed by a separate account agreement and beneficiary designation. We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiary interest in any account, except as otherwise provided by law. Any owner may change any beneficiary designation upon written notice to us, on a form approved by us.

Accounts for Minors. We reserve the right to require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or other amounts owing on such account. We may require the minor to sign the Membership Form if she is so capable; otherwise, the adult shall sign the Membership Form on behalf of the minor, as well as in his own capacity. We may pay funds directly to the minor without regard to her age. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

Uniform Transfers to Minors Account/Uniform Gifts to Minors Account (UTMA/UGMA). An account established under the Uniform Transfers to Minors Act (UTMA) or Uniform Gifts to Minors Act (UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The account is governed by the applicable UTMA/UGMA law adopted in the state in which the account is held. The minor to whom the gift is made is the beneficiary of the custodial property in the account and as such, the funds in the account belong to the minor. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the custodian. If the custodian dies, we may place an administrative freeze on the account, until we receive instructions from any person authorized by law to withdraw funds or a valid court order authorizing withdrawal. Any successor custodian must provide us with, and complete all, written documentation to our satisfaction that authorizes such custodian to act legally on behalf of the minor and ensuring that all applicable laws have been followed. It is agreed that the custodian may be the minor's legal guardian, and if there is more than one legal guardian, we can accept orders and instructions from any legal guardian in accordance with applicable law. When the beneficiary reaches the age of majority, the funds may be paid or withdrawn by the beneficiary without further notice or action by us, and we will not be liable for any disputes arising from such withdrawal. The account will otherwise terminate and be distributed in accordance with applicable law.

Agency, Trust, or other Custodial Accounts. We may open accounts pursuant to any court order, trust agreement, or similar authority in accordance with your desire to establish an account for a trust, probate, custodial, or other fiduciary purpose. Because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. The person acting as agent, guardian, custodian, personal representative, trustee or other fiduciary capacity shall be designated as such on the Membership Form. Such designation is an instruction to us that the account owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. For these accounts, you appoint the designated representative listed on the Membership Form as your Fiduciary to deposit or withdraw funds held in the designated account(s). The fiduciary is expressly authorized to endorse all items payable to or owned by the Account owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner or written notice of revocation is received by the Credit Union either by a court appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner's status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order or instrument establishing the fiduciary relationship. Your agent has no ownership interest in the account(s) or voting rights in the Credit Union. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated representative. The account owner and fiduciary agree to indemnify and hold Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which Credit Union relies prior to any actual notice of any account change or change of account owner.

If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection.

Commercial or Business Accounts: Accounts held in the name of a business entity, organization, or member for business or commercial purposes are subject to the terms of this agreement, unless a separate Business Account Agreement or similar document has been signed. Such accounts are also subject to the following terms: You must provide us additional documentation acceptable to us appointing those individuals who are authorized on behalf of the entity to open accounts and transact business. Any changes to such authorization must be made in a writing acceptable to us, and we will not be liable for any actions taken before we are provided with such acceptable written notice of any change in authorization(s). We reserve the right to require that third party checks payable to an entity be deposited into a business account rather than being cashed. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated representative and will have no notice of any wrongdoing unless and until we are informed in writing of such wrongdoing.

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Business Transactions. Personal or consumer account types should not be used for business transactions. The credit union reserves the right to close personal consumer deposit accounts used to process business transactions. The credit union may, in its sole discretion, refuse to honor items presented that are payable to a business, accompanied by a request to cash the item or deposit the item into an individual account. The credit union may refuse to accept cash deposits originating from business activity. The credit union may at its sole discretion, with prior notice to member, change a member's account type from consumer to business if it is used for business purposes.

TRANSFERS OR DEPOSITS TO YOUR ACCOUNT(S)

Deposit and Collection of Items. You may make deposits to any account, in any manner approved by us including, but not limited to, in person, by mail, by electronic transfer, direct deposit, or any other method made available, such as by night deposit box or Automated Teller Machine (ATM). We are not responsible for any deposit made by mail or through a depository not staffed by us until we actually receive the item. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. All transactions are subject to our Funds Availability Policy, Overdraft Governance Documents, and related applicable laws.

Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

Liability. In receiving and processing items for deposit or collection, we act only as your collection agent and we assume no responsibility beyond our obligations of good faith and ordinary care. We exercise ordinary care if our actions or inactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection and any items and their proceeds will be handled in accordance with applicable Federal Reserve and Clearing House rules and other applicable law.

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account exceeds funds available for the transaction as described and determined by our Overdraft Governance Documents; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your negligence or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential or special damages, except liability for wrongful dishonor. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict will be resolved by reference to this Agreement.

Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts even if they are not endorsed by all payees. If you fail to properly endorse an item, you authorize us to supply any missing endorsement, but we are not required to do so. We may require that certain government checks, insurance company items, or other check or draft be personally endorsed by each and all payees. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the trailing edge, although we may accept endorsements outside this space. You agree to reimburse us for any loss or expense we incur resulting from an irregular endorsement or other markings by you or any prior endorser.

Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitation on the front of the item. Examples of restrictive legends include "not valid over $500." We are not liable for payment of any check contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.

Charge-back; right of set-off. All items including checks, Automated Clearing House (ACH) transfers or other transfers credited to your account are provisional until we receive final payment. We may charge-back, or debit, your account for the amount of such items under the following circumstances: (1) if final payment is not received; or (2) if, within the normal handling period for such item, the item cannot be honored against the drawer's account; or (3) if a deposited item is returned to us by the financial institution on which it is drawn, even if that financial institution failed to return the item before its midnight deadline; or (4) any other circumstances allowed by law. We may charge-back your account regardless of whether the other financial institution returned the item before its midnight deadline. You further authorize us to pursue collection of previously dishonored items, and you acknowledge that this may permit the payor bank to hold an item beyond the midnight deadline. When charging-back your account, we may also charge your account with a return item charge and any collection fees or expenses, including reasonable attorney's fees. You acknowledge and agree that we may charge-back your account even if it causes your account to exceed funds available, as described and determined by our Overdraft Governance Documents, and you agree to replenish the funds in your account and to pay any and all overdraft, return, or non-sufficient funds fees and charges. You specifically agree that we may exercise our security interest and right of set-off against any other deposit accounts that you have with us to recover any of these amounts.

Foreign banks. We reserve the right to refuse or return any item or funds transfer. Items drawn on an institution located outside the United States are handled on a collection basis only. If an item or ACH transfer is converted to or from a foreign currency, you assume all risks associated with the foreign exchange conversion and agree that any loss resulting from any foreign exchange conversion will be allocated to you. After we have received final payment, we refer to these deposits as collected items.

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Waiver of notice. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

TRANSFERS OR WITHDRAWALS FROM YOUR ACCOUNT(S)

Account Access; Honoring Items; Limitations. In order to access any account, the Credit Union must have an authorized signature of all Authorized Signers on the Business Membership Form. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., by writing a check; using an ATM or debit card at point-of-sale or at an automated teller machine; in person; by mail; by automatic or preauthorized transfer, ACH, wire transfer or other electronic transfer; by telephone or on-line banking or bill pay services, or other means made available to you). If the transaction request is made by remote means such as telephone, we are not responsible for any request or order that we believe to be genuine; we can also refuse to honor such request or order if we in good faith do not believe it to be genuine or have reason to doubt the identity or authentication of the requestor. Your ability to transfer funds from your account is always subject to having sufficient available funds in the account(s) and is subject to this and the other Agreements you have with us, including, but not limited to, the Funds Availability Policy and Overdraft Governance Documents. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction. If there are sufficient funds to cover some, but not all of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

The law permits us to pay items drawn on your account in any order, even if the order in which we pay items causes an overdraft. We may honor any item or instruction even if it creates an overdraft or negative balance in your account or if it violates any minimum balance requirement or other requirements of the account, in which case you agree to pay all fees, penalties or other charges imposed on you as well as costs incurred by us. We may return as unpaid any item drawn on a form we do not provide or approve, and you are responsible for any loss we incur handling such an item.

To process certain electronic transactions, we may place a temporary hold on your funds which may be for 36 hours or more. We have no control over the other parties to the transactions or the commercial networks used in facilitating the transactions. It is your responsibility to make sure you have sufficient funds in your accounts to cover all transactions as set forth in our Overdraft Governance Documents, regardless of when those transactions may clear.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly. For example: (1) a legal garnishment or attachment is served; (2) the account secures any obligation to us; (3) required documentation has not been presented; (4) you fail to make payments on a loan that you have with us; or (5) any other reason allowed by applicable law. We may require you to give written notice of seven (7) days to ninety (90) days before any intended withdrawals.

Authorized Signature; Facsimile Signature Device; Forged Checks. Your signature on the Membership Form is your authorized signature for account access to and from your account(s). We are authorized to recognize this signature for the payment or transfer of funds, payment instructions, or other purposes relating to your account(s) but we may also allow transfers even without your signature. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. However, we are not required to check the signature for authenticity unless our internal policies and procedures require us to (e.g., if a check is written above a stated threshold amount), and you agree that failure to do so does not constitute failure on our part to exercise ordinary care. You may also authorize the use of a facsimile signature device and, if you have done so, we may honor any draft or other item that appears to bear your facsimile signature even if it was made by an unauthorized person, and we will not be liable for any issues arising from such honor. You are responsible for the use and safeguarding of the facsimile signature device, your checks, and your access codes and as such, you specifically agree that you are in the best position to determine whether your facsimile signature has been used without your consent, or a counterfeit facsimile signature device has been used, or your signature has been forged. Therefore you are required to make a good-faith effort to review any and all statements and items or checks returned to you or made available to you for any unauthorized use of your electronic, mechanical, or facsimile signature. We will not be liable if we honor an item that appears to be authorized by your signature, and you will reimburse us for any loss or costs (including reasonable attorney's fees) that we incur because the facsimile signature was used without your consent or because a counterfeit facsimile signature device was used. Nothing in this provision shall be construed to relieve us of our obligations to act in good faith and to exercise ordinary care.

Automated Processing of Items. You acknowledge and agree that we have adopted automated collection and payment procedures which are standard and reasonable in the industry. This allows us to process a large volume of items efficiently. However, these automated procedures rely primarily on information encoded onto each item in magnetic ink and does not provide for personal inspection of the item by our staff ("site examination"). You agree that in paying an item, we may disregard all information on the item except that which has been encoded onto the item in magnetic ink, such as identity of drawee bank and amount of the item, even if that information is inconsistent with other information printed or written on the item. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for a sight examination of the item. You also agree to reimburse us for any loss or costs (including reasonable attorney's fees), that we incur because the item contained such extra information.

Stale and Post-Dated Items. We maintain the option to pay or dishonor any stale draft or check (i.e., more than six months old) upon presentation. You agree that we are not liable to you for charging your account before the indicated date on a properly payable but postdated check unless you notify us that you have issued a post-dated draft. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice, and it must provide the number of the check, its date, the name of the payee, the exact amount, and the account number on which it is drawn. You understand that the exact information is necessary for us to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make a verbal notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account which is presented more than six (6) months past its date.

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Stop Payment Orders. You may request a stop payment order on any check or other written instrument drawn on your account that has not been paid or certified. You may call us to request a stop payment, but to be binding, we may require that the order be dated, signed, and describe the account number, item number, and the exact amount of the item. The stop payment order will be effective if we receive the order in time for us to act upon the order. You understand that the exact information is necessary for our computer system to identify the item. If you give us incorrect or incomplete information, or the stop payment order is not received in time for us to act upon it, we will not be responsible for failing to stop payment on the item and we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

A verbal stop payment order is valid for only 14 days, unless we receive a written confirmation thereof. A written stop payment order on a check that is not converted to an ACH transaction is valid for only six months unless it is renewed by you. For ACH debit, a written stop payment order will be effective for the term specified on the ACH stop payment request form. A written stop payment order may be renewed in writing from time to time. We are not obligated to notify you when a stop payment order expires.

Fees for stop payment orders will be imposed and are set forth on the Rates and Fees Schedule. You may not stop payment on any certified check, cashier's check, teller's check, official check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold us harmless from all costs, including reasonable attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you. For ACH debit, a written stop payment order will be effective for the term specified on the ACH stop payment request form. A written stop payment order may be renewed in writing from time to time. We are not obligated to notify you when a stop payment order expires.

ACH and Wire Transfers. This provision applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System. (e.g., wire transfers). You authorize us to transfer funds according to your instructions ("payment order") to and from your designated account(s), or to and from another financial institution. You also authorize us to charge your account for any related fees or service charges. We may require that transfers follow certain security procedures. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. When processing a payment order, payment may be made based solely on the account number provided in the payment order, even if that account number identifies a beneficiary other than the one that you name in the payment order. Similarly, if the payment order identifies the name, routing number and transit number of the beneficiary's financial institution, payment may be made solely on the basis of the routing and transit number, even if those numbers do not correspond to the name of the financial institution that you supplied. You agree that your obligation to pay the wire transfer is not affected if the identifying numbers do not match the named beneficiary or financial institution. You are also responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided. We may also pay wire transfers received by us for your benefit based solely on the account number. We may refuse to accept or execute any payment order, or an amendment or cancellation thereof, and we shall be deemed to have accepted a payment order or its amendment or cancellation only upon execution thereof. We may reject or refuse to accept or execute a payment order if (1) the designated account(s) does not contain sufficient available or collected funds as defined by our Overdraft Governance Documents; (2) the account number that you provide on the payment order does not correspond to any known account with us; (3) the payment order is not authorized or does not comply with applicable security procedures; (4) we are prohibited from doing so due to applicable law; or (5) we have a good-faith, reasonable cause for rejecting the payment order. All transfers shall be shown on your periodic account statement and reflection on the statement shall constitute notice of receipt of the transfer. You may inquire whether a specific transfer has been received at any time during our normal business hours and/or by any means that we provide you for making inquiries on your accounts. We are not responsible for any transmission performance failure as a result of interruption in transfer facilities; power failures; equipment malfunctions; labor disputes; emergency conditions; fire, flood, or other natural disasters; war or terrorist attack; or other circumstances beyond our control. We are also not responsible for transfer failures due to suspension of payment by another party, or refusal or delay by another financial institution to accept the transfer, or if we are prohibited from performing under any applicable law. We shall not be liable for any special, indirect, consequential or punitive damages arising from any failure or delay in processing a payment order or related obligation. In no case shall we pay attorney's fees or other legal expenses incurred in connection herewith. If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the interest rate, on a daily basis, applicable to the account to which the funds transfer was made. If you send an international wire transfer that identifies a beneficiary bank located outside of the United States, you agree that we do not guarantee the receipt or timely processing of the funds on the part of the foreign beneficiary bank. At the time of the international transfer request, you will receive a receipt and disclosures regarding the transfer, including your rights regarding cancellation and resolution of errors, in accordance with Regulation E. By sending an international wire transfer, you understand that we have no control over how or when the funds are received or processed by the foreign beneficiary bank and that it could take up to one month or longer for the wired funds to be processed by the foreign beneficiary bank. Therefore, except as otherwise provided in Regulation E, (a) you understand and acknowledge that by sending an international wire transfer according to the financial institution and account information you provide us, you accept all risk associated with your wire transfer request; and (b) we will not be held liable or responsible to refund you any of the funds or costs associated with executing your request where the funds you sent were lost, destroyed, not processed, or not received by the foreign beneficiary bank. You further acknowledge that we are prohibited from processing and executing requests where the federal government has enforced economic and trade sanctions against named foreign countries, or where the federal government has prohibited us from doing business with named financial institutions.

Choice of Law. We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments

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shall be construed in accordance with and governed by Regulation J, Article 4A, and the laws of the state in which our headquarters are located, and as provided by the operating rules of the National Automated Clearing House Association.

OTHER RULES APPLICABLE TO YOUR MEMBERSHIP AND ACCOUNTS

Illegal Transactions. You warrant and agree that you will not use any Credit Union services or loan or deposit accounts to make or cause to be made any transaction that is deemed illegal under applicable law, including, but not limited to, any gambling activity, embezzlement, identity theft, money laundering or terrorist activity. Any such use shall constitute a breach of this Agreement. We may delay processing or refuse to process any transaction that we believe to be illegal, suspicious or unenforceable and will not be liable to you for such delay or refusal. You further agree to indemnify us and hold us harmless from any liability of any kind and costs incurred by us in any form whatsoever that results directly or indirectly from such illegal use. We will also not be liable to you if we in good faith freeze your accounts and/or notify our regulators or local or federal enforcement authorities regarding any activity we believe to be illegal, suspicious, or unenforceable.

Internet Gambling. If your business participates in Internet gambling, you agree to notify the credit union. If your business participates in Internet gambling, you shall provide documentation to show the Internet gambling business is operating lawfully. You agree to notify the credit union of any changes in your legal authority to engage in Internet gambling. Restricted illegal Internet gambling transactions are prohibited. Illegal Internet gambling is placing, receiving, or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made. You agree that you are not engaged in unlawful Internet gambling or any other illegal activity.

Negative Information Notice. We may report information about your accounts to credit bureaus. Late payments, missed payments, overdrafts or returned items or transactions or other defaults on your account may be reflected in your credit report.

Account Rates and Fees. We pay interest or dividends on accounts and assess fees against your account as set forth on the Rates and Fees Schedule and each Certificate Account Receipt, which are incorporated herein by this reference. You agree that we may debit your account for any fees incurred without prior notice to you. We may change the Rates and Fees Schedule at any time and will notify you as required by law. For the most current rates and fees, you may contact us at any time and manner available.

Statements and Copies of Checks. If we provide a periodic statement for your account, we will send or make available to you a periodic statement of transactions and activity on your account during the statement period as required by applicable law. In the case of multiparty accounts, you agree and acknowledge that we are required to provide only one statement on the account and can provide it to any one of the parties on the account as we choose.

For checking accounts, you understand and agree that your original check (or substitute check), when paid, becomes our property and may not be returned to you. We may, but are not required to, retain the original checks. You agree to keep copies of your checks in order to verify their validity. If you request copies of your checks, you agree that we may provide an electronic image of the check or a sufficient copy thereof. We may charge you, and you agree to pay, fees for providing copies of the checks and/or any research involved with your request, as set forth on the Rates and Fees Schedule.

You understand and agree that statements are made available to you on the date they are mailed to you or delivered electronically. You also understand and agree that checks or copies thereof are made available to you on the date the statement is sent to you, even if the checks do not accompany the statement.

Your Duty to Examine. You are responsible for promptly examining each statement and reporting any irregularities or issues to us. We will not be liable for any forged, altered, unauthorized, unsigned, or improperly endorsed or encoded items drawn on your account if: (1) you fail to notify us in writing within thirty (30) days of the mailing date of the earliest statement containing or evidencing such irregularities regarding any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

e-Statements. If we make this service available to you, you may agree to receive statements via electronic means, whereby your periodic statement will be e-mailed to you or sent electronically to, and made available on, our on-line banking website. Please see the provision, "eStatement Agreement" for more information regarding e-statements.

Notices; e-Notices; Name or Address Change. Any written notice we give to you is effective when it is made available in our on-line banking system (if you have agreed to receive such notices electronically), or when it is deposited in the U.S. Mail, postage prepaid and addressed to you at the most recent mailing address on file with us. Notice to any account owner is considered notice to all account owners. Any written notice you give us is not effective until we actually receive it in our offices.

You agree to notify us of any postal or e-mail address change or name change in writing. We reserve the right to require verification of your identity and proof of a change in address prior to making any changes in our records. We are only required to attempt to communicate with you at the most recent address you have provided to us. If you fail to provide notice of a change in address or name, and we attempt to locate you, we may impose a service fee as set forth on the Rates & Fees Schedule.

e-Notices. If we make this service available to you, you may agree to receive electronically all notices regarding your membership, account(s), or services with us whereby these notices will be e-mailed to you or sent electronically to, and made available on, our on-line banking website. Please see the provision, "eStatement Agreement" for more information regarding e-notices.

eStatement Agreement. We may provide electronic document delivery services for the delivery to you of all disclosures, statements, notices, contracts or agreements, receipts, modifications or amendments, and all other documentation regarding your membership, accounts, transactions, or other business you have with us (collectively referred to as "documents" or "documentation"). If you agree to

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receive such documentation electronically, you specifically agree and acknowledge that we may provide the documents electronically either by sending an e-mail with the text of the documents embedded in the text of the e-mail message or as an attachment contained within the e-mail, or by posting such documents on our website or on-line banking service and notifying you that the documents have been so posted. You have a right to request and receive a paper copy of these documents if that right is provided under applicable law. You may also withdraw your consent and revoke your agreement to receive the documents electronically. To request a paper copy or to revoke your consent, call, write, or e-mail us at the number and addresses provided on the Rates & Fees Schedule. If any of our e-mails are returned to us as undeliverable, we will change our delivery mode to paper format, and you will be required to re-apply for our electronic delivery service and to update your e-mail address accordingly.

We may also offer electronic services such as on-line banking or on-line bill pay, which allow you to conduct transactions to and from your account(s) and to conduct other business with us electronically. You may be required to sign a separate agreement regarding these services and you will be subject to any on-line instructions, rules, agreements, and restrictions provided on the website(s) or provided to you at the time you open an account or enroll in these services. You may be required to be enrolled in our on-line banking service in order to enroll in our electronic document delivery service.

Enrollment in, and use of, these electronic services does not relieve you of your duty to promptly examine your statements, checks, and other documentation for irregularities or discrepancies regarding your accounts in accordance with this and your other Agreements you have with us.

Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

System Requirements. In order to enroll in our electronic document delivery service or on-line banking services, you must be able to receive, view, and print (or otherwise retain), the documents involved. As such, you must have a computer that has access to the Internet, and use of a browser that supports SSL and Cookies. Additionally, many of our documents, including periodic statements, will be sent to you in a PDF format, and to open, read, and print these documents, you will need Adobe Acrobat Reader. Adobe Acrobat Reader may be available for download for free via the Internet. Minimum system requirements are subject to change without notice as the technology changes. The exact system requirements will be disclosed to you on our website or on the on-line banking website or at the time you enroll in the service. By enrolling in, and using the electronic services, you are asserting that your system meets these requirements and that you are capable of, and are indeed receiving, viewing, and retaining the documents involved. If you discover that you are not receiving such documents, you must contact us immediately. We will not be liable for any failure to deliver the documents if you do not notify us of such failure, or if the failure is due to your computer hardware, software, or other equipment, or due to other circumstances beyond our control.

System Disruptions. You understand and agree that such electronic services may occasionally be unavailable for short periods of time due to system maintenance or other reasons. We will not be liable for any delay that this may cause and you are ultimately responsible for conducting your transactions in a timely manner with regard to your banking and bill-paying needs. In the unlikely event that our electronic services become unavailable for a prolonged period of time, you understand and agree that you still have access to the Credit Union and your account(s) in the traditional manner (i.e., in person, by mail, telephone, or check-writing), and we will not be liable to you if you fail to use these means to conduct your business with us.

Security Safeguards. Even if you enroll in on-line banking or bill pay or our electronic document delivery service, we may from time to time require certain transactions to be made in-person or we may require verification or authentication of your identity for security purposes before a transaction or other business with us may be initiated, processed, or completed. You agree and understand that this is for our and your protection and is intended to safeguard your personal information and all funds held in or by the Credit Union, as well as to help prevent identity theft and bank fraud. You agree that we will not be liable for any delay in, or prevention of, any transaction or business conducted by you due to these security measures.

Legal Process Against Your Account. If any legal action is brought against your account such as tax levy, garnishment, attachment, etc., we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. We will not be liable to you for any such payout, even if it causes overdrafts or returned items as determined under our Overdraft Governance Documents. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest in your account and our right to set-off.

Power of Attorney or Agency Designation. We reserve the right to only honor a power of attorney affecting your account if we are satisfied with the legality and/or authenticity of the form and content of the power of attorney, related certification, and any other information or documentation. The determination to accept or reject the information or documentation will be in our sole good-faith discretion, without any liability to the Credit Union. We reserve the right to contact you or your agent to verify your intent, but we are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. All Account Holders are bound by any actions taken by the agent in connection with your account. Unless stated in the power of attorney, your agent cannot: (1) Change or alter account ownership; (2) Add or delete a beneficiary from the account; and (3) Empower others to act on the primary account holder's behalf. Any agent appointed by you is subject to this Agreement. If we have reason to believe your agent is, or will be, in violation of this Agreement we reserve the right to close your accounts without prior notice to you or your agent.

Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Membership Form and accepted by us. We will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record with us.

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Sharing and Disclosing Account Information. While we value your right to privacy and confidentiality of your personal information, there are times where your information will be shared and disclosed, as follows:

With joint account owners and other parties to the transaction. If you have a joint deposit account or loan account, or if you enter into a transaction or account with us that requires a guarantor or a third-party owner of pledged collateral, you specifically agree to allow us to share and disclose information pertaining to those accounts with all your joint owners and other such persons described herein. By agreeing to involve these persons in your accounts and transactions, you acknowledge and agree that you are waiving your right to privacy in this regard and that it is understood that each of you will see each other's personal, non-public information that would otherwise be held in confidence.

With Third Parties. We generally do not disclose your account information to third parties except: (1) when it is necessary in processing a transaction, whether that is to pay an item or to send a notice of dishonor or nonpayment; (2) to exchange, in the normal course of business, credit information with third party financial institutions or other business entities or a third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) to provide information to our regulators or law enforcement when we in good faith believe we have been a victim of a crime or we have observed suspicious activity; (4) in order to comply with a government agency inquiry, subpoena or court order or a valid attachment, garnishment, or other legal action; (5) you give us written permission; (6) to guarantee a check by a third party; (7) at account opening, account renewal, or account review; (8) when we are attempting to collect a debt owed to us; or (9) any other reasonable disclosure allowed by law and appropriate to the circumstance. You also understand and agree that we may from time to time receive credit reports and other information about you in connection with your accounts. Upon request, we will give you the name and address of each agency from which we obtain such a report.

Consent to Communications. By providing an email address, telephone number for cellular phone, or other wireless device, you are expressly consenting to receiving communications at that address or number, including, but not limited to, prerecorded or voice mail message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents. This express consent applies to each address or telephone number that you provide to us now or in the future and permits such communication regardless of their purpose.

Consent for Telephone Communication. You agree we and/or our third-party debt collectors may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers), in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. Calls could result in charges to you. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw consent at any time by any reasonable means, including providing written notice to First Community Credit Union, ATTN: Opt Out, 200 N Adams, Coquille, OR 97420, by emailing us at unsubscribe@firstccu.org, or by calling the credit union at 855-328-2441. If you have provided a wireless telephone number in connection with your account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you provide to us. You agree to indemnify and hold us and our third-party debt collectors harmless, from and against any and all losses, claims, damages, liabilities, costs of expenses, including attorneys' fees, which arise out of your breach of any of the foregoing representations and agreements. In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers, or any other exigent messages permitted by applicable law. These contacts will be concise and limited in frequency and content as required by law. You will have an opportunity to opt-out of such communications at the time of delivery. In the regular course of our service to you, we may monitor and record phone conversations made or received by our employees. You agree that we will have this right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees. For payment authorizations you provide by telephone, we may require you to confirm such instructions in writing.

Inactive or Dormant Accounts. If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rates and Fees Schedule, we may classify your account as inactive, abandoned or dormant. Unless prohibited by applicable law, we may charge a service fee for processing your inactive account. You authorize us to transfer funds from another account of yours to cover any service fees. If applicable, checking accounts with no activity for 24 months may be closed and the funds will be transferred to the Regular Savings account. Checking accounts will continue to incur the monthly service fee until closed. To the extent allowed by law, we reserve the right to transfer the account funds to a general Credit Union account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Death or Incompetence of Account Owner. We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death or adjudication of incompetence and are provided satisfactory evidence thereof, such as a certified death certificate or court order. Once we are notified of a member's death or incompetence, we may pay drafts or honor other payments or transfer orders authorized by the member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming the owner's account funds to indemnify us for any losses resulting from our honoring that claim. Upon the death of an individual account owner, we will pay all funds on deposit in accordance with the specific instructions on the Membership Form such as to a Payable on Death Beneficiary. If there is no beneficiary designation, no probate proceedings or no estate, we may, but are not required to, pay the funds to any heir, who will be solely responsible for any further distribution of the funds. Alternatively, we may hold the funds until a proper court order is presented to us. We may require proper documentary evidence satisfactory to us before we determine the proper treatment of the funds and before we will release funds to any claiming party. Funds in a joint account will be payable subject to the

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provision, "Joint or Multiple Party Accounts". Any payment of funds upon the death or incompetence of any account holder is subject to our lien and security interest. This Agreement will be binding upon any heirs or legal representatives of any account owner.

Termination of Accounts and Services. We may terminate your account or place a freeze on the funds at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery, fraud, or unauthorized use reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we believe that you have been negligent in protecting your access devices or access codes; (8) you have breached any promise under this Agreement; (9) you do not fulfill the terms of any of the accounts, such as deposits being made to club accounts, etc.; or (10) we reasonably deem it necessary to prevent a loss to us or to be in the best interests of the Credit Union or our members or employees. If we are informed of such circumstances or otherwise believe that any of these circumstances are about to occur, we may place a stop payment on any item and we will not be liable to you for such a stop payment.

You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated. However, if we pay an item after termination, you agree to reimburse us.

Termination of Membership and Expulsion. You may terminate your membership by giving us notice and otherwise following our policies and procedures. You may be denied services or expelled for any reason allowed by applicable law and as outlined in our Bylaws, or causing a loss to the Credit Union, or for cause. Cause is outlined in detail in our Bylaws and includes, but is not limited to, dangerous or abusive behavior. Termination of your membership does not relieve you of your obligations to pay any fees or obligations that you owe us, and you are still responsible for any outstanding items that have not yet been processed or paid. Your membership will terminate if there is no activity on your account for 36 months (no open loans and no balance in your accounts). Once membership has been terminated, no further transactions or services will be allowed.

Amendments and Changes. Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may: (1) change or modify any term or condition of this Agreement, including the method for determining interest; (2) we may add new terms, conditions and requirements that we deem necessary or in the Credit Union's best interests; and (3) we may make operational changes. We may make all such amendments or changes as described at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice 10-days or more in advance of the effective date of any change shall be deemed sufficient.

Changes in Accounts or Ownership. Any changes in accounts or services requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed form approved and accepted by us. We reserve the right to require all account owners on a multiple-party account to consent to any changes and to sign the change form. All accounts are non-assignable and nontransferable to third parties except by us.

Recording Conversations. You acknowledge and agree that we may record any telephone conversation we have with you, regardless of whether we so inform you at the time of the conversation. This helps document the transaction or conversation and helps protect both parties.

Severability; Headings; No Waiver. If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement. We reserve the right to waive or choose not to enforce any and all terms, rights, or remedies under this Agreement and such waiver shall not affect our right to enforce that or another term, right, or remedy at a later time.

Enforcement. You are liable to us for any loss, cost or expense that we incur resulting from your failure to follow this Agreement. This shall include reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you.

Governing Law. This Agreement is governed by our Bylaws, federal laws and regulations, local clearing house rules, and the local laws (including applicable principles of contract law) and regulations of the state in which our administrative office is located. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which our administrative office is located.

OVERDRAFT PROTECTION PLAN DISCLOSURE

General Overdraft Liability. If on any day the available funds in your checking account are not sufficient to cover checks and other items (ACH, debit card or ATM card transactions) posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. If we pay a check or item that overdraws your account, you are liable for and agree to pay the overdraft amount and an insufficient funds (NSF) fee immediately. If we do not pay the check or item we will return it unpaid and you agree to pay a return item fee. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

How We Process Checks. The Credit Union's determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later during the day than the time you conduct the transaction. Overdrafts will be determined based on the available balance in your account at the time of presentment. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. You can view

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your available balance through Digital Banking and at ATMs to avoid an overdraft. Transactions may not be presented in the order which they occurred and the order in which checks or items are received and processed may affect if an overdraft occurs. The Credit Union processes checks and items as follows: (i) checks are paid in the chronological order they are received, (ii) for ACH items, credits are processed first and ACH debits processed second with the lowest items paid first, and (iii) debit card transactions are paid in the chronological order they are received.

Order of Payments. We are allowed by law to pay items drawn against your account in any order we choose, and we retain the right to pay such items in any order, at our sole discretion. We also reserve the right to change the order in which we pay items at any time, without prior notice to you, and we can vary the payment order on a case-by-case basis as we so choose. When processing items drawn against your account, generally, we will pay items based upon dollar amounts, paying the smallest items first. Withdrawals for cash initiated by you, either at a teller or ATM, or transfers between your accounts initiated by you at an ATM, via telephone or digital banking service, will be given first priority over checks, drafts and ACH withdrawals. If an item is presented without sufficient funds in your account to pay it, we may, at our sole discretion, pay the item (allow an overdraft) or return the item for non-sufficient funds. You agree to pay the Non-Sufficient Funds Fee for each item presented, either paid or returned. The amount of this fee is disclosed on our Fee Schedule.

Overdraft Fees. The fee for each paid overdraft is $35.00 per check or item. If we do not pay the overdraft, there is a NSF/Return Item fee of $35.00 per check or item. If a returned item is re-presented for payment and the item is paid, resulting in an overdraft, an Overdraft Fee of $35.00 per check or item will be assessed. If we do not pay the re-presented overdraft, a NSF/Returned Item fee of $35.00 per check or item will be assessed. There is no limit on the number of overdrafts paid on any one day. No more than five Overdraft fees and NSF/Return Item fees will be incurred on any one day. These fees may be amended as set forth in the Fees and Charges section.

Member Repayment Responsibility. You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 15 days of notice from us, we may immediately suspend the overdraft service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.

Overdraft Protection Plans. If we approve your request for overdraft protection, we provide alternative overdraft protection plans.

Transfers from Savings. We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from a savings account or other deposit account as you designate. If you have enough funds in your designated account, you authorize us to transfer funds in amounts necessary to cover the overdraft. Transfers will be rounded to the nearest $25.00. If your designated account balance is insufficient to cover the overdraft amount, we will not make any transfer that overdraws your designated account. Unless another overdraft protection plan applies, we will return the check or item unpaid. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing. Transfers from a designated account will be governed by this Agreement.

Transfers from Line of Credit. We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from a line of credit account of yours, if applicable, unless you designate a different order. If you are within the credit limit of your line of credit account, you authorize us to transfer funds in amounts necessary to cover the overdraft. Transfers will be rounded to the nearest $100.00. If your credit limit is insufficient to cover the overdraft amount, we will not transfer any amount. Unless another overdraft protection plan applies, we will return the check or item unpaid. There is no cash advance fee, but interest will begin to accrue from the date of any advance transfer. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing. Your Loan Agreement will govern transfers from an overdraft line of credit account.

Discretionary Overdraft Protection Plan. The Credit Union offers the discretionary Overdraft Protection service to eligible consumer checking account owners (not available to minors or business account owners). The Overdraft Protection service will be provided automatically once the checking account has been open for 180 days and will continue as long as the account is maintained in good standing with the Credit Union. Overdraft Protection service means that we may honor and pay your checks drawn against insufficient funds so that your checks are not returned unpaid. The Overdraft Protection service plan cannot be applied for and is made available only to members meeting specific qualifying criteria. In order to be eligible to receive Overdraft Protection service you must be a member in good standing. Other qualifying criteria may apply. Not all members may qualify. Our Overdraft Protection Service Plan may apply to checks and other transactions you have drawn against insufficient funds in your checking account(s) with us, as well as other transfer or withdrawal request(s) you have authorized (such as, but not limited to, pre-authorized transfers) for which funds are insufficient. Overdraft Protection service plan does not apply to one time debit (everyday/ point-of-sale) card purchase transactions or ATM withdrawals. This overdraft service is not a line of credit, it is not guaranteed, and is independent of any other payment arrangement we may offer. We may, at our sole discretion, but are not obligated to, make payment on such overdrawn checks, transfers, and/or withdrawal requests in any order at our option or return the overdrawn checks, transfers, and/or withdrawal requests unpaid. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. Regardless, we are not liable for any action we take regarding payment or nonpayment of an overdrawn check, transfer, or withdrawal requests. If we choose to pay an overdrawn check, transfer, or withdrawal request, you will be subject to a fee(s) in the amount as set forth in the accompanying Fee Schedule for each transaction. In that event, you understand and agree that you are obligated to reimburse us and you are required to deposit with us sufficient good funds to cover the overdrawn check, transfer, or withdrawal request and pay the applicable fee(s). If we choose not to pay the overdrawn check, transfer, or withdrawal request, you are subject to the applicable fee(s) for each such item in the amount set forth in our Fee Schedule. We reserve the right to limit the number of overdrawn checks and the total dollar amount of overdrawn checks, transfers, and/or withdrawal request that may be paid under the Overdraft Protection service plan at any time. Generally, we will not pay an overdraft for you in excess of any limit we have established for your account type. Further, we do not guarantee payment of any overdrawn check, transfer, or withdrawal request. You understand that if we permit payment of an overdrawn check, transfer, or withdrawal request, we are not required to notify you. In addition, we may discontinue the Overdraft Protection service plan at any time without prior notice.

Overdraft Limit/Available Balance. Under our service, we may pay overdrafts up to a limit of $500 (overdraft limit), for households qualifying for the Rewards relationship level, and you are otherwise eligible for this service. A household is defined as individuals living at

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the same address with the same last name. Individuals living at the same address with different last names may request to be considered as one household if they choose. The Rewards relationship level is designed to provide free or discounted services to members, based on account balances. Members with $3,000 or more in household deposits and/or $15,000 or more in combined deposits and loans qualify for the Rewards relationship level. The Rewards relationship level is set on the first of each month based on the account balances of a household at that time. We may pay up to a limit of $300 for all other households. The Credit Union reserves the right to set your overdraft limit at $0 at its sole discretion. Your overdraft limit may change from month and month based upon your account relationships at the Credit Union. The Credit Union's fees and charges and each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or "available balance" of your account provided by a teller, at an ATM, through digital banking services, or on your periodic statements.

Member Opt-Out Right. The Credit Union offers the Overdraft Protection service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt-out of the Overdraft Protection service at any time by notifying the Credit Union in writing. The Credit Union may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, the Credit Union may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any NSF/Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

Credit Union Contact. For any questions or to exercise your opt-out right from the Overdraft Protection service, you may call or write your local Branch or telephone us at the numbers listed in the Member Liability section.

Postdated and Stale Dated Items. You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six months after its date.

BUSINESS RATES AND FEES SCHEDULE

Teller Check Fee	$5 for items under $500
Stop Payment Fee	$30 per item
Overdraft Fee	$35 per item
Non-Sufficient Funds (NSF) Fee	$35 per item
Returned Item Fee – First Party	$35 per item
Collection Item Fee	$20 minimum per item
Garnishment/IRS Levy/Legal Process	$40 per hour, 1 hour minimum
Copy Fee	$2 per page
Check Printing Fee	Prices vary by style
Account Research Fee	$40 per hour, 1 hour minimum
Dormant Account Fee	$15 one-time fee
Locator Fee	$5 per month
Business Checking	No monthly service charge. 250 items deposited and cleared per month without a charge
Business Interest Checking Monthly Service Charge	$7.50 per month; waived with a $2,000 average daily balance. 750 deposited and cleared items per month
Excess Checks Deposited/Cleared Fee [1]	$.25 per item
Coin Deposits and Orders	$1 per deposit/order over $25 for Business Checking
Outgoing Wire Fee	$20 per item
Incoming Wire Fee	$5 per item
Outgoing International Wire Fee	$75 per item
International Wire Trace Fee	$20 per item
Foreign Transaction Fee	1% of transaction amount
VISA Card Reissue Fee	$5 per occurrence. An expedited fee will apply for rushed orders.
Foreign Currency Order Fee	Minimum $25 per order
Foreign Check Deposit Fee	Minimum $25 per check
Foreign Cash Deposit Fee	Minimum $25 per deposit
Nonproprietary Non-COOP Network ATM Transaction Fee	$1 per transaction
Telecheck	$10 per transaction
Business Sweep Fee	$5 per sweep
Paper Statement Fee	$3 per month; charged to checking account.*

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[1]Waived for the first 250 deposited and cleared checks per month for Business Checking and waived for the first 750 deposited and cleared checks per month for Business Interest Checking accounts.

Bonuses. Members with a Business Interest Checking account will receive up to $100 in credit toward their first check or deposit stamp order. Members with a Business Interest Checking account will receive a free 3X5 safe deposit box or the equivalent credit towards a larger safe deposit box for the first year.

Minimum Balance Requirements. The minimum average daily balance required to earn the APY for the dividend or interest period is $100 for the Regular Shares, Business Savings and Secondary Savings accounts. The minimum average daily balance required to earn the APY for the interest period is $50,000 for the High Yield Savings Account. The minimum average daily balance required to earn the APY for the interest period is $2,000 for the Business Money Market Savings, Money Market Savings and Money Market Checking accounts. The minimum average daily balance required to earn the APY for the interest period is $1,000 for the Business Interest Checking account. If the minimum average daily balance is not met for the aforementioned accounts, no dividends or interest will be paid.

Transaction Volumes. The Credit Union reserves the right to limit the number of items deposited and/or the frequency of deposits per day. If the transactions on your account exceed the agreed volume or amount considered normal for business account activity, the Credit Union may impose an excess transaction fee, limit your account activity, or close your account. Deposited and cleared checks are limited to a total of 250 per month for Business Checking accounts. Deposited and cleared checks are limited to a total of 750 per month for Business Interest Checking accounts. See the Fees and Charges section of this Agreement for fees that may apply to deposited and cleared checks that exceed these limits.

* The following checking accounts will be assessed a Paper Statement Fee of $3 per month, unless the waiver criteria are met.

- Basic Checking
- Business Checking
- Merchant Checking
- Interest Checking
- Interest Business Checking
- Money Market Checking
- Business Money Market Checking

**Paper Statement Fee Waiver.* This fee is waived with eStatement enrollment for the account, by the last day of each month; or a minimum daily balance requirement of $500 in a checking account; or primary member is a minor; or a payroll direct deposit ("Direct Deposit"). Direct Deposit means a recurring deposit to an accountholder's First Community Credit Union checking account, including payroll, pension, or government benefit payments (e.g., Social Security), made by the accountholder's employer, payroll or benefits provider or government agency via the Automated Clearing House ("ACH") Network during each calendar month. There is no minimum Direct Deposit amount required to qualify.

FUNDS AVAILABILITY POLICY

General Policy. For savings accounts, we reserve the right to place reasonable holds on deposit funds to the extent permitted by law. For checking accounts, our funds availability policy is set forth below. Our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. For Mobile Deposits, funds availability rules will apply once we have processed and accepted the check. Once funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first $275 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Holds on Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited. We may delay your ability to withdraw funds from an ACH debit transfer for five (5) days. Holds may be extended beyond five days for any reason under the following section.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check or ACH debit transfer into your account an additional number of days for these reasons:

1. We believe a check or ACH debit transfer you deposit will not be paid.
2. You deposit check or ACH debit transfers totaling more than $6,725 on any one day.
3. You deposit a check or ACH debit transfer that has been returned unpaid.

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4. You have overdrawn your account repeatedly in the last six months.
5. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Account. If you are a new customer, the following special rules will apply during the first 30 days your account is open. The first $6,725 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over $6,725 will be available on the ninth business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit. Funds from deposits of cash and the first $6,725 of a day's total deposits of cashier's, certified, teller's, and State of Oregon and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the ninth business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first $6,725 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

Deposits at Automated Teller Machines. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) will be credited on the day of deposit and the first $275 will be available for immediate withdrawal. The remaining deposited funds will be available on the second business day after the day of your deposit made at ATMs we own or operate. Funds from any deposits at ATMs we do not own or operate may not be available until the fifth business day after the day of your deposit. You can make deposits at ATMs not owned or operated by us that are part of the CO-OP Network. We may make funds more readily available.

ELECTRONIC FUNDS TRANSFERS

The following disclosures set forth your and our rights and responsibilities concerning electronic funds transfers. Electronic Funds Transfers ("EFT's") are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options including Digital Banking, automated teller machines (ATM's), VISA Check Card, and audio response (Telephone Banking) services.

EFT Services

Automated Teller Machines ("ATM's"). You may use your Card and Personal Identification Number (PIN) in the ATM's of the Credit Union, CO-OP and CIRRUS Networks, and PLUS Networks, or such other terminals we may designate. At the present time, you may use your Card to:

- Withdraw cash from a Business Checking Account or Savings Account.
- Transfer funds between your Savings Account and your Business Checking Account.
- Obtain balance information for your Savings Account and Business Checking Account.

Telephone Banking. If we approve your application for telephone access to your accounts under the Telephone Banking service, you may use a telephone to access your account. You may select a Personal Identification Number. You must use your PIN along with your account number to access your accounts. At the present time you may use the Telephone Banking service to:

- Obtain balance information from all your share and loan accounts.
- Access a Loan Account. (Loan advance withdrawals will be subject to the loan agreements governing those accounts).
- Verify if a particular check has cleared your Checking Account(s).
- Give you tax information on dividends earned or interest paid on your accounts.

Digital Banking Access. If we approve your application for the Digital Banking service, you may use a personal computer to access your accounts. For the Digital Banking service, you will need a personal computer with access to the Internet (World Wide Web). The online address for Digital Banking services is www.myfirstccu.org. You may select a personal identification number. You must use your PIN along with your account number to access your accounts. You are responsible for the installation, maintenance and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation or your computer. At the present time, you may use the Digital Banking service to:

- Transfer funds between your Savings, Checking, Money Market and Loan accounts.
- Obtain account information related to any savings or loan account regarding current balance, checking history, dividends and rates, loan interest.
- Make loan and VISA payments from any savings or checking account to a loan account of yours.
- Communicate with the Credit Union using the electronic mail (Email) feature.

Transactions involving your deposit accounts will be subject to this Business Membership and Account Agreement and transactions involving a loan account will be subject to your Loan Agreement and Disclosures.

VISA Check Card. You may use your VISA Check Card to purchase goods and services any place VISA is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals within the STAR, Plus, or VISA Networks or such POS networks as we may designate in the future. You may not use your card to initiate electronic gambling transactions through the internet. Funds to cover your Card purchases will be deducted from your Checking Account. Purchases and cash advances made in foreign countries and foreign currencies will be deducted from your account in U.S. dollars. The conversion rate to dollars will be made

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in accordance with the operating regulations for international transactions established by VISA International, Inc. You will be assessed a Foreign Transaction Fee up to 1% (one hundred basis points) of the transaction amount, or an amount to be determined by VISA International, on any card purchase or cash advance made in a foreign country.

Electronic Check Transactions. You authorize us to honor any electronic check transaction and any re-presented check fee debit transaction you authorize ("electronic check transaction"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

ACH Transactions. Automated Clearing House (ACH) transactions are governed by the rules of the National Automated Clearing House Association. You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations. If the receiving depository institution does not receive such payment for an entry, the receiving depository institution is entitled to a refund from the receiver in the amount of the credit to the receiver's account and the originator will not be considered to have paid the amount of the credit entry to the receiver.

ACH Debit Transfers. An ACH debit transfer occurs when we initiate a request to debit funds from your account at another financial institution to credit your account with us. ACH holds for ACH debit transfers will have hold times of up to five (5) business days. Holds may be extended beyond five business days, following the terms of the Funds Availability policy; longer delays may apply.

International ACH Transactions. You understand that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union's review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations.

Early Payday. We may provide early access to payroll direct deposits for which we have received notice from the sender. Early access to funds depends upon the timing of our receipt of the payment file providing instructions for the deposit and may be provided up to two business days before we receive the funds from the payor. The ability to provide early access to direct deposit payroll may be limited and are not guaranteed. We may discontinue Early Payday access at any time. Early Payday will be reflected in your account's available balance; it is your responsibility to verify the availability of funds. Eligible Early Payday is limited to payroll, pension, and government benefits made through the Automated Clearing House (ACH) network, coded with a Prearranged Payment and Deposit (PPD) Standard Entry Class (SEC) code. Other deposits will be made available according to the Funds Availability Policy. Early Payday deposits are subject to the same terms and conditions as other deposits to your account.

Service Limitations

Automated Teller Machines. Withdrawals. There is no limit on the number of withdrawals you may make at Credit Union ATM's and nonproprietary ATM's. However, you may be charged a fee as set forth in the Fee Schedule. You may withdraw up to a daily limit set by us (if there are sufficient funds in your account) at any authorized ATM, subject to limits placed on each individual ATM. Generally, your daily limit will be $350 per day (for purposes of the daily limit, a day ends at midnight).

Automated Teller Machines. Transfers. You may transfer up to the available balance in your accounts at the time of the transfer.

Telephone Banking. Your accounts can be accessed under Telephone Banking via a Touch Tone telephone only. Not all push button phones are Touch Tone. Converters may be purchased for pulse and rotary dial phones. Telephone Banking will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear, "For assistance, contact credit union office during business hours." There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.

Digital Banking Access. The Digital Banking service is accessible seven (7) days a week, 24 hours a day.

- Transfers. You may make funds transfers to your accounts or other accounts you authorize as often as you like. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, or lower an account below a required balance.
- Account Information. The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.
- Email and Stop Payment Requests. The Credit Union may not immediately receive Email communications that you send and the Credit Union will not take action based on Email requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in 14 days unless confirmed in writing in accordance with your Business Membership and Account Agreement. Contact the Credit Union immediately regarding an unauthorized transaction or stop payment request.

VISA Check Card. There is no limit on the number of VISA Check Card purchase transactions you may make during a statement period. Use may make debit purchases at participating merchants and POS terminals up to the maximum amount set any participating merchant,

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and up to a daily set by us (if there are sufficient funds in your account). Your daily limit may vary bases on your account relationships. Generally, your daily limit will be $350. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the VISA Check Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

Conditions of Account Use

The use of your Card and Account are subject to the following conditions:

- Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
- Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- Security of Access Code. The personal identification code (access code) that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, that authority shall continue you understand that person may use the Telephone Banking/Digital Banking services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

Authorized Access and Users

Authorized Access. If you authorize anyone to access or use your account, you understand that person may access and use the Digital Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to access or use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union immediately so the Credit Union has time to act upon your instructions. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed.

Security of Access Code (Password). The access code is your Personal Identification Number (Password) you select for your security. Your Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password or Wireless Device for Mobile Banking available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Password or Wireless Device, you understand that person may use the Digital Banking service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. If you fail to change your Password or maintain the security of your Password and the Credit Union suffers a loss, we may terminate your electronic services immediately.

Member Liability. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. The Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account through the service. If you permit other persons to use an EFT Service, Card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. If you believe that someone has used your Card or PIN without your permission or you have lost your Card, call: (888) 396-2145 or contact us electronically by sending email messages through the Digital Banking service at www.myfirstccu.org. Or write to: First Community Credit Union, Attn: Card Services, 200 N. Adams St., Coquille, OR 97423

Fees and Charges. There are certain charges for the EFT services as set forth in the Fee and Charges section of this Agreement. The Credit Union reserves the right to impose service charges at any time after we give you notice of such changes as required by law. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction. You may not use the Card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

Right to Receive Documentation

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Periodic Statements. All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter, unless your account is inactive. If you have an EFT transaction, you will receive a statement monthly. You may request that your statement be provided electronically.

Terminal Receipt. You get a receipt at the time you make any transaction using an ATM, POS terminal or VISA Check Card.

Right to Stop Payment on Preauthorized Transactions. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. We may charge you for each stop payment order you give. If you wish to make a stop payment, call your local Branch, submit your request through digital banking, or write to us at 200 N. Adams, Coquille, OR 97423 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may require you to confirm your request in writing within fourteen (14) days after you call.

Account Information Disclosure
We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. We will disclose information to third parties about your account or the transfers you make in the following circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your express permission.

Credit Union Liability for Failure to Make Transactions. The Credit Union shall have no liability to you for any loss, damage, cost, or expense arising out of this Agreement, except as provided by applicable law for any error or delay in performing the Services in this Agreement. We shall have no liability for not completing a transaction, if we receive actual notice or have reason to believe that you have filed for bankruptcy, the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your account has been used for illegal or fraudulent purposes; or we reasonably belief that a transaction is prohibited by federal law, or this Agreement. We will not be liable if you fail to report any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is beyond our control including but not limited to natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in communication or computer networks.

Termination of EFT Services. You agree that we may terminate this Agreement and your use of any EFT services, if you, or any authorized user of your account or access code breach this Agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or identification code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Oregon as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled to, subject to Oregon law, payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

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