Business Account Agreement & Disclosure



Share Accounts

Checking Accounts

Money Market Accounts

Share Certificate Accounts

Funds Availability

Unclaimed Property Law

VALLEY STRONG CREDIT UNION

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INTRODUCTION. In this Business Account Agreement and Disclosure, each and all of the Members are referred to as "you" and "your." The Credit Union is referred to as "we," "our," and "us." This Business Account Agreement and Disclosure contains the terms and conditions governing certain of your business share, share draft, money market, and/or term share certificate account (each an "Account") with us. As used in this document, the term "Agreement" means this document, the signature card (or "Membership & Account Application"), our bylaws, and the Business Schedules of Fees ("Schedule"). Each of you signing the signature card for an Account acknowledges receipt of this Agreement, and agrees to the terms set forth in this Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one- time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement in the event of such one-time waiver.

MEMBERSHIP ELIGIBILITY. To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share (the "membership share") in the Credit Union, pay any applicable membership fee and meet any other terms or conditions as required by the Credit Union Bylaws. We may deny membership, decline to open an account, or close an account if we are prohibited from doing so under applicable law, if we are unable to satisfactorily verify any account owner or beneficiary's identity, or if we are required to do so as provided for in the Credit Union Bylaws.

ACCOUNTS. From time to time, we may offer, or you may open, a variety of share accounts. Each such share account (the "Account") is subject to the general terms and conditions, and any specific terms and conditions, relating to that type of account that may be set forth in this Agreement. If you open multiple accounts, you may receive a separate Schedule for each account, but this Agreement will cover all your accounts with us. Each of you will be jointly and severally liable to us for debit balances in the account, including without limitation overdrafts and account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

DIVIDENDS. If your account earns dividends, the following information applies: **(A) Dividends**. DIVIDENDS ARE BASED ON THE CREDIT UNION'S EARNINGS AT THE END OF A DIVIDEND PERIOD AND CANNOT BE GUARANTEED. Dividends paid on a Credit Union account represent a distribution of Credit Union earnings to Members. The Board of Directors authorize dividends based on available current and prior earnings, after provisions for required reserves. In no event may dividends be paid in excess of available earnings. The specified rate for each, reflect rates the Credit Union anticipates will be available for dividend distribution. However, these are not guaranteed rates. **(B) Payment of Dividends**. We will pay dividends at the annual rate specified on the schedule, which does not reflect compounding ("Dividend). The Schedule also sets forth the frequency of dividend payments, the frequency of any compounding and crediting, the dividends accrual basis, the balance on which dividends will be paid, and any minimum balance

requirements. **(C) Minimum Balance Requirements**. The Agreement may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay dividends on your Account and/ or may charge a fee for that period. You should review any minimum balance requirements on the Schedule. **(D) Initial Dividend Rate**. The initial dividend rate is the current annual rate of dividends that we will pay on the specified balance in your Account. We reserve the right to pay dividends at different rates, depending on the amount in the Account and/ or the type of Membership. **(E) Dividend Compounding and Accrual**. This Agreement will indicate the dividend compounding and crediting frequency for your Account (if any). Compounding generally means that dividends are being accrued on earned dividends. Dividends may be compounded more frequently than dividends are credited to your Account. **(F) Dividend Accrual**. We may accrue dividends on your Account more frequently than we pay or credit dividends. The dividends that have been calculated, but not paid to the Account, are called accrued unpaid dividends. If you close your Account before accrued dividends are credited, you will receive the accrued dividend. Your disclosures will indicate compounding and accrual information.

(G) Changes. We do not guarantee any particular rate or method of calculating dividends for more than one (1) month. We reserve the right to change any rate, term or condition upon reasonable notice to you. The Schedule is posted online monthly at https://www.valleystrong.com/business-schedule-fees

BYLAW REQUIREMENTS. If you fail to complete payment of one membership share within at least one hundred and eighty days of your admission to membership, or within at least one hundred and eighty (180) days from the increase in the par value in shares, or you reduce your share balance below the par value of one membership share and do not increase the balance to at least the par value of one membership share within at least one hundred and eighty (180) days of the reduction, you may be terminated from membership at the end of a dividend period. Termination of membership shall not relieve you from liability to the Credit Union. Shares may only be transferred from one Member to another by a written instrument in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require Members to give, in writing, not more than one hundred and eighty (180) days' notice of intention to withdraw the whole or any part of the amounts paid in by them to acquire membership shares. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to the Member's account. No Member may withdraw shareholdings that are pledged as required security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed the Member's total primary and contingent liability to the Credit Union, as determined in the Credit Union's sole discretion. You may not withdraw any shareholdings below the amount of your primary or contingent liability to the Credit Union if you are delinquent as a borrower, or if the borrowers for who you are co-maker, endorser, or guarantor are delinquent, without the written approval of the credit committee or loan officer.

FEES AND CHARGES. Subject to Applicable Law, you agree to pay us, or have deducted from your account, the fees and charges shown in the Schedule as applicable to your account and for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether

or not each charge results in an overdraft of your account. Existing and future fees and charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The fees and charges may be based on consideration of profit, competitive position, deterrence against misuse of account privileges by Members, and the safety and soundness of the Credit Union. We will notify you of the changes, to the extent required by Applicable Law.

BALANCE METHODS. As used in this Agreement the daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day."

DEPOSIT RULES. The following terms apply to deposits made to your account: **(A) Endorsements**. You authorize us, in our discretion, to accept transfers, drafts, checks, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All drafts, checks and other items deposited to your account should be endorsed payable to the order of us for deposit only, followed by your signature and account number. All endorsements must appear on the back of the drafts, check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. **(B) Final Payment**. All non-cash items (for example, drafts or checks) deposited to your account are provisional and subject to our receipt of final payment by the payor bank. Dividends begin to accrue no later than the business day we receive credit for the deposit of non-cash items. Upon receipt of final payment, the item becomes a collected item. If final payment is not received, or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any dividends paid on that item, and any other fees we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item, or upon any other generally accepted notification of return of the item, in charging you or any of your accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your account. **(C) Direct Deposits**. If we offer direct deposit services for automatic preauthorized deposits to your account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your account as provided in the Final Payment paragraph above.

(D) Crediting of Deposits. The Funds Availability Policy Disclosure entitled "Your Ability to Withdraw Funds" below reflects our policies relating to the availability of deposited funds. **(E) Substitute Checks and Electronic Files Pertaining to Original Checks**. If you deposit a "substitute check" (as defined in Regulation CC § Section 229.2(aaa)) or a purported substitute check into your account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us

with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

WITHDRAWAL RULES. The following terms apply to withdrawals from your account **(A) Manner of Withdrawal**. You may make withdrawals from your account in any manner that is permitted by us for the type of account that you have opened. Withdrawals by mail will be posted to your account as of the day the transaction is processed by us. We may refuse to accept any draft or check other than standard drafts or checks provided by us, or approved by us in advance in writing. Withdrawals and transfers from your account may be restricted as provided in the Agreement, or in the Schedule, or by Applicable Law. **(B) Withdrawal Restrictions and Overdrafts**. We do not have to allow you to make a withdrawal from your account if you don't have sufficient available funds in the account to cover the full amount of the withdrawal. **If there are available funds to cover some, but not all, of the withdrawals or other debits (such as charges) to your account, we may post those withdrawals or other debits for which there are sufficient available funds in any order we may choose at our sole discretion.** If there are insufficient funds available in your account to cover a withdrawal or debit presented against your account, this is called an "overdraft". We will handle each overdraft in accordance with our Standard Overdraft Policy (described below) or in accordance with any other agreement you may have with us (such as an overdraft protection agreement). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. When we determine whether payment of an item will create an overdraft, we may determine the balance of your account at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. **(C) Standard Overdraft Policy**. Unless we have agreed to a separate overdraft protection agreement with you through the Business Ready Money service, the following rules apply. We may assess a service charge on any withdrawal created by check, in person withdrawal, ATM withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree, immediately upon notice from us, to deposit funds sufficient to cover the overdraft plus any service charge we impose. For further details, see Share Draft section under Overdraft Privilege Service later in this agreement. **(D) Notice Requirements**. Under Federal regulations, we reserve the right to require that you to give at least seven (7) days' notice in writing prior to any intended withdrawal from a share, or money market account. Although we usually pay withdrawals or drafts without notice on these accounts, doing so does not mean that we give up this right. **(E) Postdated Items.** You agree that when you write a draft, you will not date the draft in the future. If you do and the draft is presented for payment before the date of the draft, we may pay it or return it unpaid. You agree that if we pay the draft, the draft will be posted to your account on the date we pay the draft, even though the posting date is prior to the date of the draft. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated draft or check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be

in writing, and it must specify the date, amount, and number of the draft, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated draft to the presenter. **(F) Power of Attorney**. The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. **(G) Signatures**. You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our Members. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use signature card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature, and the device by which the facsimile or mechanically reproduced signature is affixed, and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor maybe considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it. **(H) Preauthorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your account (such as your routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a draft to the party, any debit to your account initiated by the party to whom you gave the information about your account is deemed authorized by you. **(I) Electronic Draft Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your draft to pay for purchases or to pay bills. The merchant or other payee uses the draft information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your draft is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your statement from

us. Drafts used in these types of transactions will not be returned with your statement. **(J) Represented Drafts**. If a merchant electronically represents a draft returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Drafts involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentment of a draft. A description of the transaction will appear on your statement. **(K) Legends**. We may disregard information on any check, draft or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over $100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we are acting within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends. **(L) Large Cash Withdrawals**. For the safety of both staff and members, the Credit Union does not keep large amounts of cash at branch locations. Arrangements for large cash withdrawals may be made with the branch manager at the branch location of our choice. Large cash withdrawal requests may require up to ten (10) business days advance notice to process. You understand and agree that you will be responsible for all fees that may be assessed by a third party on the Credit Union in connection with your request (e.g. cash delivery charges). In addition, you may be asked to sign a form releasing us from any liability.
AUTHORIZED TRANSACTIONS. We may recognize the signature of anyone who signed a signature card as authorized to transact business on that account. Any payment made on your account by us in good faith and in reliance on the terms and conditions of this Agreement and/or the signature card will be valid and discharge us from liability. Without limitation to the foregoing, we may honor transfers, drafts, or checks drawn against your account by authorized signers, even if the transfers, drafts, or checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds. In addition, if we receive written notice from any person who signed a signature card, such as a beneficial owner or authorized signer, that withdrawals, in accordance with the terms of the account, should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the parties to the account. Such written notice(s) will become effective only upon receipt and after we have had a reasonable opportunity to act thereon; however, our release of amounts to a beneficial owner in contravention to any instructions from another person signature card shall not result in liability for us.
CLOSING ACCOUNTS. We or you may close any of your account(s) at any time. If you would like to close any of your accounts with us, you must provide written notice to us. We are not required to close your account at your request if you have any pending transactions, the account is overdrawn or your Account is subject to legal process (such

as a garnishment, attachment, levy or similar order). In those cases, we will restrict your Account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released.

If an account is closed, we may send the collected balance on deposit in your account, less any fees, claims, offsets, or other amounts you are responsible for, by regular mail to your most recent address shown in our records. Items presented for payment after the account is closed may be dishonored. We 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 or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in your account; (4) any checks are lost or stolen; or (5) we deem it necessary, in our sole discretion, in order to prevent a loss to us.

AUTHORIZED SIGNERS. Each authorized signer on an account must be at least eighteen (18) years of age. Each authorized signer on an account is duly authorized to act with respect to the account(s) and we are authorized to act on all matters relating to the account(s) upon the order of any one of the authorized signers until we receive written instructions to the contrary from an Authorized Representative (as defined on the signature card). You certify that any signatures appearing on the signature card are the genuine signatures of said authorized signer. You agree that any instruction to permit withdrawal only upon the signature of two or more authorized signers or agents is for your internal use and benefit only and will not be binding on us. You agree that we will not be liable for any lack of signatures so long as the instructions contain the signature of or have been authorized by at least one authorized signer. Any payment made from your account in good faith and reliance on the terms and conditions of this Agreement and the signature card shall be valid and discharge us from liability. Without limiting the foregoing, we may honor transfers, drafts, or checks drawn against your account by authorized signers, even if the transfers, drafts, or checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.

We may continue to recognize an authorized signer's authority until we have received and have had a reasonable time to act upon your written modification or revocation of it. You are responsible for ensuring that each authorized signer is provided a copy of this Agreement and is familiar with it. Unless you have instructed the Credit Union in writing to the contrary, the Credit Union may consider communications about your account from an authorized signer on your Account as communications from you. You agree to notify the Credit Union immediately in writing if any authorized signer's authority has been terminated.

You agree to be responsible to us for the actions of authorized signers on your account. This means that you are responsible for familiarizing authorized signers with all of the terms of this Agreement. You are responsible for monitoring your account(s), supervising employees and other persons authorized to conduct business on your account(s), reviewing all statements and other information we send you regarding your account(s), and immediately reporting to us any suspicious activity. If unauthorized activity on your account(s) is the result of actions of employees, officers, directors or other agents of your business, you agree that you will first look to any faithful performance bonds or similar insurance coverage you maintain to cover losses resulting from unauthorized activity on your Credit Union account(s). Our liability

for any unauthorized activity that results from our negligence will be reduced by any amount you are able to recover from your own insurance company.

If you want to change your account in any way, you must properly complete additional forms provided by us, which shall not be effective until delivered to and accepted by us. We are authorized to rely solely on the documentation we have in our possession. On behalf of yourself, your agents, successors, and assigns, you hereby agree to indemnify us and hold us harmless from any and all liability upon our reliance on such documentation.

INDEMNIFICATION. You agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this Agreement or as a result of your failure to abide by its terms, including but not limited to those arising from: (1) a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (2) any fraud, manipulation, or other breach of this Agreement by you; (3) your violation of any law or rights of a third party; or (4) your provision of access to your account(s), services, or electronic services to any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of accounts or the electronic services by you or a beneficial owner or other authorized person.

LIMITATION ON LIABILITY. Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds- transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (j) your failure to follow any applicable software manufacturer's recommendations or our instructions; (k) a network system not working properly and you were aware of the malfunction when you started the transaction; (l) transactions that cannot be completed because funds in your Account are subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction; or (m) incorrectly entering your PIN.

You acknowledge that our fees have been established in contemplation

of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS ACCOUNT AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.

DISCLAIMER OF WARRANTIES. You understand and agree that accounts and electronic services are provided "as-is." Except as otherwise provided in this Agreement or as required by law, the Credit Union assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any communications, personalizations, or electronic settings. You understand and expressly agree that the use of electronic services is at your sole risk, and that any material and/or data downloaded or otherwise obtained through the use of electronic services is downloaded or obtained at your own discretion and risk, and that you will be solely responsible for any damages, including without limitation damage to your computer system or mobile device or loss of data that results from the download or the obtaining of such material and/or data. Except as expressly set forth in this Agreement, the Credit Union disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third-party rights, regarding its services, including electronic services. The Credit Union makes no warranty or representation regarding the results that may be obtained from the use of electronic services, the accuracy or reliability of any information obtained through electronic services, the accuracy of any information retrieved by you from the accounts or that the electronic services will meet any user's requirements, be uninterrupted, timely, secure, or error free.

STALE DRAFTS. We reserve the right to pay or dishonor a draft more than six (6) months old without prior notice to you.

SHARE DRAFT ACCOUNTS. If your Account is a share draft account, the following terms may apply: The Account must consist solely of funds in which the entire beneficial interest is held by a sole proprietor, a governmental unit, professional corporations, standard corporations, limited liability company, limited partnerships, non-profit corporations, associations, and unincorporated associations, or business partnerships.

STOP PAYMENT ORDERS. Subject to certain limitations, you may order us to stop payment on any draft, automated clearing house/ pre-authorized electronic funds transfer ("ACH/ EFT"), or other item payable from your Account, whether drawn or authorized by you or any other account owner, as follows: **Stop Payment Against a Check, Draft, or Other Item.** Any Account Owner of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective until the stated release date by the Account Owner or the Account Owner withdrawals the Stop Payment Order, whichever is later. It lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that fourteen (14) day period. A fee may be assessed with the stop payment. Refer to the Business Schedule of Fees.

Stop Payment Against an ACH/EFT. You shall have no right to cancel or amend an ACH/EFT request after receipt by us. In the case of an ACH Entry, if such request complies with the ACH Security Procedures for the cancellation or amendment of an ACH Entry, we will use reasonable efforts to act on a request by you for cancellation of an ACH Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but we shall have no liability if such cancellation is not effected. You shall reimburse us for any expenses, losses, or damages we may incur in effecting, or attempting to effect, the cancellation or amendment of an ACH Entry. In the case of an EFT, you may not cancel or stop an External Transfer that is already in progress. For one-time transfers designated with a future send date and recurring transfers, you may cancel any transfers as long as we receive the cancellation or stop request before the send date or next scheduled recurring transfer. For recurring transfers, you can choose to cancel the entire recurring payment schedule or only the next scheduled transfer. If you choose to cancel the entire recurring payment schedule, all future transfers will be cancelled, and you must reschedule any recurring payments you want to occur in the future. However, we shall have no liability if such cancellation is not effected. If we honor a stop payment request against an ACH/EFT, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. A stop payment against an ACH/EFT item from your account is effective for six (6) months. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization. All stop payment order requests will require you to provide the date, the amount, and the number of the item or authorization, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item or authorization. Our acceptance of a stop payment order will not constitute a representation that the item or authorization has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item or authorization. In addition, you may not stop payment on drafts governed by a separate agreement, such as a check guaranty agreement. Further you may not stop payment on an item or authorization after acceptance of the same by us. Based upon the type of account ownership that you have designated, the following terms and conditions apply. **SPECIFIC ACCOUNT TYPES.** This section applies to specified account types: **(A) Business Accounts.** If the account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the account owner must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the account owner. On any transactions involving the account, we may act on the instructions of the person(s) authorized in the resolutions, Agreement, or certificate of authority to

act on behalf of the account owner. You agree to notify us in writing of any changes in the person (s) authorized or the form of ownership.
(B) Attorney Client Trust. Subject to Applicable Law, an Attorney Client Trust is an account set up by an attorney or law firm to hold client or third-party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account.
(C) Real Estate Broker Client Trust Accounts. Subject to Applicable Law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity, and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third-party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and/or real estate professional rules.
(**D) Government/Municipal/Public Funds Accounts.** This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.
ASSIGNABILITY. The account established under this Agreement is not assignable or transferable except with our express written consent. We must approve any pledge of the account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the account be closed and a new account opened in the name of the transferee or pledgee.
ITEM REQUIREMENTS. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a

prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your account for items should they become lost in the collection process.

STATUTORY LIEN. We have the right to impress and enforce a lien on all funds in accounts that you have at our Credit Union. This statutory lien applies to any and all accounts (except as prohibited by law) that you have at our Credit Union including joint accounts that you hold with another person. This statutory lien applies to the extent of your financial obligations to us. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the statutory lien. We may enforce this lien (without any further notice to you) if you are in default on a financial obligation with us.

ESCHEAT DISCLOSURE; DORMANT ACCOUNTS. The funds in your account may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law. If there has been no deposit or withdrawal activity in your account for an extended period of time, we may transfer the account to an inactive or dormant status. If the account remains inactive or dormant for a period of three years, and other requirements of state law are met, we are required to report and remit the balance of the account to the custody of the applicable state agency and we will thereafter have no liability to you for the balance remitted. To the extent permitted by law and our agreement with you, we may assess a service charge for maintaining the account and providing unclaimed account notices. We reserve the right not to mail statements on accounts which are dormant or on which previous statements have been returned undelivered. If you have not been receiving statements, disclosures or tax notices on your account, you should contact us to make sure we have your current address.

ACCOUNT STATEMENTS. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your account, unless you notify us immediately after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any draft that is altered or any signature that is forged if we act in accordance with our security procedures with respect to such unauthorized transaction. If you report to us that a transaction on your account was unauthorized, you agree to: (1) submit your claim of unauthorized transaction in writing to us by completing a declaration under penalty of perjury describing your claim of unauthorized transaction (in an affidavit form approved by us, if so requested); (2) file a police report; (3) complete and return to us any documents requested of you; and (4) in all respects, cooperate fully with us in our investigation of your claim of unauthorized transaction. During our investigation, we may, at our sole discretion, provide a credit to your account up to the amount of the unauthorized transaction while we investigate your claim of unauthorized transaction. We reserve the right to reverse any credit made to your account if you fail to cooperate fully with our investigation or if we determine that the transaction that gave rise to your claim of unauthorized transaction was conducted in compliance with the security procedures with respect to such transaction. Such a claim may be subject to different notification time-frames. If you

have requested us to hold your account statements, we have the right to mail your statements if you have not claimed them within thirty (30) calendar days. If we truncate your drafts, you understand that your original drafts will not be returned to you with your statement. You agree that our retention of drafts does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

WHOLESALE WIRE AND ACH TRANSACTIONS. With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer agreement (if applicable) and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or Credit Union number you have provided even though that account or Credit Union number may identify a party different from the person or entity you have described by name in any transfer order.

Provisional Payment. Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

(A) Notice of Receipt. We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or Wholesale (wire) funds transfer item.

(B) All accounts are subject to the fees set forth on our Schedule, as the Credit Union may amend from time to time.

UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED. If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

NOTICES. The following terms apply to notices relating to your account. **(A) Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your account. Unless we agree otherwise in writing, only one notice will be given. **(B) Account Changes.** Any account owner or person authorized to sign on an account is required to notify us in writing if any account owner or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the name listed on the account. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

DENIAL OF SERVICES The Credit Union reserves the right to limit, restrict or deny any Credit Union product(s) or service(s) in its sole discretion to any Member who: (i) causes a loss to the Credit Union; (ii) misuses any Credit Union product or service; (iii) mistreats any Credit Union staff or volunteers or other Members; (iv) provides false or misleading information in connection with any transaction or Credit Union product or service; or (v) fails to comply with the terms and conditions of any agreement with the Credit Union. Notwithstanding the foregoing, all Members retain the right to maintain a basic share account and to vote in annual and special meetings. No action to limit, restrict or deny services will relieve a Member of the obligation to pay any outstanding balances, charges, or other amounts owed to the Credit Union. Under our Denial of Services Policy, the Credit Union may also take action to limit services to borrowers with delinquent loans and/or overdrawn accounts.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of California in which we are located, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

CONSENT TO CONTACT. In order for us to service your account or to collect any amounts you owe, you agree that we, or our third party service provider(s), may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/ artificial voice messages and/or an automatic telephone dialing system. You further agree that, in order for us to service your account or to collect any amounts you owe, we may send e-mails to you at any e-mail address you provide to us. You may revoke this consent at any time by notifying us in writing at P.O. Box 9506 Bakersfield, CA 93389.

CONSENT TO RECORDING. You provide your express consent to the Credit Union's monitoring and recording of our conversations and other communications with you. Your consent applies to our monitoring and recording of telephone conversations, electronic messages, electronic records, or other data transmissions between you and us regarding your Account or other products and services offered by us.

FRAUD. We may offer you services to assist you in mitigating the risk of fraud on your account, such as positive pay, ACH fraud filters and electronic transaction authorization services. If you fail to use a fraud protection service or measure we offer, you will be treated as having assumed the risk of any losses that could have been prevented. We shall be responsible only for performing the services expressly provided for and agreed upon in this Agreement and shall be liable only for our gross negligence in performing those services. In no event shall we be liable for any consequential, special, punitive or indirect loss or damage that you may incur or suffer in connection with this Agreement, including losses or damages from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement.

INSURANCE COVERAGE. If you maintain insurance coverage for employee fraud and/or embezzlement, we reserve the right to require you to file a claim with your insurance company before you make any claim against us. In such event, we will only consider your claim after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

COOPERATION WITH INVESTIGATIONS. We agree to investigate any transaction you have reported to us as unauthorized (a "claim" of unauthorized transaction"). You agree to; (1) submit your claim of unauthorized transaction in writing to us by completing a declaration under penalty of perjury describing your claim of unauthorized transaction (in an affidavit form approved by us, if so requested); (2) file a police report; (3) complete and return to us any documents requested of you; and (4) in all respects, cooperate fully with us in our investigation of your claim of unauthorized transaction.

SYSTEMS AND SOFTWARE. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

LEGAL PROCESS. You understand and agree that we must comply if we are served with any notice of garnishment or of attachment, tax levy (including without limitation, any "notice of levy"), withholding order, injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure, subpoena, or other legal process relating to your account that we know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. You direct us not to contest any such notice of legal process and understand that we are under no obligation to notify you of the legal process and will not notify you if prohibited by law. You agree that you must contest any such legal process or our compliance with it directly with the third party issuing the legal process, and not with us. We may charge a Processing of Legal Documents fee, as set forth in our Schedule, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. You understand and agree that if a subpoena or legal process requires us to release information about an owner or authorized signer on an account, we must comply with such request and the information released pursuant to such subpoena or legal process may include information about other parties on the account, even if their information was not expressly requested by the subpoena or legal process. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served any legal process, we may charge such costs to your account. You understand and agree that funds we hold or set aside in response to legal process will not earn dividends. You agree to indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages associated with our compliance with any process that we know or otherwise believe in good faith to be valid.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the

funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

CERTIFICATION OF BENEFICIAL OWNERSHIP OF LEGAL ENTITIES

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify and record information about the beneficial owners of legal entity customers. In compliance, the Credit Union will collect beneficial ownership information of legal entity customers. This means that any time an account is established or maintained for a legal entity, we will request information that identifies the ultimate beneficial owner(s) and controlling person of the legal entity. The required identifying information includes name, address, date of birth, identification number, and other information that will help verify the identity of those individuals. The person opening an account on behalf of a legal entity will be asked to certify this information.

CREDIT VERIFICATION. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the account, reviewing or collecting any account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your Account was closed because you have abused it.

ABOUT OUR BUSINESS ACCOUNTS

Business Share Accounts

Valley Strong The Credit Union's Business Share Accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our share accounts are the Regular Business Share Account and the Business Money Market Account.

Balance Information We compute the balance in our Business Share Accounts to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in the account each day.

Rate Information Our Business Share accounts are designated variable rate tiered accounts on the Schedule. This rate and yield may change at any time in the Credit Union's sole discretion.

Dividend Compounding and Crediting Dividends accrue daily and will be credited monthly. For the Business Share Savings Account the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Schedule.

BUSINESS SHARE SAVINGS ACCOUNT

Minimum Balance and Deposit Requirement The minimum deposit required for you to open a Business Share Savings Account is $5.00. You must maintain a minimum daily balance of $5.00 to obtain the Annual Percentage Yield as stated on the Schedule.

BUSINESS SIMPLE SAVINGS ACCOUNT

Minimum Balance and Deposit Requirement The minimum deposit required for you to open a Business Simple Savings Account is $5.00.

You must maintain a minimum daily balance of $5.00 to obtain the Annual Percentage Yield as stated on the Schedule

BUSINESS MONEY MARKET ACCOUNT

Our Business Money Market Account is a share account with check access.

Minimum Balance and Deposit Requirements The minimum deposit required for you to open a Business Money Market Account is $1,000.00. You must maintain a minimum daily balance of $1,000.00 in your Business Money Market Account to obtain the Annual Percentage Yield stated in the Schedule.

PUBLIC BUSINESS MONEY MARKET

Our Public Business Money Market Account is offered to government entities and requires a minimum of $1,000 to open. Public Business Money Market funds are collateralized per public funds guidelines.

Minimum Balance and Deposit Requirements The minimum deposit required to open a Public Business Money Market Account is $1,000.00. Business must maintain a minimum daily balance of $1,000.00 in the Public Business Money Market Account to obtain the Annual Percentage Yield stated in the Schedule.

BUSINESS ESCROW CLUB ACCOUNT

Our Business Escrow Club Account is a share account with check access.

Minimum Balance and Deposit Requirements The minimum deposit required for you to open a Business Escrow Club Account is $1,000.00. You must maintain a minimum daily balance of $1,000.00 in your Business Escrow Club Account to obtain the Annual Percentage Yield stated in the Schedule.

ABOUT OUR BUSINESS SHARE DRAFT (CHECKING) ACCOUNTS

Withdrawals, Approved Methods Only share drafts and other methods approved by the Credit Union may be used to withdraw funds from a share draft account.

Electronic Check Conversion Upon prior notification from the merchant to the account owner, a purchase made with a share draft or check can be converted to a one-time electronic fund transfer (EFT) if authorized by the account owner. The account owner may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the account Owner authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the account owner signs a written authorization.

Demand Drafts The Credit Union may pay and charge to the applicable share draft account, share drafts drawn by and payable to any person, organization, association or corporation that has been authorized by an account owner to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such share drafts shall be the same as if it were a share draft drawn and signed by an account owner (s) personally. This authority shall remain in effect until revoked by an account owner in writing. It is agreed that the Credit Union shall be fully protected in honoring such share drafts. It is further agreed that if any such share draft is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

Overdrafts The Credit Union is under no obligation to pay a share draft or other item which exceeds the available balance in an account;

the Credit Union may, however, pay such item and recover or obtain a refund of the amount of the resulting overdraft plus the Overdraft Privilege Service Fee from any of the account owners of this account, each of whom expressly agrees that each account owners is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any account owner. We may close, without prior notice, any account with excessive NSF and/or overdraft activity and report the account to a consumer reporting agency.

OVERDRAFT POLICY The Credit Union recognizes that sometimes you may overdraw your share draft account. In such cases the Credit Union may decide to honor items for which there are insufficient available funds. This is the Credit Union's Overdraft Policy. The Credit Union provides the Overdraft Policy as an accommodation to you and is not obligated to do so, even when it has done so in the past.

QUALIFICATION

To be eligible for the Overdraft Policy, you must meet all of the following criteria:

• Be a Member in good standing with the Credit Union;
• Share draft account must be opened for a minimum of one (1) month;
• There is a thirty (30) day waiting period for the Overdraft Policy on all eligible new accounts;
• Continue to make deposits consistent with past practices, and depositing at least $500.00 or more in the account within each thirty (30) day period (Note, your account must remain positive for a period of at least one (1) business day for the thirty (30) day period to be satisfied); and
• You are not in default with any loan obligation with the Credit Union.

Eligibility is at the sole discretion of the Credit Union and is based on you managing your share draft account in a responsible manner.

The Overdraft Policy is a benefit. Any payment made by us under the Overdraft Policy will be made on a case-by-case basis, in our sole and absolute discretion. The Overdraft Policy does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. The Service is a privilege available for members which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.

DESCRIPTION OF SERVICE

By participating in the program, the Credit Union may honor overdrafts, including checks/share drafts over-the-counter, checks/share drafts, automated debits (ACH), and recurring check card transactions resulting in an overdraft.

Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not approve your overdrafts for ATM withdrawal or everyday check card transactions. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawal or everyday check card purchases, contact us in-person; by calling us at (800) 221-3311; by writing to us at P.O. Box 9506, Bakersfield, CA 93389-9506; or logging online at www.valleystrong.com. Complete the Overdraft Consent Form.

You may revoke your authorization to have us pay your ATM transactions

Optional Overdraft Protection Plans We offer optional overdraft protection plans that you may apply for, such as an overdraft protection service where funds from a linked share account are used for overdraft protection. If you qualify for these optional services, we will look first to

these services for overdraft protection before applying our discretionary Overdraft Privilege Service when your account is overdrawn. Such overdraft protection service plan may save you money on the total fees you pay us for overdraft protection. With this service, you authorize us to make transfers of available funds automatically from your eligible share account to cover overdrafts in your share draft account. Transfers from your share account are made in the exact amount of the overdraft, plus the amount of a related fee as disclosed in our Schedule. Each transfer counts as one of the six (6) limited transactions you are allowed each month from your share account. You must request to enroll in this service.

NSF Transactions We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid and charge a related NSF Fee as stated in our Schedule. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary. If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times; this may also occur when you initiate transfers and payments through your Credit Union Online Banking or Bill Payment services and your account lacks sufficient available funds at the time the transaction is scheduled to occur, as we may decline the transaction, charge a NSF Fee, and then resubmit the same transaction at a later time in an attempt to process your requested transaction. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related NSF Fee for each such resubmitted item each time that same transaction is returned unpaid.

BUSINESS CHECKING ACCOUNTS OFFERED

The Credit Union offers the following business checking accounts which let you withdraw your money and write checks against your account at any time. Our business checking accounts are Basic Business Checking, Business Plus Checking, Business Analysis Checking and Community Non-Profit Checking. These types of accounts are not consumer accounts, and as a result the Truth in Savings Act does not apply to these accounts.

Business Basic Checking Account

Our Business Basic Checking Account is offered to our business Members who maintain a minimum balance of $100.00.

Rate Information The Basic Business Checking account is a non- dividend earning account.

Minimum Balance and Deposit Requirements The minimum deposit for you to open a Basic Business Checking Account is $100.00. You will be assessed the monthly service fee as stated on the Schedule. To avoid the monthly service fee, you must meet the following criteria:

- Maintain a minimum daily balance of $1,500.00
- Maintain an average daily balance of $3,000.00

Business Plus Checking Account

Our Business Plus Checking Account is offered to our business Members who maintain a minimum balance of $100.00.

Rate Information the Business Plus Checking Account is a non-

dividend earning account.

Minimum Balance and Deposit Requirements The minimum deposit required for you to open a Business Plus Checking Account is $100.00. You will be assessed the monthly service fee as stated on the Schedule. To avoid the monthly service fee, you must meet the following criteria:

- Maintain a minimum daily balance of $5,000.00
- Maintain an average daily balance of $10,000.00

Business Analysis Checking Account

Our Business Analysis Checking Account is offered to our business Members who maintain a minimum balance of $100.00. Accounts on analysis typically have a high volume of activity or are linked to cash management services. Account analysis is used to assess the Credit Union's fees and other charges on accounts maintained by both profit and nonprofit organizations, whether sole proprietorships, partnerships, unincorporated associations of persons, corporations, public agencies, or other organizations. We periodically review account activity to determine if an account should be added to account analysis. You may request one or more accounts be added to account analysis. However, it is our decision. We will notify you when we add an account to analysis.

Rate Information The Business Analysis Checking Account is designated as a variable rate account. This rate and yield may change at any time at the Credit Union's discretion.

Earnings Credit The Earnings Credit rate appears on each analysis statement. The Earnings Credit Rate is determined by the Credit Union. The Credit Union's current Earnings Credit Rate may be obtained by contacting Member Business Services or your account officer. You agree that we need to notify you in advance of any change in the Earnings Credit Rate.

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open a Business Analysis Checking Account is $100.00. You will be assessed the monthly service fee as stated on the Schedule. The dividends earned may offset the fees.

Maintenance Fees Your monthly maintenance fee for each settlement period, which is monthly, is based on the activity of your account and the fees associated with that activity as described in the Schedule. The Credit Union will calculate an earnings dividend allowance for your account based on your balance available to support activity for each settlement period. If your monthly maintenance fee during the settlement period is the same as or less than your earnings allowance, you are not assessed a monthly maintenance fee. If your monthly maintenance fee for the settlement period exceeds your earnings allowance, we will charge your account for the amount due (i.e., the difference) on the last calendar day of the month following the end of the settlement period providing it is a business day. When the last calendar day of the month is not a business day, we will charge your account the next business day.

Multiple Accounts More than one analyzed account may be linked on account analysis for purposes of determining monthly maintenance fees and the earnings allowance. Ownership of the accounts linked for account analysis may not differ. If multiple accounts are used to determine the monthly maintenance fees and earnings allowance, one of the accounts will be designated the "master account," and the owner is deemed responsible and liable to the Credit Union for the monthly maintenance fees on all linked accounts. By including an account under analysis, the account owner waives any requirement for advance notice in advance of a change in a charge tied to the Earnings Credit Rate.

Note: If your company is a law firm and has an IOLTA (Interest on Lawyer's Trust Account), the IOLTA cannot be linked to an analyzed

account.

Overdrafts and Uncollected Funds Charges for funds advanced include the use of uncollected funds during the settlement period are determined by using the Credit Union's Earnings Credit Rate. We may, in our sole discretion, advance funds from time to time to cover checks or other items drawn against non-sufficient funds or uncollected funds. If we do so, and unless a different rate is expressly agreed to in writing, we will charge a daily fee on the funds advanced at the rate published in the then current Schedule applicable to your analyzed account. If for any reason we decide to waive interest charges or overdraft fees for a particular overdraft, we reserve the right to charge interest on other

Community Non-Profit Checking Account

Our Community Non-Profit Checking Account is offered to business Members who maintain a minimum balance of $100.00.

Rate Information The Community Non-Profit Checking account is a non-dividend earning account.

Minimum Balance and Deposit Requirements The minimum deposit for you to open a Community Non-Profit Checking Account is $100.00. You will be assessed the monthly service fee as stated on the Schedule.

To avoid the monthly service fee, you must meet the following criteria:

- Maintain a minimum daily balance of $7,500.00
- Maintain an average daily balance of $15,000.00

IOLTA Attorney Client Trust Account

Our IOLTA Attorney Client Trust Account is offered to our business Members who maintain a minimum balance of $100.00 who are licensed attorneys.

Rate Information This account complies with the requirements of the IOLTA program for the State of California. Dividends are paid to the state program. You are responsible for fees that the state program does not permit to be paid from the dividends.

Minimum Balance and Deposit Requirements The minimum deposit to open an IOLTA Attorney Client Trust Account is $100.00.

Zero Balance Checking

Our Zero Balance Checking Account is offered to our business Members who have at least one existing Share account in an Open status.

Rate Information The Zero Balance Checking account is a non-dividend earning account.

Minimum Balance and Deposit Requirements The minimum deposit for you to open a Zero Balance Checking Account is $100.00. There is no minimum balance requirement.

BUSINESS SHARE CERTIFICATE ACCOUNTS

Our business share certificate accounts let you deposit your money for a specified period of time.

Annual Percentage Yield The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your Account, your earnings will be reduced.

Maturity Your Account will mature as reflected on the Schedule. The maturity date will be stated on the certificate provided to you at the time of opening your account.

Exceptions to Penalties The penalties stated below will not apply if: 1. The withdrawal is made subsequent to the death of any owner of the Business Share Certificate Account or is made pursuant to the Credit Union's bylaws; or 2. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union which issued the account.

Balance Information We compute the balance in our share certificate accounts to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in the account each day.
Rate Information Our Business Share Certificate Accounts are designated fixed rate accounts on the Schedule. You will be paid this rate and yield until maturity.
Dividend Compounding and Crediting Dividends accrue daily and will be credited monthly.
Minimum Balance and Deposit Requirements The minimum deposit required for you to open a Business Share Certificate Account is indicated on the Schedule. You must maintain the minimum daily balance to obtain the Annual Percentage Yield stated on the Schedule and to avoid closure.
Renewal of Account/Grace Period Your account will automatically renew at maturity for the same time period as the original term unless you withdraw all of the funds in your account at maturity. There is a ten (10) day grace period following maturity of this Account.
Account Limitations Dividends may be credited to your sub-account, paid to you by check, or credited to your certificate account. If earned dividends are paid to you or credited to your sub-account before maturity, the Annual Percentage Yield will be reduced. If your dividends are credited to your Business Certificate Account, they are not available for withdrawal until maturity. See Early Withdrawal Penalty below.
Early Withdrawal Penalty We may impose a penalty if you withdraw any of the principal from your Account before the maturity date (except for the crediting of dividends as described above). For Share Certificate Accounts, the amount of the early withdrawal penalty is dependent on share certificate term and will be calculated as indicated in the Share Certificate Early Withdrawal Penalty Table. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. Therefore, if the account has not yet earned enough dividends or if the dividend has already been paid, the penalty will be deducted from the principal. Please consult the table below as it illustrates all envisaged and recent changes.

Certificate Term	Early Withdrawal Penalty
6 month	90 days dividends
12 month	270 days dividends
18 month	180 days dividends
24 month	540 days dividends
36 month	810 days dividends
48 month	1080 days dividends
60 month	1350 days dividends

If your business certificate has not remained on deposit at least the number of days of the applicable early withdrawal penalty, the early withdrawal penalty may exceed the actual dividends earned and could result in a further reduction of the principal balance of your certificate. If funds are withdrawn early, the entire certificate must be closed, and the penalty will be calculated on the full amount of the certificate.

At maturity the promotional 9 month and 15 month share certificates will roll into a standard 12 month share certificate product pursuant to the Credit Union's right to decide to do so. Early withdrawal of share certificate funds is subject to verification of the funds placed on deposit, and in cases of non-funding or suspicious and fraudulent activity, the Credit Union has the authority to take the appropriate action and close such account.

Other Agreements

DEBIT CARD/CHECK CARD/ATM CARD

Personal Identification Number The Credit Union will issue you a Personal Identification Number (PIN), unless a customized PIN was selected at the time of card creation that must be used with the ATM/ Check Card for transactions that require the use of a PIN. This number should be memorized. DO NOT write it on your ATM/Check Card or where it is easily accessible by others. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget, misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one.

Right to Receive Documentation of Transactions You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, or if the transaction is $15.00 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

Your Liability for Lost, Stolen or Unauthorized Transactions Involving Automated Teller Machine (ATM) Cards

Tell us AT ONCE if you believe your ATM/Check Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your card. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your Account (plus your maximum overdraft line of credit if you have one with us).

Special Notice to Visa Check Cardholders If there is an unauthorized use of your Visa® Check Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa® network, then your liability will be zero ($0.00). This provision limiting your liability does not apply to Visa® Corporate Card Transactions, Visa® Purchasing Card Transactions, Anonymous Visa® Prepaid Card Transactions, ATM cash disbursements processed on non-Visa® or non-Plus networks, or non-Visa® PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero ($0.00) liability limit, to the extent allowed under applicable law, if the Credit Union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

To Notify the Credit Union In The Event of an Unauthorized Transaction or a Lost or Stolen Card If you believe your ATM/ Check Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (661) 833-7900 or (800) 221-3311, or write to us at P.O. Box 9506, Bakersfield, California 93389-9506. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. **Business**

Days Our business days are Monday through Friday, excluding holidays**.**
Business Days Our business days are Monday through Friday, excluding holidays.

Additional Disclosures Applicable to ATM and POS Services

Rules for Use

By using your ATM/Check Card with your personal identification number (PIN) at automated teller machines (ATMs) or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your share or checking account(s) in accordance with the instructions given at the terminals. All ATM/ Check Card transactions are subject to the terms and conditions of your Agreements with us governing the affected accounts.

ATM Fees When you use an ATM not owned by the Credit Union, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee will not be imposed for use of an ATM or Check Card issued by the Credit Union for use of an electronic terminal operated by the Credit Union.

Transactions Available You may use your ATM/Check Card to perform the following transactions: • Make deposits to your share or checking accounts; • Withdraw cash from your share, checking account or line of credit; • Transfer funds between your share and checking accounts; • Make point-of-sale payments for goods and services to others from your checking account; • Access your Ready Cash Account for loan advances; • Transfer funds from your Ready Cash Account to your checking and share savings accounts; and • Make account balance inquiries. Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

Limitations on Transactions Generally, you may make ATM cash withdrawals up to $1,010.00 each twenty-four (24) hour period as long as your available balance will cover the transaction. Various institutions that participate in networks of which the Credit Union is a Member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM. Generally, you may make POS transactions up to $15,000 each 24-hour period as long as your available balance will cover the transaction and the request is coming from your checking account.

Access Cards All ATM Cards/Check Cards are nontransferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM/Check Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

Foreign Transactions Purchases and cash advances made in a foreign country will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency will be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include internet transactions in the U.S. with a merchant who processes the transaction in a foreign country. The conversion rate in dollars will be a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percentage point (1%) fee charged by the Issuer.

ADDITIONAL DISCLOSURES APPLICABLE TO AUDIO RESPONSE (Telephone Banking)

Transactions Available You may use the audio response service (Telephone Banking) to perform the following transactions:

•Obtain account and loan balances;
•Obtain loan payment due date and payoff information;
•Obtain last dividend, date, and amount;
•Obtain clearance of specific checks;
•Transfer funds among your share, club, and checking accounts;
•Transfer funds from your line of credit to your checking and share savings accounts; and
•Make loan payments. All payments and deposits are subject to later verification by us.

Additional Disclosures Applicable to Visa® Check Card Services

Issuance of Card "Card" means the Valley Strong Credit Union Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means the account designated on the application for your Check Card.

Responsibility for Transactions You are responsible for all transactions you make with the card or that you authorize another person to make with the card. You understand that if you disclose your Check Card PIN to anyone, they will have access to all accounts identified by your account number. If the account is a joint account, all transactions involving the account are binding on all account holders.

Limitations on Dollar Amounts and Frequency of Transactions Purchases made above the floor limit of the merchant will require an authorization number from Visa®. Generally, you may make ATM cash withdrawals or POS transactions up to $1,010.00 each twenty-four (24) hour period as long as your available balance will cover the transaction, Generally, you may make Visa® Check Card or POS transactions up to $15,000.00 each twenty-four (24) hour period as long as your available balance will cover the transaction. Various institutions that participate in networks of which the Credit Union is a Member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

Use of The Card You may use the Card and PIN to:

•Withdraw cash from your checking account at ATMs, merchants, or financial institutions that accept Visa® Check Cards;
•Transfer funds among your checking account, your share account, and/or the line of credit; and
•Make deposits to the checking account and/or share accounts at the Credit Union. You may use the card without the PIN to:
•Purchase goods or services at places that accept Visa® Check Cards (these are point-of-sale or POS transactions);
•Order goods or services by mail or telephone from places that accept Visa® Check Cards;
•Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PLUS, CO-OP, ACCEL/Exchange or any other debit card network; and
•Make automatic payments from your account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals. Use of the card, the account number on the card, the PIN or any combination of

the three (3) for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Visa® Check Cards is an order by you for the withdrawal of the amount of the transaction from your account. Each transaction with the card will be charged to your account on the date the transaction is posted to your account. All Check Card transactions covered by this Agreement are subject to the terms and conditions of your account agreements with us governing the affected accounts, except as modified by this Agreement. Any future changes to your account agreements may affect the use of the card. When the Credit Union receives notification of a Check Card transaction, it will put a hold on an equivalent amount of available funds in your checking account for three (3) business days (or for up to thirty (30) business days for certain types of check card transactions).

Illegal use of Check Card Account You agree that your Visa® Check Card account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Overdrafts You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your account from any other account you have with the Credit Union, except an Individual Retirement Account.

Refusal To Honor Card The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the card or to complete a withdrawal from your account, or for their retention of the card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the card or for their retention of the card.

Visa® Account Updater (VAU) and Visa® Check Card Security Calls As a participant in the Visa® payments system, the Credit Union participates in the Visa® Account Updater (VAU) service. VAU allows for the electronic exchange of updated account information between the Credit Union, Visa® and the merchants or companies with whom you have authorized recurring payment transactions. The VAU service helps to minimize disruptions that can result from expired or reissued cards, lost or stolen cards, new and closed accounts, and similar events. If you do not wish to participate in the VAU service and prefer that we do not share this information, you can opt-out of either or both by contacting the Credit Union either by phone or by visiting any one of our branch locations. Additional information and disclosures will be provided to you with your Visa® Check Card. In addition, the Credit Union may share contact information required for Visa® security to make calls or send text messages to verify Visa® Check Card transactions.

Address Change You are required to keep the Credit Union informed of your current address to ensure correct mailing of monthly statements.

Additional Benefit Enhancements The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve

a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

Amendments The Credit Union may change the terms and conditions of this Agreement from time to time by sending written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change to the extent required by Applicable Law. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system; and/or the security of the Remote Deposit Capture service, or designated accounts.

Governing law; Attorneys' Fees All agreements and disclosures shall be construed in accordance with the laws of the State of California and the provisions of the California Uniform Commercial Code (UCC), without resort to California's conflicts of law rules and to the extent that California law is not inconsistent with applicable federal law. You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

Reservation of Rights Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

Other Agreements Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

Severability If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them 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 the close of business 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 the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of 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 $275.00 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 day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following

circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications 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 Accounts If you are a new Member, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $6,725.00 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725.00 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh (11th) business day after the day of your deposit.

Holds on Other Funds (Check Cashing) 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 is 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.

Holds on Other funds (Other Account) 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 Agreement for the type of check that you deposited.

Deposits at Automated Teller Machines Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth (5th) business day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

Important Notice About Your Account(s) (California Residents)

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a share, share draft, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) maybe transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law. Accounts subject to escheatment will be

assessed the Escheatment Fee as stated on the Schedule.

General Terms and Conditions of your Credit Union Accounts

Arbitration and Waiver of Class Action

Please read this provision carefully. It affects your rights and may have a substantial impact on how legal claims you and we have against each other are resolved.

You and we agree to attempt to informally settle any disputes arising out of, affecting, or relating to this Agreement, your accounts, your relationship with us or the products and services we have provided or have offered to provide to you (a "Claim" or "Claims"). Attempts to informally settle the Claims shall include a written exchange of information describing the Claims, the basis for the Claims, and the relief sought, and then an in-person meeting (or a meeting by Zoom or similar electronic means) to discuss, in good faith, potential resolution of the Claims. If the Claims cannot be resolved informally, then, you and we agree that any ("Claim") that is filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision, even if the Claim arose prior to the Effective Date of this Arbitration and Waiver of Class Action provision shall, at the election of either you or us, be resolved by BINDING ARBITRATION administered by the American Arbitration Association ("AAA") in charge at www.adr.org; or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. This Arbitration and Waiver of Class Action provision will be interpreted and enforced in accordance with the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claim. You acknowledge that this Arbitration and Waiver of Class Action provision does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. By consenting to BINDING ARBITRATION, you understand and agree with the following terms:

1. Selection of Arbitrator. If either you or we elect to resolve a Claim through binding arbitration, your rights will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules. The neutral arbitrator will be selected in accordance with the Rules, and must have experience and knowledge in financial transactions. In the event of a conflict between the Rules and this Arbitration and Waiver of Class Action provision, this Arbitration and Waiver of Class Action provision will supersede the conflicting rules only to the extent of the inconsistency. If AAA is unavailable or unwilling to resolve the Claim, and if you and we do not agree on a substitute arbitration forum, then you can select the arbitration forum for the Claim.

2. Effective Date. This Arbitration and Waiver of Class Action provision is effective when you open your account or when it is provided to you, whichever is earlier. 3. Arbitration Proceedings. Arbitration proceedings

provide you a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. Any defenses that would apply to a Claim if it was brought in a court of law will apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Arbitration and Waiver of Class Action provision will be deemed the commencement of an action for such purposes. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court and cannot be appealed. Arbitrators can award the same remedies including damages, injunctive relief, and other remedies that a court can award. Any determination as to whether this Arbitration and Waiver of Class Action provision is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration. Judgment upon the award rendered by the arbitrator ruling can be entered in any court of competent jurisdiction 4. Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. 5. Location. The place of arbitration shall be within 50 miles of your business at the time the arbitration is commenced. 6. Costs. You will pay for any filing, administration, and arbitrator fees as imposed on you by AAA. 7. Attorneys' Fees. To the extent permissible under the Rules or by law, the prevailing party on the merits of the Claim is entitled to recovery of its attorneys' fees. 8. Severability. In the event that the Class Action Waiver in this Arbitration and Waiver of Class Action provision is found to be unenforceable for any reason in relation to a Claim involving class action allegations, the remainder of this Arbitration and Waiver of Class Action provision will be unenforceable. If any provision in this Arbitration and Waiver of Class Action provision, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain enforceable. 9. Survival. This Arbitration and Waiver of Class Action provision will survive termination of the Agreement. 10. Further Information. FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.

REFUSING YOUR INSTRUCTIONS. We may refuse to follow any of your instructions, accept any deposit, or process any transaction, that in our sole judgment are illegal, fraudulent, inconsistent with our policies (or those of any of our third-party processors) or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your, or what purports to be your, oral, written, or electronic instructions.

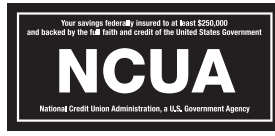
DECLINING TRANSACTIONS ON YOUR ACCOUNT. There are many reasons why we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to

comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account pending investigation, including in one or more of the following circumstances: (1) your account is involved in any legal or administrative proceeding; (2) we receive conflicting information or instructions regarding account ownership, control or activity; (3) we suspect that you may be the victim of fraud, scam or financial exploitation, even though you have authorized the transaction(s); (4) we suspect that any transaction may involve illegal activity or may be fraudulent; (5) we are complying in our sole judgment, with any federal or state law or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws; or (6) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We may also limit cash deposits to, or withdrawals from, any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.

ACCOUNT DISPUTES. If there is a dispute between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to payees, authorized signers, business owners, association or business directors, or members, you agree that we may, without liability to you or your owners or authorized signers and in our sole and absolute discretion, take one or more of the following actions: (1) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (2) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; (3) inter-plead all or any portion of the funds from an account into an appropriate court for resolution; (4) honor the claim against your account if we are satisfied as to the claim's validity; or (5) restrict access to the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing us to distribute the funds. We may charge your account for expenses (including attorneys' fees and expenses) and fees we incur.

Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

Federally Insured by



MBS-26 (REV 6/09/2025)

VALLEY STRONG CREDIT UNION

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