

Mobiloil CREDIT UNION

BUSINESS MEMBERSHIP, ACCOUNT, AND ARBITRATION AGREEMENT

This Business Membership, Account and Arbitration Agreement ("Agreement") covers the rights and responsibilities concerning accounts held by a business or organization account owner ("Account Owner") and Mobiloil Credit Union ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner, each person signing a Business Account Card or other account opening document ("Account Card") or for which membership and/or service requests are otherwise approved, and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this Agreement does not intend, and the terms "you," "your" and "yours" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

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. We will also ask for similar information for each beneficial owner and the control person of the legal entity. We may also ask you for identification documents for the beneficial owners and the control person. You are required to notify us immediately of any change including, but not limited to, the business structure, business ownership, beneficial ownership or the control person. A new certification form may be required.

1. CONTRACT - Your account with the Credit Union is held individually in the name of the Account Owner. By signing an Account Card or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Card, any Funds Availability Policy Disclosure, applicable rate sheet, Fee Schedule, Account Receipt or other disclosure we provide to you, the Credit Union Bylaws, Credit Union policies, and any amendments we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

We may permit some variations from this Agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

2. MEMBERSHIP ELIGIBILITY - To join the Credit Union, the Account Owner must meet the membership requirements including as applicable, purchasing and maintaining a minimum share balance (hereinafter membership share) and/or paying a membership fee, as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

3. ACCOUNT ACCESS

a. Authorized Persons. The following are deemed Authorized Persons who may establish accounts at the Credit Union and act on behalf of the Account Owner with respect to such accounts:

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or, for a limited partnership, the general partner or those partners as otherwise established by the partnership agreement) and any person designated by the partners; or
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

b. Authority. Authorized Persons are vested upon election by the Account Owner with authority to open and close accounts on behalf of the Account Owner and transact business of any nature on such accounts, including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
- Signing checks, drafts and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate, share certificate and any other instrument or order for payment owned or held by the Account Owner;
- Receiving information of any nature about the account;
- Opening any deposit or share account(s) in the name of the Account Owner;
- Borrowing money on behalf of and in the name of the Account Owner;
- Signing, executing and delivering promissory notes or other evidences of indebtedness;
- Entering into a written lease for the purposes of renting, maintaining, assessing and terminating a Safe Deposit Box with the Credit Union; and
- Endorsing, assigning, transferring, mortgaging or pledging bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or acquired by the Account Owner as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

c. Access Options. You may access your account in any manner we permit including, for example, in person at one of our experience centers, at an ATM/ITM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

d. Credit Union Examination. You understand and agree that we use automated means to process checks and other items written on or deposited to your account. That means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, draft or item which contains your account number, amount of check and check number. You understand and agree that we rely on the automated system's label of transactions when the Credit Union assesses applicable fees. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so. Our use of automated means to process checks and other items prevents us from inspecting or looking for special instructions or "restrictive legends" on checks (e.g., "Void after six (6) months," "Void over \$50," "Payment in Full," and the like), whether on the front or back, in any form or format. For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restrictions. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account for which you have an interest.

4. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on any applicable disclosure and Fee Schedule. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or other unstaffed facilities are not our responsibility until we receive them.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a

remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person.

b. Collection of Items. We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All items and Automated Clearinghouse (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

5. FUNDS TRANSFERS - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (Nacha). If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

c. No Notice Required. We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you interest for the period of delay. Based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you. This may result in a fee according to our Fee Schedule.

f. Payment Order Processing and Cut-off Times. The order in which items are paid is important if there is an insufficient available balance in your account to pay all of them. The payment order can affect the number of items overdrawn or returned unpaid and the amount of fees you may have to pay. To assist you in managing your account, we are providing you with the information in the Overdrafts section below on how we process those items. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. Duty to Report Unauthorized or Erroneous Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

k. Recording Telephone and Video Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

6. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in our Truth-in-Savings Disclosure and Fee Schedule. We may change the Truth-in-Savings Disclosure or Fee Schedule at any time and will notify you as required by law.

7. TRANSACTION LIMITATIONS - We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except those damages which may arise solely as a result of the Credit Union's negligence.

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft transfer source, otherwise we will process, in accordance with the Overdrafts section of this Agreement.

We may refuse to allow a withdrawal in some situations, for example: (1) there is a dispute between Authorized Persons (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) for non-corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We may require you to give written notice of

7 to 60 days before any intended withdrawals. With regards to large cash withdrawals, we may require you to give prior notice.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account.

8. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, any applicable rate sheet and Fee Schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

9. OVERDRAFTS AND DISHONORED ITEMS

a. Insufficient Funds/Overdrafts. An overdraft occurs if the available balance in your share or deposit account is not sufficient to pay the full amount of a check, electronic payment transaction, transfer, in-branch withdrawal, or other item at the time it is presented to us for payment (not when it is submitted for authorization). We may return the overdraft item, or in the case of an ATM/ITM Self-Service Transaction (withdrawal or transfer) (an "ITM Self-Service Transaction" is an ATM withdrawal or transfer that occurs at an ITM in ATM mode) or debit card payment, it will be declined. If we reject a check or Automated Clearing House ("ACH") transaction, then you may be charged a Returned Item or Non-Sufficient Funds (NSF) Fee. Our fees are described in the current version of our Fee Schedule. You will be charged a Non-Sufficient Funds (NSF) Fee each time an item is presented against an insufficient available balance, even if the item was previously rejected and you were previously assessed a Non-Sufficient Funds (NSF) Fee. We do not charge fees if we decline an ATM/ITM Self-Service Transaction (withdrawal or transfer) or debit card payment transaction. We are not required to notify you if your account does not have sufficient available funds to pay the item.

Overdraft Transfer Source. You can authorize the Credit Union to transfer funds from another account such as a share or deposit account, or from an overdraft line of credit to cover overdrafts. You may be assessed a fee for transfers from another account as reflected in our current Fee Schedule. There is a fee for a transfer from an overdraft line of credit, but the fee will be refunded within 24 hours; however, you will be charged interest in accordance with the terms of the line of credit agreement.

If we, at our discretion and as a courtesy to you, honor items that exceed the available balance in your account, the account will be overdrawn and you agree to repay the overdrawn amount, plus any fee assessed by us, in accordance with the requirements established in any other agreement with us that governs this Overdraft service. By exercising our discretionary right to honor such items, we do not agree to honor them in the future.

b. Dishonored Items. We may redeposit an item taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain a sufficient available balance to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located.

c. How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure provided for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received or potentially even posted to your account.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments in check number order. This means that checks are not always processed in the order they are written or numbered.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions are posted to your account throughout the day in the order of receipt in each file.
- **ATM/ITM Withdrawals and Transfers.** These transactions are posted in real time as they occur.

- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM/ITM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a card system such as the Visa or Mastercard networks. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. If we authorize the transaction, then we will place a hold on the funds in your account. The “authorization hold” will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and presented to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are posted to your account as they are received. The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. For example, a gas station may seek authorization for \$50 when you only pump \$30 of gas. Until the \$30 payment is presented to us, your available balance will be reduced by the \$50 authorization. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

Whether a debit card transaction is PIN-Based or Signature Based, it can be recurring or nonrecurring (also known as “one-time” debit card payments). Recurring transactions are where you use your debit card to set up a recurring monthly payment, such as a gym membership or monthly insurance payment. Nonrecurring transactions are one-time transactions that are authorized each time you use your debit card. Using your debit card at a restaurant is an example of a one-time or nonrecurring transaction. We will rely on how the merchant characterizes the transaction for purposes of processing it, and your only recourse for an improperly coded transaction is with the merchant who submitted it to us.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

To help you manage your account and avoid Non-Sufficient Funds (NSF) Fees, you may check your available balance online at mobiloilcu.org, via mobile app, at an ATM/ITM, by visiting a credit union branch or by calling us at 800-892-1111 or 409-892-1111. We also provide you with a summary of Non-Sufficient Funds (NSF) Fees on your monthly account statements for the current period and year-to-date.

d. Understanding Your Account Balance. Your share draft account has two kinds of balances: the actual balance and the available balance. It is important to understand how the two balances are calculated and how they are used to know when you may be charged Non-Sufficient Funds (NSF) Fees.

Your actual balance reflects the full amount of all deposits to your account less transactions that have “posted” to (or have been paid from) your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but have not posted. Thus, while the term “actual” may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds for purchase transactions, holds on checks or other deposits, or other checks, payments and fees that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is still \$50 but it does not reflect the pending check transaction until the transaction is posted to your account. So, at that point, you actually have \$50, but you have already spent \$40. Your actual balance is the balance reflected on your account statements after transactions are posted to your account.

Your available balance is the amount of money in your account that is available for you to use without incurring a Non-Sufficient Funds (NSF) Fee. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card purchases or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders.

The following is an example of how the two balances work, both the actual balance and the available balance:

Assume you have \$100 in both your actual balance and your available balance. Further assume you use your debit card to buy a shirt for \$70, in which case the merchant will typically ask us to authorize the payment. If we do, then we will reduce your available balance to \$30 because we are now required to pay the \$70 for the shirt

when the transaction is presented to us (usually a few days later) through the merchant's card network. This is referred to as an "authorization hold." Before the merchant presents the transaction for the shirt to us for payment, a check you have written for \$50 is presented for payment. Because you have only \$30 in your available balance the check is an overdraft even though you still have \$100 actual balance. We may reject the check (in which case you will be charged a Non-Sufficient Funds (NSF) Fee. Later, when the shirt transaction is presented to us for payment through the merchant's card network, we are required to pay it, but your available balance is now -\$20 due to the check we paid.

10. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our Fee Schedule.

11. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to draw or issue any check or draft that is payable at a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

12. FOREIGN CURRENCY - All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

13. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any Authorized Person may request a stop payment order on any check or draft drawn on your account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action. This may result in a fee according to our Fee Schedule.

You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

b. Duration of Order. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires. If the stop payment request is made orally, we may require written authorization be received within fourteen days of the oral request or the oral stop payment order may cease to be binding.

We have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing or in a record as allowed by applicable law.

c. Liability. Fees for stop payment orders are set forth on our Fee Schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

14. CREDIT UNION LIABILITY -If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the

right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

15. UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT - You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

16. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by state or federal law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

17. TRANSFER OF ACCOUNT - All accounts are nonassignable and nontransferable to third parties except by us.

18. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney's fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

19. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

20. NOTICES

a. Name or Address Changes. You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth on our Fee Schedule.

b. Notice of Amendments. Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees as required by law.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any Account Owner is considered notice to all Account Owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of

dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we will close your account and return the balance to you, less any applicable service fees.

22. STATEMENTS

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint multiple party accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 60 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of electronic signature equipment.

c. Notice to the Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

23. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Fee Schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

24. TERMINATION OF ACCOUNT - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or Authorized Person; (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 account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft transfer source; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

25. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

26. DEATH OR INCOMPETENCE OF ACCOUNT OWNER OR AUTHORIZED PERSON - You agree to notify us promptly if the Account Owner (if the Account Owner is a sole proprietorship) or an Authorized Person on your account dies or is declared incompetent by a court. Until we receive notice of death or incompetency, we may act with respect to any account or service as if the Account Owner or an Authorized Person is alive and competent, and we will not be liable for any actions or inactions taken on that basis. We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of the Account Owner's or Authorized Person's death or incompetency. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by

the deceased or incompetent Account Owner or Authorized Person for a period of ten days after the death or declared incompetence unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. When we receive a notice that the Account Owner or Authorized Person (if there is only one (1) Authorized Person) has died or been declared incompetent, we may place an administrative hold on your account balances and refuse to accept deposits or permit withdrawals. We are also not required to release your funds until we receive any documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If the Account Owner or Authorized Person authorizes any transaction, but it is not presented for payment until after the Account Owner or Authorized Person dies, we are authorized to pay the transaction. We may require anyone claiming funds from an account of a deceased or incompetent Account Owner to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of the Account Owner. If you owe us a debt at the time of your death, we are authorized to exercise our right of offset (our right to apply funds in one account to a debt associated with another account) against the funds credited to your balance after your death.

27. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

28. WAIVER OF RIGHTS - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at any time shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

29. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

30. ENFORCEMENT - You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

31. GOVERNING LAW - Except as provided in the Arbitration Provision below, this Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse rules, and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Texas. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

32. WAIVER OF TRIAL BY JURY - You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

33. NEGATIVE INFORMATION NOTICE - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

34. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

35. ARBITRATION -

a. You and we agree to attempt to informally settle any disputes arising out of, affecting, or relating to your accounts and deposit products and services, including credit cards. If that cannot be done, you and we agree that any claim or dispute between us ("Claim") that is filed or initiated after the Effective Date (as defined below) of this Arbitration provision, even if the Claim arose prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for commercial disputes ("Rules"), whether such Claim is in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any credit union experience center upon request. In the event of a conflict between the Rules and this Arbitration provision, this Arbitration provision shall supersede the conflicting Rules only to the extent of the inconsistency.

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 UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT

JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act as set forth in Title 9 of the US. Code to the fullest extent possible, notwithstanding any state law to the contrary and regardless of the origin or nature of the Claim. You acknowledge that this Arbitration provision does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local government agency or entity, nor does it prevent such agency or entity seeking relief on your behalf. This Arbitration provision shall not apply to Claims that are initiated in or transferred to small claims court or arise out of any secured or unsecured loan made by us to you (other than a credit card account).

b. SELECTION OF ARBITRATOR. The neutral arbitrator shall be selected in accordance with the Rules, and shall have experience and knowledge in financial transactions. If AAA is unavailable to resolve the Claim, and if you and we do not agree on a substitute, then you can select the appropriate forum for the Claim.

c. EFFECTIVE DATE. This Arbitration provision is effective when it is provided to you with your Business Membership, Account, and Arbitration Agreement.

d. ARBITRATION PROCEEDINGS. Arbitration proceedings provide you a fair hearing, but the arbitration procedures are simpler and typically less expensive than going to court. The arbitration shall be conducted in Texas. The arbitrator can award the same remedies, including damages, injunctive relief and other remedies that a court can award. Discovery will be available for non-privileged information just like in court. Any defenses that would apply to a Claim if it was brought in a court of law shall 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 provision shall be deemed the commencement of an action for such purposes. The Arbitrator shall be required to follow the law in rendering an award. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes and except for errors of law, the arbitrator's award is not subject to review by the court and it cannot be appealed. Any determination as to whether this Arbitration provision is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration. However, only the Court shall decide the enforceability of the Class Action waiver provided for below. Nothing contained in this Arbitration provision shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or sequestration order, or any other pre-judgment remedies.

e. 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.

f. COSTS AND ATTORNEYS' FEES. We will pay for any filing, administration, and arbitrator fees as imposed on you by AAA. However, you will be responsible for your attorneys' fees. The arbitrator shall be entitled to award the prevailing party in the arbitration his/her/its attorneys' fees and costs of suit only if and then to the extent fees and costs are otherwise recoverable by contract or statute.

g. SEVERABILITY. In the event that the CLASS ACTION WAIVER in this Arbitration provision is found to be unenforceable for any reason, then the remainder of the arbitration provision shall be unenforceable. If any provision in this Arbitration provision, other than the CLASS ACTION WAIVER, is found to be unenforceable, then the remaining provisions shall remain enforceable.

h. SURVIVAL. This Arbitration provision shall survive termination of the Agreement, even if your accounts with us are closed.

36. LIMITATION OF TIME TO COMMENCE ACTION – Any action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account(s) or any product or service provided by the Credit Union must be commenced within one year after the cause of action accrues.

37. CONSENT TO CONTACT – By signing or otherwise authenticating the Business Account Card, the Authorized Person(s) agree(s) we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by telephone or text message at any telephone number associated with the account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to Authorized Person(s), in order to service the account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. The Authorized Person(s) further agree(s) methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent to be contacted on their wireless telephone number(s) at any time by providing written notice to us at, ATTN: Account Resolutions Department, 3535 Calder Avenue, Suite 200, Beaumont, Texas 77706, by email to accountresolutions@mofcu.org, via phone at (409) 924-5212, or by any other reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to give this consent.

Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

In order to help mitigate harm to the Authorized Person(s) and the account, we may contact the Authorized Person(s) on any telephone number associated with the account, including a wireless telephone number (i.e. cell phone number), to deliver any messages related to suspected or actual fraudulent activity on the account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. The Authorized Person(s) will have an opportunity to opt-out of such communications at the time of delivery.