

BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This Business Membership and Account Agreement ("Agreement") covers the responsibilities concerning accounts owned by a business or organization account owner ("Account Owner") and First Commerce Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean the Account Owner and each person signing an Account Card ("Account Card"). The words "we", "us", and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with the credit union.

1. **Contract.** Your account type(s) is/are designated on your Account Card. Your account shall be held as a single/individual account in the name of the Account Owner. By signing an Account Card, you agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Rate Sheets, Fee Schedules, all Account Receipt, the Credit Union's Bylaws and policies, any amendments to these documents from time to time which collectively govern your membership and accounts, all applicable present and future federal and state laws and regulations, local banking customs, and the rules of any clearing house association with whom we may deal. The word "bylaws" means the Bylaws or the Code of Regulations of the Credit Union.

2. **Membership Eligibility.** To join the Credit Union, the Account Owner must meet the membership requirements including, if applicable, the purchase and maintenance of the minimum required share(s) ("membership share"), as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You and any authorized signers 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.

3. **Account Access.**

a. **Authorized Persons.** The following are persons authorized ("Authorized Person(s)") to establish and act on behalf of the Account Owner with respect to accounts held at the Credit Union.

- 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 general partner in the case of a limited partnership) and any person designated by the partners;
- 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 with authority to open and close accounts on behalf of the Account Owner, and transact any 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 account;
- Signing drafts, checks and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal, including issuing stop payments order;
- Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Account Owner;
- Receiving information of any nature about the account;
- Requests for future services; and
- Pledge funds.

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 unauthorized 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 inform us immediately in writing of any changes. You authorize the use of a facsimile signature of any Authorized Person and we may honor any document that appears to bear such a facsimile signature.

RIGHT TO RESTRICT SERVICES AND ACCOUNT ACCESS – We reserve the right to restrict, deny, suspend or terminate Credit Union services and/or your ability to access or withdraw account funds at any time, for any reason and without notice to you, in our sole discretion, to the maximum extent permitted under applicable law. Without in any way limiting the foregoing, you agree we may, except as prohibited by applicable law, restrict, deny, suspend or terminate one or more of our services to you and/or your access to account funds in the event you are delinquent or in default on any loan account with us. Accordingly, under such circumstances, we may, without limitation, restrict, deny, suspect or terminate your ability to conduct online banking transactions and/or access or withdraw funds through the use of an ATM, a debit card or electronic means. The exercise of rights pursuant to this paragraph shall not be construed as limiting, in any way, our right to pursue other rights and remedies available under applicable law.

c. **Access Options.** You may withdraw or transfer funds from your account in any manner we permit (e.g., in person or by automated teller machine, debit card, point of sale device, automatic transfer or other available electronic means, mail or telephone). 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 draft drawn on a form we do not provide. Any losses, expenses, or fees resulting from or imposed due to handling such a draft will be charged to your account.

d. **Credit Union Examination.** We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

4. **Deposit of Funds Requirements.** Funds may be deposited to accounts, in any manner approved by the Credit Union in accordance with the requirements set forth on our rate sheet(s) and fee schedule(s) applicable to business accounts. 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 at un-staffed 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 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. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of check or draft, we may require endorsement as set forth on the item. We may, but are not required, to accept for cash or other value checks, drafts, or items made payable to the Account Owner provided such items are endorsed with an original or facsimile signature of the required number of Authorized Persons. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

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. Deposits made by mail or at un-staffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of non-payment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

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

d. **Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits and preauthorized transfers by filling out a separate document. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the 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.

- e. **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.
- f. **Remote Deposit Capture.** Remote Deposit Capture services ("Services") are designed to allow you to make deposits to your checking, savings or other accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to FCCU or FCCU's designated processor. Your use of the Services constitute your acceptance of the Terms and Conditions provided upon your initial use of the Services which are incorporated by reference and included herein. FCCU reserves the right to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. FCCU reserves the right to suspend Services to any member at any time for any reason, or for any violation of the Terms and Conditions.
- g. **Funds Availability Policy.** Our policy for all transaction accounts is to make funds from your cash deposits, electronic direct deposits, government, cashier's, certified, and teller's checks (made payable to you) available on the day we receive them, and check deposits available to you on or before the second business day after the day we receive your deposit. The first \$200 of your deposit will be available the next business day. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. For deposits made after we close, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.
- iBiz!, iBiz!+ (Analysis) Business and Community Interest Checking:** These accounts use the collected balance method. If the holds described above are waived, checks will be available on the first business day after the day of your deposit.
- Proprietary ATMs:** These are ATMs owned and operated by First Commerce Credit Union and usually located at First Commerce offices. Deposits made at First Commerce ATMs will be available by the second business day after the day of the. Cash deposits made at First Commerce ATMs will be available immediately if ATM is on-line.
- Non-Proprietary ATMs:** These are ATMs not owned by First Commerce Credit Union. Deposits made at non-proprietary ATMs will be available by the 5th business day after the date of deposit.

We will take into consideration your account relationship with First Commerce Credit Union in deciding whether to waive the standard holds described above.

Longer Delays May Apply

Funds you deposit by check in any of our draft accounts 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 \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have been overdrawn repeatedly in the last six months.
- There is an emergency, such as failure of communication or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and will tell you when funds will be available. They will generally be available no later than the 7th business day after the day of your deposit.

Special Rules for New Draft Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from deposits of wire transfers, cashiers, certified, tellers, travelers, and federal, state and local government checks, will be available on the first business day after the day of your deposit if the check is made payable to you. Funds from all other check deposits will be available on the 9th business day after the day of your deposit.

5. Electronic Funds Transfers.

- a. **Uniform Commercial Code Article 4A and Other Agreements.** Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of Uniform Commercial Code 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. You may be provided with a separate document providing details about certain types of electronic funds transfer transactions available on your account. Any provisions in such documents purporting to limit your liability for unauthorized transactions, imposing liability on us for failing to stop a preauthorized electronic funds payment and imposing duties on us in the case of billing errors are not applicable to your account.
- b. **Fedwire Transactions.** We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J.
- c. **Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. If a signature is required to authorize a funds transfer, the required number of signatures of Authorized Persons must be present before we will execute the transfer.
- d. **Right to Refuse to Make Transfer/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any 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.
- e. **MasterCard Debit/ATM Card Usage.** Your MasterCard debit/ATM card and PIN will remain the property of the Credit Union and we may terminate your right at any time. You are responsible for taking all reasonable precautions to keep your PIN separate from your MasterCard debit/ATM card and to prevent unauthorized use. You will not transfer your card to another person, nor will you allow another person to use your card and PIN. If you do so, you will be liable for the other person's use of your MasterCard debit/ATM card and PIN until you have notified the Credit Union that the transactions by that person are no longer authorized. If you no longer wish to use the MasterCard debit/ATM, you will destroy it at once by cutting it in half and returning it to the Credit Union.
- f. **No Notice Required.** We will not provide you with next day notice of ACH, wire transfers and other electronic payments 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 or view your account records on iBranch or through TeliBranch.
- g. **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.
- h. **Payment Order Processing and Cut-off Times.** 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 following funds transfer business day. Information about any cut-off times is available upon request.
- i. **Identifying Information.** When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or 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.
- j. **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.
- k. **Security Procedures.** We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies

are commercially reasonable verification of payment orders and other electronic funds transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers.

6. Account Rates and Fees. We pay account earnings and assess fees against your account as set forth in our business account rate sheet(s) and fee schedule(s). We may change our rate sheet(s) and fee schedule(s) at any time and will notify you as required by law.

7. Minimum Account Balances

Share Account: \$5.00

All accounts listed below require a \$5.00 par value balance in a Regular Share Account in addition to any other account balance requirements.

iBiz! Business Checking: No minimum balance required

iBiz!+ (Analysis) Business Checking Account: No minimum balance required

Community Interest Checking: \$2,500 minimum balance required to avoid \$10 monthly fee

Share Certificate Account: Minimum balance of \$1,000 for regular share certificates

Money Market Account: \$2,500 minimum balance required to open and maintain account, have check writing privileges, and earn dividends

8. Transaction Limitations.

a. Withdrawal Restrictions. We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding 1) withdrawals or transfers; or 2) payments or non-payments of a share draft, except for those damages which may arise solely as a result of the Credit Union's negligence.

We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfers or payment orders, including debit card/ATM withdrawals, which are drawn against insufficient funds may be subject to a service charge as set forth in our business account rate sheet(s) and fee schedule(s). If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly: for example: 1) a dispute between Account Owners (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) if (non-corporate account) a depositor is deceased or (corporate account) 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 also reserve the right to refuse any withdrawal that is attempted by any method not specifically permitted by us. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals. Although we are required by law to reserve the right to require seven (7) days advance notice prior to permitting withdrawals, we do not presently exercise this right.

b. Transfer Limitations. We limit the number of transfers or withdrawals you may make from accounts other than checking, share draft and certificate accounts (Money Market Accounts are not considered a checking or share draft account for purposes of this section) to six (6) per calendar month per account when the transfer or withdrawal is made by means of a preauthorized, or automatic transfer, or telephonic (including audio response and data transmission) agreement, order or instruction. Of these six (6), you may make no more than three (3) transfers to a third party by check, draft or debit card. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearinghouse ("ACH"). When a transfer exceeds these limitations we may refuse or reverse it, we may assess fees against your account, and we may suspend or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account. There is no limit on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also, no limit on the number of telephone requests for withdrawals in the form of a check, which is then mailed directly to you, although we may impose a fee for such services.

9. Certificate Accounts. Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law ("Certificate Account"), whichever we offer, is subject to the terms of this Agreement, our business account rate sheet(s) and fee schedule(s), the Account Deposit Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

Transaction Limitations for Share Certificates: You may not make any deposits to your certificate or any withdrawals or transfers of principal to another Credit Union account of yours or to a third party without our express permission. If you exceed the transfer limitations set forth in any statement period, your account may be closed.

Early Withdrawals: If you withdraw any of the funds from the certificate before the maturity date, you will pay an early withdrawal penalty equal to 182 days' dividends on your deposit if the certificate is for 12 months or less and 365 days' dividends on your deposit if the certificate is for more than 12 months.

a. Share Certificate Agreement Terms

First Commerce Credit Union certifies that the member/owner(s) (or the survivor of them, but not tenants in common) as described on the account application deposited the amount indicated on the receipt at a Credit Union office during normal business hours.

Agreements:

- 1) This Share Certificate is NON-TRANSFERABLE and NON-ASSIGNABLE, and the Credit Union expressly retains the right to transact all business with the member/owner(s) and at the address of said member(s) as shown on the records of the Credit Union.
- 2) This Share Certificate is automatically renewable for a comparable period, if available, and at current rate and conditions in effect at renewal, unless the Credit Union is notified in person or in writing within ten days after maturity.
- 3) The Credit Union retains the option to pay this share Certificate at any maturity date with interest to the day of payment.
- 4) Interest Payment Option (interest paid and posted may be withdrawn by member.): The Member/Owner can instruct the Credit Union to add interest paid to principal; mail a check, pay at maturity, or deposit to a different share account as indicated on the Account Application.
- 5) I must be a member of the Credit Union while this Share Certificate is outstanding; otherwise, the Share Certificate will be closed under the same provisions as an early redemption.
- 6) This Share Certificate is valid upon attachment of the receipt for funds validated by the Credit Union and which discloses the amount, rate, and term of this Share Certificate.
- 7) This Share Certificate is subject to other terms, conditions, and requirements the Credit Union may establish from time to time.

b. Automatic Renewals of Certificates

Each certificate shall be automatically renewed for successive periods, each equal to the original term of the certificate at the current rate then in effect, until it is presented for payment on any maturity date, or until we give written notice of our election to call the certificate for payment on any maturity date by mailing notice of such intention to you at least ten days prior to such maturity date. You may request us to pay a certificate within ten days after any maturity date without penalty. Otherwise, if you request us to pay a certificate before any maturity date, and we consent to such early withdrawal for any reason, other than death or mental incompetence, or exceptions previously listed, you shall forfeit the lesser of the early payment penalty shown above or all dividends earned since the issuance date or the date of any successive renewal period. In the event we either receive or give notice of an intention not to renew the certificate and the certificate is not presented for payment on any maturity date, we may, at our option, either transfer all funds represented by the certificate to any regular share account or other account of yours, or pay all funds represented by the certificate directly to you.

10. Overdrafts and Dishonored Items.

Overdrafts. If on any day the available funds on your account are not sufficient to pay checks, drafts, debit card, ACH debits, fees, returned items and other items posted to your account those amounts will be subject to our overdraft procedures or an overdraft protection plan you have established for your account. We are not required to pay any items that will exceed the available balance for your account or that will cause the approved credit limit on an overdraft protection plan to be exceeded. The available balance for your account is determined by our funds availability policy. Whether the balance in your account is sufficient to pay an item may be determined at any time between presentation of the item and our midnight deadline with only one review of the account required. Items drawn on your account may be paid in any order we choose. We may return any item and are not required to notify you if your account or overdraft credit limit does not contain sufficient funds to pay the item. However, we may, at our discretion pay items that overdraw your account. By paying an item drawn on insufficient funds we do not agree to pay such items in the future. We may charge fees to your account, as set forth in our business account rate sheet(s) and fee schedule(s), for items drawn on insufficient funds regardless of whether we pay the item or return it. If we pay an item, impose a fee or post an item that overdraws your account, you must repay the amount according to requirements of our overdraft policy. We may, but are not required to, provide you with any notice of recent overdrafts on your account. However, if we do provide such notice in our sole discretion, we will generally provide any such notice via e-mail and will not provide such notice via mail or other paper format. If you wish to receive any such notice of recent overdrafts, you must provide us with your e-mail address and must ensure

that you continue to provide us with your current e-mail address at all times. Any overdraft notices are provided (or not provided) at our sole discretion and may be initiated or terminated by us at any time in our sole discretion.

a. **Dishonored Items.** We may redeposit items 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 sufficient funds 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. The fee schedule will determine any applicable fees.

11. **Checks Presented for Payment in Person.** We may refuse to accept any draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the draft and we shall have no liability for refusing payment. If we agree to cash a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the fee schedule(s) applicable to business accounts.

12. **Postdated and Stale-dated Drafts.** You agree not to draw or issue any draft that is postdated. If you do draw or issue a draft that is payable on a future date, we shall have no liability if we pay the draft before its payment date. You agree not to deposit drafts, checks, or other items before they are properly payable. We are under no obligation to pay a draft/check drawn on your account that is presented more than six (6) months after the date it was written. If, however, the draft check is paid against your account, the Credit Union shall have no liability for such payment.

13. **Foreign Currency.** All drafts drawn on your account shall be payable in currency of the United States of America. You agree not to draw a draft payable in any foreign currency. If you give us an order to pay the draft in foreign currency, we shall have the right to return the draft unpaid. If, however, we should pay the draft we shall not be responsible for the currency conversion and any fees assessed for collection, and you shall be bound by our determination of the currency conversion rate and the data and manner in which we make the conversion.

14. Stop Payment Orders

- a. **Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number and the exact amount. In the states of Florida and Texas we have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing. The stop payment will be effective if the credit union receives the order within a reasonable time for the credit union to act upon the order and you state the number of the account, number of the draft, date draft was issued, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee and/or other holders of the draft and to assist us in any legal action.
- b. **Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
- c. **Liability.** Fees for stop payment orders are set forth on our fee schedule(s). 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. 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, damages or claims related to our refusing payment of an item, including claims of any Account Owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

15. **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: 1) your account contains insufficient funds 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 are not liable if drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible even though a draft is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking 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 between what you or our employees may say or write will be resolved by reference to this agreement.

16. **Unauthorized Use of Check Writing and Facsimile Signature Equipment.** You are responsible for maintaining the security of all facsimile signatures, check writing equipment, and supplies. You must promptly notify us in writing of any checks that have been lost or stolen or the unauthorized use of facsimile signature equipment and the circumstances surrounding the loss, theft, or unauthorized use. We are not liable for any unauthorized use of such facsimile signature.

17. **Pledge of Shares/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 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. Federal or state law, depending on whether we have a federal or state charter, gives us a loan on all shares and dividends and all deposits and interest, if any, in accounts 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 to what you owe when you are in default, except as limited by state and federal law.** If we do not apply 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 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 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.

18. **Transfer of Account.** All accounts are non-assignable and non-transferable to third parties except by us.

19. **Legal Process.** If any legal action is brought against your account(s), we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. 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(s) is subject to our lien and security interest.

20. **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; or 4) you give us written permission. We may provide information to credit bureaus about any insolvency, delinquency, late payment or default on your account to include in your credit report.

21. Notices.

How to Notify: If you believe your MasterCard debit/ATM card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission: **CALL** the Credit Union directly by calling (850) 488-0035 or (800) 533-5772 24-hours a day. All transactions made at ATMs are posted immediately if the system is on-line. If the ATMs or associated systems are not on-line, transactions post as soon as the systems come back on-line. (See Funds Availability Policy for availability of deposits made at ATMs.)

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. Any change of address notification received from the U. S. Postal Service will be treated as if you notified us. We may, if we choose, accept oral notices of a change in address and may require any other notice from you to us be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in our business account fee schedule(s).

- 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 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 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.
- 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. Certain Accounts require the acceptance of electronic notices and statements.

22. Taxpayer Identification Numbers 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 ("IRS") 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.

23. Statements.

- a. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. For share draft or checking account, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the 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 reflected on your statement within a reasonable time of receiving your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within thirty-three (33) days of the mailing date of the statement. 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 a facsimile signature machine.
- c. **Notice to the Credit Union.** You agree that the Credit Union's retention of 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 payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. The notice must specifically describe the transaction, include photocopies or other images of the relevant items, if returned to you, and:
- Your account number
 - The dollar amount
 - Our transaction reference, if any.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

- d. **Address.** If we mail you a statement, we will send it to the last known address shown on our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown on our records.

24. Inactive Accounts. For accounts held at credit unions located in states other than California and Ohio: If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in our rate sheet(s) and fee schedule(s) during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee as set forth on our rate sheet(s) and fee schedule(s) for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. 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 right to transfer all funds in an inactive or dormant account to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

25. Termination of Account. We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any draft, transfer, or item after your account is terminated; however, if we pay a draft, transfer, or other item after termination, you agree to reimburse us for the amount of our payment, as well as any applicable fees. You may terminate this Agreement by closing all your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance left in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or liability for any drafts in process.

26. Termination of Membership. You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union or you may be expelled for any reason as allowed by applicable law.

27. Death of Account Owner. If the account is in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay drafts or honor other payments or transfer orders authorized by the Account Owner for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or organized as a sole proprietorship.

28. Waiver of Rights. We reserve the right to waive the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future date.

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, costs or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, 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. This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time.

32. Waiver of Trial by Jury and Agreement as to Location of Legal Proceedings. As permitted by applicable law, you agree that any legal action regarding this Agreement shall have exclusive venue in the state and/or federal courts of Leon County, Florida. You agree to submit to personal jurisdiction of the state and/or federal courts of Leon County, Florida. You 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. Unlawful Internet Gambling Transactions Prohibited If you are a commercial member, 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.

35. 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 or maintains an account.

What this means to 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 and may take a photograph or digital image of you for retention in our records.

Business Account Rate and Fee Schedule

Dividend Rates

Rates currently in effect for Share, Community Checking, iBiz Plus Analysis Checking, Special Savings, Money Market and Certificate of Deposit accounts can be found on the Credit Union's website – www.firstcommercecu.org.

Fee Schedule

Fee:	Free Business Checking	Analysis Checking	Community Checking
Maintenance Fee (monthly)	\$0.00	\$8.00	\$10.00 ⁽⁶⁾
Checks Paid/Debit	\$0.00	\$0.14 each	\$0.12 each (350 free)
Deposited Item	\$0.00	\$0.14 each	\$0.00
ACH Credit/Debit	\$0.00	\$0.04 each	\$0.00
Cleared Check Image Online	\$0.00	\$0.00	\$0.00
Photocopy of Item	\$2.00	\$2.00	\$2.00
Overdraft Transfer	\$5.00	\$5.00	\$5.00
Paid Overdraft Item	\$32.00	\$32.00	\$32.00
NSF Item	\$35.00	\$35.00	\$35.00
Return Deposit Item (non-related person/business)	\$5.00	\$5.00	\$5.00
Return Deposit Item (related person/business)	\$35.00	\$3	\$35.00
ACH Return Item	\$5.00	\$5.00	\$5.00
Stop Payment Fee, when funds are/are not available	\$10.00/\$35.00	\$10.00/\$35.00	\$10.00/\$35.00
Wires, Incoming	\$9.00	\$9.00	\$9.00
Wires, Outgoing – Domestic	\$14.00	\$14.00	\$14.00
Wires, Outgoing – International	\$35.00	\$35.00	\$35.00
Cash Transactions iBiz – first \$10,000.00/month free	\$1.25/\$1000	N/A	N/A
Cash Transactions iBiz Plus – first \$10,000.00/month free	N/A	\$1.25/\$1000	N/A
Cash Transactions Community Interest – first \$10,000.00/month free	N/A	N/A	\$1.25/\$1000
Internet Account Access with Bill Pay	\$0.00	\$0.00	\$0.00
E-Statements	Free – required	Free – optional	Free - optional

General Account Fees:

Account Closing	\$10.00 ⁽¹⁾
Account Inquiries by Phone	\$2.00 ⁽²⁾
Financial Transactions by Phone	\$2.00 ⁽²⁾
Inactive Account	\$2.00 monthly ⁽³⁾
Limited Service Fee	\$5.00 monthly ⁽⁴⁾
Debit Card Replacement	\$10.00 each
Rejected Checks not produced by our Vendor	\$ 2.00 each
Garnishment/Levy Handling Fee	\$100.00 each
Research Fee	\$20.00 per hour
Escheat Handling Fee for abandoned accounts	\$75
Money Orders	\$5 each
Cashier's Checks	\$7 each ⁽⁷⁾
Check Cashing Up to \$1,000	\$3 each ⁽⁸⁾
Check Cashing \$1,001 up to \$2,500	\$5 each ⁽⁸⁾
Check Cashing \$ greater than \$2,500	\$10 each ⁽⁸⁾
Check copies paid within the last 18 months	\$ 2.00 each, Free on iBranch!
Check copies paid prior to the last 18 months	\$ 5.00 each
Statement Copy	\$10.00
ATM Inquiries & withdrawals – FCCU Owned	Free
ATM Inquiries – non-FCCU owned	\$2.00
ATM Withdrawals – non-FCCU owned	\$2.00 after 4 free/month
Paper Statement Fee	\$2.00/month if not on e-statements ⁽⁶⁾
e-notice fee	\$2.00/month/subscription
Stop Payment on lost or stolen checks	No Charge
Stop Payments for iBranch! BILLPAY item	\$10.00 each or \$35.00 if funds aren't available
Foreign Item placed for Collection	\$15.00

For All Business Accounts

⁽¹⁾ Applies to accounts closed w/in 6 months of opening ⁽²⁾ No charge if made using Telibranch ⁽³⁾ Applicable to accts with a balance < \$25.00, with no account activity in any account within the last 6 months ⁽⁴⁾ Fee will apply to main share accounts with an average monthly balance of < \$2,000.00 and no other account relationships within the last 12 month. ⁽⁵⁾ Waived for members with Money Market accounts, and those members with an aggregate deposit balance per account of \$30,000 or greater. ⁽⁶⁾ Waived if minimum average daily balance of \$2500 is maintained. ⁽⁷⁾ Business checking accounts get 2 free cashier checks free a year ⁽⁸⁾ fee waived to an active checking defined as 10+ transactions during prior month.

ADDITIONAL ACCOUNT DISCLOSURES FOR OUR 2018 CD SPECIAL

Dividend Information: Please refer to Dividend Information for Share Certificates on pages one and two of the Account Disclosures.

Minimum Account Balance: This share certificate requires a minimum balance of \$1,000.00.

Maximum Opening Account Balance: This share certificate has a maximum opening deposit of \$1,000,000.00.

Transaction Limitations: Please refer to Transaction Limitations for Share Certificates on page two of the Account Disclosures.

Early Withdrawals: No Early Withdrawal Penalty. Please notify us within 10 days after the maturity date if you do not want your CD to automatically renew. After that time, your CD will have renewed as a 12 month CD and will be subject to a substantial penalty for early withdrawal as described on page two of the Account Disclosures.

Automatic Renewal of Certificates: The 13 month share certificate will renew as a 12-month certificate and subject to standard terms and conditions