

MEMBERSHIP / ACCOUNT AGREEMENT FOR BUSINESSES AND OTHER ENTITIES



This is the Agreement ("Agreement") between you (the member) and TEAM ONE CREDIT UNION ("Credit Union"), a Credit Union whose principal place of business is located at 520 Hayden Street, Saginaw, MI 48607, regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

This Agreement is designed to allow certain businesses and other entities as more fully described below to join the Credit Union and to obtain various financial products and services offered by the Credit Union. For purposes of this Agreement, a sole proprietorship is regarded as a "business" even though it is one and the same as its owner as opposed to being a distinct entity.

You should retain a copy of this Agreement and feel free to call the Credit Union if you have any questions. This Agreement also includes certain disclosures required under the Expedited Funds Availability Act (Regulation CC), Regulation D, and Uniform Commercial Code Article 4A. Throughout this Agreement, the words "you", "your", "organization", and "business" mean the business or other entity that has signed a Membership Card which makes reference to this Agreement. The words "we", "our", "us", and "Credit Union" mean the Credit Union.

USA PATRIOT ACT NOTICE

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the financing 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 for a business, we will ask for the name of the business and other information that will allow us to identify its existence. We may also ask for personal information about you, the owners of the business, or any person designated as a signatory upon the account by resolution. The information we request for individuals may include name, address, date of birth, social security number, and other information that will allow us to identify those persons. We may also ask to see a driver's license or other identifying documents.

MEMBERSHIP ELIGIBILITY

General. If your business is a sole proprietorship, you may open an account for it and maintain the account as long as you are a member of the Credit Union. A business or other entity that is not a natural person is eligible for membership in the Credit Union if on its own it qualifies for membership or if its shareholders, partners, owners, or members are composed primarily of persons who are within the field of membership of this Credit Union.

Documentation. No organization, incorporated or otherwise, shall be eligible for membership in the Credit Union without substantiating its legal existence, to the reasonable satisfaction of the Credit Union, by providing such documentation as the Credit Union may, from time to time, require, and such Resolutions as may be required by the Credit Union. We reserve the right to require that you provide, and you agree to provide, any such documentation at any time. The Credit Union reserves the right to refuse membership to an organization when such organization is not properly registered with the State of Michigan.

While the individuals who comprise an organization, incorporated or otherwise, shall not be joint owners on an account created for the organization, each of the individuals signing the Business Membership Card as a Guarantor personally guarantees any obligation created by the organization owing to the Credit Union.

In addition to a Business Savings Account, the Credit Union will make various types of financial products and services available to businesses and other organizations. These products and services are subject to change at any time, and you may not be eligible for all products and services offered by the Credit Union.

You understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Resolutions or other authorizing document on file at the Credit Union, and the organization and all persons who make any representation to the Credit Union concerning the Resolutions or other such document forever indemnify and hold the credit union harmless for distributions made in good faith pursuant to those Resolutions or other document. You further agree that it is your responsibility to notify the Credit Union when the terms of those Resolutions or other document have been revoked, rescinded, revised, or in any way modified.

Becoming a Member. For an organization to become a member of the Credit Union, you (the organization) must complete a Business or Other Entity Account Signature Card / Resolution and a Business / Other Entity Membership Card, both of which are incorporated into this Agreement by reference, and open a Business Savings Account. The basic share deposit that you must always keep in your Business Share Account is \$5.00. If you are opening an account for a sole proprietorship, you must complete a Sole Proprietorship Membership (Account) Card, which is incorporated into this Agreement by reference.

Use of Account - Business Use Only. You agree that any account established pursuant to this Agreement must be used solely for business purposes, and you agree that this account(s) will not be used for personal, family, or household purposes. If we determine that any account

established under this Agreement has been used for consumer, family, or household purposes we may restrict activities on any such account(s) or close them. You agree to hold the Credit Union harmless from all damages, including incidental and consequential damages suffered by you as a result of your breach of this Agreement.

DIVIDENDS

Rate Information: The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Regular and all subsequent savings accounts, the Dividend Rate and APY may change monthly as determined by the Credit Union. The Dividend Rates and Annual Percentage Yields are the rates and yields as of the effective date, which is set forth in the rate schedule. All accounts are Tiered Rate accounts. The Dividend Rate and Annual Percentage Yields are stated in the Rate Schedule along with the appropriate tiers. Once a particular tier range is met, the Dividend Rate and APY will apply to the average daily balance of your account.

Balance Computation Method: Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing the figure by the number of days in the period.

Nature of Dividends: Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

Dividend Compounding and Crediting: We compound your dividends, even though that isn't required by law. Compounding is more favorable to you, because once dividends have been earned by your account they are added to the balance on which you will earn future dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate. The APY will be posted along with the annual dividend rate.

The compounding and crediting frequency of dividends and dividend period applicable to each account are monthly. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the month and ends on the last calendar day of the month. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. Dividends will be compounded monthly. The dividend rate may change monthly as determined by the Credit Union.

Dividends will be credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

Accrual of Dividends for Non-Cash Deposits: For Regular and all other subsequent savings accounts, dividends will begin to accrue on non-cash deposits (e.g., checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends.

BUSINESS SAVINGS ACCOUNT

Deposits Generally. After you have established your Business Savings Account, you may make additional deposits into that account, or establish other types of accounts as described herein, at any time and in any amount. This account is not transferable except on the Credit Union's books and records. Your interest in a Business Savings Account cannot be used as collateral for a loan with another financial institution unless we consent in writing and the transfer is reflected in our records. We may establish minimum amounts for deposits in your Business Savings Account. You can make deposits in person, by mail, or by any other means established by the Credit Union.

Withdrawing Money from Your Business Savings Account. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, money can be withdrawn from your account by any method approved by the Credit Union.

Funds Availability. Funds from deposits you make into your Business Savings Account may not always be immediately available for withdrawal. Information about our funds availability policy is discussed below in the "Funds Availability" section of this Agreement.

Additional Information. For additional information related to Business Savings Accounts, please refer to the "Specific Account Details" section of this Agreement.

How Withdrawals Affect Dividends. Even though we don't credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited. For additional information on dividends, please refer to the Dividend section of this Agreement.

BUSINESS CHECKING ACCOUNTS

Deposits Generally. After you have established your Business Checking Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement. The account is not transferable except on the Credit Union's books and records. Your interest in a Business Checking Account cannot be used as collateral for a loan with another financial institution unless we consent in writing and the transfer is reflected in our records. You can make deposits in person, by mail, or by any other method approved by the Credit Union. There is no minimum deposit for your Business Checking Account, but we may from time to time establish minimum amounts for deposits in the account.

General Checking Terms

In addition to the other terms set forth in this Agreement it is agreed that:

- Only checks and other methods approved by Credit Union may be used to withdraw funds from the account.
- All non-cash payments received in this account will be credited subject to final payment.
- The front side of all checks drawn on the account shall at a minimum contain the legal or "doing business as" name of the Business or other entity.
- Credit Union is under no obligation to pay a check that exceeds the balance in the account; however, Credit Union may pay such a check in accordance with the overdraft provisions below.
- Credit Union is under no obligation to pay a check that is over six (6) months old, but may at its option pay such a check without notice to you.
- Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check.
- Any electronic debit initiated by a third party against this account is deemed authorized by any signatory if the signatory voluntarily gives the third party information about the account and the Credit Union's routing number other than through physical delivery of a fully completed check. You may use information from your check to initiate a one-time electronic fund transfer from your account. If you pay for something with a check you may authorize your check to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic debits if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- Credit Union reserves the right to pay items drawn against the account in any order.
- The use of the Business Checking Account is subject to other terms, conditions and requirements as the Credit Union may establish from time to time.

Direct Presentment of Check by Non-Member. If anyone presents a check drawn on your account for payment, we have the right to require such a presenter to identify him/herself to the Credit Union's reasonable satisfaction. If the person presenting the check is an agent for the payee rather than the actual payee, we also may require proof of the agency authority. We also reserve the right to take the time allowed by law before we inform the presenter of whether the item will be paid. If the payee of the check is someone other than (i) an account holder with the Credit Union, (ii) a financial institution or financial institution clearing house, or (iii) a governmental unit or entity, we also reserve the right to charge the presenter a direct presentment fee. The presenter will be informed of the fee prior to the Credit Union accepting the item. If the presenter refuses to pay the fee, you agree that you will not bring a wrongful dishonor claim against the Credit Union based on the presenter's choice to pursue dishonor remedies rather than paying the fee. If you request us to do so in writing, we will charge the fee involved against your account rather than charging it to the presenter.

Funds Availability. Funds from deposits you make into your Business Checking Account may not always be immediately available for withdrawal. Information about our funds availability policy is provided to you in the "Funds Availability" disclosure included further below in this Agreement.

Fees. We will not be liable for refusing to pay items presented if, at any time, fees or charges leave insufficient collected funds in your account to cover the items.

You agree to pay any applicable monthly maintenance charges, plus our fees as set forth in our Business Account Fee Schedule, for each separate activity engaged in during the month. In addition, fees associated with the number of transactions may apply. These charges may be changed at any time and from time to time by us without advance notice. These charges are set forth in our Business Account Fee Schedule.

Payment of Checks. The Credit Union is under no obligation to pay a check that is more than 6 months old. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check. All checks drawn on your Business Checking Account may be returned by us unpaid for any reason that checks are normally returned, such as, for example, insufficient funds, uncollected funds, or litigation.

Overdrafts (NSF Checks). The Credit Union is under no obligation, unless it has contracted to the contrary, to pay a check you have written if it would result in your Business Checking Account being overdrawn (a check written against your Business Checking Account when insufficient available funds are on deposit in the account is known as an "NSF Check"). However, the Credit Union may pay such check and charge the amount

of the resulting overdraft plus any fee as set forth in our Business Account Fee Schedule against your Business Savings Account or any of your other accounts.

In general, the Credit Union pay items in the order in which they are received, irrespective of when you issued or authorized the item. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file are processed in low to high dollar amounts. Checks presented for payment at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or several days later. The merchant or its processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted for a different amount.

The Credit Union has the option of honoring an NSF Check or dishonoring it to avoid the creation of an overdraft. Honoring of past overdrafts does not obligate the Credit Union to honor them in the future. The Credit Union is not required to send prior notice of checks returned because they would, if paid, overdraw the account. The amount by which your account is overdrawn is due and payable to the Credit Union upon our demand, and you agree to pay the full amount of it to us, together with any applicable fees as set forth in the Business Account Fee Schedule. You also authorize us, in such a case, to apply from any other shares or deposits you may have in the Credit Union (except for an Individual Retirement Accounts or other account permitting tax deferrals or providing other tax benefits under state or federal law) any amount necessary to pay such overdrawn amount and fees.

If the Credit Union has contractually agreed to provide you with overdraft protection, such as through a share transfer agreement, it will pay overdrafts in accordance with the terms of the applicable agreement(s) when sufficient funds are available through such agreements to pay the overdrafts.

Additional Information. For additional information related to Business Checking Accounts, please refer to the "Specific Account Details" section of this Agreement.

DRAFTS; STATEMENTS

Your cancelled checks will not be returned to you; they will become Credit Union property and be held by us ("truncated") for you. They may also be truncated earlier in the check clearing process, such as by the financial institution into which the payee deposits them. This may be done either pursuant to a contractual electronic presentment process or under a federal law commonly referred to as "Check 21." Your monthly statement will itemize your cancelled checks by number, date of clearing and the amount of the check. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of sixty (60) days after the statement is mailed. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed, electronically posted, or the statement is otherwise made available to you, even if the checks do not accompany the statement. We will provide a physical copy of a check when you so request or as required by law; you agree to accept any check that qualifies as a "substitute check" under federal law as if it were the original check. There may be a small fee to obtain a copy of a check.

STOP PAYMENTS

Stop Payment Order Request. Any authorized signer may request a stop payment order on any check drawn on your account. To be binding, an order must be dated, signed, and describe the account and check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. 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 check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action.

Duration of Order. A stop payment order is effective for six (6) months and may be renewed in writing from time to time. We have no obligation to notify you when a stop payment order expires.

Liability. Fees for stop payment orders are set forth on the Business Account Fee Schedule. You generally may NOT stop payment on any certified check, teller's check or any other check, draft, or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. 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 multiple party, account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information provided by you.

Check Legends. We will not be responsible for, and you hereby waive any losses or costs you incur as a result of, the payment by us of any check that contains any extraneous legends, for example, "void after 60 days," unless we agree otherwise.

Automated Processing. You recognize that Credit Union has adopted automated collection and payment procedures that rely primarily upon information encoded on to each item in magnetic ink. In recognition of this fact you agree that in paying or processing an item, Credit Union may disregard all information on the item other than the identity of the drawee bank, the amount of the item, and any information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with any other information on the item. You acknowledge that the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight review of items.

MONEY MARKET ACCOUNTS

Establishing Account and Rate. A member may establish a Money Market Account by making a deposit. You may also call 1.888.288.3261 or 989.754.6575 for rate information. Withdrawals from this account will reduce earnings. There is no minimum deposit required to open a Money Market Account. Please see our Business Account Rate Schedule for minimum balance requirements. For information on dividends, please see the Dividends section of this Agreement.

Deposits. After you have established your Money Market Account, you may make additional deposits into that account at any time and in any amount. We may establish minimum amounts for deposits in this account from time to time.

Withdrawing Money from Your Money Market Account. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. Currently the approved methods are an in-office transaction, a written request (such as by mail), or a phone request made directly to a Credit Union employee. If you wish, you may also request checks that can be used to make withdrawals from the account. Withdrawals may be subject to fees as provided in our Business Account Fee Schedule.

Transaction Limitations. For Money Market accounts, no more than six (6) preauthorized, automatic, or telephone transfers may be made from each account to another account or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

How Withdrawals Affect Dividends. Even though we don't credit your dividends to your account until the date specified above, we calculate them on an average daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Additional Information. For additional information related to Money Market Accounts, please refer to the "Specific Account Details" section of this Agreement.

SHARE CERTIFICATE ACCOUNTS

Establishing Account and Rate. A member may establish a Share Certificate Account (we will refer to these as "Certificates") by making the required minimum deposit. Certificates are savings accounts (also known as "Term Accounts") that generally earn a higher rate of interest than other savings accounts. The interest rate and APY for Certificates are fixed. Once you purchase a Certificate, your interest rate will not be changed or recalculated during the term of that Certificate. The APY assumes that interest earned will remain on deposit until maturity. A premature withdrawal from this account will reduce earnings and may incur penalties. See our Rate Schedule for information concerning such penalties.

Minimum Balance Requirement. From time to time, the Credit Union will establish a minimum balance required to open a Certificate. Refer to our Rate Schedule for information about the current minimum balance requirements. You must also maintain a minimum membership balance of \$5.00 in your Business Savings Account to maintain a Certificate beyond its next maturity date.

Compounding and Crediting. Interest is compounded and paid monthly. If you close your Certificate before interest is credited, accrued interest will be paid to date less any early withdrawal penalty, if applicable. See the discussion of early withdrawal penalties below. For information on dividends, please see the Dividends section of this Agreement.

Renewal Policy. For automatically renewing Certificates, there will be a 15-calendar day grace period for withdrawals after maturity, during which time no early withdrawal penalty will apply. Interest will not be earned during the grace period on funds withdrawn during the grace period. If a Certificate account is not withdrawn within 15 days after it matures, it will automatically renew from its last maturity date unless we give you notice that it will not renew. Renewed certificates will be reinvested in another Certificate of equal term at the interest rate and APY in effect on the date of maturity and renewal. The Credit Union shall determine the interest rate for the renewed Certificate on or before maturity, and that information will be available upon maturity prior to renewal. Within 15 days after the maturity date, you may call the Credit Union during regular business hours at 1.888.288.3261 or 989.754.6575 to find out the interest rate and APY that will apply to the Certificate if it is renewed. You can also find current Certificate rates online at teamonecu.org. You may make an additional deposit to certificates during the 15-day grace period unless you choose a new Certificate with a different length of maturity. All other terms and conditions, including the term length of the Certificate, shall be the same as the previous Certificate unless the Credit Union shall, prior to renewal, give written notice of a change in such terms and conditions.

Transaction Limitations. After a Certificate is purchased, you may generally not make deposits into or withdraw principal from that Certificate until the maturity date. If a withdrawal of principal must be made prior to maturity the entire account balance must be withdrawn. In addition, an early withdrawal penalty will be assessed, as discussed below, for all withdrawals from any Certificate account prior to maturity. If you wish to deposit additional funds into a Certificate, you may purchase another Certificate at the then current rates.

Early Withdrawal Penalty. If you withdraw any principal from a Certificate before the maturity date, you will be assessed a penalty. For Certificates having a term of six (6) months or less, the penalty will be equal to 90 days' interest on the entire principal amount. For Certificates having terms of seven (7) to 35 months, the penalty will be equal to 180 days' interest on the entire principal amount. For Certificates having terms of 36 to 60 months, the penalty will be equal to 365 days' interest on the entire principal amount. If the penalty exceeds the interest due at the time of such early withdrawal, the difference shall be deducted from the principal amount. See our Rate Schedule for information concerning such penalties.

ELECTRONIC FUND TRANSFER SERVICES

If you have applied to receive a Visa Debit Card, or other electronic fund transfer services, you hereby request that the Credit Union provide you with electronic fund transfer services that are authorized by the individuals you have designated as authorized users on the accounts established by and for your business entity at the Credit Union, and the following provisions apply.

The Credit Union offers you various electronic fund transfer services, made possible by our advanced electronic data processing system. We may also provide plastic Visa Debit Cards (which are sometimes referred to throughout this agreement as simply "Cards") to various non-natural person members. In addition, we may provide you with log in credentials for use in conjunction with our Online and Mobile Business Banking Service. Your use of the Card and/or the Online and Mobile Business Banking credentials, or your use of any of your accounts to conduct electronic fund transfers is subject to the terms and conditions set forth in the Electronic Fund Transfer Services portion of this Agreement as well as to the other terms and conditions contained in this Agreement, to the terms and conditions applicable to any account for which an electronic fund transfer services is obtained, and to the rules and regulations of the credit union governing all or any such accounts.

Any Card and personal identification number ("Card PIN") and/or any Online and Mobile Business Banking log in credentials issued for your business entity remains the property of the Credit Union and the Credit Union may terminate your right to use the Card and PIN, at any time. Upon our demand, you agree to return the Card to the Credit Union. All privileges available through the use of a Card shall terminate upon the expiration date to be determined by the Credit Union.

You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with any Card to which they relate. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic fund transfer services immediately.

The terms and conditions set forth in this Electronic Fund Transfer Services portion of this Agreement are binding on you and on us as to the making of any electronic fund transfer in the following cases:

- If you make an electronic fund transfer transaction with any of the account(s) referred to in this Agreement after receipt of this Agreement.
- If you already have a Card and PIN and/or an Online and Mobile Business Banking credentials provided by us and you use them to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it with a Debit Card and/or our Online and Mobile Business Banking service, to make such transactions.

In any such case, your use of the account(s) in such a manner or your making of such transactions constitutes your acceptance of the terms and conditions in this portion of the Agreement. This portion of the agreement also applies to electronic fund transfers initiated by other people that affect your account even if you have not accepted the terms and conditions of this portion of the Agreement.

Although your account(s) may be subject to electronic fund transfers, and in that regard are subject to the terms and conditions of this portion of the Agreement, you may continue to use those accounts(s) to the same extent and in the same manner that you have in the past, insofar as "over-the-counter" and other non-electronic fund transfer transactions are concerned.

Electronic Funds Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when a merchant posts a sign informing you of its policy. In all cases, the transaction will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit slip. Thus, you should only provide your credit union and account information (whether over the phone,

the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your Business Savings Account or Business Checking Account. We reserve the right to reject or return any ACH Direct Deposit that comes into an account when the name on the deposit does not match the name of the account holder.

Preauthorized payments. You may make arrangements to pay certain recurring bills from your Business Checking Account.

Electronic check or draft conversion. You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check or draft by other means such as by mail or drop box.

Note that some merchants or service providers will initiate an electronic funds transfer to collect the amount of a check or draft and a returned check/draft charge in the event a check or draft, even if originally presented in paper form, is returned for insufficient funds.

Audio Banking. If we approve the Audio Banking for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use the Audio Banking to:

- Transfer funds from your Business Savings Account or Business Checking Account into any of your other accounts.
- Obtain balance information for your Business Savings Account, Business Checking Account, Certificate accounts, and other accounts you are an owner of.
- Make loan payments from all your accounts.
- Determine if a particular item has cleared.

Your account can be accessed under the Audio Banking via a touch tone telephone only. Audio Banking service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day. See below for transfer limitations that may apply to these transactions.

Automated Teller Machine (ATM) Transactions. If approved, you may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your Business Savings Account or Business Checking Account
- Withdraw funds from Business Savings Account or Business Checking Account
- Transfer funds from your Business Savings Account or Business Checking Account
- Obtain balance information for your Business Savings Account or Business Checking Account
- Make loan payments from your Business Savings Account or Business Checking Account
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that carry network logo(s)

For security purposes, there are other limits on the frequency and amount of transfers available at ATMs. You may transfer up to the available balance in your accounts at the time of the transfer. See below for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits made at an ATM will be held for up to three business days.

Your Option to Limit Cash Withdrawals. In addition to dollar amount limitations for withdrawals using your Debit card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your Debit card.

Online and Mobile Banking. To access Business Online and Mobile Banking for your accounts, temporary log in credentials will be assigned to you. You should set your permanent credentials upon your first log on. You must use your credentials to access your accounts. At the present time, you may use the Online Banking to:

- Transfer funds from your Business Savings Account or Business Checking Account
- Obtain balance information for your Business Savings Account, Business Checking Account, and Certificate accounts
- Make loan payments from your Business Savings Account or Business Checking Account

- Access your Line of Credit account
- Make bill payments to preauthorized creditors
- Access e-statements
- View cleared checks
- E-mail messages to us
- Make Visa Credit Card payments
- Access Autobooks (fully integrated payment & accounting solution)

Your use of Online and Mobile Banking is in addition governed by separate agreements and disclosures which will be presented to you when you sign up for the service unless it has been provided to you earlier.

On-Line Bill Payment – Bill Pay. If you have signed up for Business Online and Mobile Banking and we approve your application for our on-line bill payment service (“Bill Pay”), this service will be added to the services available for your Business Checking Account and you will be able to schedule withdrawals from your Business Checking Account to be sent to third parties. All transactions are limited to available funds in your Business Checking Account plus any available Business Savings Account backup for your Business Checking Account. Your use of Bill Pay is in addition governed by a separate agreement and disclosure which will be presented to you when you sign up and are approved for the service unless it has been provided to you earlier. Bill Payments are delivered to the payee either electronically, which may take up to 2-3 business days from the Processing Date, or by check to those payees not set up to accept electronic payments, which may take up to 5-7 business days from the Processing Date. Business Days” as used in this Agreement shall mean Monday through Friday of each week exclusive of bank holidays. Your accounts can be accessed under the Business Online and Mobile Banking via personal computer, or compatible and supported mobile phones and/or other compatible and supported wireless devices. Business Online and Mobile Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Any check representing a withdrawal by you will be made payable to you and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day. See below for transfer limitations that may apply to these transactions.

Point-of-Sale Transactions (Debit Card). You may access your Business Checking Account to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution. POS transactions are subject to a daily POS withdrawal/purchase limit ranging from \$250 to \$5,000.

- Limitations on Transactions. To protect against possible losses, ATM withdrawals are subject to a daily cash withdrawal limit up to \$1,000. Different ATMs dispense cash in differing multiples and minimum amounts depending on the brand of the machine. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance when we do.

As to transactions other than those made at an ATM, there are no limitations as to how often you can make “electronic fund transfers” described above. Nor are there generally any restrictions as to the dollar amount of any one “electronic fund transfer”. We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so.

Reversing Electronic Fund Transfers. If an “electronic fund transfer” described in this section was a payment of \$50.00 or more for goods or services, you have the right to require us to reverse such transfer and to re-credit your account with the full amount of the transfer if (1) you tell us, within 4 calendar days after the date of the transfer, to make such a reversal, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned.

If you do these things in writing, you **MUST** send the letter to our address as set forth below.

If you phone us, you **MUST** call at the phone number as set forth below.

If you tell us orally that you want such a transfer reversed, you must send us a letter to confirm your reversal request, your notice of attempted resolution of the dispute, and your assurance to return any returnable goods involved. You are required to get this letter back to us within 14 calendar days after the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests, and to increase such charges thereafter.

Fees and Charges. There are certain charges for electronic funds transfer services, and you hereby agree to pay them. We may deduct such fees and charges directly from any of your accounts. From time to time, the fees and charges may be changed. We will notify you of any changes as required by applicable law. Refer to our Business Account Fee Schedule for current information as to those fees and charges.

Minimum Balance Requirements. You must always maintain a minimum of \$5.00 in a Business Savings Account to be entitled to make electronic fund transfers affecting your account(s). PINs for use with Cards and/or Online Business Banking Service credentials will not be issued to members whose loan payments to us are delinquent or whose accounts are otherwise not in good standing.

Evidence of Electronic Fund Transfers. An electronic fund transfer made by you will be evidenced by a receipt provided to you at the time of any electronic fund transfer at the time you make such transfer to or from your account using an ATM or through a POS transaction. (Note - For some small POS transactions a receipt may not be provided, or may be provided only upon request.) In addition, you will get a monthly statement for each account accessible via electronic fund transfer, unless there are no such transactions for a particular month. In any case, you will get a statement at least quarterly. All such receipts and statements will be admissible as evidence of the withdrawal, deposit or other transaction they represent in any action in a court of law.

Error Resolution.

- (1) If you notify us orally or in writing, within 60 days after receipt of a statement, that an electronic fund transfer error affecting your account(s) has occurred, we will investigate the alleged error and report the results of the investigation to you within 10 business days.
- (2) We will have no duty to investigate any such error unless you notify us by calling us during normal business hours at:

989.754.6575 or 888.288.3261

or by writing us at:

**Team One Credit Union
Attn: Support Services
P.O. Box 1260
Saginaw, MI 48606**

or, in the event you provide us with oral notification, will we be required to investigate any such error unless you provide us with written notification of that alleged error within 14 calendar days following oral notification on a form we will provide to you for that purpose.

- (3) Our report to you shall do either of the following:
 - (a) Provisionally correct the amount in question and provide you with written notification of the correction and, if the correction is not in the exact amount of the alleged error, provide you with a written explanation of any difference between the alleged error and correction made. In the event we make a provisional correction to your account, we may charge back the corrected amount to your account 15 days after providing notification and an explanation of the charge-back to you. A provisional correction shall become final not later than 60 days after the day it is made. A provisional correction shall be accompanied by a notice explaining to you that the amount of the correction may be charged back to your account within 60 days; or
 - (b) Providing you with a written explanation, stating the reason we believe the statement is correct.
- (4) For purposes of this section, an electronic fund transfer error consists of:
 - (a) An unauthorized electronic fund transfer;
 - (b) An incorrect electronic fund transfer from or to your deposit account; or
 - (c) The omission of an electronic fund transfer affecting your account.

An error does not include any electronic fund transfer made by a person who was furnished an access device or who was otherwise authorized to make electronic fund transfers, unless you notified us that transfers by that person were no longer authorized, nor does an error include any electronic fund transfer made with fraudulent intent by you or any person acting in concert with you. In addition, an error does not include a transfer of funds, though electronic in nature, that is excluded from the definition of "electronic fund transfer" (see "Excluded Transactions" above).

- (5) When we receive a notice under subsection (1), we will not place a hold on the funds in the account which are in excess of the amount in dispute. If we close the account in which the disputed funds are held, we will provide the report to the customer required by subsection (3). This section shall not be construed or interpreted to prohibit us from placing a hold on any account as permitted by law or contract.
- (6) If the correction of an error relating to an electronic fund transaction in an account of yours results in a credit to the account, we will additionally credit the account with dividends or interest which would have been due to you if there had not been an error.

Your Liability

- (1) You shall not be liable for an unauthorized use of your account through an electronic fund transfer unless we can prove, without benefit of inference or presumption, that your negligence substantially contributed to the unauthorized use and that we exercised reasonable care to prevent the loss. As used in this section your negligence means only the following:
 - (a) Writing the PIN on the card or other means of affording access;
 - (b) Keeping the PIN with the card or other means of affording access;
 - (c) Voluntarily permitting the account accessing device, including the PIN and the card, to come into the possession of a person who makes or causes to be made an unauthorized use.
- (2) If you fail to notify us of an unauthorized use within 30 days after the receipt of a statement containing an unauthorized use, you shall be liable for any subsequent unauthorized use that could have been prevented by timely notification.
- (3) You shall not be liable for further unauthorized use of your account by electronic fund transfer after you have reported that the means of access to the account has been lost or that the security of the PIN has been violated or otherwise compromised.

Regulatory Authority. This agreement and the electronic fund transfer services provided hereunder are governed by Michigan law. You may notify the State of Michigan Department of Insurance and Financial Services of any violation of law at:

State of Michigan
Department of Insurance and Financial Services
Box 30224
Lansing, MI 48909

Secrecy of PIN. If we have issued a PIN, you agree to keep that PIN secret, and you also agree that you will not write any PIN on your Card or on any item you keep with such card.

Responsibility for Overdraft. If you obtain any electronic fund transfer service that results in a shortage in any account, the overdrawn amount is due and payable upon our demand made any time after the moment you receive credit for the electronic fund transfer, and you agree to pay the full amount of it to us, together with any applicable fee as set forth in the Business Account Fee Schedule. You also authorize us, in such a case, to apply from any other shares or deposits you may have in the Credit Union any amount necessary to pay such overdraft and fees. If the overdraft is created in your Business Checking Account, (1) a transfer will be made from your other share account(s) to cover the overdraft if you have an agreement providing for such transfers in place with us, or (2) if you have an overdraft line of credit, an advance on your line of credit will be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according to (1) or (2) of this paragraph, or if you have no overdraft protection for your Business Checking Account, then such overdraft will be paid to us as provided in the first sentence of this section.

Illegal Use of a Card or Other EFT Service. You understand and agree that electronic fund transfer services, including but not limited to use of a Card, may not be used for any illegal transaction. You further understand and agree that illegal use of an electronic fund transfer service will be deemed an action of default and/or breach of contract, and as a result your account and other related services may be terminated at the discretion of the Credit Union. You further agree, should illegal use occur, to waive any right to sue the Credit Union for such illegal use or any activity directly or indirectly related to it, and, additionally, to indemnify and hold the Credit Union harmless from any suits or other legal action or liability directly or indirectly resulting from such illegal use.

Internet gambling may be illegal in the jurisdiction in which a member is located, including the United States and elsewhere. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are legal in the jurisdiction in which the member is located. The Credit Union may decline to authorize any transaction the Credit Union believes poses an undue risk of illegality or unlawfulness and may deny any transaction related to gambling whether legal or not.

Warranty. Except where expressly contained herein, the Credit Union makes no warranties, expressed or implied, pertaining to the use of any electronic fund transfer services.

Business Use Only; Indemnification. You agree that this Agreement contemplates the use of electronic fund transfer services for business purposes only, and you agree that you will not use any of the electronic fund transfer services provided under this agreement for individual personal consumer use. You agree to hold the Credit Union harmless from all damages, including incidental and consequential damages suffered by you as a result of your breach of this agreement.

Foreign Transactions and Currency Conversion. If you effect a transaction with your Visa debit card in a currency other than U.S. Dollars, Visa will convert the charge into a U.S. Dollar amount. The Visa currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by Visa. The exchange rate Visa uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date the transaction occurred or the date the transaction was posted to your account.

OTHER TERMS AND CONDITIONS

Credit for Deposits. All deposits are subject to proof and verification. If you deposit a check, draft or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal regulations. If there are fees for collecting your deposit, you promise to pay them. We may deduct them directly from your account. If we feel there is a reason for doing so (at our sole discretion), we may refuse, limit or return any deposit. We have the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement. We reserve the right not to pay dividends on amounts subject to garnishment, levy or other legal process and to assess a fee for processing a garnishment, levy or other legal process; and we reserve the right not to pay dividends on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited dividends). Your account will be charged for any check or other deposited item that is returned or is uncollectible for any reason. You will not receive notice before such a charge is made. We will notify you after your account has been charged either with a separate notice or on your next periodic statement.

We may require all items presented for deposit, including items payable to cash or bearer, to be endorsed in our presence by one of your authorized representatives. We may in our sole discretion supply any missing endorsements on items deposited into your account.

All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. All endorsements placed on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the Credit Union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement or requirements of the Uniform Commercial Code as adopted in Michigan. "Loss" for this purpose shall include any court costs and reasonable attorneys' fees related to the loss.

Any item presented to the Credit Union that is made payable to the business or other organization must be deposited into one of your accounts in full. If you wish to obtain cash, you must do so as a separate withdrawal transaction.

Funds Availability. If you make a deposit into any account you have with us, that money may not be available to you right away. Refer to the Funds Availability Disclosure below for information regarding the availability of funds deposited into any of your accounts.

Share Insurance. Your savings in the Credit Union are insured up to at least \$250,000 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. For more information regarding share insurance, please refer to the NCUA brochure entitled "Your Insured Funds," which can be found at the Credit Union office or at www.ncua.gov. Because we are not authorized to provide legal advice, we cannot counsel you as to how to structure your accounts in order to maximize your account insurance protection.

Cash Withdrawal Limitations. For security reasons we may limit the amount of withdrawals that may be taken in cash from an account or by any given individual; we will establish such limits in our discretion from time to time. Please contact us if you have any questions about such limits.

Signatures. We may accept for deposit all checks, drafts, notes or other instruments signed or endorsed in writing, whether by rubber stamp or any other means. We may pay and charge your account for all checks, drafts or other items bearing your signature, or the facsimile signature(s) you designate, whenever they resemble the specimen furnished by you, regardless of by whom or by what means the actual or purported facsimile signature may have been affixed. The Credit Union shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, Credit Union may refuse to execute any facsimile request or order.

When determining whether a check or other item drawn on your account is an NSF Check or other nonsufficient funds item, both for the purpose of determining whether and how to pay the item and whether a fee related to the item being an overdraft may be charged, the Credit Union will use the "Available Balance" for your account at the time the item is presented. The Available Balance is the balance shown on our books ("Ledger Balance") reduced by (i) the amount of any holds in place with respect to deposited checks or other items, (ii) the amount in the account that is subject to any preauthorization requests related to the account that have been accepted by the Credit Union, (iii) amounts in the account that are subject to holds based on court, tax agency, or other governmental proceedings, and (iv) amounts that we believe are subject to a dispute over ownership or other rights. Examples of preauthorization requests are holds related to purchase transactions where the final amount is initially unknown, such as gas station purchases, restaurant charges, and hotel or car reservations, but there are other types of preauthorization requests that could affect your account as well. Note that the use of the Available Balance for these purposes may cause a fee related to an overdraft to be charged, or a line of credit advance or transfer from another account to be made, even though your periodic statement may not reflect any time when the balance (periodic statements use Ledger Balances) would be negative.

All individuals who are personally liable on this account are jointly and severally liable to repay the Credit Union the amount of any overdraft and related fees, regardless of who writes the check or otherwise initiates the item that creates an overdraft.

Transaction Limitations. Except for Business Savings Accounts, Business Checking Accounts, and other accounts we may designate as transaction accounts, during any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours to a third party by means of preauthorized or automatic transfer or telephonic order or instruction. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to a per item fee as set forth in the Business Account Fee Schedule and/or the account may be restricted to in person activity only.

Fees and Charges. You agree to pay us charges in connection with your accounts in accordance with the Business Account Fee Schedule in effect from time to time. These fees may be changed at our discretion. We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any charges from any of your accounts. We reserve the right to waive any charges in our sole discretion.

Return of Deposits/Closed Accounts/Limitation of Services. We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. We may also limit the services we provide to you without closing your account if we determine in our sole discretion that there is a reason to do so. Provided, however, we may not terminate your membership in the Credit Union without satisfying applicable legal requirements. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable charges. We will also provide you with notice of any limitations we place on your account. Any withdrawal that reduces the amount in an account to zero may automatically close that account. We are not liable for any check, draft, withdrawal or other order after an account is closed. Any drafts presented after the account has been closed will be returned unpaid. We reserve the right to advise consumer or commercial reporting agencies and other third parties of accounts closed for misuse.

Inactive Accounts. The Credit Union will consider your account inactive after twelve months of no deposits or withdrawals on your account and will assess a fee to the Business Savings Account every calendar month. (See Business Account Fee Schedule). "Deposits" for this purpose excludes dividends credited to your account by the Credit Union. Michigan Law permits the Credit Union to turn these funds over to the State after two years of no activity, and requires the Credit Union to turn these funds over to the State after three years of no activity. Before turning funds from inactive accounts over to the State of Michigan, the Credit Union will send notices as required by Michigan law advising you of your rights.

Statement. You will receive a periodic statement (normally monthly) for your Business Checking Account. You will receive a periodic statement (normally quarterly) for your Business Savings Account or other savings accounts unless you have an electronic funds transfer transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Business Checking Account and other savings accounts. Each such statement shall show the transactions on your accounts and any charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts on which we do not have a valid address on file.

You should examine the periodic statement carefully and reconcile the account. If there are any discrepancies, the Credit Union should be notified immediately. You are in the best position to detect an unauthorized signature, a forged endorsement, or an alteration. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to the Credit Union within 60 days of the mailing date of the earliest statement containing those items, unless another time period is required by state or federal law. You agree to cooperate with us in any investigation we reasonably believe is necessary in connection with an assertion by you of fraud concerning your accounts, including making a principal of the organization available for in person interviews and providing relevant information under oath. The Credit Union will not be liable if items were forged or altered such that the fraud could not be detected by a reasonable financial institution.

Our Right to Place a Hold on Your Account(s). If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account and in other accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the account and transactions. If we do freeze your account funds, we will provide notice to you as soon as reasonably possible. Notice may be made by mail or verbally or provided by other means, such as online banking or text alerts as permitted by law. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or to the owner of the funds in the account.

Cooperation in Loss Recovery Efforts. You agree to fully cooperate in any effort we undertake to recover funds that were taken from your account without authorization. For example, you will sign affidavits of loss or forgery that may be required by our insurance company. You also agreed to cooperate fully in any prosecution that may be initiated by the proper authorities pursuant to us filing a complaint about unauthorized activities involving your account. If a loss is the result of our actions (we lose a check you deposited, for example), you agree to help us to recover the loss but we will be responsible for all expenses involved.

Standard of Care. Except where applicable law or this Agreement provides otherwise, we will not be liable for any events not involving our intentional misconduct or gross negligence.

Use of Recording Devices. The Credit Union does not permit its Members you or members of the general public to use electronic, digital or other recording devices to record in-person, telephonic or other communications or interactions of or with Credit Union personnel without the express prior consent of the Credit Union management. The Credit Union expressly revokes, rescinds and withdraws any consent or permission to such recording that might otherwise be implied by law.

Agreement. This Agreement shall be effective and shall govern all of your business or other organization accounts with us. By signing a signature card, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement. This Agreement shall supersede all previous agreements for such accounts.

Amendment. Except as prohibited by applicable law, we may change the terms of this Agreement. We may change any of the items of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. When we change the Agreement, you may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes.

Notices. You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. We will notify you of any changes in terms or rates as required by law or as required in this Agreement. All notices regarding the account will be sent to you to the address shown on your statement. We reserve the right not to send notice for accounts we consider inactive. Notices to us should be sent to:

**Team One Credit Union
520 Hayden Street
Saginaw, MI 48607**

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.

Indemnity. If, by following your instructions, we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any losses, expenses, liabilities or damages including actual attorneys' fees resulting from such a claim or suit. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

You agree as set forth above to provide sufficient funds to cover any overdraft and any penalties assessed upon notice of the overdraft, and to reimburse us for any costs we incur in collecting the overdraft, including, without limitation, reasonable attorney's fees and the costs of litigation, to the extent permitted by law.

You agree to indemnify and hold us harmless from any liability loss, costs, or expenses, including reasonable attorney's fees, to the extent permitted by law, that we incur as a result of any dispute involving your account, including any loss, costs, or expenses resulting from a delay in the forward collection or return of any check you deposit caused by improper placement of endorsements or other material on the back of the check that affects the ability to endorse the items as required by federal regulations. You authorize us to deduct any such loss, costs, expenses, or attorney's fees from your account without prior notice to you.

In the event we become a party to any legal proceedings between you and any third parties or between members of your organization, you agree to indemnify us and hold us harmless from any liability for any loss, costs, or expenses, including reasonable attorney's fees, to the extent permitted by law, that we incur as a result of any such proceeding. We may exercise our right of offset to recover such amounts from your accounts. This obligation includes situations that cause us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

Severability. If any provision or portion of this Agreement is found by any court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason, the enforceability of the remaining provisions or portions shall not be affected.

Waiver. We may waive any of these provisions at our sole discretion, but any such waiver will apply only on that occasion. If we chose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

Credit Union Lien and Right of Offset. If you owe us money as a borrower, guarantor, endorser, or otherwise, we have a lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. You agree that we may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by an individual's residence, unless prohibited by applicable law. We will notify you if we have exercised our right of offset. All accounts are nonassignable and nontransferable to third parties.

Responsibility for your transactions not involving an account. If (i) you present a check or other item to us drawn on another financial institution for payment of any obligation owing to us or (ii) we initiate an automated clearinghouse (ACH) transfer to another financial institution for

any obligation owing to us and the check, other item, or ACH transfer is returned to us unpaid for any reason not attributable to us, we may charge a returned transaction fee as set forth in our Business Account Fee Schedule to any of your accounts (except accounts described in the Credit Union Lien and Right of Offset section as not being subject to lien or setoff rights) or, to the extent allowed by law, charge a returned transaction fee to the obligation for which payment was intended pursuant to the agreement governing that obligation.

Telephone Requests. You agree that funds in any of your accounts with us can be transferred upon the telephone request of any authorized signer on the account. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

Information About Your Accounts. You authorize us to share information concerning your accounts with other entities as permitted or required by law, including affiliates of the Credit Union.

Telephone Monitoring and Calling. From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Section Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

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 pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. In lieu of expenses other than attorneys' fees, we may charge a Legal Process Fee as set forth in our Business Account Fee Schedule. Any legal process against your account is subject to our lien and security interest.

Taxpayer Identification Numbers and Backup Withholding. 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, we may suspend opening your account.

Special Account Instructions. You may request that we facilitate certain business or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your business or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other protection. If requesting account changes such as adding or closing an account or service, we may request additional business-related documents.

Restrictive Endorsements. You cannot alter or limit your responsibility or liability to us under this Agreement by use of a restrictive endorsement or otherwise without our written consent.

Permitted Time for Filing a Lawsuit. You must file any lawsuit or arbitration against us within one year after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition of making a claim.

Termination of Account(s) and Service(s). We, in our sole discretion, may terminate, limit or restrict, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services and electronic services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s). We may also require you to apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-transactions not covered by an overdraft protection plan with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s) or any other abuse of any of your accounts(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; or (13) you violate any Credit Union policy, procedure or standard or any law, regulation or rule. We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate an individual account by notifying us in writing. We have the right to require the written consent of all owners to terminate a joint account. We are not

responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us.

Termination of Membership. You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

Governing Law. This Agreement shall be governed by the laws, including applicable principles of contract law and regulations of the State of Michigan (excluding its conflicts of laws principles), except as superseded by federal laws and regulations. This Agreement shall also be subject to the Credit Union's Bylaws and local, state, or national clearinghouse rules. Unless prohibited by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State District Court or State Circuit Court with jurisdiction over the location of the Credit Union's principal place of business.

**Wire Transfer Notification
(Uniform Commercial Code Article 4A)**

The following rules shall apply to all wire transfers services provided by the Credit Union.

Credit Union may accept, on your behalf, payments to your account that have been submitted by wire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Federal Reserve Regulation J, Subpart B—Funds Transfers Through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur.

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of a transfer, you will be paid interest on an average daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees, unless otherwise provided by law or regulation.

We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such payments shall be governed and construed in accordance with the applicable Federal Reserve Bank Operating Circular. Whenever an automated clearinghouse is used as part of a transaction, its rules will govern that part of the transaction. Where none of the above stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Michigan, including Article 4A of the Michigan Uniform Commercial Code.

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you the amount of the credit entry.

FUNDS AVAILABILITY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Team One Credit Union. It only applies to the availability of funds in transaction accounts; currently all accounts available to businesses are transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. **GENERAL POLICY** — Our policy is to make funds from your deposits made to your transaction accounts available to you on the same business day that we receive your deposit. 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. The cutoff hour on a business day that we are open is 4:00 p.m. If you make a deposit on a day we are not open or that is not a business day, we will consider that the deposit was made on the next business day we are open.
2. **RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
3. **HOLDS ON OTHER FUNDS** — If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.
4. **LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
 - We believe a check you deposit will not be paid
 - You deposit checks totaling more than \$5,000.00 on any one (1) day
 - You deposit a check that has been returned unpaid
 - You have overdrawn your account repeatedly in the last six (6) months
 - There is an emergency, such as failure of communications or computer equipment

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

5. **SPECIAL RULES FOR NEW ACCOUNTS** — If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

6. **DEPOSITS AT NONPROPRIETARY ATMS** — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the third business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.
7. **FOREIGN CHECKS** — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

Questions. In case you have any questions regarding our Funds Availability Policy, please contact us at 1.888.288.3261 or 989.754.6575.

SPECIFIC ACCOUNT DETAILS

ACCOUNT APYs

Rate and Annual Percentage Yield ("APY"). All accounts are a tiered rate account. The dividend rate and APY may change every calendar month as determined by the Credit Union. The Credit Union's current dividend rates will be available each business day at our office. Refer to our current Rate Schedule for our current dividend rates. For additional information on dividends, please refer to the Dividend section of this Agreement.

BUSINESS SAVINGS ACCOUNT

Minimum Balance Requirements: The minimum balance required to open this account is \$5.00.

Minimum Balance to Earn Dividends. You earn dividends on your Business Savings Account each day that your account balance is \$5.00 or more. We reserve the right to adjust minimum deposit balance requirements from time to time.

Fees and Charges: Please see our separate Business Account Fee Schedule.

CLASSIC BUSINESS ACCOUNT

Minimum Balance Requirements: You must maintain a basic membership share of \$5.00 on deposit in your Business Savings Account to retain a Classic Business Checking Account. We may establish a minimum balance requirement for a Classic Business Checking Account, and we reserve the right to adjust the minimum balance requirements from time to time. If you do not maintain any such required minimum balance, we may charge you a maintenance fee as described in the Business Account Fee Schedule.

Fees and Charges: Please see our separate Business Account Fee Schedule.

PERFORMANCE BUSINESS CHECKING

Minimum Balance Requirements: You must maintain a basic membership share of \$5.00 on deposit in your Business Savings Account to retain a Performance Business Checking Account. We may establish a minimum balance requirement for a Performance Business Checking Account, and we reserve the right to adjust the minimum balance requirements from time to time. If you do not maintain any such required minimum balance, we may charge you a maintenance fee as described in the Business Account Fee Schedule.

Fees and Charges: Please see our separate Business Account Fee Schedule.

ULTRA BUSINESS CHECKING

Minimum Balance Requirements: You must maintain a basic membership share of \$5.00 on deposit in your Business Savings Account to retain an Ultra Business Checking. We may establish a minimum balance requirement for an Ultra Business Checking, and we reserve the right to adjust the minimum balance requirements from time to time.

Earnings Credits

An Earnings Credit Allowance will be calculated on the Ultra Business Checking. This allowance is the total dollar value of credit that can be used to offset the service charges incurred during the analysis period. It is calculated by multiplying the investable balance by the Earnings Credit Rate for the period.

BUSINESS MONEY MARKET CHECKING

Minimum Balance Requirements: There is no minimum balance required to open a Business Money Market Account.

Minimum Balance to Earn Dividends. You earn dividends on your Money Market Account each day that your account balance reaches the tier levels defined in the Rate Schedule. We reserve the right to adjust minimum deposit balance requirements to earn dividends from time to time.

Fees and Charges: Please see our separate Business Account Fee Schedule.