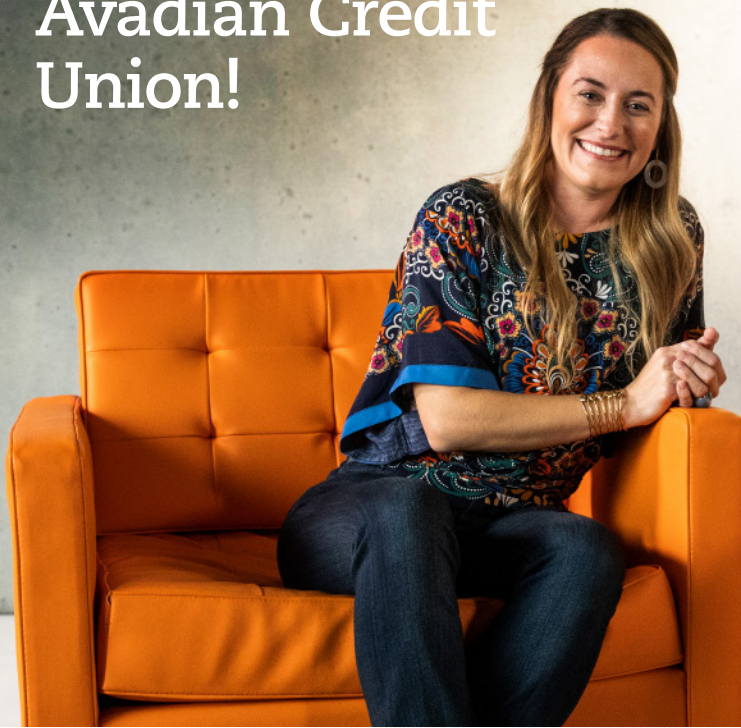


A Guide for Businesses

EVERYTHING YOU NEED TO KNOW ABOUT THE TRANSITION TO AVADIAN CREDIT UNION

Follow us on Facebook, Twitter, Pinterest, Instagram, our blog (blog.avadiancu.com), and LinkedIn.      

... Welcome to
Avadian Credit
Union!



 **avadian**
CREDIT UNION



Welcome to Avadian Credit Union!

WE ARE EXCITED
TO WELCOME YOU
TO OUR FAMILY.



We've made it our mission to be the only financial service provider that will go out of its way every day to value you as a person, to make you feel delight, and to improve your life. We take care of you by listening to your goals and seeking the best solutions for you now and down the line.

This booklet will serve as a guide for your new Avadian account(s). The Table of Contents will show you where to find the information for each product category so you can familiarize yourself with Avadian's products and services. In addition, we wanted you to know about the other products that you can now take advantage of as an Avadian member.

If you have personal accounts with Citizens State Bank, you will receive an additional guide specifically about personal accounts.

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WELCOME!

Welcome, new member.

With the transition from Citizens State Bank to Avadian Credit Union, you're going from being a customer to becoming a member of Avadian. Being a member is more than just a different way of saying "customer," it means you are a part-owner.

As a credit union, we are a not-for-profit financial cooperative, existing not to make a profit for shareholders, but purely for the benefit of the members. Since we're not focused on maximizing profits, we are able to redirect our profits into high-quality products and services with better rates and lower fees.



As a business owner, you're looking for a financial institution who understands you, your business, your needs, and your vision. At Avadian, that's what we want too. We want to understand your business, where it's been, and where you're wanting it to go. We strive to embody the credit union philosophy of "people helping people," so we understand the importance of service. It's probably the backbone of your business, and we know it's the backbone of ours. We want to work to meet your business's specific needs – not offer a cookie-cutter approach.

BUSINESS SAVINGS CONVERSION INFORMATION



The following sections will detail into which Avadian Business account your current Citizens State Bank (CSB) business accounts will convert, provide insight into those Avadian accounts, and tell you about additional business accounts that CSB did not offer.

The savings account is the foundation of your business's relationship with Avadian.

So we'll start there.

But before we discuss account conversion, it's important that we reiterate something we said in the first letter you received from Avadian and Citizens State Bank regarding the acquisition: your account(s) will no longer be insured by the FDIC. Instead, it will become an Avadian account and will be insured with the National Credit Union Administration (NCUA).

The NCUA insures up to \$250,000 for each deposit account ownership category per member. Deposit insurance of up to an additional \$250,000 is provided by Excess Share Insurance Corporation as an added layer of protection over and above your NCUA deposit coverage. ESI is a licensed insurance company.

The chart below shows to which Avadian Business Savings account your CSB Business Savings will convert.

CURRENT CSB BUSINESS ACCOUNT	AVADIAN BUSINESS ACCOUNT
Business Savings	Business Savings



BUSINESS CDs

Additional Business Savings Account Products

A Business CD is a great way to put some money aside for a duration of your choosing and earn a higher rate than our Business Savings Account pays. CDs offer security, a specific interest rate, and maturity date (from six to 60 months), so you'll always know how much money you have and when you'll be able to access it without penalty. CDs are ideal when you have money you don't need immediately but don't want to tie it up in an investment. Most Business CDs are available with a minimum initial deposit of \$1,000.

BUSINESS MONEY MARKET ACCOUNT

The Business Money Market Account is built for growth and flexibility. It offers a higher interest return than a traditional savings account. It's perfect when you want to create an emergency fund or explore investment options. It requires a minimum opening deposit of \$2,500.

BUSINESS CHECKING ACCOUNT CONVERSION

Your business checking account is essential in managing your cash flow and budget. It's how you pay the bills, and how you keep the lights on – literally.

ANY AUTOMATIC PAYMENTS OR DIRECT DEPOSITS CURRENTLY SET UP ON YOUR CSB ACCOUNTS WILL NEED TO BE CHANGED ONCE YOUR ACCOUNT(S) CONVERT TO AVADIAN ON OR AROUND OCTOBER 1, 2022.

The chart below shows into which Avadian business checking account your CSB business accounts will convert.

CURRENT CSB ACCOUNT	AVADIAN BUSINESS CHECKING ACCOUNT
Business Checking	Business Choice Checking
Now Business Checking	Business Choice Checking With Interest
Super Now Business Checking	Business Choice Checking With Interest

IN THE MIDDLE OF SEPTEMBER, AVADIAN WILL BE SENDING YOU A SUPPLY OF CHECKS FOR YOU TO BEGIN USING WHEN YOUR ACCOUNT(S) CONVERT TO AVADIAN ACCOUNTS ON OCTOBER 1, 2022. IF YOU HAVE ANY DIRECT DEPOSITS COMING INTO YOUR CURRENT CSB ACCOUNT, PLEASE UPDATE THIS WITH YOUR AVADIAN MICR NUMBER (FOUND ON THE ENCLOSED LETTER) STARTING OCTOBER 1, 2022.

AVADIAN'S BUSINESS CHOICE CHECKING AND CHOICE CHECKING WITH INTEREST

Avadian's Business Choice Checking and Choice Checking With Interest Business Choice Checking gives you loads of standard features plus two choices for additional features on top of those standard features.

The chart on the following page shows the standard features and the available choices.

Everything listed as "standard" comes standard. You get two selections from those labeled as "choices" to tailor the account to meet your business's needs. After your initial selection, you can change those choices for a \$10 fee if your business's needs change.

Business Deposit Information

ACCOUNT(S)	FEATURES/ACCOUNT REQUIREMENTS	FEE/ LIMITATION	STANDARD OR CHOICE?
Business Choice Checking	No minimum average daily balance required to avoid monthly service fee	None	Standard
Business Choice Checking With Interest	\$2,500 (or combined \$15,000 in deposit and loan balances) minimum average daily balance required to avoid \$15 monthly service fee	\$15 if minimum average daily balance not met	Standard
Business Choice Checking With Interest	\$2,500 minimum average daily balance required to earn dividends	No dividends earned if minimum average daily balance not met	Standard
Both	Business Visa Debit Card	Free	Standard
Both	Online and Mobile Banking, including Mobile Deposit (upon approval)	Free	Standard
Both	e-Statement	Free; simply sign up within online banking	Standard
Both	Access to Avadian ATMs + 30,000 more in the CO-OP Shared Branch Network	Free	Standard
Both	Wire transfers	\$45 for outgoing international transfers	Standard
		\$15 each for incoming and outgoing domestic transfers	Standard
Both	# of Items Deposited Free per Month	250 – a \$0.29 per item fee will be charged for more than 250 per month	Standard
Both	Amount of Cash Deposited Free per Month	\$7,000 – a \$0.20 per \$100 fee is charged if you deposit more than \$7,000 cash per month	Standard
Both	Refunds for non-Avadian/CO-OP Shared Branch ATMs nationwide	Up to \$10 per month (receipts must be submitted within 90 days)	Choice
Both	Wire Transfers	Two free incoming/outgoing domestic transfers per month	Choice
Both	# of Items Deposited Free per Month	500 – an additional 250 (for a total of 500 free; a \$0.29 per item fee will be charged for more than 500 per month)	Choice
Both	Amount of Cash Deposited Free per Month	\$10,000 – an additional \$3,000 (for a total of \$10,000; a \$0.20 per \$100 fee will be charged for more than \$10,000 per month)	Choice
Both	Bill Pay	Free (\$5.95 per month if not selected as a Choice)	Choice
Both	Bonus Rate on Business CDs	Free (\$5.95 per month if choice not selected)	Choice
Both	Free Cashier's Checks per Month	3 free – \$3 each if not selected as a Choice	Choice

ACCOUNT STATEMENTS

Starting in October, you will begin receiving your Avadian statement at the end of the month. Please note that if you currently visit the CSB branch to pick up your statements, you will begin receiving your statements by mail. Or you may enroll in e-Statements. To sign up for e-Statements, you must first enroll in online banking.

To enroll in online banking, call Member Services at 888.AVADIAN (888.282.3426) or visit your local branch.

Once you are enrolled in online banking, you can then opt-in to receiving your statements electronically by going to the navigation bar and selecting “Statements and Forms” and then clicking on “Document Delivery.”





PLEASE COMPLETE THE OVERDRAFT AUTHORIZATION FORM AND RETURN IT BY SEPTEMBER 15, 2022.

Overdraft Solutions

We have two overdraft solutions by which we may authorize and pay overdrafts: Courtesy Pay and Overdraft Protection.

COURTESY PAY

Courtesy Pay is a standard overdraft service through which we authorize and pay the transaction, at our discretion, even when the funds aren't available in your account.

With our standard Courtesy Pay practices on business checking accounts, we will authorize and pay for overdrafts, up to your discretionary limit, on checks, automatic bill payments, and recurring debit card transactions. Because Courtesy Pay is a discretionary service, we cannot guarantee that we will always authorize and pay a transaction.

You may also elect to authorize expanded Courtesy Pay practices, which authorize and pay ATM transactions and everyday debit card transactions like one-time debit card transactions at retail and grocery stores, up to your discretionary limit.

OVERDRAFT PROTECTION

Overdraft Protection links your Avadian business checking account to another Avadian account, such as a savings account or a previously established line of credit (or both).

In the event that you overdraw your business checking account, funds are transferred automatically from the linked account to your business checking account.

NOTE: *For a more detailed explanation about Avadian's overdraft solutions, please refer to the Business Membership and Account Agreement.*

BUSINESS LOAN CONVERSION INFORMATION

You will receive a separate letter with additional information about the conversion of any CSB business loans you have.



ADDITIONAL AVADIAN BUSINESS LOAN OPTIONS

There's no one-size-fits-all plan for growing a business. It looks different for every business. And that's true for your business. Maybe you're looking to expand into new markets. Maybe you need to add services, equipment, or staff. Maybe you need to move to or open a new location or a new building. We can help.

No matter what your situation is, Avadian's business lending experts would love to walk with you as you find the best way to take your business to the next level. Our experienced specialists can help you figure out which of our many loans and lines of credit will best position you for success. They can walk you through the following:

- Commercial real estate loans
- Rental property loans
- Lines of credit (secured and unsecured)
- Construction loans
- Installment loans for vehicles and equipment

BUSINESS CREDIT CARDS

An Avadian Visa Business Rewards Credit Card is a helpful tool for managing your business expenses. As you might have guessed from its name, it offers rewards. You'll earn 1 point per \$1 spent with your Rewards Visa card that can be redeemed for travel rewards, gift cards, or even cash. And there's no annual fee or balance transfer fees – and it all comes with a great low interest rate, tap-and-go technology, enhanced fraud protection and monitoring, and lost/stolen card reporting with online banking or the Avadian app.

MERCHANT SERVICES



Whether you run a health practice or you're a wholesaler, a distributor, or a retailer, you know how you want your business to run. You know the individual challenges and goals you face every day. We want to keep your business running smoothly, which is why we provide you with the tools you need to do just that:

- Point-of-sale (POS) payments for next-day funding
- Terminals and POS solutions to handle your payment processing needs
- Loyalty programs to keep your customers coming back for more
- Internet and telephone payments for secure shopping
- Branded gift cards
- Pay cards for payroll convenience

All merchant services provided, developed, and sold exclusively by FiServ.

OUR BUSINESS SERVICES TEAM

Our dedicated team of business service professionals are ready to help you. Start by scheduling a free review of your finances to determine the best products to fit your business. We can help devise a plan to get you where you want to be.

To learn more, reach out to us at 1.800.874.3925, email us at businessservices@avadiancu.com, or visit avadiancu.com/businessservices.

ONLINE & MOBILE BANKING

Avadian's online and mobile banking is designed to make paying bills, transferring funds, and managing your finances in general easier and more convenient. And you can do it all anytime, anywhere you have an Internet connection with your computer or mobile device.

Starting **October 1, 2022**, you will be able to sign up for Avadian's online and mobile banking and telephone banking with your new Avadian account number. **To enroll in online banking, call Member Services at 1.888.AVADIAN (1.888.282.3426) or visit your local branch.**

BILL PAY



Bill Pay is exactly what you think it is. It's a service that helps you pay your bills electronically and securely. It allows you to make one-time payments or set up recurring payments for those bills that come up every month.

You'll be able to add/delete/edit payees, view/edit/cancel pending payments, and track your personal finances by downloading your transaction history.

If time is tight and you need to make an expedited payment, you can even make a next-day (\$19.95) or second-day payment (\$14.95) for a fee that's less painful than a late fee.

E-STATEMENTS

Minimize clutter and take the first step to protect your financial information by requesting to receive your account statements online. e-Statements reduce the chances of your personal information being lost or stolen. You can still view your account information and past statements when you need them.

MOBILE DEPOSIT



Deposit your checks quickly and easily from the convenience of your mobile phone or tablet anytime, anywhere with Mobile Deposit.

Mobile Deposit is a free service that allows you to take a photo of your check and deposit it securely into your account using your "smart" (Internet-enabled) mobile device via the free Avadian app. To access our app, simply download it from your device's app store.

Call 1.888.AVADIAN (1.888.282.3426) or visit your local branch to get started with Mobile Deposit.



MONEY MANAGER

With Money Manager, you can view and manage all of your financial accounts in one spot, even those at other financial institutions. Having all account information in one place allows you to leverage the power of Money Manager's budgeting and cash-flow management tools.

- View your accounts in one place
- Create custom budgets and start saving
- Create "tags" to categorize and monitor/track your spending
- Set up account alerts with email or text messages
- Set financial goals
- Manage your money and make smarter investments
- Determine your net worth

Once you are enrolled in online banking, you can simply log in to your account and click "Money Manager" to take advantage of this free tool.

MORE ONLINE AND MOBILE BANKING FEATURES

And you're just scratching the surface with Bill Pay, e-Statements, Mobile Deposit, and Money Manager. Our online and mobile banking experience offers the following services with all business checking and savings accounts:

- Online account opening
- Account alerts and push notifications
- Loan payments
- Funds transfers
- Manage credit and debit cards
- Stop check payments
- Reorder checks

NOTE: *For more information about Avadian's online and mobile banking services, please refer to the Avadian Credit Union Online Services Agreement located on our website.*

ADDITIONAL BENEFITS

Membership with Avadian is more than just checking and savings accounts and loans for your business. That's why we have partners that offer the following benefits:

- Auto, Home, and Life Insurance Discounts
- Auto Exam (extended warranty product for vehicles)
- Business Services
- Cashier's Checks
- Direct Deposit and Payroll Deduction
- Direct Pay (loan payment drafted from other financial institutions)
- Free Notary Service
- Gap Protection for Auto Loans
- Instant Card Issue – get your Avadian credit or debit card instantly at any Avadian branch when you open a new account or need a replacement
- Medallion Signature Guarantee (Guarantees member's signature on stock transactions.)
- U.S. Savings Bond Redemption
- Domestic Wire Transfers
- Additional \$250,000 coverage by Excess Share Insurance Corp. on deposit accounts

LOVE MY CREDIT UNION REWARDS

Love My Credit Union Rewards is a rewards program designed specifically for credit union members nationwide. Through it, you have access to exclusive discounts and benefits from trusted partners. You can save on things like your mobile phone bill and filing your taxes and even earn cash back at more than 1,500 online retailers.

Just go to [LoveMyCreditUnion.org](https://www.LoveMyCreditUnion.org) to see all the discounts and offers available to you as a credit union member.

And best of all, it's free!



Enjoy the Benefits of a Bigger Branch Network

17 ADDITIONAL CREDIT UNION LOCATIONS

In addition to the Vernon branches, Avadian has 17 branches across the state where you can conduct your financial business.

NEW HOURS FOR THE VERNON BRANCHES

Vernon Main at 315 Columbus Ave. N.W.

8:45 a.m. to 5 p.m. Monday – Friday

Vernon Downtown at 104 Columbus Ave. N.E.

Re-opening Oct. 1

8:45 a.m. to 5 p.m. Monday – Friday

Closed for lunch 1 p.m. to 2 p.m.

ATM PLUS+

An ATM Plus+ machine will be installed at the main Vernon branch at 315 Columbus Ave. N.W. An ATM Plus+ does everything an ATM can do, plus more. Not only can you get cash, but you can also deposit checks and cash, make loan payments, transfer funds, and even talk to a real, live human Monday through Friday from 7 a.m. to 6 p.m. and Saturdays from 9 a.m. to noon, meaning you aren't limited to the branch's normal hours.

You will also have access to our ATM Plus+ machines at the Chelsea, Colonnade, Dothan, Gardendale, Geneva, Greystone, Helena, Hoover, Trussville, Madison, Midtown Birmingham, and Huntsville (South Parkway) branches.

IMPORTANT ITEMS YOU DON'T WANT TO FORGET

As we approach the **September 30, 2022**, account conversion, we thought it might be helpful to give you a list of things to be mindful of:

- Record your new Avadian member number on the enclosed Member I.D. Card
- If you currently have a business checking account, be sure to fill out the Business Choice Checking Account Features Form found on the inside back cover of this booklet. Return it to us using the enclosed postage-paid envelope.
- Select whether you wish to authorize us to make overdraft payments on ATM and everyday debit card transactions by completing the enclosed Overdraft Authorization Form and return it by **September 15, 2022**.
- Save your CSB account statements and tax records before **September 15, 2022**.
- Save your CSB tax forms before **September 15, 2022**.
- Contact Member Services at 1.888.AVADIAN (1.888.282.3426) or visit your local branch to enroll in online banking starting **October 1, 2022**.
- Your CBS debit card will be deactivated on **Friday, September 30, 2022**. You will be able to activate your new Avadian Business Debit Card and select your new PIN on **Saturday, October 1, 2022**.
- Option to enroll in e-Statements after **October 1, 2022**.
- Set up your new direct deposits using your new Avadian MICR number starting **October 1, 2022**.
- Begin using your Avadian-issued checks starting **October 1, 2022**.
- CSB checks will no longer be accepted as of **September 30, 2023**.

Avadian will not be charging the following fees from September 30 – December 31, 2022:

- Member Inquiry Fee: \$1.00
- Statement Copy Fee: \$5.00 per copy
- Account Research Fee: \$20 per hour

This credit union is federally insured by the National Credit Union Administration. Additional insurance of up to \$250,000 on your savings accounts is provided by Excess Share Insurance Corporation, a licensed insurance company.

We are an Equal Housing Opportunity Lender. 

LOOKING FORWARD

*Again, we are so excited that you will be joining the **Avadian family**! We know this is a lot of information to process. We hope that if you have any questions, you will call us at 205.695.9162.*

ARBITRATION

SECTION 38 OF AVADIAN'S MEMBERSHIP AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION, WAIVER OF CLASS ACTION, AND WAIVER OF JURY TRIAL. You have the right to opt-out of this Arbitration Agreement found in Section 38, provided you notify Avadian of your intent to do so within 30 days after it is provided to you. Your opt-out is only effective if you notify Avadian in writing by mailing to **Avadian Credit Union, Attention: Legal Department, P.O. Box 360287, Hoover, Alabama 35236-0287**, within such 30-day time period. If you fail to opt-out within this 30-day time, you will be deemed to have consented to the resolution of your claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Agreement or your relationship with Avadian.

NOTE REGARDING THE FEE SCHEDULE

On pages 34-35, you will find the official Avadian Business Schedule of Service Charges and Fees. Please note that the fees assessed by Avadian may be different than the fees assessed by CSB. The changes are highlighted on this page.

YOUR ACCOUNTS WILL NO LONGER BE SUBJECT TO THE FOLLOWING FEES ASSOCIATED WITH YOUR ACCOUNT AT CSB:

AUTOMATIC TRANSFER (BETWEEN ACCOUNTS):
\$1

ACCOUNT ACTIVITY PRINTOUT:
\$1

SPECIAL STATEMENT CUTOFF:
\$1

PLEASE NOTE THAT THE CURRENT RATES FOR SAFE DEPOSIT BOXES AT THE VERNON MAIN BRANCH WILL NOT CHANGE AT THIS TIME. THEY CAN BE FOUND ON PAGE 36.

CSB FEE NAME	CSB FEE AMOUNT	AVADIAN FEE NAME	AVADIAN FEE AMOUNT
OVERDRAFT	\$25	COURTESY PAY FEE	\$30
NA	NA	OVERDRAFT TRANSFER FEE	\$5 per day
NON-SUFFICIENT FUNDS (NSF)	\$25	COURTESY PAY FEE	\$30
ACCOUNT RESEARCH	\$10 per hour	ACCOUNT RESEARCH	\$20 per hour (\$20 minimum)
ADDITIONAL COPY OF STATEMENT	\$1	ADDITIONAL COPY OF STATEMENT	\$5 – monthly statement
STOP PAY	\$20	STOP PAY	\$30
LEVIES	\$10	LEGAL PROCESS (TAX, LEVIES, SUMMONS)	\$50
DORMANT ACCOUNT	\$2 per month after 365 days	DORMANT ACCOUNT	\$10 per month after 2 years and a combined balance of your deposit accounts of less than \$100 (member must be 19 or older)
ESCHEATMENT FEE	Not assessed by CSB	ESCHEATMENT FEE	\$25

Your Business
Is Important
to Us.



DISCLOSURES AND FEE SCHEDULES

Business Membership and Account Agreement
Business Choice Checking With Interest Disclosure
Business Savings Account Disclosure
Business Money Market Account Disclosure
Business Fee Schedule
Overdraft Authorization Form
Business Choice Checking Account Features Form



1 Riverchase Parkway South
Hoover, AL 35244
205.985.2828 • 1.888.282.3426

BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

SECTION 34 OF THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH PROVISIONS. WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND AVADIAN CREDIT UNION WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

This Business Membership and Account Agreement ("Agreement") covers the rights and responsibilities concerning accounts held by a business or organization account owner ("Account Owner") and the credit union providing this agreement ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business Account Card or other account opening document ("Account Card") or for which membership and/or service requests are otherwise approved. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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

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

3. ACCOUNT ACCESS

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

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

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

- Depositing, withdrawing and transferring funds into, out of and between one or more accounts;

- Signing checks, drafts and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate, share certificate and any other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

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

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

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

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

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

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. **For accounts held at credit unions located in New York:** If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we will process the check, draft, or item as though it is payable to all such persons. **For accounts held at credit unions located in states other than New York:** If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person.

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

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

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

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

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

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

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

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

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

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

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

f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

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

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

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

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

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

6. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in our business account rate sheet and fee schedule. We may change our business account rate sheet and fee schedule at any time and will notify you as required by law.

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

a. Withdrawal Restrictions. We permit withdrawals if your account has a sufficient available balance to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders which are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between Authorized Persons (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) for non-corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

b. Transfer Limitations. For accounts subject to transfer limitations, you may not make more than six withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check or draft which is then mailed directly to you, although we may impose a fee for such services.

8. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference. **For accounts held at state chartered credit unions located in Wisconsin:** Credit Union liability for dividends declared by the board of directors on term share, share certificate and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of Credit Unions shall take possession of the Credit Union under s.186.235(11) of the Wisconsin Statutes. Upon dissolution, the Director shall determine the priority of payout of the various classifications of savings (Wis. Admin. Code DFI-CU 60.06).

9. OVERDRAFTS AND DISHONORED ITEMS

a. Insufficient Funds/Overdrafts. If, on any day, the available balance in your account is not sufficient to pay the full amount of a check, draft, transaction or other item that is presented for payment from the account, we may return the item or pay it in accordance with our overdraft policies or any overdraft service you have established with us. We are not required to pay any item that exceeds the available balance in your account. Items drawn on your account

may be paid in any order we choose. The available balance for your account is determined according to our funds availability policy and may reflect pending transactions you have authorized but have not yet posted to your account. We may determine whether the available balance in your account is sufficient to pay an item at any time between presentation of the item and our midnight deadline, with only one review of the account required. We are not required to notify you if your account does not have sufficient available funds to pay the item. Your account may be subject to a fee as disclosed in our business account fee schedule for each item presented against an insufficient available balance, regardless of whether we return or pay the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If you have established an overdraft service with us that links your share or deposit account with other Credit Union accounts of yours, you authorize us to transfer funds from those accounts to cover the amount of any items that exceed the available balance in your account as well as the amount of any fee assessed for the transfer. Such transfers may be made from another share or deposit account, an overdraft line-of-credit account, or other account you so designate. If we, at our discretion and as a courtesy to you, honor items that exceed the available balance in your account, the account will be overdrawn and you agree to repay the overdrawn amount, plus any fee assessed by us, in accordance with the requirements established in any other agreement with us that governs this overdraft protection service. By exercising our discretionary right to honor such items, we do not agree to honor them in the future.

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

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

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

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

13. STOP PAYMENT ORDERS

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

For accounts held at credit unions located in the state of New York: Payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us may be stopped only according to the provisions of Section 4-403 of the Uniform Commercial Code as enacted by the state of New York. **For accounts held at credit unions located in states other than New York:** You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is

effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires. **For accounts held at credit unions located in the states of Florida and Texas:** We have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing or in a record as allowed by applicable law.

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

14. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks, drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

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

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

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

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

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

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

20. NOTICES

- a. Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.
- b. Notice of Amendments.** Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees as required by law.
- c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.
- d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

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

22. STATEMENTS

- a. Contents.** If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.
- b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within 33 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.
- c. Notice to the Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.

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

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

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

24. TERMINATION OF ACCOUNT - We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any check, draft, transfer or item after your account is terminated; however, if we pay a check, draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

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

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

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

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

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

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

31. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Alabama.

32. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS - As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

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

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

35. CONSENT TO CONTACT - By signing or otherwise authenticating the Business Account Card, the Authorized Person(s) agree(s) we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by telephone or text message at any telephone number associated with the account, including wireless telephone numbers

(i.e. cell phone numbers) which could result in charges to Authorized Person(s), in order to service the account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. The Authorized Person(s) further agree(s) methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent to be contacted on their wireless telephone number(s) at any time by any reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to give this consent. Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

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

36. ARBITRATION AND WAIVER OF JURY TRIAL - Except as expressly provided herein, you and we agree that **either party may elect to resolve by BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement between you and us**, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement (any "Claim"). Claim has the broadest possible meaning and includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement or any agreement; (2) any account; (3) any charge or cost incurred pursuant to the Agreement or any agreement; (4) any amounts due under the Agreement, any agreement or any account; (5) any alleged contract or tort arising out of or relating in any way to the Agreement, any account, any agreement, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Agreement; (7) any statements or representations made to you with respect to the Agreement, any agreement, any account, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (8) any property loss, damage or personal injury; (9) any claim, demand or request for compensation or damages from or against us; (10) any damages incurred on or about our premises or property; or (11) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Agreement, any account, any credit, any transaction or your business, interaction or relationship with us. If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claim involving our current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, CUSOs, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, officers, agents or directors of such affiliates or third parties. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion or pleading made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this Agreement.

The arbitration shall be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and its Supplementary Procedures For The Resolution Of Consumer-Related Disputes (the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol shall control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at www.adr.org.

Each party also has the option of filing an action in small claims court or your state's equivalent court, for any Claim or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim.

Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.

All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration hearing will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your statement address with us, with due consideration of ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, then that determination shall be made by the arbitrator(s).

Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s).

The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law.

The arbitrator(s) findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of \$100,000.00, the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. The decision of the panel shall be by majority vote. Such review shall reconsider anew any aspect of the initial award requested by the appealing party. However, if the award does not impose an injunction on you or on us or contain a money award in excess of \$100,000.00, then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, recoupment, repossession, trustee's sales and the like and to pursue non-judicial or judicial foreclosure and judicial foreclosure sale confirmation. This agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentences, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim, crossclaim, third-party claim or the like by either you or us in response to any such action.

You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that Avadian Credit Union is an entity engaging in interstate banking and commerce; deposits are federally insured; the funds deposited in any account flow through interstate commerce; and we regularly use the services of businesses located in other states in opening and administering accounts.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is finally held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your business or transaction(s) with us, any bankruptcy to the extent consistent with applicable bankruptcy law and shall also survive as to any Claim covered within the scope of this Agreement.

Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.



FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Avadian Credit Union. It only applies to the availability of funds in 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 cash and check deposits available to you on the next business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the 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. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, 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 next 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 \$225.00 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 next 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 cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

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 \$5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of 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 \$5,525.00 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 \$5,525.00 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 \$5,525.00 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 ninth 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 fifth 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 institution upon which it is drawn.

Business Choice Checking with Interest Disclosure

Rate Information. As of the last interest declaration date, this account had an Interest Rate of 0.050% And Annual Percentage Yield of 0.050%. The interest rate and Annual Percentage Yield may change every month as determined by the Credit Union.

Compounding and Crediting. Interest will be compounded and credited monthly to the account. If you close your checking account before interest is credited, you will not receive accrued interest. The interest period for this account is monthly, beginning on the first day of a month and ending on the last day of the month.

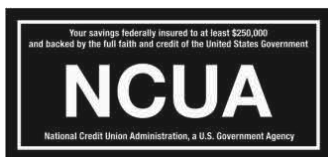
Minimum Balance Requirements. The minimum balance required to open this account is \$2,500. You must maintain a minimum daily balance of \$2,500 in your account to avoid a service. In order to maintain this account, you must keep the \$5.00 par value of a regular share in the credit union.

Balance Computation Method. Interest is calculated by the daily balance method, which applies a daily periodic rate to the principal balance in your account each day.

Accrual of Interest. Interest will begin to accrue on the business day you deposit noncash items, (e.g., checks) to your account.

Fees and Charges. If during any month your account falls below the required minimum daily balance, your account will be subject to a service fee for that month. Refer to our separate Fee Schedule for additional information about charges.

Nature of Interest. Interest is paid from current income and available earnings, after required transfers to reserves at the end of an interest period.



Business Savings Account Disclosure

Rate Information. As of the last dividend declaration date, the Dividend Rate and Annual Percentage Yield for this account were:

Account Balance	Dividend Rate	Annual Percentage Yield
\$100.00 to \$2,499.99	0.050%	0.050%
\$2,500.00 to \$24,999.99	0.050%	0.050%
\$25,000.00 to \$74,999.99	0.100%	0.100%
\$75,000.00 or greater	0.100%	0.100%

Once a particular range is met, the Dividend Rate and Annual Percentage Yield for that balance will apply to the full balance in the account. The dividend rate and APY may change quarterly as determined by the Credit Union's Board of Directors.

Compounding and Crediting. Dividends will be compounded and credited quarterly to the account. If you close your Business Savings Account before dividends are credited, you will not receive accrued dividends. The dividend period for this account is quarterly, beginning on the first day of the calendar month of dividend period and ends on the last calendar day of the period.

Minimum Balance Requirements. The minimum balance required to open this account is \$5.00. You must maintain a minimum daily balance of \$100.00 in your account to avoid a service fee. You must maintain a minimum balance of \$100.00 in the account to earn the stated APY. In order to maintain this account, you must keep the \$5.00 par value of a regular share in the Credit Union.

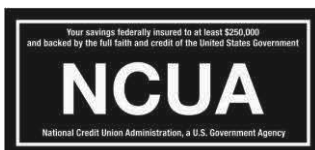
Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal balance in your account each day.

Accrual of Dividends. Dividends will begin to accrue on the business day you deposit noncash items, (e.g., checks) to your account.

Fees and Charges. If during any month your account falls below the required minimum daily balance, your account will be subject to a service fee for that month. Refer to our separate Fee Schedule for fees and additional information about charges.

Transaction Limitations. During any calendar month, you may make no more than six (6) withdrawals or transfers from your account to another credit union account of yours or to a third party by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to fee or be closed.

Nature of Dividends. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. The Dividend Period for our account is quarterly.



Business Money Market Account Disclosure

Rate Information. As of the last interest declaration date, the Interest Rate and Annual Percentage Yield for this account was:

Account Balance	Interest Rate	Annual Percentage Yield
\$2,500.00 - \$9,999.99	0.050%	0.050%
\$10,000.00 - \$24,999.99	0.050%	0.050%
\$25,000.00 - \$49,999.99	0.100%	0.100%
\$50,000.00 - \$99,999.99	0.150%	0.150%
\$100,000.00 >	0.200%	0.200%

Once a particular range is met, the Interest Rate and Annual Percentage Yield for that balance range will apply to the full balance of your account. The Interest rate and APY may change every week as determined by the Credit Union's Board of Directors.

Compounding and Crediting. Interest will be compounded and credited monthly to the account. If you close your share money market account before interest is credited, you will not receive accrued interest. The interest period for this account is monthly, beginning on the first day of a month and ending on the last day of the month.

Minimum Balance Requirements. The minimum balance required to open this account is \$2,500. You must maintain a minimum daily balance of \$2,500 in your account to avoid a service fee as stated in the Business Services Fee Schedule. However, the service fee will be waived if under the same account number you have an aggregate deposit balance in Share or Certificate accounts or loans in good standing that together or separately total a minimum aggregate balance of \$15,000. In order to maintain this account, you must keep the \$5.00 par value of a regular share in the credit union.

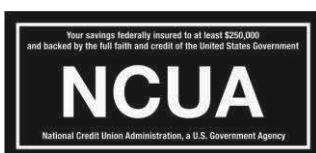
Balance Computation Method. Interest is calculated by the daily balance method, which applies a daily periodic rate to the principal balance in your account each day.

Accrual of Interest. Interest will begin to accrue on the business day you deposit noncash items, (e.g., checks) to your account.

Fees and Charges. If during any month your account falls below the required minimum daily balance, your account will be subject to a service fee of \$10 for that month. Refer to our separate Fee Schedule for additional information about charges.

Transaction Limitations. You may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

Nature of Interest. Interest is paid from current income and available earnings, after required transfers to reserves at the end of an interest period. The Interest Period for our account is monthly.





Business Schedule of Service Charges and Fees Checking, Savings, and Money Market Accounts

Aug. 1, 2022

Business Share/Savings Account

Minimum Deposit to Open.....\$5.00

Monthly Service Charge.....\$5.00

Account must be opened 90 days before fees applied.

The monthly service charge will only be assessed if your average daily balance falls below \$100 with no additional services and no ACH or EFT activity on the account.

Excessive Withdrawal Fee.....\$2.00 per withdrawal
after three (3)
per month

Share Value.....\$5.00 Par Value
of One Share

Business Choice Checking Account

Minimum Deposit to Open.....\$100.00

Monthly Service Charge.....None

Choice Change Fee\$10.00

Items Processing Fee.....\$0.29 per item
after 250 in
one month

First 250 deposited items each month are free. Processed deposit items include checks & ACH/Electronic deposited items.

Cash Handling Fee.....\$0.20 per \$100
deposited over
\$7,000 per month

First \$7,000 cash deposits are free each month.

Business Money Market Account

Minimum Deposit to Open.....\$2,500.00

Monthly Service Charge.....\$10.00

The monthly service charge will not be assessed if you maintain an average daily balance of at least \$2,500.

The monthly service charge will also not be assessed if you have an aggregate balance of \$15,000 or more in savings accounts, CDs, and loans in good standing.

Business Choice Checking With Interest Account

Minimum Deposit to Open.....\$2,500.00

Monthly Service Charge.....\$15.00

The monthly service charge will not be assessed if you maintain an average daily balance of at least \$2,500.

The monthly service charge will also not be assessed if you have an aggregate balance of \$15,000 or more in savings accounts, CDs, and loans in good standing.

Choice Change Fee.....\$10.00

Items Processing Fee.....\$0.29 per item
after 250 in
one month

First 250 deposited items are free each month. Processed deposit items include checks & ACH/Electronic deposited items

Cash Handling Fee.....\$0.20 per \$100
deposited per month

First \$7,000 cash deposits are free each month.

The credit union is federally insured by the National Credit Union Administration.
Additional insurance of up to \$250,000 on your savings accounts is provided by Excess Share Insurance Corporation,
a licensed insurance company.

REV 8/1/22

Other Services Fees

Account Research	\$20.00 per hour
<i>One hour minimum.</i>	
ACH Revocation	\$30.00 per item
Check Copies	\$5.00 per check
Check Printing	Price varies depending on style
Check by Phone	\$7.96 per check
Return (Deposited or Cashed) Item	\$20.00 per item
Statement Copy	\$5.00 per copy
Stop Payment	\$30.00 per request

Other Account Fees

Bad Address	\$5.00 per month
<i>60 days after the return mail.</i>	
Dormant Account	\$10.00 per month
<i>Charged after two (2) years and account balance less than \$100.00.</i>	
Escheatment Fee	\$25.00
Inactive Checking Fee	\$5.00 per month
<i>Charged after six (6) months of inactivity and account balance less than \$100.00.</i>	
Legal Order Processing	\$50.00

Additional Services

Business Bill Pay	\$5.95 per month
Cashier's Check	\$3.00 per check
Wire Trasfers	
Domestic Incoming.....	\$15.00 per transfer
Domestic Outgoing.....	\$15.00 per transfer
Foreign Outgoing.....	\$45.00 per transfer

Overdraft Solutions

Overdrawn Balance –\$0.01 to –\$10.00	None
Overdrawn Balance Exceeds –\$10.00	\$30.00 per item
NSF (Non-Sufficient Fee)	\$30.00 per item
Overdraft Protection Transfer	
Fee from Share Account	\$5.00 per day
Overdraft Protection Transfer	
Fee from Line of Credit	None
<i>Interest applied to LOC balance</i>	

ATM/Debit/Credit Card Fees

ATM Transactions	
At Avadian ATMs.....	None
At Shared Branches and IN-Network ATMs.....	None
At Non-Avadian ATMs.....	\$1.00 per transaction
ATM Transfer or Inquiry Fee	
At Avadian ATMs.....	None
At Shared Branches and IN-Network ATMs.....	None
At Non-Avadian ATMs.....	\$0.50
Credit Card Replacement	\$7.00
International Transaction Fee	2% of the transaction amount posted in U.S. dollars

Safe Deposit Boxes

Annual Rental Fee (Varies based on box size)

Please see page 36 for Safe Deposit Box rental rates for the Vernon branch.

SDB Key Replacement	\$25 per key
SDB Drill	\$150.00
<i>Includes lock and 2 key replacement.</i>	

The credit union is federally insured by the National Credit Union Administration. Additional insurance of up to \$250,000 on your savings accounts is provided by Excess Share Insurance Corporation, a licensed insurance company.

SAFE DEPOSIT RENTAL FEE SCHEDULE

SAFE DEPOSIT BOX SIZE	CSB RENTAL FEE
3" x 5"	\$14
3" x 10"	\$23
5" x 5"	\$16
5" x 10"	\$28
10" x 10"	\$56



Overdraft Authorization Form

What You Need to Know About Avadian Credit Union’s Overdraft Solutions

Description of Avadian’s Overdraft Solutions.

An overdraft occurs when you do not have a sufficient available balance in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two ways:

1. We have standard overdraft practices called Courtesy Pay that automatically come with your account.
2. We also offer Overdraft Protection, which allows you to link a savings account or a personal line of credit and may be less expensive than Courtesy Pay. If you enroll in Overdraft Protection, we will attempt to cover an overdraft by transferring to your checking account the amount (or a portion of the amount) from your savings account or personal line of credit. Members who enroll in Overdraft Protection may also be covered by Courtesy Pay in the event the funds are not available in a linked account.

What are the standard overdraft practices that come with my account?

- We will pay checks, Automated Clearing House (ACH) transactions, recurring debit card transactions, Bill Pay transactions, and wire transfers presented against your checking account when you do not have enough money available in your account to cover the transaction(s).
- We will also pay everyday debit card transactions and ATM withdrawals, but only if you authorize expanded Courtesy Pay practices (i.e. provide us with prior authorization, also known as "opting in").

We pay overdrafts at our discretion, which means we **do not guarantee** that we will always authorize and pay any type of transaction. We may permanently or temporarily revoke Courtesy Pay privileges at any time within our sole discretion without prior notice.

If we **do not** authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if Avadian pays my overdraft?

Under Courtesy Pay:

- We will charge you a fee of up to **\$30.00** each time we pay an overdraft. It works like this: We will not charge a fee if your available balance after we cover your transaction is between $-\$0.01$ and $-\$10.00$. We will charge a fee of \$30 if your available balance after the transactions exceeds $-\$10.00$.
- We may charge multiple fees on a single transaction if the transaction is re-presented for payment.

What if I want Avadian to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 888.282.3426, visit avadiancu.com, or complete the form below and present it at our branch, mail it to our Contact Center, P.O. Box 360287, Birmingham, AL 35236-0287, or select the appropriate option on Avadian’s Online Banking.

I do not want Avadian to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I want Avadian to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: _____ Date: _____

Signature: _____ Member Number: _____



*Please complete the other side of this page,
remove it using the perforation, and return to us
using the enclosed business reply envelope.*

Other Important Information About Avadian's Overdraft Solutions

Overdraft Protection - Linking a Savings or Line of Credit Account:

- We will charge you a fee of \$5 per day when we transfer money from your savings account to cover a single or multiple transactions during the day, although we will not make a withdrawal that will bring the balance of your savings account below your membership par value (\$5).
- There is no charge when we transfer money from an established personal line of credit to cover a transaction.

How much will Avadian pay under Courtesy Pay?

We will generally pay overdrafts up to a discretionary limit based on your account history and performance. Your account may become overdrawn in excess of that amount due to fees.

Processing transactions explained.

General Explanation of Check and Debit Card Transactions:

Knowing how money comes and goes from your account is critical in understanding how our overdraft solutions, in particular Courtesy Pay, affect your accounts. It is your responsibility to maintain a record of all outstanding checks, unposted debit card activity, drafts, and ACH payments, as the available balance does not reflect those items.

When you write a check to a person or business, let's say, your landlord, the landlord deposits the check at his or her financial institution. The financial institution credits the landlord's account then submits the check to a clearinghouse, usually the Federal Reserve Bank, which identifies Avadian and passes the check along to us to be paid. Avadian receives the check, matches it to your account and withdraws the specified amount from your account to transfer back to the landlord's financial institution. Though fast, this process is not instantaneous. Many times, there is a lag from the time you write your check to the time the landlord's financial institution delivers the check to Avadian.

Debit cards work nearly the same way. Let's say you pay your landlord using a debit card (not using your PIN). The card network contacts Avadian, and we verify that you have available funds to cover the transaction. We will then authorize or deny the transaction, depending on your available balance (we will get to that in a minute). If you have the available funds in your account, Avadian will place a hold on the amount of the transaction until the settlement file is received, usually a day or two later.

What is the settlement file? The debit transactions still need to be cleared similar to checks. Though the processing network is quick to send and receive our authorization, payment is not posted until the merchant sends in transaction data to Avadian for payment (settlement). Most transactions are sent within days; however, it is important to note that a merchant has up to 180 days to present the item for payment. As mentioned above, the final payment usually takes a few days to be made, at which point the amount of transaction is removed from your account and put into your landlord's account. In summary, just like checks, there is usually a delay from the time you "swipe" your card to the time the merchant sends the final settlement file to Avadian.

Current Versus Available Balances:

To determine whether a transaction may cause an overdraft, it is important to understand that your checking account has two kinds of balances: the current balance and the available balance. Your current balance reflects the full amount of all deposits and payment transactions that have posted to your account. Avadian posts items throughout the day, depending on the type of transaction and the source of the payment. A current balance does not reflect checks that you have written but are still outstanding, or debit card transactions that have been authorized but are still pending.

Your available balance is the amount of money in your account that is available to use. Your available balance is your current balance less: (1) holds placed on deposits, (2) holds on debit card or other transactions that have been authorized but have not yet posted or settled, and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card, and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your current balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item that would overdraw your account based on your available balance may create an overdraft. It is your responsibility to maintain a record of all outstanding

checks, unposted debit card activity, drafts, and ACH payments, as the available balance does not reflect those items. You may check your available balance on our mobile app, online banking, an ATM or ATM Plus, by visiting a credit union branch, or by calling us at 1.888.AVADIAN (1.888.282.3426).

Information Regarding Signature-Based Debit Card Transactions:

When you use your Avadian debit card at a merchant (without using your PIN), the amount is authorized (based on your available balance plus any discretionary Courtesy Pay limit) and then placed on a temporary “hold.” This temporary hold is removed at the sooner of (1) our receipt of a subsequent settlement or posting file or (2) after four processing days. The hold will reduce your available balance, but not your current balance. The removal of a hold after four processing days will increase your available balance, even though you are still liable for the transaction.

The amount on hold is not always the same as the amount that is sent to us for posting. For example, when you use your card at a restaurant, the amount placed on hold may not include the tip. Please keep this in mind when determining if you have enough money to cover subsequent purchases with your card.

With respect to signature-based debit card transactions, the need for Courtesy Pay overdrafts is based on the available balance at the time a debit card authorization request is received by Avadian. If Courtesy Pay fully or partially covers a debit card transaction (signature-based), you will be assessed a Courtesy Pay fee even if you deposit additional funds between the date that Avadian authorizes the transaction and our receipt of the merchant’s final settlement file. The fee will be assessed upon receipt of the settlement file.

Authorize Positive, Settle Negative:

There may be circumstances where Avadian authorizes your signature-based debit card transaction when you had a positive available balance, but by the time the transaction settles, your account is negative. This typically happens when Avadian receives some other transaction between the date of your purchase and our receipt and processing of the settlement file from the merchant. And remember, a merchant has up to 180 days to present pre-authorized debit card transactions for payment (see the settlement discussion above).

If you have authorized Avadian to cover your one-time debit card and ATM transactions (opted-in), you will be assessed a Courtesy Pay fee.

Choosing an overdraft solution.

What happens under our Courtesy Pay Program when there’s not enough money in your account?

You have two options:	Standard Courtesy Pay Practices. This option comes with your account. Avadian may authorize and pay (up to a discretionary limit) your checks, online bill payments, ACH and recurring debit card transactions when you do not have sufficient funds. We will decline your non-recurring debit card transactions and ATM withdrawals.	Or switch to: Expanded Courtesy Pay Practices. If you authorize expanded Courtesy Pay practices, we may also authorize and pay ATM withdrawals and everyday debit card transactions that overdraw your account. If we do, we'll charge a Courtesy Pay fee.
ATM Overdraft	The transaction will be declined, and no fee is charged.	If your available balance after the transaction is –\$10 or less, there will be no fee. If your available balance after the transaction is more than –\$10, you will be charged \$30.
Debit Card Overdraft (unless it is recurring)	The transaction is declined, and no fee is charged.	If your available balance after the transaction is –\$10 or less, there will be no fee. If your available balance after the transaction is more than –\$10, you will be charged \$30.
Online Bill Payment Overdraft	If your available balance after the transaction is between –\$.01 and –\$10.00, there will be no fee. If your available balance after the transaction exceeds –\$10, you will be charged \$30.	If your available balance after the transaction is –\$10 or less, there will be no fee. If your available balance after the transaction is more than –\$10, you will be charged \$30.
Check Overdraft	If your available balance after the transaction is between –\$.01 and –\$10.00, there will be no fee. If your available balance after the transaction exceeds –\$10, you will be charged \$30.	If your available balance after the transaction is –\$10 or less, there will be no fee. If your available balance after the transaction is more than –\$10, you will be charged \$30.
Negative Balance Fee	None	None

Compare options with these examples

Example: You attempt to spend \$25 at the store using your debit card.

Example: You spend \$25 at the store using your debit card.

Your account has \$10.

Your account has \$10.

Your transaction is declined because you do not have enough money in your account.

Your transaction is approved even though there's not enough money in your account.

Your balance remains \$10.

Your available balance decreases to -\$15.

Overdraft fees: \$0

Overdraft fees: \$30

You still have \$10.

You now have -\$45.



Enroll in Overdraft Protection to lower your fees. As explained above, you can link your account to a savings account or personal line of credit. We'll use the money from the linked account to pay transactions that overdraw your account. Other account restrictions may apply.



Maintain your check register. Document each transaction so that you know your balance. If you have directed your vendors to automatically debit money from your account, make sure you understand the timing.



Decline to authorize expanded Courtesy Pay practices. If you previously opted in (i.e., you instructed Avadian to cover one-time debit card and ATM transactions when you do not have enough money), but would like to revoke that authorization and decline expanded Courtesy Pay practices, then you must notify us by calling, visiting a branch, or logging in to online banking and selecting the appropriate option. Courtesy Pay will still apply to checks, ACHs, and bill payments.



For more information about your options, call Avadian Credit Union at 1.888.282.3426 or visit avadiancu.com. For tools to help make your overdraft decision, visit consumerfinance.gov/overdraft.

The credit union is federally insured by the National Credit Union Administration. Additional insurance of up to \$250,000 on your savings accounts is provided by Excess Share Insurance Corporation, a licensed insurance company.

REV 5/2022

*Your Business
Is Always
Our Priority.*





Business Choice Checking Account Features Form

Business Choice Checking. Customize your account to work for your business.

Our Business Choice Checking includes 250 free deposited items per month, up to \$7,000 in cash deposits per month with no fee, free notary service and more. Plus, it gives you the option to add features (two of your choice below), so you can tailor your checking to the way you use it.

Business Choice Checking with Interest. Build up your balance.

Our Business Choice Checking with Interest account comes with all the features of our Business Choice Checking but affords you the opportunity to earn interest monthly.¹

Select your 2 additional features:²

- 25% Discount on business checks (one time per year)
- ATM Refunds Nationwide³
- Bonus rate on new Certificates of Deposit (Excludes CD Specials. Choice cannot be changed until maturity of CD.)
- Free Bill Pay
- No issuance fees on Cashier's Checks (limit 3 per month)
- Free Incoming/Outgoing Domestic Wire Transfers (limit 2 per month)⁴
- Additional 250 items processed per month (total of 500 free items)
- Additional \$3,000 per month in cash deposits with no fee (total of \$10,000 cash deposits per month)

See your new Avadian account # on enclosed letter.



Signature: _____ Date: _____ Account: _____

¹Contact us for terms and fees associated with this account.

²You must maintain an active Business Choice Checking account to take advantage of your selected choices. Terms and conditions are subject to change.

³Avadian will rebate ATM transaction fees assessed by Avadian for using another financial institution's ATM and transaction fees assessed by the host owner of the ATM up to \$10.00 per month. In order to receive credit for the ATM transaction fees, the receipt with the fees listed must be submitted to Avadian within 90 days of the transaction date to Avadian Credit Union, Attention: Member Service, P.O. Box 360287, Birmingham, AL 35236-0287 or hand delivered to any Avadian branch. The transaction fees will be deposited to the Business Choice Checking account within 30 days of receiving the transaction receipt(s). Transactions include inquiries, transfers and withdrawals from savings and checking.

⁴We also offer international wire transfers for businesses only. See fee schedule for details.

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The credit union is federally insured by the National Credit Union Administration.

Additional coverage up to \$250,000 provided by Excess Share Insurance Corporation, a licensed insurance company.



*Please complete the other side of this page,
remove it using the perforation, and return to us
using the enclosed business reply envelope.*

Questions? Notes? Jot them down here:

LOCATIONS

Chelsea – Birmingham

15660 Highway 280
Chelsea, AL 35043
205.678.7797 • 1.888.282.3426

Colonnade – Birmingham

3439 Colonnade Pkwy
Birmingham, AL 35243
205.967.2993 • 1.888.282.3426

Gardendale – Birmingham

405 Fieldstown Road
Gardendale, AL 35071
205.631.2455 • 1.888.282.3426

Greystone – Birmingham

420 Old Highway 280
Birmingham, AL 35242
205.437.3696 • 1.888.282.3426

Helena – Birmingham

4849 Highway 52 W.
Helena, AL 35080
205.621.4262 • 1.888.282.3426

Homewood – Birmingham

475 Green Springs Highway
Birmingham, AL 35209
205.942.9977 • 1.888.282.3426

Hoover – Birmingham

4720 Chace Circle
Birmingham, AL 35244
205.989.5220 • 1.888.282.3426

Hueytown – Birmingham

148 River Square Plaza
Hueytown, AL 35023
205.491.6217 • 1.888.282.3426

Midtown – Birmingham

101 20th St. S.
Birmingham, AL 35233
205.252.8024 • 1.888.282.3426

Pelham – Birmingham

3016 Pelham Parkway
Pelham, AL 35124
205.620.2332 • 1.888.282.3426

Trussville – Birmingham

2150 Gadsden Highway
Birmingham, AL 35235
205.661.9712 • 1.888.282.3426

Dothan

2378 W. Main St.
Dothan, AL 36301
334.702.8759 • 1.888.282.3426

Dothan SAMC

1091 Ross Clark Circle
Dothan, AL 36303
334.702.8741 • 1.888.282.3426

Geneva

309 W. Maple Ave.
Geneva, AL 36340
334.684.2241 • 1.888.282.3426

Huntsville South Parkway

3301 Memorial Parkway S.W.
Huntsville, AL 35801
256.536.5626 • 1.888.282.3426

Madison

8566 Madison Blvd.
Madison, AL 35758
256.774.3988 • 1.888.282.3426

Mobile

809 Downtowner Blvd.
Mobile, AL 36609
251.343.2027 • 1.888.282.3426

Vernon Downtown

104 Columbus Ave. N.E.
Vernon, AL 35592
205.695.9162 • 1.888.282.3426

Vernon Main

315 Columbus Ave. N.W.
Vernon, AL 35592
205.695.9162 • 1.888.282.3426

Member Services

1.888.AVADIAN • 1.888.282.3426

Telephone Banking

1.800.874.1394

Services and rates described herein are periodically changed and/or deleted. Avadian Credit Union's participation with any enterprise is only an attempt to provide a service to its members and has no responsibility for transactions between said enterprise and members.

All loan rates quoted as Annual Percentage Rates and all deposit rates quoted as Annual Percentage Yields are subject to change.

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(1.888.282.3426)

This credit union is federally insured by the
National Credit Union Administration.

Additional insurance of up to \$250,000 on your savings accounts
is provided by Excess Share Insurance Corporation,
a licensed insurance company.



We are an Equal Housing Opportunity Lender.



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