

MEMBERSHIP AND ACCOUNT AGREEMENT

INTRODUCTION

This Membership and Account Agreement, combined with any Disclosures and Fee Schedules that we provide you now or in the future, are considered to be one whole agreement and are referred to as **"this Agreement."** This Agreement explains the rules that govern your Account and Account services with us. Your relationship with us is also governed by state and federal laws, which may change in the future. Those laws are too large and complex to be reproduced here. The purposes of this Agreement are to: (a) summarize the rules that will apply to common transactions between you and us; (b) establish rules to govern transactions that are not regulated by state or federal law; (c) establish variations that will apply to certain rules, events or transactions as permitted by Applicable Law; and (d) provide you with certain Disclosures and information regarding our Policies as required by Applicable Law. Please read this Agreement carefully and retain it for your records and future reference.

MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT -- GENERAL TERMS AND CONDITIONS

Terms, Conditions and Limitations of Your Relationship with the Credit Union: Your relationship with the Credit Union is governed by (a) this Agreement; (b) Applicable Law; (c) the Credit Union's Bylaws, Policies and Procedures (which are available to you on your request); and (d) the terms and conditions contained in any other separate agreements and disclosures we may provide to you in the future. This Agreement governs all Accounts and Account services you have with, or receive from, the Credit Union, now or in the future. This Agreement is binding on each Account Owner, as well as that Account Owner's heirs, successors, assigns and any other person claiming any right or interest under or through any of those persons.

By signing a Signature Card or using any Account or Account services after you receive this Agreement (or receive notice that this Agreement is available or notice of any change in its terms), you, jointly and severally, agree that (a) you understand and will be bound by the terms and conditions contained in this Agreement, including future changes to this Agreement; (b) you will abide by Applicable Law, the Bylaws, the Policies, and any other separate agreements between you and the Credit Union, all of which may be changed in the future; (c) any change in this Agreement, Applicable Law, the Bylaws, the Policies, or other agreement will be immediately effective unless we notify you of another effective time or Applicable Law requires another effective time; and (d) Applicable Law will govern your entire relationship with the Credit Union despite any other general or specific terms or conditions contained in this Agreement, the Bylaws, the Policies, or any other separate agreements between you and the Credit Union.

We may change or delete any term of this Agreement or add new terms at any time in our sole discretion. We will give you reasonable notice in writing as provided herein or by any other method as required by Applicable Law. If a change does not adversely impact you in any way, we have no obligation to notify you of such changes in advance. We may immediately implement changes required by Applicable Law or to protect the security of your Account or our systems. Even though a reasonable time may be shorter, you agree that notice is deemed reasonable if given by us thirty days in advance of the change. Your continued use of the Accounts after any change is consent to be bound by such change, deletion or addition.

Rules governing changes in interest rates are provided separately in the Truth-in-Savings Disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and formal notice requirements of those laws or regulations.

General Definitions: In this Agreement, the plural form of a word also means the singular, and vice versa. The terms defined in this paragraph have the following meanings when used in this Agreement: **"you"** or **"your"** mean the person or entity in whose name the Account was opened and everyone who signs any Signature Card or is authorized to make any transaction involving the Account as provided in this Agreement or by Applicable Law, including any Account service. **"Credit Union," "we," "us," "our,"** or **"ourselves"** means WeStreet Credit Union. **"Access Device"** means any card, electronic access device, or any codes, passwords or personal identification numbers ("PINs") that we issue to allow you to access or use any Account or other service. With regard to online or Internet transactions, Access Device also means any computer, smart-phone or other hardware used to make or process a transaction. **"Account"** means any one or more shares or other types of accounts offered by the Credit Union in which you have an ownership interest or as to which you are an Authorized User. **"Account Owner"** or **"Owner"** means each person that has an ownership interest in the Account as designated in the Credit Union's records. **"ACH"** means Automated Clearing House. **"Applicable Law"** means all federal, state and local laws, rules and regulations that apply to or govern any Account or any Account service or your relationship with the Credit Union. Applicable Law includes the Controlled Substances Act (18 U.S.C. § 801 et seq.). **"ATM"** means automated teller machine. **"Authorized Use"** means any access, withdrawal, or transaction made to or from an Account, or any use of an Account service by an Authorized User. **"Authorized User"** means any person who has actual, implied or apparent authority, or to whom any of you or the Owner has at any time given any information, Access Device or documentation that enables such a person to access, withdraw, make transactions to or from an Account, or to use an Account service. This definition will be construed broadly and includes without limitation all users acting under a written document such as a power of attorney. **"Bylaws"** mean the Credit Union's Bylaws. **"Check"** means check (share draft), draft, electronic image, or other negotiable instrument, including substitute checks deposited to or debited from your Account including withdrawals. **"Checking Account"** or **"Checking"** means your share draft account. **"Disclosures"** means, collectively, the Electronic Funds Transfer Disclosure and Agreement, Truth in Savings Disclosure, Deposit Availability Policy Disclosure, Privacy Policy Disclosure, What You Need to Know about Overdrafts and Overdraft Fees, and any additional disclosures or schedules that may be provided to you from time to time, all of which are incorporated by reference into this Agreement. **"Policies"** means the Credit Union's policies and procedures, now and in the future. **"Signature Card"** means the Membership Application Signature Card. **"Debit"** means any form of request that we pay money from your account to you or another person or entity, including, but not limited to, Checks, ACH transactions, debit card transactions, ATM withdrawals, over-the-counter withdrawals, electronic fund transfers, internet banking transfers, wire transfers, telephone transfers, and bill pay transfers. **"Credit"** means any form of transfer that increases the amount of money in your account, including deposits or other credits to your account. An **"Overdraft"** occurs whenever there is not enough money in your account, as determined by your **"Available Balance"** (as defined herein), to pay a debit that is presented to us, and we decide to pay (cover) the debit and charge it against your account. **"Non-sufficient funds ("NSF")"** event occurs whenever there is not enough money in your account, as determined by your Available Balance, to pay a debit that is presented to us for payment and we decide not to pay (cover) the debit, but, instead, return the debit to the person or entity that presented the debit to us for payment (a **"Returned Item"**). **"Item"** means either a debit, a credit or both as the context requires. **"Overdrawn"** means that your account balance is less than zero.

Balance Computation Methods

"Available Balance" is the total amount of funds in your Checking Account less holds on deposits and less ATM and everyday debit card authorizations not yet presented for payment. Holds on deposits ("Holds on Deposit") include check or account holds, such as but not limited

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to, garnishments or levies or pursuant to our Deposit Availability Policy. This means that your Available Balance is reduced by any pending ATM and everyday debit card transactions and Holds on Deposit. We authorize Overdrafts or not using the Available Balance. We charge Courtesy Pay or Overdrawn Fees based on your Adjusted Available Balance (as defined below). On your statement: (i) an Overdrawn Fee is described as "Withdrawal Overdrawn" and is accumulated in the "Fees Paid Detail" under "Return Item Fees"; (ii) a Courtesy Pay Fee is described as "Withdrawal Courtesy Pay Fee" and is accumulated in the "Fees Paid Detail" under "Overdraft Fees"; and (iii) Courtesy Pay Fees and Overdrawn Fees are shown in the "Withdrawals and Other Charges" section as a "Withdrawal Fee."

Pending Card Transactions: In addition, your Available Balance may not reflect all of your pending ATM and everyday debit card transactions. For example, if a merchant obtains an authorization but does not submit the debit card transaction for payment within three (3) business days after the authorization is given, we may increase your Available Balance by the amount of that authorization. This means your Available Balance will no longer reflect the pending transaction until the transaction has been received by us and posted to your Account. Although clearing times for debit card transactions range from 0-5 days, merchants choose the system by which they process their transactions and how frequently they do so (often a decision based on the lowest cost to them). The Credit Union has no control over how and when transactions are presented to us to be paid. Even though we may increase your Available Balance when a merchant does not submit the transaction for payment within 3 business days, the obligation to the merchant still applies. The time period for authorizations may be different for certain types of merchants. You should track your authorized transactions to determine if any are outstanding which are not reflected in your Available Balance.

Pending Card Authorizations: Merchants may request authorization for pending debit card/electronic transactions. The merchant determines the amount of the authorization. We have no control over the requested amount. In some cases the merchant will request an authorization in amounts in excess of your ultimate actual purchase amount. In other cases, the requested authorization may be less than the actual purchase amount ultimately charged against your account. These authorizations also reduce the Available Balance for subsequent debits. Failing to account for outstanding authorizations may cause your Account to become overdrawn and fees assessed. If an item is presented without a sufficient Available Balance in your Account to pay it, we may, at our discretion, pay the item (creating an Overdraft) or return the item (Return Item). The Credit Union does not have to notify you prior to paying an item, regardless of the availability of funds. We encourage you to keep careful records of all transactions (debits & credits) and practice good account management.

Authorization Amounts of ATM And Everyday Debit Card Transactions: If you have given us your affirmative consent for ATM and everyday debit card transactions using Courtesy Pay, we will authorize Overdraft amounts based on your Available Balance in your Checking Account and up to your approved Courtesy Pay amount. ATM and everyday debit card authorization amounts are based on your Available Balance and funds available with Courtesy Pay at the time of the transaction and are not based on funds available in either a NuPal line of credit or Transfer Account. However, when presented, those transactions will be paid from available funds in the following order: (a) Available Balance in the Account; (b) NuPal; (c) Overdraft Transfer Account; and (d) Courtesy Pay.

"Adjusted Available Balance": We take your Available Balance less any Holds on Deposit to determine an adjusted available balance, ("Adjusted Available Balance"). This means the Adjusted Available Balance does not include pending transactions or transactions not yet presented for payment but does include Holds on Deposit. We use this Adjusted Available Balance when paying or returning transactions and when determining the fees associated with the transaction.

EXAMPLES: The following are examples of how we pay Overdrafts assuming this account has affirmatively opted-in for everyday debit card transactions using Courtesy Pay:

Example 1: Your Adjusted Available Balance and Available Balance are both \$75. You then swipe your debit card at the grocery store; an authorization for your purchase is given for \$25. The \$25 transaction is now authorized. Since we are obligated to pay the merchant, even if your checking account is negative at the time the transaction is presented to us by the merchant, we will reduce your Available Balance by the amount of the authorization which is \$25. Your Adjusted Available Balance would still be \$75 because this transaction has not yet posted, but your Available Balance would be \$50 because you have authorized a \$25 payment to the grocer. When the merchant submits the request for payment, your Adjusted Available Balance will be reduced by the amount of the posted transaction and both your Adjusted Available Balance and Available Balance will be \$50, provided additional charges have not been made.

Example 2: Your Adjusted Available Balance and Available Balance are both \$100. You use your debit card for a \$70 purchase, the merchant requests an authorization for \$70. Your Available Balance is now \$30. Your Adjusted Available Balance is still \$100. Before the merchant sends the transaction to us for payment, a \$55 check you wrote clears your checking account. Your Adjusted Available Balance is now \$45, and your Available Balance is negative \$25. We do not charge the fee based on this Available Balance. Rather, we charge it based on the Adjusted Available Balance. When the merchant requests payment for the \$70 debit card transaction, your Adjusted Available Balance of \$45 no longer has sufficient funds to cover it. When we pay the \$70 transaction your Adjusted Available Balance becomes negative \$25. This will result in a Courtesy Pay Fee for the \$70 transaction even though your Available Balance was sufficient at the time the authorization for the transaction was approved.

"Current Balance": Your current balance ("Current Balance") is the total amount of money in your Account. The Current Balance does not take into account outstanding transactions authorized by you or Holds on Deposit. Balances shown on your statements will always be the Current Balance. Unless otherwise noted, the balances listed in online banking and mobile will also be your Current Balance."

Compliance with Laws and Restricted Transactions: You agree (a) to comply with Applicable Law; (b) that you will not use any Account or Credit Union service, including (but not limited to) loans, to make or facilitate any illegal transaction as determined by or otherwise prohibited by Applicable Law; and (c) that any such use will constitute a breach of this Agreement. Certain Applicable Laws or third-party service providers' rules may limit or prohibit certain transactions, such as (but not limited to) those coded as possible gambling transactions. We may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under Applicable Law, or that is otherwise limited or prohibited, including (but not limited to) any transaction involving or relating to any gambling activity.

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You understand and agree such limitations or prohibitions may not be within our control and that we will not have any liability, responsibility or culpability whatsoever for any such use by you or for declining to accept, process or pay any such transaction.

Account Opening Information: Federal law requires us to obtain, verify and record information that identifies each person who opens an Account in order to help the government fight the funding of terrorism and money laundering activities. When you open an Account, we will ask for your name, street address, date of birth and other identifying information or documentation. We may also use a consumer reporting agency or other third-party service to help authenticate your identity.

Credit Reports, Membership-Account Eligibility and Other Credit Union Services: You authorize us to make inquiry to determine your employment history and to obtain information concerning any of your accounts with other institutions and your credit history, including consumer credit reports. We will use this information (a) to verify your eligibility for membership, any Account, service or loan product; (b) to establish, and to determine increases or decreases in, services or credit limits; and (c) as needed to comply with any Applicable Law. This authority applies to any Account, Account-related service, loans or other financial products you request or that we may offer or make available to you. Additionally, you authorize us to make such inquiries and investigations as we deem necessary in handling the collection of credits outstanding on your Account. **NEGATIVE INFORMATION NOTICE:** We may also report information concerning your Account and credit to others, including credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

Taxpayer Identification Numbers (TIN) and Certification and Identification: Pursuant to the Signature Card used to open your Account with us, you provided a certification regarding the accuracy of your taxpayer identification number and whether your Account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all Accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics.

Bylaw Par Value Requirements: The par value of a membership share must be fully paid to become a member of, or maintain membership in the Credit Union, or to receive and maintain any Account or service from or with us and must be paid into and retained in your primary savings account.

Nature of Dividends: Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Therefore, dividends are not guaranteed.

National Credit Union Share Insurance Fund: The shares and deposits in your Account are federally insured by the National Credit Union Share Insurance Fund.

Primary Member: The primary member (the "Primary Member") is the member whose name appears first in the Credit Union's records for the Account. The Primary Member is the Account Owner who qualifies for membership, and has voting privileges, in the Credit Union, subject to the Bylaws.

Individual Account: An individual Account is an Account that has only one Owner. If the Owner of an individual Account dies, subject to Applicable Law, the Owner's ownership interest in the Account passes to either (a) the Owner's estate; (b) the Owner's payable-on-death (POD) beneficiary; or (c) the Owner's trust beneficiary.

Multiple Party Accounts: A multiple party Account (which is known as a "Joint Account") is an Account that has two or more Owners. Any or all Owners of a multiple party Account can make deposits or withdrawals regardless of contributions. Each Owner guarantees the signature of all other Owners and appoints all other Owners as agents. We may accept orders, instructions and requests for future services from any Owner, which will be binding on all Owners. Any individual Owner of a multiple party Account may withdraw funds, stop payment on credits or transactions (regardless of who ordered the payment), transfer or pledge to us all or any funds in the Account and block, terminate or discontinue any transaction or service without the consent of any other Owner. We have no obligation to notify any other Owner of any actions, orders or instructions taken or given by any Owner. Each Owner is jointly and severally liable for all returned credits, overdrafts and other obligations owed to us as a result of any transaction on a multiple party Account, regardless of the drawer, user or Authorized User who orders or causes such transaction.

Rights of Survivorship: Unless specifically designated otherwise, all Owners of a multiple party Account agree that it is their intention to create a joint tenancy with the right of survivorship (a form of ownership) in that Account. Each Owner of a multiple party Account agrees that if one or more of the Owners dies, his or her interest in the Account will pass to the remaining Owners.

Joint Accounts or Services: If our application of our policies or remedies affects any Accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be: (a) removed; (b) the Account be closed and then a new account may be reopened absent the affected party; or (c) the restrictions may be applied to the Account or service. We have no obligation to provide any specific information regarding the basis for acting under this section to any other Owners.

Member Organization or Business Accounts: For Accounts held in the name of a member, organization, or association for business purposes, the Account Owner agrees to inform us of the Authorized Users who are authorized to transact business on behalf of the business or organization in a certified corporate resolution acceptable to us. The persons identified in the resolution will be authorized to contract and otherwise act on behalf of the entity identified. We may rely on the resolution and any corresponding Signature Card until such time as we are informed of changes in a written document signed by any Owner, or any person authorized to bind the business or organization that is actually delivered to and received by us along with a new Signature Card. We may require that third party Checks payable to an organization or business be deposited to the specific organization or business Account rather than being cashed. Further, if a resolution or Signature Card identifies the Owner as a business or organization of any type, or if we determine that any Account is used for any business or organizational purpose, we will designate that Account as a "business account" and we may subject that Account to additional fees or other requirements.

Minors' Accounts: For any Account established by or for a minor, we reserve the right to require the minor Account to be a multiple party Account with an Owner who has reached the age of majority under state law and who will be jointly and severally liable to us for any returned credits, overdrafts, unpaid charges or amounts on such Account. We may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an Account Owner, the guardian or parent will not have any right to access the Account other than in a custodial capacity. We have no duty to inquire about the use or purpose of any transaction.

Representative Payee, VA Fiduciary and Other Government Fiduciary Accounts: A representative payee or fiduciary account is an account

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for the benefit of a person (the "Beneficiary") that another person has been designated as the representative payee or fiduciary (fiduciary") of the account to act on behalf of the Beneficiary. The fiduciary agrees to be bound by the terms of this Agreement and to furnish us, upon request, a copy of the written Social Security Administration ("SSA"), Veteran Affairs ("VA"), or other authorization designating the fiduciary and such other documents and authorizations as we deem necessary or appropriate. In opening and maintaining a fiduciary Account, we act only as a depository for the Beneficiary's funds, and we are under no obligation to act as a fiduciary or to inquire as to the powers or duties of the fiduciary. The fiduciary agrees that he or she is liable to us for any obligations incurred by any actions dealing with the Account and agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the fiduciary.

Special Accounts: Based on certain conditions and requirements, we may allow a member or an eligible member to open an Account following the instructions of a court order, such as a guardianship Account or an estate Account. We may require one or more certified court orders, as well as certain indemnifications, before or after opening any such Account. We will not give legal advice; and we will not monitor any deposits or withdrawals to or from any such Account unless we are required by a court order to do so. We may refuse to honor any instruction regarding the Account if we believe that we may be exposed to claims, liabilities, lawsuits, expenses and we may require a bond, court order or further indemnifications.

Trust Accounts: If we are asked to open an Account for, or provide services to, a trust, we may require any settlor or any trustee of the trust to provide to us a summary or memorandum of trust, a trust certificate, or other agreement, certificate, document or instrument as we may deem necessary or appropriate, any of which may include an indemnification agreement in favor of us. All persons associated with the trust agree that we will not be liable to them in connection with opening or maintaining the trust Account based on the information provided in the trust documents furnished to us. The trust Account will be owned by the trust and managed by the trustee. We will not act as a trustee nor are we under any obligation to investigate the duties or powers of any trustee. We may rely on the direction of any one trustee with regard to any transaction or instruction and we reserve the right to require the written consent of all trustees. The trustee agrees to notify us in writing of any changes in the terms and provisions governing the trust or any changes in trustee. We may rely on the instructions of any trustee until we have actual knowledge (and a reasonable opportunity to act on that knowledge) that the trust has been modified, revoked or terminated or a trustee has resigned or been removed. The trust and the trustee agree to hold us harmless from any liability, claim, damage or loss resulting from any act or failure to act by the trustee or any former trustee.

Deposits to Your Account and Instruments Paid or Cashed: Funds may be deposited to any Account in any manner that is acceptable to us. You will not deposit proceeds of activities which are not permitted under Applicable Law. All deposits accepted by us are subject to verification. You should retain a copy of your receipt or other documentation that evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other documentation that evidences your deposit. We reserve the right to make adjustments to your Account upon verification of your deposit or for computational or other errors related to your Account.

Indorsements: You authorize us, at our discretion, to accept transfers, Checks and other credits made payable to you for deposit into your Account, whether or not you have indorsed the Check or other credit. You authorize us to supply any missing indorsements for you and further agree to indorse all credits pursuant to any Applicable Law. Deposit of a check payable to you and deposited into your account will be deemed to have been indorsed by you.

Substitute Checks: A substitute Check is a paper reproduction of an original Check that conforms to the requirements of the Check Clearing for the 21st Century Act, commonly referred to as the "Check 21 Act." You agree not to deposit any substitute Check or similar credit that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute Check or credit. We may pay any substitute Check, even if there is an error or defect that occurs in the creation or transmission of the substitute Check.

Electronic Checks: An electronic Check is created when you authorize the conversion of your Check to an electronic credit for processing. When you (or any person with proper authority) authorize any electronic Check, you agree (a) that we may pay the credit as submitted to us; (b) that you will be solely responsible for all information transmitted regarding such credit including (but not limited to) the payee, the amount of the credit, and indorsements or the lack of any indorsement; and (c) to indemnify us for all losses we incur in connection with any such electronic Check.

Collection of Deposits: In handling deposits to your Account, we act only as your agent for collection and we assume no responsibility beyond the exercise of ordinary care. By signing the Signature Card or using any Account or service, you waive your rights to notice of non-payment, dishonor or protest regarding all credits presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling a credit are effective only if made in writing and given to us separately along with the credit in question. We will not be liable for any default or negligence of correspondents or for loss in transit and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored credits (including re-presentment), and in so doing we may permit the payor financial institution to hold a credit beyond the midnight deadline. Credits that we present or re-present may be truncated or converted to an electronic or other format. If a credit is not paid, you are fully responsible for any loss we may incur in seeking to collect the credit for you.

Direct Deposits: If a direct deposit is made to an Account that should have been returned to the U.S. Government for any reason, you authorize us to deduct the amount of our liability to the U.S. Government from the Account or from any other Account you have with us, without prior notice and at any time, except as prohibited by Applicable Law. We may also use any other legal remedy to recover the amount of our liability.

Multiple Payees: Unless a Check or other instrument expressly indicates that it is payable to conjunctive payees, or if there is any ambiguity about multiple payees, we will treat the instrument as being payable in the alternative. For example, a Check payable to "A and B" is a conjunctive instrument, and will be paid only to the order of A and B. Examples of situations that are not expressly conjunctive or are ambiguous include (but are not limited to) a Check (a) payable to "A or B"; (b) payable to "A, B"; (c) payable to "A/B"; and (d) where A and B are listed on separate lines. In such cases, we will treat the instrument as being payable in the alternative (to the order of either A or B).

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Final Payment: All Checks, deposits, ACH transfers or other transfers credited to your Account are subject to our receipt of final payment. Deposits payable in a foreign currency will be converted to U.S. dollars at the then-current rate and we may give you provisional credit for all or part of the amount deposited. If we do not receive final payment, without further notice to you, we may charge your Account for the amount of such credits or transfers and impose all fees or charges contained in the Fee Schedule. Deposits or transactions received after the time we close for business on a day we are open, received after we open our night depository or received on a day on which we are closed for business will be treated as if received on the next business day that we are open. We are not responsible for transactions by mail or night depository until we record them.

Transactions from Your Account: Generally, you may withdraw or transfer funds from your Account at any time, subject to the limitations contained in the Deposit Availability Policy Disclosure in effect at the time of the funds were deposited in your Account. For non-transactional accounts not covered by the Deposit Availability Policy Disclosure, you may ask us when the funds will be available for withdrawal or transfer.

Payment Order of Your Transactions: To assist you in handling your Account, we are providing you with the following information regarding how we process the items that you authorize. When processing items on your Account, we process them as we receive them. ATM and debit card transactions are paid in the order they are presented. Transactions conducted in person (such as a withdrawal at one of our locations or a shared branch) are generally paid at the time they are conducted. We commonly receive items to be processed against your Account multiple times during the day in "presentation files." Each presentation file that we receive commonly contains a large number of a specific type of item (Check, ACH or ATM/Debit Card transactions). It is common for each of these presentation files to contain multiple items to be processed. When we receive multiple items at once, we process the items in the following order: Credits are posted first and then Debits. Checks are paid in order of dollar amounts, lowest to highest; ACH items are posted by settlement date. **Why this is Important to You:** The order in which items are paid is important if there is not enough money in your Account to pay all of the items that are presented. If an item is presented without sufficient funds in your Account, we may, at our discretion, pay the item as an Overdraft (creating an Overdrawn Account) or return the item for insufficient funds. We may impose a fee (as described in the Fee Schedule) for any Overdraft or Return Item.

Multiple Presentments: We may return debits (submitted for payment by a merchant or entity against your Accounts) if the amount of the debit exceeds the Available Balance in the applicable Account. Each time we return a debit for insufficient funds, we will assess an Overdrawn Fee (as described in the Fee Schedule) for each returned debit item. The merchant or entity that submitted the debit may submit another debit to us even if we have already returned the prior debit for insufficient funds in the Account and even if we already charged you an Overdrawn Fee. If the resubmitted debit again exceeds the funds available in the Account, we will again return the debit, resulting in an additional Overdrawn fee. Thus, you may be charged multiple Overdrawn Fees in connection with a single debit that has been returned for insufficient funds multiple times. The reason for this is that when you authorize a merchant to process a payment from your Account that merchant may present the transaction multiple times and in various ways when payment is declined for insufficient funds or otherwise. There is no way the Credit Union can identify such actions by the merchant you authorized.

You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with "code" transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you. Any item or transaction can be presented for payment multiple times, which is beyond our control. Each presentment will be charged a separate fee even though it may be for a repeat presentment.

Restrictions on Withdrawals from All Accounts: We may refuse to allow or process any transaction in certain circumstances (and we will notify you when required by Applicable Law). Circumstances in which we may refuse to allow or process a transaction include (but are not limited to) those in which (a) there is a dispute between Account Owners or with us; (b) a legal garnishment, attachment or levy is served on us; and (c) we have not been provided any documentation that we require. Under certain conditions, we also may refuse to allow or process a transaction if the Account is subject to our right of offset for, or secures, an obligation owed to us or you are delinquent or fail to pay a loan or any other obligation owed to us when due. In the event of a dispute between us respecting the balance in the Account, we may refuse to recredit the Account until the dispute is resolved, including by court proceedings. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your Account or refusing to recredit the Account for these reasons.

Check Processing: Because of the nature of the check collection and processing system, neither the Credit Union nor any other processing entities will be responsible for verifying the authenticity of any Check, including any signature or indorsement, or for detecting any alteration of a Check. As a result, Checks, when presented, will be paid without verification. We may disregard all information on, or any writing or memorandum attached to, any Check except for your signature, the amount, and the information that is magnetically encoded. You agree that we have not failed to use ordinary care because our Policies do not provide for sight examination. You will notify us immediately if you learn or have reason to know that any of your unused checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem because of the quality of your Check, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices. **Check Copies:** you understand that, when paid, your original Check becomes property of the Credit Union and may not be returned to you. If you request us to provide you with an original Check or sufficient copy, we may provide a copy or an electronic image of the original Check. We may charge you a fee (as contained in the Fee Schedule) for each item you request and for research.

Temporary Authorizations for Amounts in Excess of Transactions: To facilitate certain electronic transactions that you make, the merchant may request a prior authorization before accepting the payment. We can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to ensure that sufficient funds are available in your Account at all times to cover the transactions you make – including the amount that may be subject to these authorizations. Under the rules of various processing networks (such as Visa or MasterCard), a merchant or retailer may obtain authorization in excess of your transaction amount. For example, a hotel or car rental merchant may hold up to three times the total estimated amount of your actual hotel stay or car rental. This is deemed to be an "authorized amount" by you and will not be available via your Account until after your bill is settled with the merchant or retailer. This may cause your Account to have insufficient funds available when you want to make another transaction or want us to pay another item. Even if your bill is satisfied with another form of payment, the authorization may continue to affect your Available Balance as originally authorized by you for these time periods.

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Postdated Checks: You agree not to issue any Check payable in the future (a postdated Check). If you issue a postdated Check, we may pay it prior to the future date and we will have no liability to you or any other party to the instrument if we do so. We also have the right to return any postdated Check, whether presented to us as a cash item or as a collection item.

Stale Checks: We are not obligated to pay any Check drawn on your Account that is presented more than 6 months past its issue date; however, we have no liability to you or any other party to the instrument if we pay the Check in good faith.

Authorized Signature: We will not be liable for refusing any order or item if we believe in good faith that the signature on that order or item is not genuine. We are authorized to honor any transactions initiated by a third person to whom you provide your Access Device or other Account access information. Also, you authorize the use of facsimile signatures and electronic signatures under Applicable Laws.

Additional Terms, Rates and Conditions: For additional terms, rates and restrictions that may apply to your Account please refer to the Disclosures appended to this Agreement along with any separate agreements that may be given to you now or in the future. We reserve the right, at any time, to require not less than 7 days' written notice before each withdrawal from an interest-bearing account other than a time deposit or from any other "savings account" (as defined in the Federal Reserve Board's Regulation D). In addition, for Individual Retirement Accounts (IRAs), please refer to your plan documents for restrictions, penalties assessed by the IRS, and withdrawal limitations. Consult your own tax advisor for details and advice.

Account Access:

Access to Account Information: All Account Owners, borrowers and Authorized Users may have access to all of the information you provide to us or that we gather and maintain regarding our relationship with you and may provide authority to others. This includes (but is not limited to) information regarding transactions, Account history, your loan relationships with us, and other information relating to or arising with regard to any of your Accounts, loans or other services with us. We use a consolidated statement that includes all of the information for your Accounts, Account services, loans and all other services with us. We are authorized to send or provide a consolidated statement jointly or individually to any individual Account Owner or borrower even though every person receiving the consolidated statement may not be Account Owners or borrowers on all of the Accounts or services addressed in the statement.

Authorized User: We will treat all withdrawals, transfers and transactions made by any person to whom you have at any time provided the authority or the means to access your Account or other services as being authorized by you. We will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions. If you authorize anyone to use your Access Device that authority will continue until you specifically revoke it by notifying us in writing or as required by Applicable Law. If we, or any of our agents, contact you regarding any transaction and you verify the transaction, we will rely on your verification and we will treat any such transaction as being authorized by you.

Sharing Information with Other Persons, Co-Borrowers, Co-Signers and Guarantors, Owners of Collateral Pledged and Others: We may share information regarding your obligations with us, or collateral pledged to secure any obligations you owe to us, if we receive a request we in good faith believe to be related to any related obligations, refinances, sales, trades, transfers, exchange or transactions. Also, we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential "pay-offs" and information to process payments. To expedite the matters for your benefit, we may rely on the representations made to us by a third party, and our duties to you do not require us to investigate or document a request for such information. When you give another party access to your Account or Account information, we have no liability or obligation for any errors, claims or losses of any type or nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your Accounts or personal information.

YOUR DUTY TO EXAMINE STATEMENTS AND REPORT PROBLEMS

What Are Problems, Errors and Unauthorized Transactions or Fees: Problems, errors and unauthorized transactions include suspected fraud; missing deposits; unauthorized electronic transfers; missing, stolen, unauthorized Checks or other withdrawal orders; Checks or other withdrawal orders bearing an unauthorized signature, endorsement or alteration or are counterfeit; illegible images; encoding errors made by you, us or third parties; and erroneous, contested or duplicate fees or charges. This is not a complete list.

Your Responsibility: If you find that your records and ours disagree, if you suspect any problem, error or unauthorized transaction on your Account, or you do not receive a statement when expected, call us immediately at the number for customer service on your statement. If you have a multiple party Account, we will provide a periodic statement to only one of the Account Owners. If you fail to notify us in a timely manner, your rights may be limited.

You must exercise reasonable control over your statements, checks, deposit slips, indorsement and signature stamps, debit and ATM cards, PINs, and other Access Devices. It is your responsibility to keep them safe and secure and to promptly discover and report if any of them is missing or has been compromised in time to prevent misuse or continued misuse. You assume full responsibility for monitoring and reviewing the activity of your Account.

As permitted by Applicable Law, we may deny a claim for losses because of forged, altered or unauthorized transactions, items or signatures if you do not guard against improper access to your checks, statements, deposit slips, indorsement and signature stamps and Account information. We may also deny your claim if you do not monitor your Account and report problems to us.

If you report to us or make a claim against us in connection with a problem, error or unauthorized transaction or fee on your Account, we may require you to confirm the report or claim in writing. We reserve the right to conduct a reasonable investigation before re-crediting your Account, and you agree to cooperate to the full extent permitted by Applicable Law in such investigation. We may (even if we are not required to) provisionally credit your Account while the investigation is being completed. You must pay any fees assessed or accrued against your Account during the investigation or that may arise upon reversal of any provisional credit, if given. If we are permitted by Applicable Law we (i) may ask you to give us a sworn statement regarding the report or claim, and to furnish us with any reasonable information and documents under your control and (ii) we may consider your failure or refusal to cooperate as your ratification of the correctness of your Account as reflected in our records, your agreement that we may charge the full amount to your Account, and that we may consider the matter resolved. Cooperation includes assisting us to recover funds and working with law enforcement agencies and officials in any criminal prosecution of, or lawsuit against, the responsible persons.

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Our Maximum Liability: Unless otherwise prohibited by Applicable Law, our maximum liability is the lesser of your actual proven loss or the amount of any missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount that could have been avoided by your use of ordinary care. We are not liable for special, punitive or consequential damages of any kind (including any attorneys' fees) that you may incur.

Reviewing Your Account Statements: Your review of your statements, Checks and other items is one of the best ways to help prevent the wrongful use of your Account. You agree (a) to review your statements, Checks and other items and reconcile them with reasonable promptness after they are made available to you; (b) to report any problems, errors or unauthorized transactions or fees as soon as possible; and (c) within a reasonable time, not exceeding 30 days, after we send you a statement and any accompanying items (or otherwise make them available), to review your statement or items and report any problem, error or unauthorized transaction or fee. For substitute Checks, you must notify us within 40 days to qualify for an expedited re-credit.

If You Fail To Report Promptly: If you fail to notify us in writing of suspected problems, errors or unauthorized transactions or fees with reasonable promptness after we make your statement or items available to you, (a) you may not make a claim against us relating to the unreported problems, errors or unauthorized transactions or fees, regardless of the care or lack of care we may have exercised in handling your Account; and (b) you may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your Account.

We are not liable to you for subsequent unauthorized transactions on your Account by the same person if you fail to report an unauthorized transaction on your Account within 30 days following the closing date of the statement containing information about the first unauthorized transaction by that person.

You further agree that if you fail to report any problems, errors or unauthorized transactions or fees related to your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us related to any transactions or fees imposed on that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to those contained in this section.

Certain Failures by Us: Even if you fail to report with reasonable promptness, if we fail to exercise ordinary care in paying an item and our failure substantially contributed to a loss, the loss will be allocated between you and us. If we did not pay the item in good faith, however, we will bear the entire loss. In the case of an unauthorized signature on, or any alteration or counterfeit of, an item, if you do not discover and report the item to us within 60 days after the statement or item is made available to you, then you may not assert any claim for the unauthorized signature, counterfeit or alteration. This limitation applies regardless of the care or lack of care exercised by you or by us.

Exceptions: The terms in this section, *Your Duty to Examine Statements and Report Problems*, do not apply to certain specific services and agreements for services, such as Electronic Funds Transfer Services, which are governed by the Federal Reserve Board's Regulation E. The terms in this section, however, do supplement these specific services to the extent that they are not inconsistent with the terms governing those specific services.

Statutory and Consensual Liens: To the extent that you owe us money as an Account Owner, borrower, guarantor or otherwise, the Federal Credit Union Act gives us a lien on all funds in any Account in which you have an ownership or beneficial interest, unless prohibited by some other provision of Applicable Law. Because of this lien, we have the right to use funds in your Account, without prior notice to you, to pay off your indebtedness or obligation to us, including (but not limited to) obligations arising from attorney and other professional fees, costs, expenses, loans, Overdrafts or any other obligations that you owe to us. This indebtedness or obligation may be individual, joint, primary, secondary or contingent. If we choose not to enforce our lien at a particular time, we are not waiving our right to enforce our lien at a later time. In addition, you grant us a security interest and pledge in any Account in which you have an ownership or beneficial interest and agree that we may use funds in any Account to pay any indebtedness or obligation you owe to us now or in the future, except for obligations secured by your primary residence, unless otherwise prohibited by Applicable Law. Your Account is not transferable, assignable or to be pledged to a third party without our written consent.

Status Quo – Collateral Preservation: We have the right to preserve our interests in your Account and any funds in your Account in which we have a lien given to us by Applicable Law or in which you have granted us a security interest and pledge. This is our "collateral." Accordingly, we may use appropriate administrative procedures, including (but not limited to) placing a temporary hold or "freeze" on your funds, to protect our interests if we believe that our collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or Applicable Law. We are entitled to use these administrative procedures without notice to any Owner. In the case of any bankruptcy proceeding, we have the right to preserve the collateral and we are not required to surrender or turn over the collateral absent the Owner's filing an appropriate motion and the entry of an order either providing for adequate protection of our rights in the collateral, or modifying or terminating the automatic stay as to the collateral.

ACH and Wire Transfers: You may initiate or receive (credit or debit) a payment order on your Account through ACH funds transfer or wire transfer. Generally, ACH and wire transfers are governed by federal law and the laws of the State of Oklahoma, including Article 4A of the Uniform Commercial Code – Funds Transfers. Other fund transfers use systems such as Fedwire (under the Federal Reserve Board's Regulation J) and NACHA and these fund transfers are governed by the rules of the particular transfer system. Your funds transfers are also governed by automated clearing house association and other transfer system rules. All of the foregoing are the "ACH Rules". The following provisions apply to fund transfers (but do not apply to electronic fund transfers governed by the Federal Reserve Board's Regulation E and do not apply if we provide you a separate agreement for other fund transfers such as online banking, mobile banking, and telephone transfers):

- (a) We reserve the right to reject or refuse to accept any payment order without any liability. If you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may establish cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Payment orders, amendments or cancellations received after the cut-off time may be treated as having been received on the next funds transfer business day. Currently, the deadline for sending a wire is 3:00 P.M. CT (12:00 P.M. CT for international wires) and for receiving a wire is 5:00 P.M. CT, Monday through Friday excluding holidays.
- (b) If you give us a payment order that identifies the beneficiary (recipient of funds) by name and account number, the beneficiary's financial institution may make payment on the basis of the account number even if it identifies a person who is not the named beneficiary. If you give us a payment order that identifies an intermediary's or a beneficiary's financial institution by both name and routing number, a

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receiving financial institution may rely on the number as the proper identification even if it identifies an institution that is not the named financial institution.

- (c) We may, if we so choose, give you credit for wire transfers before we receive final settlement of the funds. If we give you credit, payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Oklahoma Uniform Commercial Code. If we do not receive such final settlement, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited.
- (d) We may use our established security procedures to verify the authenticity of your payment order, unless you notify us in writing that you do not agree to the use of our security procedures. In that event, we will have no obligation to accept any payment order from you or any Authorized User on the Account until you agree with us in writing to an alternate security procedure.
- (e) We may charge fees (as contained in the Fee Schedule) for sending or receiving a funds transfer. We may deduct the fee from your Account or from the amount of the funds transfer. Other financial institutions involved in the funds transfer may also charge fees.

Change of Address or Name: We require that you promptly notify us of any change of address, including your email or other electronic address, and of any change in your name. We may require that a change of address notice be in writing and signed by an Owner. Any name change requires a new Signature Card. In the absence of our actual receipt of an acceptable change of address notice, any mail, disclosure or notice we send to you will be considered properly addressed to you and will constitute proper delivery to you if it is addressed and sent to any address or email address that is (a) shown in our records; (b) a forwarding address provided to us by the U.S. Postal Service; or (c) received from you. If we receive notice that the address you provide to us is not or is no longer correct, or has changed without notice to us we have no obligation to determine your new address. We may, if we so choose attempt to determine your current address and (a) charge a fee (the "Bad Address Fee") as shown in the Fee Schedule; and (b) discontinue sending any statements, notices or other items to you until we receive verifiable information that permits us to correct your address in our records.

Collection Items: We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. Your Account will be credited for collection items after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item, we will follow the presenting institution's instructions and pay the item if funds are available in your Account or otherwise pursuant to your agreements with us. We may charge fees (as contained in the Fee Schedule) for processing collection items. The financial institution on which the collection item is drawn may also charge you fees. Fees may apply even if the collection item is returned unpaid. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your Account.

Email and Facsimile Communications: You understand and agree that the Internet is considered inherently insecure. Therefore, we have no liability to you whatsoever for any loss, claim or damages arising from or in any way related to our response to any email or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity of or to verify any email or other electronic communication. We may respond to an email or other electronic communication at either (a) the address provided with the communication; (b) the address in our records of your Account or in any application you have submitted to us; or (c) any address contained in any written communication we actually receive from you or your representative. Any Account Owner or Authorized User may change the address for email or other electronic communications at any time. We may not immediately receive email or other electronic communications that you send. We reserve the right to require any notices from you to be submitted to us in writing, and we may refuse to send certain information through unsecured email or other electronic communication or by facsimile communications.

Fees and Charges: Fees and charges applicable to all Accounts and Account services are contained in the Fee Schedule and may change at any time upon proper notice as set out herein or as required by Applicable Law. Any fee payable to the Credit Union per this Agreement or otherwise may be debited from any account on which you are an owner; and/or may be deducted from any such account even if it creates a negative balance if there are not sufficient funds to pay any fee(s).

Inactive and Dormant Accounts: We will consider an Account "inactive" when it has had no transaction history other than dividend postings and we cannot verify the Owner's current address for a period of 6 months or more. We will consider an Account "dormant" when it has had no transaction history other than dividend postings and we cannot verify the Owner's current address for a period of 3 years or more. Although having no obligation to do so, we may choose not to classify a particular Account as either inactive or dormant if any Owner has other active Accounts or services. Dormant Account funds may be transferred to a special reserve for dormant Accounts. You may be charged fees (as contained in our Fee Schedule) for an inactive or dormant Account. We will follow state law in determining when an Account will be considered "abandoned and escheatable." After we turn abandoned and escheatable funds to the state, we will have no further liability for those funds and you must apply to the appropriate state agency.

Overdrafts and Overdraft Services

If we so choose, we may pay any Overdraft via a pre-approved overdraft line of credit ("NuPal"), via an overdraft transfer program ("Overdraft Transfer"), via a courtesy overdraft program ("Courtesy Pay"), or otherwise on a case-by-case basis, but we have no obligation to do so, or to continue to do so, unless otherwise expressly agreed in a separate written agreement. We may impose a fee (as contained in the Fee Schedule as amended from time to time) for any Overdraft or Return Item. Multiple presentments of an item may result in multiple Overdrawn Fees or Courtesy Pay Fees being assessed. You are required to promptly pay us the amount of any Overdraft, together with any fee, pursuant to our Policies. We have no obligation to notify you prior to any Overdraft, any Return Item, or any charge that creates a negative funds balance. Any overdraft protection plans you have with us now or in the future are intended to cover Overdrafts and other negative funds balances caused by or arising from your actions.

Pre-Approved Overdraft Line of Credit – The NuPal is a line of credit for which you must apply and be approved. The NuPal is used as an overdraft protection plan on your Checking Account and may also be used as a line of credit up to your pre-approved limit. If you have been approved for the NuPal, we may honor transactions on your Checking Account drawn on insufficient funds, up to your approved credit limit, by transferring the amount needed to pay the transaction from your NuPal to your Checking Account and clearing the item. If you do not have a sufficient amount available on your NuPal to pay an item, the transaction may result in an NSF and we may charge you an Overdrawn Item Fee (as contained in the Fee Schedule).

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Overdraft Transfer – Overdraft Transfer is an optional overdraft transfer program where you authorize us to make transfers from another Account (“Transfer Account”) you have designated for overdraft transfers and overdraft transfer fees to cover Overdrafts on your Checking Account. This service is optional and by request. Eligible Transfer Accounts are at the sole discretion of the Credit Union. However, all Owners on the Checking Account must be Owners on the Transfer Account. If you have set up Overdraft Transfer on your Checking Account, we will consider, without obligation on our part, paying items for which your Checking Account has insufficient or unavailable funds, instead of automatically returning those items unpaid. For each day an Overdraft Transfer is made, we will charge you an Overdraft Transfer Fee as contained in the Fee Schedule. We will not transfer more than the Available Balance (as defined herein) in a Transfer Account. If the Available Balance in a Transfer Account is not enough to pay the full amount of the transactions you have initiated on any day, we will transfer up to the Available Balance to pay one or more transactions. When the Available Balance in the Transfer Account is not sufficient to fully pay an item, we will either a) transfer up to the Available Balance and use Courtesy Pay when available for the remaining amount or, b) if you do not have Courtesy Pay available to pay the remaining amount, we will not transfer the partial amount and may return the item. The Overdraft Transfer Fee is applied at the end of the day. The Available Balance in your Transfer Account may be used for applicable fees. Any transactions that are not paid by the Overdraft Transfer will either be paid through one of our other overdraft plans, if applicable, or returned unpaid and any applicable fees will be assessed as contained in the Fee Schedule. We may terminate Overdraft Transfer at anytime with or without notice to you. Any Owner of a Transfer Account may decline or cancel Overdraft Transfer by contacting us. The election to cancel will be effective after we have received notice and have had a reasonable time to act on it.

Courtesy Pay Service – Courtesy Pay is a discretionary overdraft service for qualifying Checking Accounts in good standing. You may terminate Courtesy Pay any time by notifying us. If your Checking Account qualifies for Courtesy Pay, we will consider, without obligation on our part, paying items for which your Checking has an insufficient Available Balance, instead of automatically returning those items unpaid. For each Overdraft we pay, we will charge the standard **per item** “Courtesy Pay Fee” contained in the Fee Schedule. If we do not authorize or pay an Overdraft, your transaction may result in a Return Item and we may charge you an Overdrawn Fee (as contained in the Fee Schedule). This service is discretionary, and we reserve the right to refuse to provide this service at any time or from time to time without notice.

Courtesy Pay applies to a variety of transactions including (but not limited to) Checks and other transactions made using your Checking Account number, in-person transactions, bill payments, ATM and debit card transactions and other electronic means. However, we will not include ATM and everyday debit card transactions within our Courtesy Pay service without first receiving your affirmative consent to do so. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under Courtesy Pay by informing us of your choice.

Your Responsibility if Your Account Has an Overdraft: If you have an Overdraft on your Account (including transactions we have paid on your behalf into Overdraft, plus any fees), you must promptly make a deposit or transfer to return your Account to a positive balance. If you fail to bring your Account to a positive balance, we will close your account as soon as permitted by Applicable Law but no later than forty-five days after the Overdraft occurs. Also, we may report you to a consumer reporting agency and initiate collection efforts. You agree that we may also in our sole discretion utilize any funds in any of your Accounts to pay any Overdrafts as defined in this Agreement or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any Account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds except as limited under Applicable Law. Any application of funds here under shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft services you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any Owner or Authorized User. You may apply for and receive the benefits of a specific agreement for overdraft service. If approved by us, you agree the terms of any such agreement shall also apply.

Your Obligation to Keep Records of Your Transactions: While we provide overdraft options for your convenience and as a way to help you avoid Overdrafts and Return Item transactions, and associated fees. You are responsible for keeping track of the funds in your Account that are available for you to use before you make a transaction including, but not limited to, writing a check, preauthorizing a payment under our bill pay service, authorizing an ACH transaction, making a cash withdrawal at an ATM, or using your debit card for a transaction. Among other things, you should keep a running balance that reflects all your transactions. It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments), as your balance may not reflect these transactions until they are paid from your Account. The best way to know how much money you have and avoid paying Courtesy Pay or Overdrawn Fees is to record and track all of your transactions closely.

YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE CURRENT BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION YOU WANT TO MAKE. Your Current Balance does not reflect your outstanding checks, automatic bill payments, or any other outstanding transactions that have not been paid from your Account. These items will not be reflected in your Current Balance until presented to us and paid from your Account. Holds on Deposits may not be reflected in your Current Balance, see our Deposit Availability Policy Disclosure for more information on check holds. Balances on your Account statement may not always depict an accurate display of what you may spend without overdrawing your Account. It is important to understand the order in which your transactions are paid as explained in “Payment Order of Your Transactions” in this Agreement to avoid making transactions that result in Overdrafts or Return items.

Payable on Death Designations: Accounts with Payable on Death (“POD”) designations are governed by your agreements with us and by state law. A POD designation instructs us that the designated Account is payable to the Owner during their lifetime and upon death of the last Owner, is payable to the beneficiary designated in your Account records and in accordance with Applicable Law. the distribution of the proceeds in the POD account shall be consistent with the provisions 6 Oklahoma Statutes Sec. 2025. If an individual or individuals are named beneficiary and are not living, the funds are payable to the named estate of the beneficiary. If the account is subject to our right of set-off or a pledge of the funds in the Account, all sums in the Account will belong to us or other secured creditor up to the amount of the obligation owed. Any Owner, during their lifetime, may change any designated beneficiary by written direction to us. If any POD Account beneficiary is not of legal age at the time the funds in the Account are to be paid to the beneficiary those funds will be paid to the legal guardian of the minor beneficiary or as otherwise allowed by Applicable Law. Payable on Death accounts are “without rights of survivorship;” meaning that if all named POD beneficiaries

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pre-decease the Owner the applicable funds shall be paid to the estate of the last surviving Owner. Each POD beneficiary designated on an account shall be a primary beneficiary unless specifically designated as a contingent beneficiary. If there is more than one primary POD beneficiary on an account, contingent beneficiaries shall not be allowed on that account.

If there is only one primary POD beneficiary on an account and that beneficiary is an individual, the Owner may designate one or more contingent beneficiaries for whom the funds shall be held or to whom the funds shall be paid if the primary beneficiary is not living when the last surviving owner of the account dies. If the only primary POD beneficiary is not living and one or more contingent beneficiaries have been designated, the funds shall be held for or paid to the contingent beneficiaries in equal shares, and shall not belong to the estate of the deceased primary beneficiary. If the only primary beneficiary is not living, and a contingent beneficiary or contingent beneficiaries have been designated, but one or more designated contingent beneficiaries are also not living, the share that otherwise would belong to any deceased contingent beneficiary shall instead be held for or paid to the estate of that deceased contingent beneficiary.

It is further agreed that upon the vesting of any interest in any rights of a POD beneficiary all sums payable shall be subject to any right of set-off between us and the POD beneficiary.

Powers of Attorney: We may allow a third person acting as your agent to make transactions regarding your Account, pursuant to a valid power of attorney, but we have no obligation to do so unless we are so required by Applicable Law. We have no obligation to verify the scope, authenticity and validity of any power of attorney presented to us. If we accept the power of attorney, we have no duty to inquire as to the use or purpose of any transaction by your agent, and, under certain circumstances, we may restrict or refuse your agent's Account access, withdrawals and transfers. We may continue to honor your agent's transactions until (a) we have received written notice or have actual knowledge that the power of attorney or the agent's power is no longer valid; and (b) we have had a reasonable opportunity to act on that notice or knowledge.

Retention and Electronic Records: We may choose to store all records electronically and we have no obligation to retain, and we may not retain, any original documents, including (but not limited to) checks, transaction records, notes, mortgages, deeds of trust and other loan or security documentation. We will retain records for a reasonable retention period in accordance with Applicable Law or our Policies and we may routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes and we may use third-party processors for these services. You agree that such storage will be secure, and further agree that such records will for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

Stop Payment Orders: If you do not want us to pay a specific item on your Account, you can ask us to place a stop payment order ("stop payment order") on the item. We must receive a stop payment order in time to act on the order (prior to the item clearing the Account, being processed on the Account, or being authorized on the Account). For ACH Debits, we must receive the stop payment order at least three banking days before the date it is scheduled to transfer. We may in our discretion honor stop payment orders received after that time. You can notify us by mail, telephone, in person or as allowed by Applicable Law. Your stop payment order will take effect after we have received it and have had a reasonable opportunity to act on it and we record it on your Account. Your stop payment order will not be valid or binding on us unless it includes correct information that is sufficient for us to identify the Debit. We try to match an incoming Debit to your stop payment order electronically. We must rely on the information provided by other parties in the transaction. For ACH Debits, that information includes the amount of the Debit and the name of the Originator. For Checks, that includes the MICR encoding of the amount on the bottom of your Check. If any of this information is not correct, your debit will not be identified by us. We need your Account number and the exact amount of the Debit and for Checks, the Check number. If the Debit is identified from this information, we also need the date of the Debit, the name of the payee and any other information we request to confirm the Debit so identified is subject of your stop payment order. We may charge you a fee (as contained in the Fee Schedule) for any stop payment order.

The effectiveness of stop payment orders for certain items depend on such factors as the type of payment. For example, a transaction using our electronic bill payment service may be processed by either a check or an electronic funds transfer. It may not be possible for us to stop such a payment depending on whether the transaction has been processed and if the transaction has already cleared the Account. Stop payment orders cannot be given on one-time ATM and Point of Sale (POS) transactions using your ATM or Debit Card.

If you give us an oral stop payment order on a Check that you do not confirm in writing within 14 days, your stop payment order will expire and we may pay the item after such expiration. If you provide written confirmation of your oral stop payment order, your stop payment order will be effective for a period of 6 months. To extend your stop payment order for an additional 6 months, you must deliver to us an additional written order prior to the expiration of the original order. We are not required to send you a notice of the expiration of a stop payment order. If your stop payment order is for an ACH transaction, it will expire in accordance with the ACH Rules.

We will not be responsible for any loss as a result of honoring an item (a) more than 14 days after we receive your oral stop payment order if it is not confirmed in writing during that period; (b) more than 6 months after our written confirmation that we received your written stop payment order; (c) more than 6 months after a written extension of your initial written stop payment order; (d) through inadvertence, oversight or accident; (e) if you fail to provide us with complete or accurate information; (f) if the electronic information related to the Debit does not match the information you provided; or (g) if you fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any stop payment order on any certified check, cashier's check, official check, draft or other instrument issued or guaranteed by us. You will be responsible if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

Telephone Requests: We may transfer funds in your Account to another Account with us or to any other financial institution based on a request we receive by telephone. We may rely upon the apparent authority of a person who is able to provide us with the information we require to initiate a transaction by telephone. On the other hand, we may refuse to execute any telephone request or order. For your protection and ours, we may record any telephone conversations between us and you authorize us to do so.

Amendments and Changes: Changes to any Account or Account service requested by any Account Owner can only be made with our express consent.

Termination of Account and Service: You may terminate your membership, Account, or Account service by giving us notice and complying with our Policies. We have the right to require the written consent of all parties to a multiple party Account for termination and we have the right to require the Primary Member's written consent when terminating the membership Account. Termination will not release you from any fees or

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obligations you owe us, those incurred in the process of closing your Account or service, or your liability on outstanding items or transactions. If a deposit is made after termination, we will attempt to return it. If we are unable to do so any such deposit or part of a deposit will no longer earn dividends. We are not responsible for any Check, draft, withdrawal, item or transaction after your Account is terminated. However, if we pay any item or transaction after termination, you agree to reimburse us upon demand.

We may also terminate your membership in accordance with Applicable Law and the Bylaws.

We may terminate, limit, restrict or change the terms that apply to your Account or to any service we provide to you, including (but not limited to) loan services, without notice, and we may require you to close your Account or service and apply for a new Account or service, if: (a) we receive a request to change the Owners or Authorized Users; (b) there is a fraud, forgery or unauthorized use committed or reported; (c) there is a dispute as to the ownership of any Account or sum on deposit; (d) there are lost or stolen items on the Account, whether by Access Device, Check or otherwise; (e) there are returned unpaid items, there are unpaid transactions not covered by an overdraft plan agreement with us, or we detect any abuse of any such overdraft plan; (f) there is any misrepresentation regarding any Account or service; (g) we incur, or believe we may incur, any loss relating to any loan, Account or service you have with us; (h) we believe you have been negligent in protecting any Access Device; (i) we believe doing so is necessary to protect ourselves from any risks or losses, or we believe doing so is in our best interests, or the best interests of our members or our employees; (j) you breach any promise under this Agreement or any other agreements with us, including (but not limited to) any default or other delinquency with regard to any loan or other agreement; (k) you file, or there is filed against you, bankruptcy or any other insolvency proceeding, or we otherwise determine that you are insolvent or incapable of meeting your obligations to us and you will cause us a loss; (l) you refuse or fail to cooperate as provided in this Agreement; (m) if at any time and for any reason within our discretion we determine that continuing to maintain your Account or providing any services exposes the Credit Union to any burdens or risks that we do not wish to incur; or wish to no longer incur; (n) you falsely submit any affidavit or other form claiming fraud or loss from a transaction that is determined to be legitimate; (o) you have an Account that does not maintain a required par value for a membership account or any balance as to all other accounts; (p) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to Applicable Law or Credit Union Policy; (q) making unauthorized postings, defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (r) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (s) deliberately or repeatedly violating security procedures or safety rules; (t) possessing, using, or being under the influence of illicit drugs or intoxicated on Credit Union premises; (u) if any new United States or other country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; or (v) you violate any Policy or Applicable Law.

Miscellaneous: This Agreement or any claim or dispute arising under this Agreement will be construed in accordance with and governed by the laws of the State of Oklahoma, together with specifically applicable federal laws governing this Agreement. Any suit to enforce any provision of this Agreement, or arising out of or based upon this Agreement, shall be brought in the United States District Court for the Northern District of Oklahoma or the District Court in and for the County of Tulsa, Oklahoma, unless prohibited by the Fair Debt Collection Practices Act or other Applicable Law. Each party hereby agrees that such courts shall have personal jurisdiction and venue with respect to such party, and each party hereby submits to the personal jurisdiction and venue of such courts if any party shall commence any action or proceeding against the other in order to enforce the provisions of this Agreement, unless prohibited by the Fair Debt Collection Practices Act or other Applicable Law. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions will remain in full force and effect. We have the right to waive the enforcement of any term or condition of this Agreement regarding any transaction or series of transactions. No such waiver will affect our right to enforce any of our rights with respect to any Owner, Authorized User or other applicable person, or to enforce any of our rights with respect to other transactions. No such waiver will modify the terms and conditions of this Agreement.

We control our website and the electronic services that we provide (excluding linked sites) from our principal office in Tulsa, Oklahoma. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials or functions included on our website or via our electronic service will be available or are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with Applicable Law. Our website may contain links to third party websites. We provide these links solely as a convenience to you and not as our endorsement of the contents on such third-party website. We are not responsible for the content of linked third-party sites and we do not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you assume all risks associated with doing so.

Residence Outside the U.S., Its Possessions or Territories. We may require that Accounts or services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. We may close your Account or services if you do not do so.

Right to Refuse Instructions/Orders: If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or we may require a bond, court order or further indemnifications.

Legal Process and Other Adverse Claims: Should we receive any legal process, or other adverse claim that we believe affects your Account, we may, at our option and without liability (a) refuse to honor orders to pay or withdraw sums from the Account; (b) hold the balance in the subject Account until the legal process or adverse claim is disposed of to our satisfaction; (c) pay the balance over to the source of the legal process; and (d) otherwise comply with any specifically Applicable Law in addressing the legal process. Any legal process or adverse claim is subordinate to our lien and security interest in all funds in your Account unless contrary to Applicable Law. We may also charge you a fee (as contained in the Fee Schedule) for handling such matters unless Applicable Law prohibits us from doing so.

Credit Union Liability: Unless specifically prohibited by Applicable Law, you agree that we are not liable to you for your losses or damages (a) that exceed the amount of the transaction; (b) that are, in whole or in part, indirect, punitive, incidental, consequential or special; (c) as a result of circumstances beyond our control; (d) resulting, in whole or in part, from your or a third party's negligent or intentional act or failure to act; (e) resulting from action taken against your Account by a third party; (f) when our action or inaction was required by Applicable Law, including operating letters, clearinghouse rules, court orders or rules, legal process, or general banking practices; (g) if we reasonably act to prevent a suspected fraudulent or illegal act; (h) resulting from your failure to comply with the terms of this Agreement, the Bylaws, the Policies or any written agreement between you and us; or (i) resulting from your reliance on any representations that conflict with this Agreement, our written agreements with you, the Bylaws, or the Policies. The foregoing notwithstanding, nothing in this Agreement disclaims our responsibility for our lack of good faith or failure to exercise ordinary care nor limit the measure of damages for the lack or failure; the terms of this Agreement will determine the standards

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by which our responsibility is to be measured. In the event of (a) any dispute regarding or adverse claim to your Account; (b) a legal dispute involving the Account; or (c) any notice to us or knowledge by us that your Account has been used in a fraudulent or illegal manner, we may restrict or freeze the Account until the reasons the Account was restricted or frozen have been resolved to our reasonable satisfaction. We may also interplead the Account or Account funds with any court having appropriate jurisdiction.

Your Liability for Fees: Unless specifically prohibited by Applicable Law, or resulting from our gross negligence or our intentional misconduct, you will reimburse us for any expense, loss or damage that we incur, including reasonable professional fees, expert fees, attorney's fees and legal expenses (whether at the trial, bankruptcy, appellate, mediation, arbitration, collection or post-judgment stage) in protecting or defending your or our interests related to your Account, transactions, loans or membership with us or in protecting your or our interest including the necessity to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction to or from your Account or involving any services with us, or any request for information or documentation regarding any of your Accounts or services with us ("Fees"). You authorize us to deduct any Fees due us from any Account you own individually or jointly. You also grant us a consensual pledge of any Account you own individually or jointly to secure the payment of the Fees. If the amounts in your Account are not sufficient, then you agree, upon demand, to pay us any difference.

Indemnification: You agree to indemnify, defend and hold us harmless from and against every claim, demand, action, cost, loss, liability, damages and expense, including Fees, that we incur as a result of a claim or legal process you are involved in or by us acting in accordance with Applicable Law, this Agreement, the Disclosures or the Bylaws, unless otherwise prohibited by Applicable Law.

ARBITRATION PROVISION

BINDING ARBITRATION AND CLASS ACTION WAIVER: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED FEATURES, TRANSACTIONS, AND SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Definitions: Solely as used in this Arbitration Provision, the word "**Claim**" is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to your Membership and Account Agreement, your Account, the events leading up to your becoming an account holder or borrower (for example, advertisements or promotions), any feature or service provided in connection with your Account, or any transaction conducted on an Account or ancillary thereto.

AGREEMENT TO ARBITRATE DISPUTES: Either you or we may elect, without the other's consent, to require that any dispute between us concerning your Account and the services, features, and transactions related to your Account be resolved by binding arbitration, except for those disputes specifically excluded below.

NO CLASS ACTION OR JOINDER OF PARTIES. YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED.

Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your Account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

DISPUTES COVERED BY ARBITRATION: YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of your Account and any services or features related thereto, your transactions, or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services, features, or transactions relating to your Account. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Arbitration Provision, the other party may elect to proceed in arbitration pursuant to this Arbitration Provision. Disputes subject to arbitration also include those claims, controversies, or disputes arising out of or related to the making, existence, validity, or enforcement, of this arbitration provision, or arising out of or relating to the arbitrability of any particular dispute (including any defenses to arbitrability).

DISPUTES EXCLUDED FROM ARBITRATION: This arbitration agreement shall not apply to lawsuits filed by the Credit Union as creditor with respect to any collection actions or efforts against you, unless you file counterclaim(s) in said lawsuit. Additionally, either you or we may take any dispute to small claims court if the dispute is within the jurisdiction of that court and the party asserting such a dispute agrees not to seek an amount more than may be awarded by the small claims court. Such a dispute may be asserted only individually—meaning on a non-class and non-representative basis. Any action taken in small claims court or as a creditor in court is not a waiver of the rights under this Agreement to

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arbitrate other or related disputes. Once a counterclaim has been filed by you against the Credit Union, any party may require the dispute to be resolved by binding arbitration as set forth herein.

COMMENCING AN ARBITRATION: The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS (formerly Judicial Arbitration and Mediation Services). If you initiate the arbitration, you must notify us in writing at: **WeStreet Credit Union, Attention: Risk Department, 9323 E. 21st St., Tulsa, OK 74129.**

If we initiate the arbitration, we will notify you in writing at your last known address on file with the Credit Union. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums: (1) contacting AAA at: 1-800-778-7879 or visiting: www.adr.org, or (2) contacting JAMS at: 1-800-352-5267 or visiting: www.jamsadr.com.

The arbitration shall be conducted in Tulsa, Oklahoma, Tulsa County (unless prohibited by the Fair Debt Collection Practices Act), or such other different location as may be agreed upon by the parties.

ADMINISTRATION OF ARBITRATION: The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed, unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to you or us. You and we agree to exchange such non-privileged information as the arbitrator shall require as part of the arbitration proceeding. The arbitrator will take reasonable steps to protect member account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by legal counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

CONFIDENTIALITY. Unless you and we agree otherwise with regard to a specific dispute, you and we will both maintain the confidential nature of the arbitration proceeding, including the hearing itself and the award, except as may be necessary to prepare for or conduct the arbitration hearing or to enforce the arbitration award, all unless otherwise required by applicable law or by a judicial decision.

COSTS: The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective counsel, attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

RIGHT TO RESORT TO PROVISIONAL REMEDIES PRESERVED: Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as repossession, the right of set-off, replevin, reserves, collections, or the right to restrain funds in an Account or transaction, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies. If you file a counterclaim in an interpleader proceeding, the Credit Union may require the dispute be resolved by binding arbitration as set forth herein.

ARBITRATION AWARD: The arbitrator's award shall be final and binding, unless a party appeals it in writing to the arbitration forum within fifteen (15) days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three (3) neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

GOVERNING LAW: You and we agree that our relationship includes transactions involving interstate commerce and that these Arbitration Provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws and statutes of the State of Oklahoma shall apply. In the event of a conflict between laws, federal law will govern over state laws and Oklahoma state law will govern over any other state laws.

SEVERABILITY, SURVIVAL: These Arbitration Provisions shall survive (a) any termination or changes to your Account, the Agreement, or any related services, features, or transactions; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Account or any related services. If any portion of this provision is deemed invalid or unenforceable, the remainder of this Arbitration Provision shall remain in force. No portion of this Arbitration Provision may be amended, severed, or waived absent a written agreement between you and us, which may occur as a result of a change in the Agreement. If this entire Arbitration Provision is deemed invalid or unenforceable, it shall be of no effect for the particular dispute at issue only, except that the class-action waiver included herein shall still be in full effect. However, if a court or arbitrator determines that the class-action waiver included herein is unenforceable, this entire arbitration provision shall be of no effect for the particular dispute at issue only, and the dispute shall proceed in court, not in arbitration.

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APPLICABILITY: Arbitration will not apply to your Account or related features, services, and transactions, if you are and as long as you are a covered borrower under the Military Lending Act.

AGREEMENT TO ARBITRATION PROVISION: If you agree to be bound by the above Arbitration Provision, then no action is needed on your part. If you take no action, then this Arbitration Provision is effective immediately upon opening an Account with the Credit Union or within thirty (30) days of the date this Arbitration Provision was delivered or otherwise made available to you, in paper or electronic form with respect to an existing Account with the Credit Union.

RIGHT TO REJECT THE ARBITRATION PROVISION: YOU MAY CHOOSE TO REJECT THIS ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN THIRTY (30) DAYS OF (i) YOUR FIRST ACCOUNT OPENING, OR (ii) A CHANGE IN TERMS NOTICE INCLUDING THIS ARBITRATION PROVISION, AS APPLICABLE. If you do not agree to be bound by this Arbitration Provision, you must send us written notice that you reject the Arbitration Provision within thirty (30) days of your initial first account opening or within thirty (30) days of a change in terms notice that includes this Arbitration Provision, as applicable. Your written notice must be postmarked by the thirtieth (30th) day after your first account opening or change in terms notice and must contain the following information:

- a. Your written notice to us must include: (i) your name (as it appears and identified on your Account with the Credit Union), (ii) your Account number (and applicable share numbers / sub- account information, if any), (iii) the date of the correspondence (written notice), (iv) a clear and concise written statement that you reject the Arbitration Provision of the Membership and Account Agreement and want to “**opt-out of arbitration for any account claims or disputes,**” and (v) your signature (or all or your signatures, if more than one party to any relationship) on the written notification; and
- b. You must send your written notice to us at the following address and addressed as follows for proper documentation purposes: **WeStreet Credit Union, Attention: FCM Main Office, 9323 E 21st St., Tulsa, OK 74129.**

Failure to provide your arbitration opt-out in the written form required, with all requirements and to the address provided in these this Agreement, may cause a failure of your arbitration opt-out from being recorded to your Account and being effective. You are advised to keep a copy of your written arbitration opt-out notice for your records.