



08770 State Route 66
Defiance, OH 43512
(419) 783-6500

BUSINESS MEMBERSHIP / TERMS & CONDITIONS / ACCOUNT AGREEMENT

This Business Membership Account Agreement is between a business existing as an authorized business organization and you, the member, and Midwest Community Federal Credit Union ("Credit Union"), regarding your business accounts with the Credit Union. By establishing a business account with the Credit Union, you agree that this Agreement is a binding contract between you, your business and the Credit Union.

You should retain a copy of the agreement and feel free to call the Credit Union if you have any questions. In addition to your agreement with the terms and conditions set forth in this document, by establishing an account with the Credit Union you acknowledge receipt of and agree to the various terms separately provided to you with regard to Electronic Fund Transfers (EFT). The various terms and conditions set forth in those documents are incorporated into this Agreement by reference. You also agree to abide by the Bylaws of the Credit Union.

This Agreement and those documents discussed above include certain disclosures required under the National Credit Union Administration and Federal Reserve Board regulations and commentary, the Electronic Fund Transfer Act (Regulation E) and Uniform Commercial Code Article 4A.

Throughout this Agreement, the words "you" and "your" mean the member and any joint members or co-depositors or co-borrowers. The words "we", "our", "us", and "Credit Union" mean Midwest Community Federal Credit Union.

MEMBERSHIP

Membership Eligibility. To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must meet any other membership qualifications as required by the Credit Union's Bylaws or as established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit, and employment history, as well as obtain credit reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request. Please speak with one of our service representatives to determine if you are eligible to join. Only members in good standing may receive the benefits and services of the Credit Union. *Corporations, LLC's, Partnerships, Limited Partnerships, Sole Proprietorships, organizations, institutions, associations and other business entities, whether incorporated or not incorporated, their subsidiaries, successors, affiliates and divisions, which are within our field of membership, are eligible to open a Business/Membership in Midwest Community Federal Credit Union.*

Becoming a Business Member. To become a business member of the Credit Union, your business must complete a Business Membership Application and open a Business Savings Account. The deposit required to open a Regular Business membership account is \$25.00.

Credit Information. You authorize the Credit Union to investigate your credit standing and that of your business(es) when opening or reviewing any Loan or Deposit Account. We may report information about your individual and business loan account(s) to credit bureaus. Late payments, missed payments, or other defaults on your loan account(s) may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

Deposits Generally. After you have established your Business Account, you may make additional deposits into that account, or establish other types of accounts as described herein, at any time and in any amount. Your accounts are not transferable except on the Credit Union's books and records. We may establish minimum amounts for deposits in your Business Account or any other accounts you have with the credit union.

You can make business deposits in person or by mail. At the present time, you can arrange to have one or more of the following deposits made directly to your accounts: (1) payroll deduction deposits, (2) net pay deposits, (3) Social Security deposits, (4) pension plan deposits, (5) stock dividends or (6) other miscellaneous deposits.

If you have arranged to have direct electronic fund transfer deposits made to your account, you can call us at **(419) 783-6500** to find out whether or not the deposit has been made. In addition, you will receive an account statement showing all such direct deposits at least monthly. Your account statements will be admissible as evidence of the electronic fund transfer deposit or other transaction they represent in any action in a court of law.

All deposits into any credit union account are subject to proof and verification. If you deposit a check, draft or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal regulations. If there are special fees for collecting your deposit, you promise to pay them (see the Fee Schedule for a list of fees). We may deduct such fees directly from your account. If we feel there is a reason to do so, we may refuse, limit or return any deposit. We have the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement. We reserve the right not to pay interest on amounts subject to garnishment, levy or other legal process; and we reserve the right not to pay interest on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest).

All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. All endorsements place on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the credit union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees. You warrant that all endorsements on any check or other negotiable instrument deposited into an account is authentic and without recourse.

Withdrawing Money from Your Business Account. As long as you have money in your Business Account, and subject to any applicable state or federal laws and regulations, available funds can be withdrawn from your account by written draft or any other method approved by the Credit Union. When you order checking drafts through the Credit Union, the Credit Union will charge your business account for the costs of said business checking drafts, which costs vary depending on the style of business drafts ordered. You may select business drafts from the current styles available.

STOP PAYMENTS

Stop Payment Order Request. You may request a stop payment order on any item drawn on your account. To be binding, an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the item. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action. **If a Stop Payment Order expires and the item is subsequently presented, the Credit Union has no liability for claims and damages resulting from the Credit Union honoring or paying the item. We do not have to notify you when a stop payment order expires.**

If a verbal stop-payment order is accepted at the Credit Union and you fail to complete and submit this written request for the stop payment order within 14 days, the credit union's block on the payment shall be lifted and the credit union will issue payment to any payee(s).

An oral stop payment order ceases to be binding after 14 days if you fail to provide this written confirmation of the stop payment order.

Liability. Fees for stop payment orders are set forth on the Credit Union Fee Schedule. You generally may NOT stop payment on any certified check, teller's check or any other check, draft, or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party, account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information you provided the Credit Union.

Payment of Checks after Death. The Credit Union may, after the date of your death, pay share drafts drawn before death unless ordered to stop payment by the Personal Representative or other appropriate person claiming an interest in the account.

Post-Dated and Stale-dated Checks: You agree not to issue Post-Dated checks (check dated in the future). The Credit Union assumes no liability for the payment of a post-dated check, unless notice of such post-dated check is given to the Credit Union in the form of a stop payment request as described above. If sufficient notice is received, the request will be treated as a stop payment request in accordance with the stop payment provisions for all purposes including its effective period. It is the customer's obligation to remove a stop payment order for a post-dated item once the item is no longer post-dated. The Credit Union is under no obligation to honor a check presented more than six months after date of issuance (Stale-Dated), but may charge you a fee for presentment of a post-dated check if it is honored and there are not sufficient available funds in your account to cover the check.

Non-Transferable Accounts. All accounts are non-assignable and nontransferable to third parties.

Acceptance of Fees and Charges. Any Account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Fee Schedule for a list of fees. These fees may be changed at our discretion. We will provide you notice of such changes in accordance with law.

Unlawful Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Power of Attorney. Only authorized principal(s) of a business may act on behalf of a business account, although you may appoint an agent as your Attorney-in-Fact with a Power of Attorney document if we accept the documentation presented for such an appointment to conduct your business account access and, we may accept such an authorization for transactions without further communication to you. Unless your Power of Attorney document specifically prevents you from entering into transactions, we may accept either your business or personal transactions and/or those authorized by your appointed "Agent" for conducting business. The Credit Union reserves the right to refuse to act upon these instructions if the Credit Union is not reasonably certain that the power of attorney is valid and covers the transaction(s) requested. However, you agree to hold the Credit Union harmless for any loss or damage you may incur as a result of our decision to follow the instructions given by the Power of Attorney, as long as the Credit Union's decision is made in good faith.

Accounts for Corporations, Partnerships, Limited Liability Companies And Other Organizations, Incorporated or Otherwise

This section of the Agreement is designed to allow certain businesses and other entities as more fully described below to join Midwest Community Federal Credit Union and to obtain various financial products and services offered by the Credit Union. Throughout this section, the words "you", "your", "organization", and "business" mean the business or other entity that is joining the credit union.

Business Account(s) may be maintained by one of the following types of business entities.

Corporate and Limited Liability Company (LLC) Account(s): A corporation is eligible for an account at the Credit Union if all of the owners of the corporation are individually eligible for membership in the Credit Union. A limited liability company (LLC) may have an account if all of the group of members (or managers) of the LLC is composed of individuals who are individually eligible for membership in the Credit Union.

A corporation is a legal entity entirely separate from its shareholders or officers. The corporation's board must authorize the establishment of an account and designate the officers authorized to sign on behalf of the corporation. A corporate resolution which names the duly authorized signatories for the corporation must accompany any Application for Membership and Account Agreement which is submitted on behalf of a corporation. Generally documents executed by the officers, in their capacity as officers, only obligates the corporation and do not obligate the shareholders or the officers individually, even if the officer is the sole owner of the corporation.

If you are a corporation or limited liability company (LLC), you agree that the account is payable only to or on the order of the corporation or LLC and not, except as they may be a payee on a check or other item drawn on the account, to any individual director, shareholder or member thereof.

You further represent that all resolutions delivered to the Credit Union in connection with the account are true, accurate and complete and will be kept up-to-date and may be conclusively relied upon. On any transaction involving the account, the Credit Union may act upon the instructions of the person(s) authorized in the resolutions to act on behalf of the corporation or LLC. You agree to give the Credit Union advance written notice of any change in your form of ownership. You also agree that the Credit Union is not obligated to cash checks payable to you or to accept "less cash" deposits.

To establish a corporate account, the Credit Union may require copies of the following documents as applicable: (1) Articles of Incorporation, (2) Corporate Bylaws, and (3) Corporate resolutions.

To establish a limited liability company account, the Credit Union may require copies of the following documents as applicable: (1) Articles of Organization, (2) Operating Agreement, (3) a Fictitious Name Certificate or Statement, (4) a certificate of Assumed Name or (5) a Business License.*

Each corporate account must include in its name, the proper corporate designation recognized by the state or enabling governmental office for the corporation. E.g. corporation, company, etc.

Partnership Account(s): A general partnership, limited partnership or limited liability partnership may have an account if all of the partners of the partnership are individually eligible for membership in the Credit Union. A partnership is an association of two or more persons who are co-owners of a business for profit. A partnership may exist under a written or oral agreement or through an implied agreement. Partnerships are more stringent business organizations than sole proprietorships and each partner can be held liable for the partnership debt in the event of default.

If you are a partnership, including a limited partnership, limited liability partnership (LLP) or joint venture, you agree that the account is payable only to or on the order of the partnership, LLP or joint venture and not to any individual partner. However, a partner may be a payee on a check or other item drawn on the account. On any transactions involving the account, the Credit Union may act upon the instructions of the person(s) authorized in the certificates or resolutions to act on behalf of the partnership, LLP or joint venture. You agree to give the Credit Union advance written notice of any change in your form of ownership.

To establish a partnership account, the Credit Union may require copies of the following documents as applicable: (1) a Partnership Agreement (if there is no agreement, a written statement to that effect signed by all the partners), (2) a Fictitious Name Certificate or Statement, (3) a certificate of Assumed Name, (4) a Business License, (5) a Limited Partnership Agreement filed with the state of Ohio and (6) a Limited Partnerships Certification of partnership

information filed with the state of Ohio* and (7) LLP registration form filed with the state of Ohio.** *A limited partnership must include "limited partnership" or "LP" in the legal name. **A limited liability partnership must include "LLP" in the account title.

Sole Proprietorship Accounts: A sole proprietorship is eligible for an account if all of the owners of the sole proprietorship are individually eligible for membership in the Credit Union. If this account is established for a sole proprietorship, you agree that this account is not primarily for personal, family, or household purposes. A sole proprietorship is the simplest and most common form of a business entity. It consists of one individual (or a married couple) in business for him or herself. Legally, the sole proprietor and his or her business enterprise are one entity. There is no legal distinction between personal debt and business debt. A sole proprietor is treated as an individual and must be within the field of membership. A sole proprietor may vote in Credit Union elections. As such, a sole proprietor has voting rights in the Credit Union in accordance with the Credit Union bylaws.

The Credit Union classifies all sole proprietorship accounts as either individual or joint accounts. All joint Business accounts are classified as Joint Tenancy with Right of Survivorship. A joint sole proprietorship account is in the names of two married individuals who have undivided ownership with the right of survivorship. Should any joint account owner die, the other account owner will automatically own all monies in the account, which will not be subject to the terms of a will or probate proceeding on the estate of the deceased. If any joint account owner dies, the Credit Union should be promptly notified in writing.

Any one of the joint account owners has the power to act in all matters relating to the account, such as deposits, withdrawals and pledge of account as security on a loan. However, no joint owner of an account may vote, obtain loans individually, or hold office unless they are a member in their own right.

If you are a sole proprietor, you agree upon your death that your estate shall release and indemnify the Credit Union for any payment made at the direction of an authorized signer on your account, provided the Credit Union has not received written notice of your death.

If you are doing business under an assumed name, you represent and agree that you have properly filed all assumed name certificates or other documents required by Ohio state law. You agree to give the Credit Union advance written notice of any change in your form of ownership.

To establish a sole proprietorship account, the Credit Union may require copies of the following documents as applicable: (1) a Fictitious Name Certificate or Statement, (2) a certificate of Assumed Name and (3) a Business License.

Unincorporated Association Account & Non-Personal Account(s):

Other organizational structures, incorporated or otherwise, may be eligible to open an account if those organizations are composed of individuals who are also individually eligible for membership in the Credit Union. Such an account is usually issued in the name of a club or league. We reserve the right to require the governing body of the club or league to give us a separate authorization telling us who is authorized to act on its behalf. We will honor such an authorization until we receive written notice of a change in authorization from the governing body. The signers on this account represent that they are authorized to enter into this agreement to open the account.

Business Trust: A business trust is an unincorporated association whose governing instrument, sometimes referred to as a declaration of trust, provides that one or more trustees will manage property or conduct for-profit business activities on behalf of one or more beneficial owners. A business trust is a separate legal entity and, generally, its trustees and beneficial owners are not liable for the obligations of the business trust. A Business Trust may be eligible to open an account if those organizations are composed of individuals who are also individually eligible for membership in the Credit Union.

There are also *categories within and across various business entity types.*

You agree that the account is payable only to or on the order of the association and not, except as they may be a payee on a check or other item drawn on the account, to any member thereof. You further represent that the association has taken all action and that all documentation delivered to the Credit Union is true, accurate and complete and will be kept up-to-date and may be conclusively relied upon by the Credit Union. On any transaction involving the account, the Credit Union may act upon the instructions of the person(s) authorized in the documentation to act on behalf of the association. You agree to give us advance written notice of any change in your authorization. You also agree that the Credit Union is not obligated to cash checks payable to you or to accept "less cash" deposits.

No organization, incorporated or otherwise, shall be eligible to open and maintain an account in the Credit Union without substantiating its legal existence, to the reasonable satisfaction of the Credit Union, by providing such documentation as the Credit Union may, from time to time, require, including, but not necessarily limited to, the Certificate of Organization on file with the State of Ohio or the State of incorporation, the most recent Certificate of Good Standing on file with the State of Ohio or the State of incorporation, and such Resolutions as may be required by the Credit Union. We reserve the right to require that you provide, and you agree to provide, any such documentation at any time.

The Credit Union reserves the right to refuse services to an organization when such organization has not been created with, has not been properly registered with, and is not governed by the laws of the State of Ohio.

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

The following types of financial products and services will be available to organizations:

SAME BUSINESS SERVICES AS AVAILABLE TO INDIVIDUAL ACCOUNTS

To the extent applicable and not superseded herein, the terms and conditions governing individual accounts and services govern accounts and services provided to businesses and organizations. Our regular consumer disclosures for Electronic Fund Transfers (EFT), Privacy Act and Funds Availability apply the same to all business accounts.

You understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Resolution on file at the Credit Union, and the organization, all of its organizers, shareholders, partners, and/or members forever indemnify and hold the credit union harmless for distributions made in good faith pursuant to that Resolution. You further agree that it is your responsibility to notify the Credit Union when the terms of that Resolution have been revoked, rescinded, revised, or in any way modified.

Other Terms and Conditions of All Business Accounts

Authorized Signers. The Credit Union may rely upon any signature on the business account application or signature card (an "authorized signer") in the payment of funds and in all other transactions and instructions in connection with an account. Payment to any one of the authorized signers shall be valid and shall discharge the Credit Union from any further liability for such payment. All members agree to sign a new business account application upon request. The member may add, remove or change the status of authorized signers after compliance with applicable Credit Union procedures and upon presentation of the appropriate form required by the Credit Union. Such action must be executed in writing by the member and shall not effect transactions made within 2 business days of receipt of notice by the Credit Union. If an authorized signer is deleted from the account, any checks in the signer's possession that are presented for payment may be honored by the Credit Union. Accordingly, the member shall be solely responsible for

recovering any checks in the possession of the signer whose name is deleted from the account signature card. Each joint account owner shall have equal access to the account.

The Credit Union does not accept accounts that require the signature of more than one authorized signer on checks or other instructions.

The use of a Personal Identification Number (PIN) or other authorized device by which funds in the account may be accessed by you, such as by ATM Card, Debit Card with ATM access, audio response service, or Internet banking service, shall have the same force and effect as your signature. If you authorize us to issue a duplicate ATM Card or Debit Card to someone, or if you give your Card or PIN to another person, you are authorizing that person to withdraw funds and perform other transactions on your accounts covered by this agreement, regardless of any limits to which you and the authorized user have agreed. Furthermore, you understand that you will be legally responsible for any transaction that person initiates. This rule also applies to any other electronically initiated transfers of funds service that may become available in the future.

We have no duty or agreement to monitor or ensure that the acts of the authorized signers are for your benefit. You agree that the Credit Union may honor and charge against your account any items signed (electronically or otherwise), drawn, accepted, endorsed or authorized by an authorized signer without inquiry as to the circumstances of issue or disposition of the proceeds and regardless of to whom such items are payable or endorsed.

You understand that the terms of this agreement apply to any authorized signer and you agree that you are responsible for any transactions involving your account that are performed by an authorized signer.

Facsimile Signatures. If you authorize the Credit Union to honor a facsimile signature, you agree that you shall have the sole responsibility for maintaining security of any such facsimile signature or device and you shall bear the entire risk of unauthorized use thereof whether or not you are negligent.

You agree that a facsimile signature that we have been authorized to honor or that you have used, will not be considered a forgery, unauthorized signature or endorsement, whether or not you have been negligent.

You also agree that we may charge you for all checks, drafts, or other orders for the payment of money that are drawn on us, regardless of by whom or by what means the facsimile signature(s) have been affixed, so long as they resemble the facsimile signature filed with us and contain the required number of signatures for this purpose.

You further agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability or expense, including attorneys' fees, which we may suffer or incur as a result of the unlawful or unauthorized use of any facsimile signature.

Missing Endorsements. The Credit Union is authorized to supply any of your endorsements on any check or other instrument tendered for any account, and the Credit Union shall have no liability in connection with the collection of such items that are handled by it without negligence, and the credit union shall not be held liable for the acts of any agents, subagents or others. We may accept transfers, checks, drafts and other items for deposit into your account(s) if they are made payable or to the order of one or more account owners, even if they are not endorsed by all payees. Withdrawals may not be made on account of such items until collected, or as otherwise provided by law. Any amount not collected, or later returned, may be charged back to the account, including expense incurred, and any other outside expenses incurred relative to the account may be charged to it.

Identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When you open an account we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Account Verification Through a Consumer Bureau. We will verify your application for membership through an account verification service and reserve the right to deny any application based on the results of negative information received through this service. If we deny your application, we will provide you with the name, address and telephone number of the account verification service that provided us with the information and any other information as required by applicable law.

Suspension and Denial of Services and Expulsion. The Credit Union reserves the right to suspend the benefit of any credit union service at any time for reasonable cause. We also have the right to pay any check presented for payment from your account after your account is closed or suspended and we may proceed to collect any such amount paid from you. Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a Share Account balance below a minimum balance requirement; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; (f) caused a financial loss to the credit union; (g) you are abusive or threatening toward Credit Union employees or members; or (h) you deface, destroy or attempt to deface or destroy Credit Union property .

You warrant and agree that you will not use Credit Union accounts or services, included but not limited to loans, to make or facilitate any illegal transactions as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user. You further agree to indemnify and hold the Credit Union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use. In addition, you authorize us to debit from your account without prior notice any costs, losses or expenses incurred by us as a result of your failure to comply with the terms of this agreement.

In addition you agree that we may terminate this agreement and any other service described herein at any time upon written notice.

You can terminate any of the services provided for in this agreement by notifying us in writing. If you ask us to terminate your account or the use of any service, you will remain liable for subsequent transactions performed to your account by you or any other parties authorized by you. Termination of this agreement will not affect your rights and responsibilities for transactions initiated before termination.

Termination of Account. We may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

Termination of Membership. You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union. Termination of your membership does not relieve you from any legal obligation created while you were a member of this Credit Union.

Overdraft Protection. To the extent authorized by law, you hereby authorize us to transfer funds from other accounts you maintain at this credit union in either your business or personal account(s), in increments as the credit union may determine, to any account upon which you issue a check when there are not sufficient funds in the account upon which that draft is issued. If you have a line of credit with this credit union, transfers will be made either from your credit line up to the available credit limit or from your Primary Share Savings Account, if there are sufficient funds in the Primary Share

Savings Account. You may elect your preference as to which accounts funds may be transferred from for this purpose. Any overdraft transfers resulting from this procedure may result in a fee being assessed to your Primary Share Savings account. You agree to hold the credit union harmless for any and all liability that may otherwise exist if a transfer does not occur.

Federal Deposit Insurance. Your savings in the Credit Union are insured up to \$250,000 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. Generally, if a credit union member has more than one individual account in the same insured credit union, those accounts are added together and are insured up to \$250,000. Shares maintained in different legal ownership capacities may each be separately insured. There are numerous combinations of accounts that can increase your total coverage. Contact a Member Service Representative at (419) 783-6500 to discuss ways to increase your total coverage.

Collection and Processing of Negotiable Items. All items accepted for deposit will be handled by the Credit Union as agent for the member(s) and are subject to charge back or refund if final payment is not received in a form acceptable to the Credit Union. If a claim is made that an item has been altered, has borne a forged or unauthorized endorsement or was otherwise unpayable after final payment has been made, the Credit Union may withhold the amount in question from your account until final determination of such claim is made. The law permits us to pay items (such as checks or drafts) drawn on your account in any order.

The Credit Union reserves the right to accept or reject any item submitted for deposit or encashment that appears to be altered, nonnegotiable, not payable to you or that we believe is invalid.

All items received and credited by the Credit Union are subject to final collection and receipt of proceeds credited to the account of the Credit Union. A copy of our Funds Availability Disclosure Brochure accompanies this agreement. Please review this document, which explains when there may be a delay between the time you deposit funds and the time they are available for withdrawal.

Pledge of Shares & Savings/Statutory Lien Notice. If you are in default on a financial obligation to Midwest Federal Credit Union, Federal Law gives us the right to apply member shares, dividends and deposits in your account(s) at the time of default to satisfy the obligation. When you default we may exercise the right without further notification to you. Further, we may impress shares of any member who is a responsible party on a financial obligation in default at the credit union.

Inquiries. The Credit Union may make any inquiry it considers appropriate for the purpose of evaluating your account. This may include ordering a credit report. You authorize the Credit Union to perform a credit check or obtain a credit report at any time.

Statements. All ACH, ATM, Check Card, Electronic Transfer or Telephone transactions will be reported with your regular account activity on a statement mailed to your address on record. Please inform the Credit Union of any change to your mailing address.

If you have an active Business Checking Account, you will automatically receive a statement each month there is activity in your account. If there is no activity in your business account, you will receive quarterly statements. If you would like a statement prior to the time one is normally furnished, you may request a printout of your account history. The charge for this special printout service is listed on our fee schedule.

Notice of Name or Address Changes. You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union requires all notices of change in address or name to be in writing.

Large Cash Withdrawal Notice. The Credit Union reserves the right to require advance notice for cash withdrawals over \$2,500.00. This may be necessary to ensure availability of cash to all members. Credit Union bylaws permit the right to require sixty (60) days written notice of your intention to withdraw or transfer shares.

United States Treasury Tax Deposit Payments. In the event you issue FICA payments, you will be required to provide us with a properly completed and legible original Federal Tax Deposit Coupon – Form 8109, which can be obtained from the Internal Revenue Service. Additionally, we may accept the following types of Federal Tax Deposit payments:

- CT1 Railroad Retirement & Railroad Unemployment Repayment Taxes
- 720 Excise Tax
- 940 Federal Unemployment Tax (FUTA)
- 941 Withheld Income & Social Security (FICA)
- 943 Agricultural Withheld Income & Social Security (FICA)
- 990C Farmers' Cooperative Association Income Tax
- 990PF Excise Tax on Private Foundation Net Investment Income
- 990T Exempt Organization Income Tax
- 1042 Withholding at Source
- 1120 Corporation Income Tax

USA PATRIOT ACT

In accordance with the USA PATRIOT ACT, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

What This Means To Our Members

When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow Midwest Community Federal Credit Union to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current member of Midwest Community Federal Credit Union.