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AGREEMENTS AND DISCLOSURES

MISSION STATEMENT

First City Credit Union exists to serve its members. The Credit Union is committed to offer a broad range of quality financial services, delivered and priced to provide good value. The Credit Union shall maintain financially sound and ethical practices to merit member confidence and trust.

THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, WIRE TRANSFER AGREEMENT AND PRIVACY POLICY DISCLOSURE. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Throughout these Agreements and Disclosures, the references to "We," "Us," "Our" and "Credit Union" mean FIRST CITY CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any Automated Teller or VISA Check Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "PhoneTeller" whereas Our Personal Computer Account Access System is hereinafter referred to as "FirstCitylink" and "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

FIRST CITY CREDIT UNION MEMBERSHIP

To apply for membership with First City Credit Union, You must complete, sign and return an application for membership.

Such applications are subject to Our prior approval, and in the event We deny Your application based on information obtained from an outside agent or service, We will provide You with the name, address and telephone number of the agent or service that provided the information to Us.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union, that You agree to conform to the Credit Union's Bylaws and Amendments and that You warrant the truth of the information contained in Your application for membership and/or in subsequent representations to Us. You realize that such information will be relied upon by Us in determining Your membership eligibility and/or creditworthiness. You authorize Us, Our employees and agents to investigate and verify any information provided to Us by You and, from time to time, obtain credit reports and gather other such financial information that We deem relevant. You authorize any person, association, firm, corporation or personnel office to furnish information concerning Your affairs upon Our request, including, but not limited to, providing credit and employment history information. You also authorize Us to release Your financial information to

any person, association, firm or corporation appearing to have a legitimate business need for same.

Credit Union membership is granted to applicants within First City Credit Union's common bond as outlined in the Credit Union's Charter, which includes any person that lives, works, worships or attends school in Our community areas. Eligibility also includes spouses of persons who died while within the field of membership; Credit Union employees; persons retired as pensioners or annuitants from the above organizations; and organizations of such persons. By signing Your application for membership, You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

FAMILY MEMBERSHIP

Credit Union members in good standing and whose status is currently within the Credit Union's common bond (as outlined therein) may sponsor immediate family members and possibly other members of Your household for Credit Union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather and spouse (which may include anyone living in Your residence that You maintain a single economic unit with).

ACCOUNT AGREEMENT

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH FIRST CITY CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC FUND TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

ACCOUNT OWNERSHIP

GENERAL. Except for commercial Accounts, each subsequent Account that You establish under Your initial Account number will be vested in the same manner as Your initial Account. Should You subsequently wish to establish an Account with an ownership vesting that differs from Your initial Account, a different Account number will be assigned.

JOINT ACCOUNTS. If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners with right of survivorship. The joint Owners of the Accounts hereby agree with each other and with Us that all sums, whenever paid into the Accounts by any or all of the joint Owners to the credit of the joint Owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge Us from any liability for such payment. You authorize Us to recognize any of the signatures subscribed in Your application for membership or signature card for the payment of funds or the transaction of any business for the Accounts. We can release or pay any amount on deposit in Your Account to any Owner. We can honor checks, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred and checks cashed against any Account are subject to collectability from such Account if returned unpaid. Any Owner may provide Us written notice to freeze funds on deposit and We may, at Our option, honor such written request. If We do, then the Account will remain frozen until We receive subsequent written notice signed by all Owners of the Account as to a disposition of funds on deposit. Any or all of the joint owners may pledge all or any part of the shares in the Accounts as collateral security to a loan or loans and any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. The right or authority of the Credit Union under these Agreements And Disclosures shall not be changed or terminated by said owners or any of them except by written notice to Us, which shall not affect transactions made prior to such notice. It is the responsibility of joint account Owners to determine any legal effects of opening and maintaining a joint account.

CUSTODIAL ACCOUNTS. Any custodial Account is subject to the California Uniform Transfers To Minors Act and it is Your responsibility to determine any legal effects related to this type of Account. You understand and agree that the gift of money to the minor named at the time You open such Account includes all dividends thereon and any future additions thereto, is irrevocable and is made in accordance with and is to include all provisions of the California Uniform Transfers To Minors Act as it is now or hereafter amended. The age of delivery to custodian FBO minor shall be upon the age of 18 unless otherwise specified by the custodian under the California Uniform Transfers to Minors Act.

LIVING TRUST ACCOUNTS. Accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. It is Your responsibility to determine and understand any legal effects related to this type of Account. You agree that all sums whenever paid to the Trust Account shall be held by the Trustee(s) in trust for the beneficiary(ies) named, subject to the right of the Trustee(s) to revoke the same in whole or in part by, and to the extent of, the withdrawal of sums from the Account. Upon the death of the Trustee, (or if more than one, upon the death of the last surviving Trustee), any successor trustee(s) named in the Trust documentation will be required to provide Us with updated Trust documentation in order to assume control of the Account. Where more than one Trustee appears on the Account, withdrawals and the pledge of shares against loans may be made by any Trustee acting alone (unless two signatures are required). Shares paid in by the Trustees shall be owned equally. Upon the death of one Trustee, all rights in and to the Account shall belong to any surviving Trustee. In the event of conflicting demands for funds under the Account, the Credit Union may require the signatures of each of the Trustees. The individual establishing the Trust (the "Settlor") must be a member of the Credit Union and any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal unless otherwise provided for in the Trust documentation. The Settlor may change the beneficiary at any time by providing Us adequate proof of such change in a manner acceptable to the Credit Union. If at any time, the Trustee is deemed incompetent by a court of legal jurisdiction or is unable or unwilling to serve, the Trust documentation shall determine the successor Trustee.

ACCOUNT AGREEMENT (continued)

PAYABLE-ON-DEATH STATUS. If the Account Designation shows a payable-on-death status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if You and any joint Owners are deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered and/or licensed entity under applicable state law, and You and any joint Owners are deceased. Upon Your death and the death of any joint Owners, the funds on deposit will be paid to the beneficiary(ies) of record in equal shares unless You designated otherwise. If, however, none of the payable-on-death beneficiaries You named is alive (or in operation as a validly constituted, registered and/or licensed entity under applicable state law in the case of a charity or non-profit organization) at Your death, the funds will be paid to the party or parties as required by applicable law. It is the responsibility of all Account Owners to determine any legal effects of opening and maintaining an Account with payable-on-death status.

FIDUCIARY ACCOUNTS. If Your Account is established as a fiduciary Account, You warrant that You are authorized to open a fiduciary Account and understand that such Accounts will only be opened by the Credit Union if the documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. In no event will the Credit Union be liable for the actions of the fiduciary and/or obligated to ensure that the fiduciary's actions are in accordance with any instructions that have been provided to them. It is Your responsibility to determine and understand any legal effects related to this type of Account.

SOLE PROPRIETORSHIP ACCOUNTS. If Your Account is established as a sole proprietorship Account, You warrant that You are the sole owner of Your business and understand that such Accounts will only be opened by the Credit Union if the documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. It is Your responsibility to determine and understand any legal effects related to this type of Account.

ORGANIZATIONAL, PARTNERSHIP, OR UNINCORPORATED ASSOCIATION ACCOUNTS. If Your Account is established as an organizational, partnership, or association account, You will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request You to do so. We require that all partners, owners or organizational members be individually eligible for membership. When required by applicable law, You agree to complete a notice that establishes the beneficial ownership of the entity.

ELDER FINANCIAL ABUSE. In the event We should report any suspected elder financial abuse as designated in the Financial Elder Abuse Act of 2005, We may at Our sole discretion freeze funds then on deposit and You agree that We may do this. If We do freeze such funds, then the Account(s) will remain frozen until We receive written notice from the appropriate law enforcement or other government agency as to a disposition of funds on deposit.

CREDIT REPORTING NOTICE. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

ARBITRATION. Any controversy or claim arising out of or relating to these Agreements and Disclosures, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All parties hereby waive and give up all rights to a jury trial or class action relief.

INDEMNITY. You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on Our part in connection with these Agreements And Disclosures and/or Your failure to abide by its terms. In the event of any claim, We shall provide You with reasonable and timely notice of such claim, and thereafter You shall at Your own expense defend, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

POWER OF ATTORNEY. If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

DEPOSIT OF ITEMS. You may make deposits to Your Account using any method available from Us. Such methods may include deposits made in person, by mail, electronic means, remote deposit capture, and any other means that may become available. We have the right to refuse to accept any item, check or instrument for deposit at Our sole discretion, regardless of the deposit method used. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorneys' fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final

settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

COLLECTION AND PROCESSING OF ITEMS. In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearing house in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds.

In processing draft, ACH and signature transaction items that are presented for payment on Your Account, We will pay such items each business day based on the amount of the items presented for payment (with the smallest item received paid first, the next largest item will be paid second, so forth and so on), subject to the available funds in that Account. Then, in processing Point Of Sale ("POS"), Automated Teller Machine ("ATM") and Personal Identification Number ("PIN") transaction items that are presented for payment on Your Account, We will pay such items each business day as they are received by Us or otherwise presented for payment ("Real-Time"), subject to the available funds in that Account. All of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient available funds to pay all items presented that day.

That is to say that You can avoid overdraft fees by making sure that You maintain, at all times, sufficient available funds to cover all withdrawals and debits. You may wish to consider enrolling in one of Our optional overdraft protection plans, described in detail below, as a possible way to avoid some overdraft fees.

OVERDRAFT PROTECTION. To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account to cover any overdraft. An overdraft occurs when there are not sufficient available funds in your account to pay for a transaction, but we pay it anyway, resulting in an available balance that is less than zero, as more particularly described in the section of the Account Disclosures titled Overdraft Balance Calculation. If You have a line of credit with Us, transfers may be made either from Your line of credit up to Your available credit limit and/or from Your Primary Share Account, provided You have enough available funds in that Account, depending upon the preference You have indicated to Us for clearing any such overdraft(s). Any overdraft transfers from Your Primary Share Account, Your VISA or Your Line of Credit may be subject to a transfer fee. You agree to hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

COURTESY PAY OVERDRAFT. Except for members not in good standing with the Credit Union as described elsewhere in these Agreements and Disclosures, You understand and agree that We may from time to time, and at Our sole discretion, provide You with Courtesy Pay and pay certain items in order to cover an overdraft of Your Share Draft Accounts. You understand that payment of these overdrafts will be made in an order of Our choosing, subject to Our Courtesy Pay policy and "Collection and Processing of Items" sections of the Account Agreement in force at the time of any such payment. Payment of any overdrafts made in conjunction with Courtesy Pay are subject to a fee, and if Your Account remains overdrawn for 15 or more consecutive days additional fees (i.e. negative balance fee), will also apply. You hold Us harmless from any and all liability which might otherwise exist if We do not pay an overdraft.

Courtesy Pay is limited to an amount that We designate and We will not pay any overdraft that would result in Your Share Draft Account being overdrawn in an amount that exceeds such limit. In addition, We will not pay any overdraft when one or more of the following conditions exist: (a) You are past due on any loan obligation or in default of any obligation to the Credit Union; (b) You are subject to any legal or administrative orders, including a levy or garnishment; (c) You should die, or be involved in any insolvency, receivership, bankruptcy or custodial proceeding brought by or against You; (d) You have an outstanding balance in a Courtesy Pay repayment plan; (e) You have completed a Courtesy Pay repayment plan but not on schedule, or have not maintained a continuous positive balance in Your Share Draft Account for at least three consecutive months since completing a Courtesy Pay repayment plan as scheduled; (f) Your Share Draft Account, or any other Account relationship, is frozen due to a collection related matter; (g) Your Account contains a ChexSystems indicator; (h) We have noted what appears to be improper activity taking place on Your Account. We are not required to give You advance notice of Our intent not to pay a returned item, and will not do so. We will continue to notify You of returned items in the periodic statements We provide to You. You may request that We not pay any overdrafts on Your Share Draft Account by notifying Us in writing at P.O. Box 86008, Los Angeles, CA 90086-0008.

If We have provided You with any separate notice that is related to this provision, the terms and conditions of such notice will also apply. To the extent that any information contained in that notice varies from that disclosed in these Agreements and Disclosures, the terms of the notice will apply.

NOTICE OF RECEIPT OF ACH ITEMS. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions

ACCOUNT AGREEMENT (continued)

involving your account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

PROVISIONAL PAYMENT (ACH ORIENTATION). Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

PROVISIONAL PAYMENT (ACH RECEIPT). Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.

CHOICE OF LAW. We may accept payments on Your behalf for Your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

EXPENSES. If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

INACTIVE OR DORMANT ACCOUNTS. Inactive Accounts (Accounts with no withdrawals or deposits within a one-year period) may be subject to an Inactive Account Notice Fee. If no activity occurs in Your Account within the time period specified by applicable state law, the property in Your Account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with applicable state law.

LIEN IMPRESSMENT AND SET-OFF. You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

During any period in which a debt You owe to Us or a debt You have guaranteed payment to Us, is in default, or You otherwise owe the Credit Union money, You understand that the balance in Your Account(s) on deposit with Us must be kept at least equal to the balance of Your primary and contingent liability to the Credit Union under such loan(s) or obligation.

LIEN ON SHARES. If shares or deposits are pledged as security to the Credit Union for a loan, You understand that the balance in Your Account(s) on deposit with Us must be kept at least equal to the balance of Your primary and contingent liability to the Credit Union under such loan. We may, however, permit You to maintain or reduce the Account balances below such primary and contingent liability upon the written approval of an executive loan officer.

MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES. You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

SUSPENSION/DENIAL OF SERVICES. We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any share draft presented for payment from Your Account after Your Account is closed or suspended and to recover 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 Primary Share Account balance below the \$5.00 minimum; (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) failed to meet other obligations to Us; (h) failed to comply with applicable law and/or Our then existing Bylaws and Amendments; (i) been directly involved in any fraudulent activity; (j) been convicted of a crime; (k) committed, or threatened, acts of violence against Our employees, agents or members; or (l) failed to conduct themselves in a civil and businesslike manner.

Our Board of Directors may allow You to retain Your membership in the event a failure to meet Your obligations to Us is a result of a bona fide emergency, such as a catastrophic illness.

IDENTIFICATION. As a condition to joining the Credit Union and continuing Your status as a member in good standing thereof, You agree to provide (in a form suitable for imaging), a copy of Your driver's license, state-issued identification or other identifying documents that are acceptable to Us. The Credit Union will then create and retain an image of such identification for the express purpose of determining Your identity in the transactions associated with Your Account and any other services You may request.

ASSIGNABILITY. You may not assign or transfer any interest in Your Account.

AGREEMENTS AND DISCLOSURES. The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

STOP PAYMENTS. You may ask Us orally to stop payment on a share draft. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A stop payment request is effective for six months. If at the end of six months, You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a share draft which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved share draft. If We do pay a share draft for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient available funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You.

You may also ask Us to replace a lost, destroyed or stolen cashier's or teller check and if You do, You agree to execute a Declaration of Loss and Claim for Reimbursement form together with any other documentation We may require, such as an affidavit. Regardless of the type of documentation presented to Us, the request must be in a form acceptable to the Credit Union and given to Us in a timely manner so that We have a reasonable opportunity to act on such request. Such Declaration of Loss and Claim for Reimbursement will not become effective until the later of: (a) the 90th day immediately following the issuance date of the check (or 90th day following the date of acceptance, in the case of a certified check); or (b) the date We receive the Declaration of Loss and Claim for Reimbursement together with any other required documentation. Fees for stop payment are disclosed in Our Schedule of Fees and Charges.

SHARE DRAFTS AND OTHER ACCOUNT ACCESS DEVICES. Any share draft or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

POSTDATED, STALE OR OVERDRAFT SHARE DRAFTS. You understand that postdating a share draft will have no effect on whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by Us that is dated six months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft, or other item presented for payment on Your Account without any liability.

SHARE DRAFT SAFEKEEPING. Share draft Safekeeping is automatic on Your Account and Your cancelled share drafts will not be returned to You. You understand that cancelled share drafts retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a share draft and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved share draft.

PERIODIC STATEMENTS. You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

AMENDMENTS. This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

ACCOUNT AGREEMENT (continued)

WAIVERS. You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

GOVERNING LAW. This Agreement shall be governed by the laws of the State of California, except to the extent that federal law controls. In no event however, will this provision be allowed to result in the application of non-California law.

ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.

SPECIFIC TERMS APPLICABLE TO YOUR PRIMARY SHARE ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying rate disclosure which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$5.00. You must maintain a minimum balance of \$100.00 in Your Account each day to obtain the disclosed Annual Percentage Yield. You must maintain a minimum balance of \$25.00 in Your Account each day to avoid a fee.

Transaction Limitations. During each calendar month, You will be charged a fee for the seventh and each subsequent withdrawal You make each month.

SPECIFIC TERMS APPLICABLE TO YOUR REGULAR SHARE ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying rate disclosure which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. You must maintain a minimum balance of \$100.00 in Your Account each day to obtain the disclosed Annual Percentage Yield. Except for members under the age of 18, You must maintain an active consumer loan or credit card with Us, or a minimum aggregate balance of \$25.00 in Your Account each day to avoid a fee.

Transaction Limitations. During each calendar month, You will be charged a fee for the seventh and each subsequent withdrawal You make each month.

SPECIFIC TERMS APPLICABLE TO YOUR FIRSTSTART SHARE ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying rate disclosure which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$5.00. You must maintain a minimum balance of \$5.00 in Your Account each day to keep Your Account open.

Transaction Limitations. Upon Your 18th birthday, Your Account will automatically convert to a Primary Share Account and will be subject to all applicable rates, fees and minimum balance requirements of such Account.

SPECIFIC TERMS APPLICABLE TO YOUR HOLIDAY SAVER'S CLUB SHARE ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying rate disclosure which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$25.00. You must maintain a minimum balance of \$25.00 in Your Account each day to keep Your Account open and a minimum balance of \$100.00 to obtain the disclosed Annual Percentage Yield.

Transaction Limitations. The funds in Your Account will automatically be transferred to Your Primary Share Account on the first day of November (or the next business day) of each year. If You fail to make a deposit each month in an amount at least equal to \$20.00 or You make a premature withdrawal, Your Account will be closed and all funds will be transferred to Your Primary Share Account, subject to all applicable rates, fees and minimum balance requirements of such Account.

SPECIFIC TERMS APPLICABLE TO YOUR VACATION SAVER'S CLUB SHARE ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying rate disclosure which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$25.00. You must maintain a minimum balance of \$25.00 in Your Account each day to keep Your Account open and a minimum balance of \$100.00 to obtain the disclosed Annual Percentage Yield.

Transaction Limitations. The funds in Your Account will automatically be transferred to Your Primary Share Account on the first day of June (or the next business day) of each year. If You fail to make a deposit each month in an amount at least equal to \$20.00 or You make a premature withdrawal, Your Account will be closed and all funds will be transferred to Your Primary Share Account, subject to all applicable rates, fees and minimum balance requirements of such Account.

SPECIFIC TERMS APPLICABLE TO YOUR FREE CHECKING ACCOUNT

Dividend Information. No dividends are paid on this Account.

Minimum Balance Requirements. The minimum balance required to open this Account is \$10.00. You must maintain an average daily balance of at least \$100.00, and make at least four transactions during each 60-consecutive-day period to keep Your Account open.

Transaction Limitations. During each calendar month, You may make an unlimited number of ATM transactions to and from Your Account. ATM transactions made at machines not owned and operated by the Credit Union, and those machines outside the CO-OP/CUSC network are subject to a fee, whereas, ATM transactions made at CO-OP/CUSC machines in excess of six per calendar month are subject to a fee.

SPECIFIC TERMS APPLICABLE TO YOUR FREEDOM CHOICE CHECKING ACCOUNT

Dividend Information. No dividends are paid on this Account.

Minimum Balance Requirements. The minimum balance required to open this Account is \$10.00. You must maintain an average daily balance of at least \$100.00, and make at least four transactions during each 60-consecutive-day period to keep Your Account open.

Transaction Limitations. During each calendar month, You may make an unlimited number of ATM transactions to and from Your Account. ATM transactions made at machines not owned and operated by the Credit Union, and those machines outside the CO-OP/CUSC network are subject to a fee, whereas, ATM transactions made at CO-OP/CUSC machines in excess of six per calendar month are subject to a fee.

SPECIFIC TERMS APPLICABLE TO YOUR INTEREST CHECKING ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying rate disclosure which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$10.00. You must maintain a balance of \$1,000.00 in Your Account each day to obtain the disclosed Annual Percentage Yield. To avoid a fee, You must either maintain a balance of \$500.00 in Your Account each day, maintain an average daily balance of \$1,000.00 for the dividend period or maintain a minimum aggregate balance of \$5,000.00 among all of Your deposit Accounts each day. You must maintain an average daily balance in excess of \$0.00, for two consecutive statement periods to keep Your Account open.

Transaction Limitations. During each calendar month, You may make an unlimited number of ATM transactions to and from Your Account. ATM transactions made at machines not owned and operated by the Credit Union, and those machines outside the CO-OP/CUSC network are subject to a fee.

SPECIFIC TERMS APPLICABLE TO YOUR ADVANTAGE CHECKING ACCOUNT

Dividend Information. No dividends are paid on this Account.

Minimum Balance Requirements. The minimum balance required to open this Account is \$10.00. You must maintain an active consumer loan or credit card with Us, or direct deposit/payroll deduction to Your Account of at least \$300.00 each calendar month to avoid a fee. You must maintain an average daily balance in excess of \$0.00 for two consecutive statement periods to keep Your Account open.

Transaction Limitations. During each calendar month, You may make an unlimited number of ATM transactions to and from Your Account. ATM transactions made at machines not owned and operated by the Credit Union, and those machines outside the CO-OP/CUSC network are subject to a fee.

ACCOUNT DISCLOSURES (continued)

SPECIFIC TERMS APPLICABLE TO YOUR CHECK BUILDER CHECKING ACCOUNT

Dividend Information. No dividends are paid on this Account.

Minimum Balance Requirements. The minimum balance required to open this Account is \$50.00. You must maintain an average daily balance in excess of \$0.00 for two consecutive statement periods to keep Your Account open.

Transaction Limitations. Transaction Limitations. During each calendar month, You may make an unlimited number of ATM transactions to and from Your Account. ATM transactions made at machines not owned and operated by the Credit Union, and those machines outside the CO-OP/CUSC network are subject to a fee, whereas, ATM transactions made at CO-OP/CUSC machines in excess of six per calendar month are subject to a fee.

SPECIFIC TERMS APPLICABLE TO YOUR MONEY MARKET SHARE ACCOUNT

Tiered Variable Rate Information. This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying rate disclosure which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$1,000.00. You must maintain a minimum balance of \$1,000.00 in Your Account each day to earn the disclosed Annual Percentage Yield and keep Your Account open.

SPECIFIC TERMS APPLICABLE TO YOUR IRA MONEY MARKET SHARE ACCOUNT

Tiered Variable Rate Information. This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying rate disclosure which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$100.00. You must maintain a minimum balance of \$100.00 in Your Account each day to earn the disclosed Annual Percentage Yield and keep Your Account open.

Transaction Limitations. Individual Retirement Accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

SPECIFIC TERMS APPLICABLE TO YOUR TERM SHARE CERTIFICATE ACCOUNT

Fixed Rate Information. These Accounts are subject to a Fixed Rate. For the dividend rate and corresponding APY, refer to the accompanying rate disclosure which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$1,000.00. You must maintain a minimum balance of \$1,000.00 in Your Account each day to earn the disclosed Annual Percentage Yield and keep Your Account open.

Transaction Limitations. Once Your Account is established, You may not make withdrawals of principal from Your Account prior to the maturity date.

Maturity Date. Your Account will mature after the term indicated on the accompanying rate disclosure.

Early Withdrawal Provisions. We will impose a penalty if You withdraw any of the principal funds before the maturity date. For Accounts having a term equal to or less than one year, the penalty imposed will equal 90 days of dividends on the amount withdrawn. For Accounts having a term greater than one year, the penalty imposed will equal 180 days of dividends on the amount withdrawn. In the event that the penalty is being assessed in conjunction with the closure of Your Account, such penalty will be calculated on the entire principal balance of Your Account.

Renewal Policies. Your Account will renew automatically at maturity for the original term and at the then prevailing dividend rate. We will send You notice of the specific terms applicable to the renewal of such Account. You will have a seven-calendar-day grace period following the Maturity Date to make withdrawals and/or deposits without penalty. Withdrawals of principal during the grace period will result in forfeiture of the dividends earned on the amount withdrawn, and any withdrawal that reduces Your balance below the amount required to keep Your Account open will result in closure of Your Account. If for any reason, We do not renew Your Account, then We will transfer Your entire balance existing at maturity to Your Primary Share Account, subject to the dividend rate and fees and charges applicable to such Account.

SPECIFIC TERMS APPLICABLE TO YOUR WEALTH BUILDER TERM SHARE CERTIFICATE ACCOUNT

Fixed Rate Information. These Accounts are subject to a Fixed Rate. For the dividend rate and corresponding APY, refer to the accompanying rate disclosure which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$500.00 unless You have payroll deduction with Us, in which case the minimum balance required to open this Account is \$50.00. You must maintain a minimum balance at least equal to the minimum balance required to open Your Account each day to earn the disclosed Annual Percentage Yield and keep Your Account open.

Transaction Limitations. Once Your Account is established, You may not make withdrawals of principal from Your Account prior to the maturity date and, except for pre-authorized deposits through payroll deduction, each deposit must be at least equal to \$100.00. Each deposit made through payroll deduction must be at least equal to \$25.00.

Maturity Date. Your Account will mature after the term indicated on the accompanying rate disclosure.

Early Withdrawal Provisions. We will impose a penalty if You withdraw any of the principal funds before the maturity date. For Accounts having a term equal to or less than one year, the penalty imposed will equal 90 days of dividends on the amount withdrawn. For Accounts having a term greater than one year, the penalty imposed will equal 180 days of dividends on the amount withdrawn. In the event that the penalty is being assessed in conjunction with the closure of Your Account, such penalty will be calculated on the entire principal balance of Your Account.

Renewal Policies. Your Account will renew automatically at maturity for the original term and at the then prevailing dividend rate. We will send You notice of the specific terms applicable to the renewal of such Account. You will have a seven-calendar-day grace period following the Maturity Date to make withdrawals and/or deposits without penalty. Withdrawals of principal during the grace period will result in forfeiture of the dividends earned on the amount withdrawn, and any withdrawal that reduces Your balance below the amount required to keep Your Account open will result in closure of Your Account. If for any reason, We do not renew Your Account, then We will transfer Your entire balance existing at maturity to Your Primary Share Account, subject to the dividend rate and fees and charges applicable to such Account.

SPECIFIC TERMS APPLICABLE TO YOUR IRA TERM SHARE CERTIFICATE ACCOUNT

Fixed Rate Information. These Accounts are subject to a Fixed Rate. For the dividend rate and corresponding APY, refer to the accompanying rate disclosure which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$1,000.00. You must maintain a minimum balance of \$1,000.00 in Your Account each day to earn the disclosed Annual Percentage Yield and keep Your Account open.

Transaction Limitations. Once Your Account is established, You may not make withdrawals of principal from Your Account prior to the maturity date.

Maturity Date. Your Account will mature after the term indicated on the accompanying rate disclosure.

Early Withdrawal Provisions. We will impose a penalty if You withdraw any of the principal funds before the maturity date. For Accounts having a term equal to or less than one year, the penalty imposed will equal 90 days of dividends on the amount withdrawn. For Accounts having a term greater than one year, the penalty imposed will equal 180 days of dividends on the amount withdrawn. In the event that the penalty is being assessed in conjunction with the closure of Your Account, such penalty will be calculated on the entire principal balance of Your Account.

Renewal Policies. Your Account will renew automatically at maturity for the original term and at the then prevailing dividend rate. We will send You notice of the specific terms applicable to the renewal of such Account. You will have a seven-calendar-day grace period following the Maturity Date to make withdrawals and/or deposits without penalty. Withdrawals of principal during the grace period will result in forfeiture of the dividends earned on the amount withdrawn, and any withdrawal that reduces Your balance below the amount required to keep Your Account open will result in closure of Your Account. If for any reason, We do not renew Your Account, then We will transfer Your entire balance existing at maturity to Your Primary Share Account, subject to the dividend rate and fees and charges applicable to such Account. Individual Retirement Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

Member in Good Standing. The Account services described in this brochure are available to those members in good standing with the Credit Union. We reserve the

ACCOUNT DISCLOSURES (continued)

right to suspend services to a member who is not in good standing, which includes members that have:

- a delinquent loan.
- a Primary Share balance below the \$5.00 minimum.
- an unresolved deposited returned check.
- any unpaid and uncollected credit union fees.
- a negative balance on an account.
- caused a financial loss to the Credit Union
- failed to meet other obligations to Us.
- failed to comply with applicable law and/or Our then-existing Bylaws and Amendments.
- been directly involved in any fraudulent activity.
- been convicted of a crime.
- committed, or threatened, acts of violence against Our employees, agents or members.
- failed to conduct themselves in a civil and businesslike manner.

Minimum Balance Requirements. To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$5.00. If the balance in Your Account drops below one share (\$5.00) for a period of six months or more, We may, at Our option, close Your Account.

Nonsufficient Funds Returns. Any share draft or pre-authorized transfer, or transaction made through the use of Your ATM or debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient available funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

Overdraft Balance Calculation. When processing transactions that debit or credit Your Account, We start each Business Day with Your final Account balance from the preceding Business Day. The final balance takes into account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as Your "actual balance."

As credits and debits to Your Account are received by Us, We add them to and subtract them from Your actual balance. Examples of credits include, but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled EFT debits), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled), and Credit Union fees and charges. The result of this calculation at any given point in time is called Your "available balance."

For the purpose of determining whether an overdraft has occurred, We use Your available balance. This means that We add all of the settled credit transactions to the beginning actual balance, while also subtracting all settled and pending unsettled debit transactions from that same beginning actual balance. This determines the available balance for overdraft purposes. Each debit transaction that We process when Your Account has a negative available balance is an overdraft, subject to an overdraft charge.

For example, in the event both Your actual and available balances were \$50.00, and Your Card was used for a \$20.00 transaction at a merchant, a hold would be placed on Your associated Account commencing with the date of the transaction and ending with the date of full and final settlement of the \$20.00 amount. This means that as of the date of the transaction, Your actual balance would be \$50.00, while only \$30.00 would be available for future transactions. Even though the actual balance may still be \$50.00 at this point, if during the interim a \$40.00 check were presented for payment and the Credit Union elected to pay the item, Your Account would be overdrawn by \$10.00, because the amount of the check exceeded the available balance by \$10.00 (i.e. \$30.00 minus \$40.00). Whether or not We pay an item that overdraws Your Account, We will assess a fee and debit the related Account for the amount of such fee due, which will in turn decrease Your balance and if applicable, increase the overdrawn amount.

Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF

fees charged to Your Account when we dishonor and return an item for nonsufficient funds. It is Your responsibility to know Your Account balance, and if You have any questions You should contact a Credit Union representative.

Variable Rate Information. For all dividend-bearing accounts (except for Term Share Accounts), the dividend rate and APY may change every dividend period based on the determination of the Credit Union Board of Directors.

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

Withdrawal of Dividends Prior to Maturity. For Term Share Accounts, the Annual Percentage Yield assumes that interest remains on deposit until maturity. A withdrawal will reduce earnings.

Additional Transaction Limitations. For all Accounts (except Share Draft Accounts) during any statement period, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card or similar order. If You exceed or attempt to exceed these limitations, Your Account may be subject to closure by the Credit Union. Regardless of whether We close Your Account, We may refuse or otherwise reverse any such transactions that will exceed these limitations.

The Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

Compounding and Crediting. For all dividend-bearing Accounts, dividends will be earned daily for each day on which Your balance exceeds the minimum daily balance requirement for Your Account. You will not be paid any accrued but uncredited dividends at the time You close Your Account. The dividend period, compounding frequency and the crediting frequency for all accounts are shown in the following table:

Account Type	Dividend Period	Compounding Frequency	Crediting Frequency
Primary Share	Monthly	Daily	Monthly
Regular Share	Monthly	Daily	Monthly
FirstStart Share	Monthly	Daily	Monthly
Holiday Saver's Club Share	Monthly	Daily	Monthly
Vacation Saver's Club Share	Monthly	Daily	Monthly
Interest Checking	Monthly	Daily	Monthly
Money Market	Monthly	Daily	Monthly
IRA Money Market	Monthly	Daily	Monthly
Term Share	Monthly	Daily	Monthly
Wealth Builder Term Share	Monthly	Daily	Monthly
IRA Term Share	Monthly	Daily	Monthly

Balance Computation Method. For all dividend-bearing Accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the entire principal balance in Your Account for each day.

Accrual on Noncash Deposits. For dividend-bearing Accounts, dividends will begin to accrue on the business day that You deposit noncash items (e.g. checks) into Your Account.

Fees and Charges. Any fees and charges applicable to Your Account are disclosed separately in the separate document entitled "Schedule of Fees and Charges" provided in conjunction with these Agreements and Disclosures. In some cases additional fees and charges will apply to non-members that negotiate checks and other items drawn on Your Account and payable to those parties. In those cases, such fees and charges are disclosed separately in the document entitled "Schedule of Fees and Charges" provided in conjunction with these Agreements And Charges.

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 1005 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER CARD, VISA CHECK CARD, OUR AUDIO RESPONSE SYSTEM ("PHONETELLER") AND OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("FIRSTCITYLINK"), EACH WITH THEIR PERSONAL IDENTIFICATION NUMBERS (PINS) AND/OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").

AUTOMATED TELLER CARD, VISA CHECK CARD, PHONETELLER, FIRSTCITYLINK AND E-CHECK AGREEMENT. This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made

through the use of, but may not be limited to the following: (a) Your Automated Teller Card and VISA Check Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Automated Teller Card and VISA Check Card; (b) any check which You authorize the payee to process electronically; (c) Our

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

PhoneTeller Audio Response system; and (d) Our FirstCitylink Personal Computer Account Access System. An electronic fund transfer is any transfer of funds which is performed through the use of Your Automated Teller Card, VISA Check Card, E-Check, Our PhoneTeller Audio Response System, Our FirstCitylink Personal Computer Account Access System or other electronic device. You understand that Your Card and any PINs and/or Access Codes are issued by Us and are not transferable. Your PIN is confidential and should not be disclosed to anyone. The use of Your Card is subject to the following terms. You agree: (a) to abide by Our Rules and Regulations as amended relating to the use of the Card; (b) that We may follow all instructions given to machines; and (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

Each withdrawal by You, or anyone else to whom You give Your PIN or to whom You allow access to Your Account, will be charged to Your Share or Share Draft Account and will be treated as though it were a withdrawal except that: (1) We may charge withdrawals in any order We determine; and (2) We cannot honor stop payment requests on VISA Check Card.

PERSONAL IDENTIFICATION NUMBERS (PINs) AND/OR ACCESS CODES. The Credit Union will issue to You a separate Personal Identification Number (PIN) and/or Access Code to be used in conjunction with Automated Teller Card, VISA Check Card, PhoneTeller, FirstCitylink and Bill Payment. Such PIN or Access Code is confidential and You should take steps to safeguard it, such as by memorizing the PIN or Access Code, not carrying it on Your person and/or displaying it to others. By using Your Card, PIN, Access Code or any Account access device, You consent to the terms of this Agreement. You agree to repay any charges resulting from the use of Your Card, PIN, Access Code or any Account access device, by You or any other person who has access to Your Account, with actual, apparent or implied authority for use of Your Account. Both You and any person who uses Your Card, PIN, Access Code or any Account access device remain bound to pay for any charges under this Agreement even though another person has been directed to pay the debt by agreement or court order (such as a divorce decree). You agree to cooperate in the investigation and possible prosecution of any unauthorized user.

JOINT ACCOUNTS. If this is a Joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary Account holder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

OWNERSHIP. Your Card or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request.

OTHER AGREEMENT. If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

BUSINESS DAYS. Every day is a business day except Saturdays, Sundays and Credit Union observed holidays.

DELAYED FUNDS AVAILABILITY NOTICE. Subject to Our Delayed Funds Availability Policy, deposits made to Your Account may not be posted to Your Account until they are received and verified by Us. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope.

TYPES AND LIMITATIONS OF SERVICES

AUTOMATED TELLER CARD AND VISA CHECK CARD TRANSACTIONS. You may use Your Automated Teller Card and/or VISA Check Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate. At the present time, You may use Your Card and Your PIN for: (a) Withdrawals from Your regular Share or Share Draft Accounts up to a maximum of \$500.00 per day for ATM Card and \$750.00 per day for VISA Check Card; (b) Deposits to Your regular Share or Share Draft Accounts (at ATMs accepting First City CU deposits); (c) Transfers of funds between Your regular Share and Share Draft Accounts; (d) Inquiries about Your Share and Share Draft Accounts; (e) Make loan payments by transfer of funds from Your Share or Share Draft Accounts; and (f) Advances on Your VISA and Share Secured VISA Account(s) that You may have with Us, up to Your available credit limit.

In order to use Your VISA Check Card, You must have a qualified Share Draft (checking) Account with First City Credit Union. Failure to maintain a qualified Share Draft (checking) Account will result in the termination of Your VISA Check Card. Some of these services may not be available at all ATMs. You may also participate in other networks that We may make available from time to time. Regardless of the ATM or network used, We are not responsible for any additional withdrawal limitations imposed by the operators of such ATMs or networks.

POINT OF SALE (POS) TRANSACTIONS. If You have a Share Draft Account with Us, You may also use Your Automated Teller Card and/or VISA Check Card to purchase goods and services at any business establishment where the Card is accepted. VISA Check Card POS transactions are subject to a maximum of: (i) \$3,000.00 per day for credit transactions when Your signature is used; and (ii) \$1,500.00 per day for credit or debit transactions when Your personal identification number (PIN) is used. Withdrawals from automated teller machines (ATMs) are limited to \$500.00 per day.

PHONETELLER TRANSACTIONS. You may use Our PhoneTeller system in conjunction with Your PIN and/or Access Code to make the following types of transactions on designated accounts: (a) Verify Your Account balances; (b) View account transaction history; (c) Transfer funds between Share and Share Draft Accounts and/or loan Accounts; (d) Make loan payments by transfer of funds from Your Share or Share Draft Accounts; (e) Transfer funds between Your Accounts and authorized member Accounts; (f) Select a new PIN or password; (g) Miscellaneous inquiries on Credit Union services that affect Your Account; (h) Request an advance on Your VISA and Share Secured VISA Account(s) that You may have with Us, up to Your available credit limit; and (i) Subject to a \$10.00 minimum, request a check withdrawal be mailed to the address We have on file for You.

FIRSTCITYLINK TRANSACTIONS. You may use Our FirstCitylink system in conjunction with Your PIN and/or Access Code via a personal computer, internet enabled mobile computing device (e.g. smartphone or tablet) to make the following types of transactions on designated accounts: (a) Verify Your Account balances; (b) View account transaction history; (c) Make inquiries about Share Drafts that have cleared by check number; (d) Transfer funds between Share and Share Draft Accounts and/or loan Accounts; (e) Make loan payments by transfer of funds from Your Share or Share Draft Accounts; (f) Request an advance on Your Line of Credit; (g) Transfer funds between Your Accounts and authorized member Accounts; (h) Select a new PIN or password; (i) Download transaction data to Your PC; and (j) Miscellaneous inquiries on Credit Union services that affect Your Account.

Through the use of an imaging application/device, special software and an Access Code and/or User ID You may also use the FirstCitylink platform to access the remote deposit capture system to initiate the deposit of checks into Your share and share draft Account(s) You have with Us. You understand and agree that the remote deposit of Items into Your deposit accounts with Us through use of the remote deposit process is not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.) or Regulation E (12 CFR 1005.1 et seq.). The remote deposit of Items into Your designated deposit accounts with Us is instead governed solely by the terms and conditions set forth in the separate remote deposit capture agreement.

BILL PAYMENT TRANSACTIONS. Bill Payment is a service that works in conjunction with FirstCitylink that allows You to authorize the Credit Union to pay certain payees on Your behalf in amounts from \$1.00 to \$99,999.99 except to the extent that such payments are for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside the United States of America. In order to use Bill Payment, You must have a qualified Share Draft (checking) Account at First City Credit Union. By completing a Bill Payment transaction, You authorize Us to post any such payments to Your Share Draft Account. Bill Payment payments will be made by check or electronic transfer and may take as long as seven business days from the date requested to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You. Failure to maintain a qualified Share Draft (checking) Account or use the Bill Payment service at least every 30 days will result in the termination of such service.

E-CHECK TRANSACTIONS. You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal Government or other payer), You can call Us at (800) 944-2200 to find out whether or not the deposit has been made. You may also call Our PhoneTeller 24/7 system at (800) 934-2489 to find out whether or not the deposit has been made.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments, call Us at (800) 944-2200 or write Us at P. O. Box 86008, Los Angeles, CA 90086-0008 in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, You must put Your request in writing and get it to Us within 14 days after You call. The current fee for stop payment will be charged to Your Account. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

TRANSACTION SLIPS. You can get a receipt at the time You make any transaction to or from Your Account (except for FirstCitylink, Bill Payment, E-Check, telephonic or mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

FEES. We may assess reasonable charges against Your Account for electronic fund transfers. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule and PhoneTeller, FirstCitylink and Bill Payment information after Your Account is established. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; (i) You exceed any limits on Your Account; and (j) the debit card network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at (800) 944-2200 during business hours or (800) 682-6075 after hours, on weekends or holidays or write to Us at P. O. Box 86008, Los Angeles, CA 90086-0008 if You believe Your Card or PIN have been lost or stolen or if you believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell us within 2 business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transactions that You did not make, You will tell Us at once. If You fail to tell Us within 60 days after We mail You the periodic statement, You may not get back any of the money You lost after the 60 days if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. **Exception:** You will have no liability for unauthorized use for Your VISA Check Card as long as You report the loss or theft of Your VISA Check Card within 2 business days. If You report such loss or theft after 2 business days, or provide proper notification of other unauthorized VISA Check Card transactions, Your liability for unauthorized use will not exceed \$50.00. **These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your VISA Check Card.**

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone Us at (800) 944-2200 during business hours or write to Us at P. O. Box 86008, Los Angeles, CA 90086-0008 as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell us the dollar amount of the suspected error.

If You tell us orally, We may require that You send us Your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with

funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

If We decided that there is no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred.

UNAUTHORIZED TRANSFERS. To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us immediately at (800) 944-2200 or (877) 333-2489 during business hours or (800) 682-6075 after hours, on weekends or holidays or write to Us at P. O. Box 86008, Los Angeles, CA 90086-0008. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

FOREIGN TRANSACTIONS. For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance, plus or minus any adjustment determined by the Credit Union.

TERMINATION. We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling federal law.

SPECIFIC TERMS APPLICABLE TO AUTOMATED TELLER CARD AND VISA CHECK CARD WHEN DIRECTLY ACCESSING YOUR VISA OR SHARE SECURED VISA CREDIT LINE

CONSENSUAL LIEN. As permitted by law, You grant and consent to a lien on Your shares or other deposit accounts with Us (other than those deposits established under a governmental-approved tax deferral plan such as an IRA or Keogh account) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance created through the direct access of Your Automated Teller Card and/or VISA Check Card.

UNAUTHORIZED USE. You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us orally and in writing at the address or telephone number shown in this Agreement, of the loss, theft, or possible unauthorized use. In any case, Your liability will not exceed \$50.00.

FUNDS AVAILABILITY POLICY DISCLOSURE

THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS AT FIRST CITY CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.

General Policy. Our general policy is to make funds from Your deposits available to You on the 1st business day after We receive Your deposit. Electronic direct deposits will be available on the same day of deposit. Once they are available, You can withdraw the funds and We will use the funds to pay checks that You have written.

For determining the availability of Your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If You make a deposit prior to 5:00 p.m. on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after 4:59 p.m. on a day that We are not open, We will consider the deposit made on the next business day We are open.

ATM Deposits. For deposits made at ATMs owned and operated by First City Credit Union, deposits subject to delayed availability will become available for withdrawal on the 1st business day after the day of deposit. For deposits made at ATMs not

owned and operated by First City Credit Union, deposits subject to delayed availability will become available for withdrawal on the 5th business day after the day of deposit. All ATMs that We own or operate are identified as Our machines.

Holds on Other Funds. If We cash a check for You that is drawn on another institution, We may withhold the availability of a corresponding amount of funds that are already in Your Account. Those funds will be available to You at the time that the funds from the check We cashed for You would have been available if You had deposited it. If We accept for deposit a check that is drawn on another institution, We may make funds from the deposit available for withdrawal immediately but delay Your availability to withdraw a corresponding amount of funds that You have on deposit in another account with Us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this policy for the type of check that You deposited.

FUNDS AVAILABILITY POLICY DISCLOSURE (continued)

Longer Delays May Apply. We may delay Your ability to withdraw funds deposited by check into Your Account an additional number of days for the following reasons:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn Your Account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

In any case, We reserve the right to refuse an item for deposit or encashment.

Location of Check Endorsements. Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind

Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

Special Rules for New Accounts. If You are a new member, the following special rules will apply during the first 30 calendar days Your Account is open. Funds from electronic direct deposits to Your Account will be available on the day We receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, and federal, state, and local government checks will be available on the 1st business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$5,000.00 will not be available until the 9th business day after the day of Your deposit. Funds from all other check deposits will be available no later than the 9th business after the day of Your deposit. Further delays may apply.

Dividend Payment Policy. See the Account Disclosures section in these Agreements and Disclosures for Our policy on the payment of dividends.

WIRE TRANSFER AGREEMENT

THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 16930o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your application for membership. All modifications or additions to Your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay dividends or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in Your application for membership shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided,

WIRE TRANSFER AGREEMENT (continued)

however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer

request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

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FACTS

WHAT DOES FIRST CITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share Your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires Us to tell You how We collect, share, and protect Your personal information. Please read this notice carefully to understand what We do.

What? The types of personal information We collect and share depend on the product or service You have with Us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information, the reasons First City Credit Union chooses to share, and whether You can limit this sharing.

Reasons We can share Your personal information	Does the Credit Union share?	Can You limit this sharing?
For Our everyday business purposes - such as to process Your transactions, maintain Your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For Our marketing purposes - to offer Our products and services to You	YES	YES
For joint marketing with other financial companies	YES	YES
For Our affiliates' everyday business purposes - information about Your transactions and experiences	NO	WE DON'T SHARE
For Our affiliates' everyday business purposes - information about Your creditworthiness	NO	WE DON'T SHARE
For non-affiliates to market to You	NO	WE DON'T SHARE

To limit Our sharing

- Mail the form below

Please note:

If You are a *new* member, We can begin sharing Your information 30 days from the date We sent this notice. When You are *no longer* Our member, We will discontinue sharing Your information as described in this notice.

However, You can contact Us at any time to limit Our sharing.

Questions? Call (800) 944-2200 and enter option 0, or go to www.firstcitycu.org



Mail-in Form

Mark any/all You want to limit:

Do not share my personal information with non-affiliates to market their products and services to me.

Name	<input type="text"/>	Mail to: First City Credit Union P.O. Box 86008 Los Angeles, CA 90086
Address	<input type="text"/>	
City, State ZIP	<input type="text"/>	
Account Number(s)	<input type="text"/>	

What We do	
How does First City Credit Union protect my personal information?	To protect Your personal information from unauthorized access and use, We use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does First City Credit Union collect my personal information?	<p>We collect Your personal information, for example, when You</p> <ul style="list-style-type: none"> • open an account or provide employment information • apply for a loan or show Your government-issued ID • use Your credit or debit card <p>We also collect Your personal information from others, such as credit bureaus or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives You the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about Your creditworthiness • affiliates from using Your information to market to You • sharing for non-affiliates to market to You <p>State laws and individual companies may give You additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on Your account.

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>First City Credit Union does not share with Our affiliates.</i>
Non-Affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>First City Credit Union does not share with non-affiliates so they can market to You.</i>
Joint Marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to You.</p> <p><i>Our joint marketing partners include categories of companies, such as:</i></p> <ul style="list-style-type: none"> • <i>insurance companies</i>