

NOTICE OF CHANGE TO YOUR ACCOUNT AGREEMENT

Important changes to your account agreement – This is a notice of changes to the agreement of the account(s) you have with us. Your account(s) will be governed by the revised terms of the agreement below. The effective date(s) are indicated below.

If you continue to have your account(s) after the effective date you have accepted, and agreed to, the modified account agreement. If you do not accept these amendments, contact us at 405-230-1328.

Overview of changes – The section(s) or disclosure(s) in your account agreement that are changing are listed below. Each section or disclosure heading is followed by the effective date of the changes to that section or disclosure, as well as a summary of the changes to that section or disclosure. The full text of the section(s) or disclosure(s) of the account agreement that have changed is provided at the end. If you have any questions about these changes, contact us at 405-230-1328 or info@focusfcu.org.

Funds Availability:

Effective date: 7/01/2025

Important new information about making withdrawals from your account – We are making changes to our funds availability policy with you. The dollar amounts shown in bold italics have increased. The result of this change is that, in the circumstance when the updated dollar amounts apply, more money will be made available to you sooner.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$6,725 on any one day.

You redeposit 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 computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

Terms and Conditions:

Effective date: _____

Summary of changes – Below is a list of sections of the Terms and Conditions of your account with changes. Each section heading is followed by a summary of the changes to that section. In general, to make finding the full section easier, the sections are in the order presented in the attached terms and conditions.

- **AGREEMENT** – Technical wording changes were made to this section. For example, "this document" was changed to "this agreement" throughout the section.
- **WITHDRAWALS** – The "Generally" subsection was renamed to "Important terms for accounts where more than one person can withdraw." Referenced a "separately provided" penalty notice in the "Notice of withdrawals" subsection.
- **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES**
 - "Determining your available balance" subsection – Made clarifying edits relating to the types of authorized transactions that get added to or subtracted from the account balance.
 - "Overdrafts" – Clarified that "one-time" is sometimes referred to as "everyday."

- "Nonsufficient Funds (NSF) fees" subsection – Clarified that it is the merchant or payee that controls whether an item or payment is re-presented.
- "Important information regarding decoupled cards" subsection – This section is new.
- "Funds availability" subsection – We included a cross-reference to the funds availability disclosure which is titled, "Your Ability to Withdraw Funds."
- "Payment order of items" subsection – We changed the phrase "check, item, or transaction" to the plural usage. We also added "which may result in one or more overdraft or NSF fees" to the end of the same sentence.
- OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION section – Updated to include a sentence that says, "We reserve the right to refuse some forms of ownership and beneficiary designation on any or all of our accounts unless otherwise prohibited by law."
- STOP PAYMENTS section – Changed "by computers" to "by using an automated process."
- AMENDMENTS AND TERMINATION section – The section has undergone an extensive revision. The following are some of the changes that have been made. We have clarified that the types of changes we can make include modifying or deleting existing terms as well as adding new terms. Text was added to document our right to suspend, modify, convert, or terminate a service. We added information on how any of these types of changes can be communicated to you. We added information about the process of closing an account.
- CORRECTION OF CLERICAL ERRORS section – Under this new provision, you agree to allow us to correct a clerical error, unless otherwise prohibited by law.
- NOTICES section – A sentence was added on communicating via email (for parties who may have agreed to that method of communication).
- STATEMENTS section
 - "Your duty to report unauthorized signatures, alterations and forgeries" subsection – Revised subsection title to "Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items." Made corresponding changes to the text of the subsection.
 - "Duty to notify if statement not received" subsection – Added the following sentence, "Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement."
- DIRECT DEPOSITS section – The title of this section has been changed to REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS. Also, the word "available" was added to the last sentence.
- AUTHORIZED SIGNER section – The section was modified to, in certain circumstances, permit an authorized signer on an account with multiple owners.
- CHECK CASHING section – Removed the word "such" from the second sentence.
- LEGAL ACTIONS AFFECTING YOUR ACCOUNT section – Added several references to applying "applicable law" throughout. Also, added a sentence stating that this agreement does not waive any depositor rights to challenge a legal action. Added the words "or transfers" after "we may ... not allow any payments or transfers." Clarified that in addition to the option of freezing an account, we may take other actions as may be appropriate under the circumstances.
- ACCOUNT SECURITY section
 - "Your duty to protect account information and methods of access" – Added the word "Your" to the beginning of this subsection's title. Added the following language, "You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent." Also, language was added to describe identity verification methods that may be used to protect account security.
- TELEPHONIC INSTRUCTIONS section – The section title was changed to INSTRUCTIONS FROM YOU and revised to include email instructions.
- MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS section – Change the nature of the section from a consent provision to a disclosure. Changed the section title to MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS.
- CLAIM OF LOSS section – Added "/one-time" after the word "everyday." Also, the word "generally" was added to the second sentence.
- EARLY WITHDRAWAL PENALTIES section – Changed "See your notice of penalty for early withdrawals ..." to "See your separately provided notice of penalty ..."
- ADDRESS OR NAME CHANGES section – Changed the section title to CHANGES IN NAME AND CONTACT INFORMATION. Expanded the section to include more than just address changes.
- TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES section – Changed "our internal policy" to "our policy."
- ACH AND WIRE TRANSFERS – This section has been retitled "Funds Transfers" and the language has been revised to allow the paragraph to apply more broadly, including to instant payment systems such as FedNow and Real Time Payments (RTP).
- FUNDS TRANSFERS – The first paragraph in this section has been reordered and revised to allow the paragraph to apply more broadly, including to instant payment systems such as FedNow and Real Time Payments (RTP), and to indicate that Reg E and UCC4A might overlap for certain consumer instant payment transfers. The "Funds transfer" subsection has been slightly revised for medium neutrality, in line with the updated 2022 UCC Amendments. The "Amendment of funds transfer agreement" subsection has been removed as duplicative of the Amendments and Termination section. In addition, the "Duty to report unauthorized or erroneous payment" subsection was moved to appear immediately prior to the "Objection to payment" subsection.
- INTERNATIONAL ACH TRANSACTIONS section – This section is new.

Important information about your consent - As a reminder, if you consented (opted-in) to our authorizing and paying overdrafts on your ATM and one-time debit card transactions, you have the right to revoke such consent at any time by contacting us through any reasonable means.

TERMS AND CONDITIONS OF YOUR ACCOUNT

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

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

We require all Parties transacting business with TFFCU in any capacity to be identified with the forms of identification accepted by TFFCU. We require said Parties to provide information and documentation to support their request which will be reviewed and deemed acceptable by TFFCU. TFFCU maintains the right to refuse the transaction based on the information and/or documentation provided. Each person admitted to membership 18 years of age and older is entitled to one vote in Credit Union elections, irrespective of the number of shares held. Each person must provide a valid SSN/ITIN prior to account opening.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account

(whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Oklahoma and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

MEMBERSHIP ELIGIBILITY - To join The Focus Federal Credit Union (TFFCU), you must meet the membership requirements, including purchase and maintenance of at least one (1) share ("membership share") as set forth in our Bylaws, i.e. \$5.00 in Membership Share Savings Account, ID 0000. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request. Focus personally invites anyone who lives, works, worships or attends school in Oklahoma, Cleveland, Canadian, Lincoln, Logan, McClain and Grady Counties to become a member and experience superior service first hand. Membership may also include "other persons that qualify" criteria which includes immediate family or household, volunteers in the community, spouses of persons who died while within the field of membership. We look forward to having the opportunity to serve you and welcome you to the Focus family.

BYLAWS - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

TERMINATION OF MEMBERSHIP

You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to us. Any material misrepresentation or false information provided by you on any membership documentation, loan documentation or financial information is grounds for default and termination of membership in TFFCU. Additionally, suspension of services to members who are abusive, harassing, assaulting or causing property damage or other disruptive acts to TFFCU employees, TFFCU members, and others or who present a risk of loss to TFFCU will be notified of suspension and/or membership.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

Right to Refuse Deposit. If you request that we accept for deposit a substitute check that was not created by a financial institution or a check that has already been deposited at a financial institution but returned, we are under no obligation to accept the check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees, and expenses that may arise because of our acceptance of the item. In any event, in our discretion, we may refuse any deposit, limit the amount that may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the account subject to applicable regulations.

WITHDRAWALS

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each

of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated/Staledated drafts/checks - We may pay any draft/check drawn on your account with us without regard to its date, unless you notify us to stop payment on the draft/check and the stop payment order is in effect at the time of payment. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Courtesy Pay Program and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

For debit card transactions involving merchant authorization holds (see "A temporary debit authorization hold affects your account balance" section of this Agreement), because there may be a longer delay between an authorization hold being applied and the transaction posting, this can sometimes result in a [debit card paid NSF fee or whatever terminology you use] based on an insufficient available balance at the time of a transaction posting, even if the available balance was sufficient earlier at the time of the authorization hold being applied.

It is important to keep in mind that for debit card transactions, we check your available balance at two separate times – first at the time a merchant authorization request is received, and second, when the transaction "settles" and posts to your account. If your available balance is insufficient to pay the pre-authorization amount requested by a merchant, we will decline the request. If your available balance is sufficient to cover a merchant's authorization request, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant's authorization request. If the transaction later "settles" and posts to your account when the merchant or merchant's financial institution requests payment at a time when the available balance is insufficient to pay the posted transaction without causing an overdraft (i.e., paying the posted transaction results in an available balance of less than \$0), we will charge a [debit card paid NSF fee or whatever terminology you use] on that transaction even though the available balance was sufficient to cover it at the time the transaction was authorized.

The following example illustrates how this works:

Assume your actual [or current or ledger – whichever terminology you use] and available balance are both \$40, and you use your debit card at a restaurant for \$30. If the restaurant requests preauthorization in the amount of \$30, an authorization hold is placed on \$30 in your account, so your available balance is only \$10. Your actual [or current or ledger] balance would remain \$40. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 clears or is "settled" or posted. Because your available balance is only \$10 (due to the authorization hold of \$30), your account will be overdrawn by \$30,

even though your actual [or current or ledger] balance is \$40. In this example, if we pay the \$40 check under our discretionary overdraft services [or whatever terminology you use], we will charge you a paid NSF fee [or whatever term you use] of \$xx, which will be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount (which may be \$30 or even a different amount, for example, if you added a tip) to the restaurant. Because the amount of the restaurant charge exceeded your available balance at the time the restaurant charge "settled" (i.e., at the time the merchant or its financial institution requested payment or the transaction posted to your account), we will charge you a debit card NSF fee [or whatever term you use] of \$xx, even though the restaurant transaction was authorized and approved with a sufficient available balance.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process phone and online banking transfers first, in the order they are received on the day they are processed. We process ATM and debit card transactions second, in the order they are received on the day they are processed. We process ON-US checks third, in the order they are received on the day they are processed. We process ACH Transactions fourth, in the order they are received on the day they are processed. We process Share Drafts (checks) fifth, in the order they are received on the day they are processed. We process Bill Pay transactions sixth, in the order they are received on the day they are processed. We process Automatic Transfers seventh, in the order they are received on the day they are processed.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. We will not charge you a fee for paying an overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - The classification and form of ownership of your accounts are designated on your Membership Application. Unless you waive our rights, you understand that certain account designations, such as joint ownership with rights of survivorship or Payable-On-Death ("POD") beneficiary, may be invalidated upon the Credit Union's receipt of marriage dissolution notices or a testamentary disposition, as required by applicable law.

INDIVIDUAL ACCOUNT - An individual account is an account owned by one depositor, including any individual, trust, or other fiduciary relationship qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the POD beneficiary or decedent's estate, if applicable.

JOINT ACCOUNTS - An account owned by two or more persons is a joint account. Any account in which you request joint ownership with another party will be an individual account until the Credit Union receives a Membership Application signed by you and the joint owner(s), at which time the account will be a jointly owned account and the following joint ownership rights will apply.

- a) **Joint Ownership.** Joint owners do not have rights of membership. Joint owners are not members unless they are eligible and qualified as members and have separate accounts in their own names. Joint owners can be listed individually on sub-accounts or at the Account Level which authorizes the joint owner on all deposit sub-accounts under that account (with the exception of Individual Retirement Accounts (IRAs) and Coverdell Education Savings Accounts).
- b) **Rights of Survivorship.** If yours is a joint account, it is owned as a joint account with rights of survivorship. Upon the death of one joint account owner, that person's interest will become the property of the surviving joint account owner(s).
- c) **Rights of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s). The Credit Union may accept orders and instructions regarding the account requests for future services from any account owner. Each account owner guarantees the signature of the other owners. The member may by written order, remove any joint owner of the account. Joint owners may, by written order, remove themselves from the account. Any account owner, include any joint owner, may withdraw all funds in the account, stop payment on items drawn on the account,

withdraw, or pledge all or any part of funds in the account, without the consent of the other account owner(s), and the Credit Union shall have no duty to notify any of the other account owner(s), including any joint owner(s). If the Credit Union received written notices of a dispute between the account owners or received inconsistent instructions from them, we may suspend or terminate the account, require a court order to act or require that all joint account owners agree in writing to any transaction concerning the account.

- d) **Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the account owners, including any joint owners, is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft or unpaid amount and any fees, regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. If any account owner, including any joint owner, is indebted to the Credit Union, we may enforce our rights against any or all funds in the joint account, regardless of who contributed to the joint account.
- e) **Joint Account Owner Information.** You agree that if you provide your Personal Identification Number ("PIN") or access code to a joint owner of your deposit account or another person, you understand and agree that person has full access to and your authorization to receive any deposit or loan account information of yours. The Credit Union has no responsibility to inquire about the person's authority or permission to access your information and will not be liable for providing any account information access to such person.

Accounts for Minors - We may require any account established by a minor to be a joint account with a joint owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned items, overdrafts, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is a joint owner on the account, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We shall not be required to change the account status when a minor reaches age 18, unless the minor, Legal Guardian, or joint owner, or all account holders authorize us to do so in writing at that time.

Revocable Trust or Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If, at the death of the owner(s) of this account, the beneficiary is not living, the beneficiary's estate acquires ownership of the account. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time. Distributions from pay-on-death (POD) accounts shall be consistent with 6 Okla. St. 2025 for credit unions.

Account for a Trust - You will be required to submit a completed Account Authorization for (Revocable/Irrevocable) Trust signature card. We will establish accounts for trusts pursuant to the information contained in that form. The funds in the account(s) belong to the Trust and are managed by the Trustee(s). We do not act as a trustee and are under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify us in writing if a change of trustee occurs. We may rely upon the directions of any trustee until a written notice of revocation of the living trust or a new Account Authorization for Trust Form is received. The trustee(s) agrees to indemnify and hold us harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which we rely prior to notice of revocation of the trust. To meet bylaws membership qualifications in TFFCU, a separate Primary Savings Account must be maintained with a minimum \$5 membership share.

AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

GUARDIANSHIP AND ESTATE ACCOUNTS - A guardianship account is established on behalf of a ward on which an entity or person, legally designated as guardian by the courts, acts on behalf of the ward as Authorized Signer. The account is established under the name of the ward and the account must show the ward as the only owner. Neither the guardian nor a third party can have ownership interest in the account. The account title must be established to designate in the nature of the account.

The ward must be eligible for membership and is the Primary Member. The guardian is an Authorized Signer. The guardian agrees to be bound by the terms of the Account Agreements and to furnish TFFCU a copy of the Letters of Guardianship, Orders Appointing Guardian or other court orders designating the legal guardian and such other documents and authorizations as we may deem necessary or appropriate.

In opening a guardianship account, TFFCU acts only as a depository for the wards funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the guardian. The guardian agrees that he or she is liable to TFFCU for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold TFFCU harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the guardian in handling or dealing with the account.

If we are presented with Letters of Guardianship, Letters Testamentary, or Letters of Administration valid on their face, you agree that we will have no further duty to: (i) determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative; (ii) determine if an act of the guardian or estate representative is in accordance with or authorized by the Oklahoma Probate Code or other applicable law; (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian or estate

representative; or (iv) oversee the administration by a guardian or estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary, or Letters of Administration that are valid upon presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters that we know to have expired without renewal pursuant to the provisions of the Oklahoma Probate Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check that is presented for payment or to honor any requests for withdrawal of funds from the account of a ward or an estate until we receive renewed Letters or another order issuing out of a court of competent jurisdiction.

REPRESENTATIVE PAYEE ACCOUNTS - A representative payee account is established on behalf of a recipient ("Beneficiary") of benefits from the Social Security Administration (SSA) or Supplemental Security Income (SSI) on which an entity or person, as designated by the SSA as representative payee, acts on behalf of the recipient as Authorized Signer. The account is established as representative payee under the name of the Beneficiary as "Authorized Signer" and the account must show the name of the Beneficiary as the only owner. Neither the representative payee nor a third party can have ownership interest in the account. While the Beneficiary retains ownership interest, the account title must be established to not permit him or her to have direct access to the funds. The Beneficiary must be eligible for membership and is the Primary Member. The representative payee is an Authorized Signer. The representative payee agrees to be bound by the terms of the Account Agreements and to furnish TFFCU a copy of the written SSA authorization designating the representative payee and such other documents and authorizations as we may deem necessary or appropriate.

In opening a representative payee account, TFFCU acts only as a depository for the Beneficiary's SSA or SSI funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the representative payee. The representative payee agrees that he or she is liable to TFFCU for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold TFFCU harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the representative payee in handling or dealing with the account. Unless expressly stated to the contrary, all of the other terms and conditions of the Membership and Account Agreements apply with equal force to representative payee accounts.

SOLE PROPRIETORSHIP AND DOING BUSINESS AS (DBAs) - I affirm that I am the sole proprietor of the sole proprietorship named on the Account Signature Card. You may pay out funds with my signature. You may accept and/or endorse checks made payable to me or to the sole proprietorship named on the Signature Card that you receive for deposit. I may pledge any or all of the funds on deposit in the account as collateral security to any loan(s) subject to then current loan policies. If a checking account is opened with you, I agree that the account shall be governed by the terms of this Savings Account Agreement as well as the terms of the applicable Checking Account Agreement.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us.) Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening or by 9:00 a.m. of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

AMENDMENTS AND TERMINATION - We may amend or delete any term of our bylaws or this agreement. We may also add new terms to our bylaws or to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason (including if your membership in the credit union terminates). For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method. Only a joint tenant that is a member can close an account.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

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

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations (including forgeries and counterfeit checks), you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

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

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check,

amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

FUNDS TRANSFERS - Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, this agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association and other funds-transfer system rules, as applicable. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH or other funds-transfer systems. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

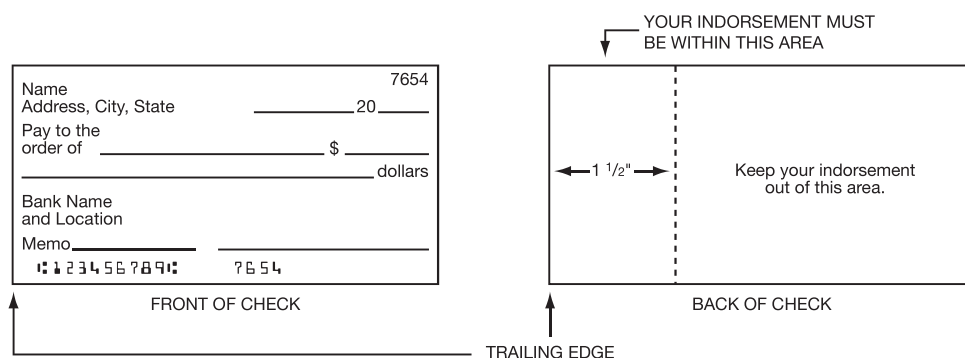
FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

NCUA INSURANCE - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website at www.ncua.gov and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

INACTIVE ACCOUNTS - If your account falls below any applicable minimum balance and you have not made any transactions over a period of twelve (12) months, we may classify your account as inactive and begin assessing a monthly service fee as set forth in the Fee Schedule. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned and/or unclaimed property.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account. We may require anyone claiming a deceased owner's account funds to indemnify us from any losses resulting from our honoring that claim. This agreement will be binding upon any heirs or legal representatives of any account owner.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

ACCOUNT SECURITY -

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full

use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

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

CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

OVERDRAFT LIABILITY - If on any day, the funds in your share draft (checking) account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. Our determination of an insufficient account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. We do not have to notify you if your share account does not have funds to cover drafts, fees, or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Rate and Fee Schedules. Except as otherwise agreed to by us in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. As explained in the separate Overdraft Protection Plan and Courtesy Pay Program.

COURTESY PAY AND STANDARD OVERDRAFT PROTECTION PROGRAM

Standard Overdraft Protection

We pay all checks and debits on your share draft checking account in order of arrival sequence throughout the day. In the event that we do pay any such item, we will not waive our right to dishonor any subsequent items presented. If we do pay an item, the amount of which exceeds the balance in the Account upon which it is drawn, or if any item deposited to your Account is subsequently returned and charged back to your Account creating an overdraft, you agree to pay us immediately the amount by which that Account is overdrawn together with any fees that we might assess. You also authorize us to deduct any overdraft from your next deposit (including a direct deposit of social security or other government benefits), to withhold or to transfer funds from any other Account to which you are Party in amounts sufficient to cover any overdraft and resulting overdraft fees, or to use any other collection remedy available to us by law. If you write a check or take any other action that would result in an Account becoming overdrawn, then unless you have specifically refused automatic overdraft protection from your Accounts, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your Savings Account or any other Account permitted by us or to make an advance under your Line of Credit Agreement* with us, in \$100 increments (or a lesser amount if your available amount is less than \$100 but sufficient to pay the item(s) presented) to pay such check or otherwise remedy the overdraft, together with any service charge we may impose. If you draw from a Line of Credit, you will pay interest only on the loan amount you advance.

Protect yourself from the hassle and high cost of an overdrawn account by **requesting** Standard Overdraft Protection for your Focus Checking Account. In the event that insufficient funds are available in your checking account, Standard Overdraft Protection will automatically transfer funds from your savings, a Line of Credit and/or any other share accounts you designate.

- Prevents NSF returned checks
- Prevents merchant returned check charges
- Prevents collection agency fees and damage to your good credit
- There is no charge to set up automatic Standard Overdraft Protection.

Automatic Transfer from other Share Accounts - You can request the convenience to automatically transfer funds to cover insufficient withdrawals for your share draft checking, from a savings account, share club account, and/or share money market account.

Line of Credit* - This credit line allows you to borrow up to the credit limit and automatically transfers in \$100 increments, if this amount is not available, then the "available balance" will be transferred. If you draw from a Line of Credit, you will pay interest only on the loan amount you advance. ***Line of Credit is a credit product and subject to credit approval. Rates are based on creditworthiness, your rates may differ.**

Courtesy Pay Overdraft Protection

Courtesy Pay Overdraft Protection is a service that adds a measure of protection to your checking account. Courtesy Pay may cover share draft checks, ACH withdrawals, Bill Pay items, and reoccurring Visa Check Card transactions that would overdraw your account, up to the approved limit, for one fee per covered overdraft transaction. Instead of returning the item for insufficient funds, TFFCU will pay the item. **Share draft accounts must have direct deposit to be eligible for this service in the shared draft account with a Visa Check Card.**

Courtesy Pay Overdraft Program is available for Point of Sale Transactions and ATM Withdrawals by choosing to Opt-In. You may OPT-IN or OPT-OUT of TFFCU's Courtesy Pay program for ATM and everyday Visa Check Card transactions for one share draft checking account by logging into Online Banking or visiting a branch. If you choose not to OPT-IN to this Courtesy Pay Program and you attempt an ATM or Visa Check Card transaction at a time when your account does not have sufficient available funds to cover the transaction, the transaction will be declined. Please note that if you choose to OPT-OUT of the ATM and everyday Visa Check Card transaction, TFFCU will continue to apply its current overdraft policies to paper share draft checks, ACH, and

reoccurring Visa Check Card transaction. In the event that you choose to OPT-OUT of this program for ATM and everyday Visa Check Card transactions, the date all items are presented for payment and the processing order could still cause a paper share draft check, ACH, or reoccurring Visa Check Card transaction to result in an overdraft of your account and fees will apply. You or any joint owner(s) have the right to revoke the OPT-IN at any time.

This Courtesy Pay Overdraft Program service is intended to assist members in the event of an unintended overdraft, and should not be considered a source of additional funds. It provides you the security of knowing your transaction will be processed, not returned for insufficient funds, and it saves you from being charged any additional fees by the merchant.

- No fee if you don't overdraw your account
- Reduces the risk of having transactions, like paying for groceries or car repairs, declined if you make an inadvertent error in your checking account or a pending direct deposit processed
- Can assist in case of an emergency

Courtesy Pay Overdraft Program Term and Conditions: You agree that payment on any item that causes an overdraft on any occasion(s) does not obligate TFFCU to pay any other items that would cause an overdraft in the future. We have no obligation to notify you before we pay an item that will result in an overdraft, or before we return an item unpaid due to insufficient funds. You agree to pay the amount of any overdraft and fees immediately upon demand. You agree that we may pursue any collection remedy available under applicable law.

The Focus Federal Credit Union (TFFCU) is under no obligation to pay any item or withdrawal request presented to any account containing insufficient available funds; however, at our discretion this standard overdraft Courtesy Pay Program may be utilized to honor checks, reoccurring Visa Check Card debits, Bill Pay, and Automated Clearinghouse (ACH) withdrawals presented to your account when available funds would not otherwise cover such items. You hereby authorize TFFCU, at its discretion, to over draft your account by paying checks, reoccurring Visa Check Card debits, and ACH withdrawal transactions. If TFFCU elects to pay these items, you will incur a fee for each transaction. The total number of fees charged for checks, reoccurring Visa Check Card debits and (ACH) withdrawals depends on the number of transactions paid. The share draft checking account must be brought positive with direct deposit (and remaining positive overnight) at least once every thirty days or less and there are no legal orders outstanding on your account. If the account remains negative for 45 days, the account will be closed.

Your pre-authorized standard overdraft protection plan will be exhausted before the Courtesy Pay Amount of \$500 will be invoked to pay any of these transactions.

- Focus Checking Accounts and Interest Checking Accounts - \$500
- Fresh Start Checking Accounts - \$0
- Accounts with a Credit Builder Loan - \$250 for Share Draft Checking Accounts or Interest Checking Accounts

Your account will be charged fees for overdrafts and/or transfer fee linked from a share account at TFFCU as set forth in the Fee Schedule and as permitted by law, we will assess an overdraft fee for any item or withdrawal request that is paid and results in an overdraft to your account and for any item that is returned due to insufficient funds.

Please be aware that multiple fees may be charged to your account in one day, subject to the provisions referenced above, depending on the number of checks, electronic items and other withdrawals presented to your account when funds are insufficient. Transactions are not necessarily processed in the order in which they occurred and the date paper and electronic items are presented for payment and the processing order may affect the total amount of overdraft fees charged to your account. We pay all checks and debits on your checking account in order of arrival sequence throughout the day.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

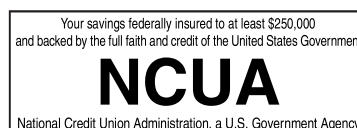
We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.



FEDERAL CREDIT UNION

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Limits and Fees

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account. You are allowed one fee refund per calendar year.

Credit Union Membership	\$5.00 par value
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Share Savings Account Fees	
Savings Non-Sufficient Funds	\$30.00 per item

Checking Account Fees	
Fresh Start Checking	\$9.99 per month
Check Printing	Prices vary depending on style
Imaged Checks w/Paper Statement	\$5.00 per statement
Temporary Checks	No fee for initial account opening. Additional \$1.00 each, min. of 4 checks
Stop Payment	\$30.00 per item/\$40.00 per group of checks
Non-Sufficient Funds	\$30.00 per item
Uncollected Funds	\$30.00 per item
Check Copy	\$2.50 per item
Golden Oaks Checks	2 free boxes per calendar year-gray smoke duplicate only
Courtesy Pay	\$30.00 per item

Courtesy Pay fees may apply to checks/drafts, ACH debits, and Bill Pay online payments that bring your checking account balance negative. If you want The Focus Federal Credit Union (TFFCU) to authorize and pay overdrafts on your ATM and one-time point of sale check card transactions, you will need to opt-in.

Money Market Checking Account	
Balance Below Minimum Fee	\$2,500 minimum; \$15.00 per occurrence
Excess Withdrawal Fee	Six (6) per month with no fee; \$5.00 for each withdrawal after six (6)
Minimum Withdrawal Fee	Minimum is \$100; \$5.00 for each withdrawal below \$100.00

Regular Checking Account fees also apply, and fees could reduce earnings on account.

Other Service Fees	
Account Research	\$30.00 per hour, one (1) hour min.
Copy of Lien	\$10.00
Skip-A-Pay	\$40.00
Telephone Loan Payment by Check or Debit	\$10.00 per transaction by check/debit card
Loan Coupons	\$5.00 per book
Statement (Paper/Reproduced)**	\$3.00 per statement
Photo Copies	\$2.50 per page
Garnishments/Levies	\$30.00 each
Child Support Levy	\$20.00 each
Inactive Account	\$5.00 per month* *Less than \$100 and no activity for 14-months. Minor accounts excluded.
Returned Mail/Address/Statement	\$6.00 per month
Verification of Deposit	\$10.00 per request
Non-Member Share Check to Official Check	\$3.00 per check
Travelers Card	\$4.00 per card
Visa Gift Cards	\$2.50 per card
Fed Ex Overnight	Based on Charge
Check Cashing Fee	\$5.00 per transaction
Early Closed Account Fee	\$10.00 if the account is closed within 12 months of opening
Deposited Item Return	\$5 non-personal \$30 personal

It is the policy of TFFCU to cash checks at no charge, if you have at least one of the following:

- 1) An active TFFCU checking account
- 2) A TFFCU Certificate Account
- 3) A TFFCU Money Market Account
- 4) A TFFCU Loan

*Effective 7/1/2025, new accounts that elect to receive paper/mailed statements will be assessed a \$3.00 monthly statement fee.

Bill Pay	
Non-Sufficient Funds	\$30.00 per item
Expedient Pay	\$14.95 per item
Same Day ACH Payment	\$9.95 per item
PopMoney Transfers	\$1.50 per item
Stop Pay	\$30.00 per item

Electronic Services	
ACH Stop Payment	\$30.00 per item
ACH Origination Returned Item	\$30.00 per item
Visa Debit/ATM Card Replacement	\$5.00 for each replacement card
Expedited Visa Debit/ATM Card	\$30.00
In Person/Over Phone PIN Replacement	\$2.50
Domestic Wire Transfer-Incoming	\$10.00 per wire
Domestic Wire Transfer-Outgoing	\$30.00 per wire, \$100 min.
ATM Image Capture	\$75.00 plus TFFCU cost to obtain per transaction
ATMs Surcharges and Network Fee Language	TFFCU will not impose a surcharge to you when you conduct transactions on ATMs we own and operate. ATMs owned and operated by other financial institutions may surcharge, including some TransFund network machines.