

MEMBERSHIP / TERMS & CONDITIONS / ACCOUNT AGREEMENT

This is the Agreement between the organization ("the member", "you"), and OU Federal Credit Union ("Credit Union", "we", "us"), regarding your accounts with the Credit Union. You should retain a copy of the agreement and feel free to call the Credit Union if you have any questions. In addition to your agreement with the terms and conditions set forth in this document, by establishing an account with the Credit Union you acknowledge receipt of and agree to the various terms provided to you with regard to Availability of Funds, Electronic Funds Transactions and Wire Transfer Disclosures. You also agree to abide by the Bylaws of the Credit Union.

Throughout this Agreement, the words "you" and "your" mean the organization member, represented by authorized signers. The words "we", "our", "us", and "Credit Union" mean OU Federal Credit Union.

Becoming a Member. To initiate a membership in the Credit Union, you must complete an Organizational Account Agreement, open a Regular Share Account and deposit and maintain a new membership fee of the minimum required share(s) ("membership share") as set forth in the Credit Union's bylaws on behalf of, and at the behest of, the specified organization at the University of Oklahoma. The basic share deposit that must always be kept in the Regular Share Account is \$5.00.

Deposits Generally. After you have established your Regular Share Account, you may make additional deposits into that account, at any time and in any amount. Your accounts are not transferable except on the Credit Union's books and records. We may establish minimum amounts for deposits in your Regular Shares Account or any other accounts you have with the credit union. You can make deposits in person or by mail. At the present time, you can arrange to have electronic deposits into the account. If you have an automatic teller machine (ATM) card or a debit card, you can also make a deposit through one of the automated teller machines equipped to accept deposits.

If we deposit any funds into the account(s) by direct deposit, which should have been returned to the State or Federal Government for any reason, you authorize us to charge the account for the amount of those funds and return the funds to the issuing governmental entity. We may charge the account without providing prior notice, unless otherwise required by law, and return the funds to the issuing party. We may also charge the account for this type of transaction if so disclosed on our fee schedule.

If you have been given access to the OU Federal Credit Union Telephone Audio Response System and/or our OU Federal Credit Union On-Line Banking Service, you can also transfer funds between account types within this credit union. If you have arranged to have direct electronic fund transfer deposits made to the account, you can call us at (405) 325-2211 to find out whether or not the deposit has been made. In addition, you will receive an account statement showing all such direct deposits at least monthly. Account statements will be admissible as evidence of the electronic fund transfer deposit or other transactions they represent in any action in a court of law.

All deposits are subject to proof and verification. If you deposit a check, draft, or other non-cash item, we have the right to clear it before we make the money available subject to applicable federal regulations. If there are special fees for collecting deposits, you promise to pay them. We may deduct such fees directly from the account. If we feel there is a reason to do so, we may refuse, limit, or return any deposit. We have the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement.

We reserve the right not to pay interest on amounts subject to garnishment, levy, or other legal process; and we reserve the right not to pay interest on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest).

All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. All endorsements placed on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the credit union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees.

Only checks or drafts that are payable to the organization should be deposited into the account. Checks or drafts payable to the organization should be endorsed with only the name of the organization and 'For Deposit Only'. A

stamp containing this verbiage may be used for endorsements. No authorized signer's signature should appear in the endorsement.

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

Transaction Restrictions. We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between authorized signers (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; or (3) required documentation has not been presented. We may require you to give written notice of seven (7) to 60 days before any intended withdrawals. Please also see our Funds Availability Policy Disclosure below. Other types of transfers and withdrawals, such as those made in person, by mail, or at an ATM can be made without limitation. The Credit Union reserves the right to require not less than 7 days advance notice nor more than 60 days advance notice from you of any withdrawals.

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.

Special Terms Regarding Share Draft Accounts

Deposits Generally. Once you have established a Share Draft Account (at some Credit Unions, these are called checking accounts), you may make additional deposits into those accounts at any time and in any amount subject to the terms of this Agreement. The above terms regarding "deposits generally" also apply to Share Draft Accounts, except as they may be modified by this section. All drafts drawn on the Share Draft Account may be returned by us unpaid for any reason that drafts are normally returned, such as, for example, insufficient funds, uncollected funds, or litigation.

Share Draft Account Minimum Balance. There is no minimum amount required to open or maintain a Share Draft Account.

Share Draft (Checking) Account. Share drafts must generally be ordered through the Credit Union. If share drafts are not ordered through the Credit Union, the Credit Union will assess a fee whenever problems in clearing such drafts in an automated fashion arise. When you order share drafts through the Credit Union, the Credit Union will charge the account for the costs of said share drafts, with costs varying depending on the style of drafts ordered. You may select drafts from the current styles available.

Checks Presented for Payment In Person. We may refuse to accept any check or draft drawn on the account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment. If we agree to pay a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the Fee Schedule.

Remotely Created Checks. For purposes of this paragraph, "account" means a transaction account and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the organization on whose account the check is drawn. A remotely created check is generally created by a third-party payee as authorized by the authorized signer of the account on which the check is drawn. Authorization is usually made over the telephone or through on-line communication. The authorized signer of the account does not sign a remotely created check. In place of the authorized signer's signature, the remotely created check usually bears a statement that the signer authorized the check or bears the signer's printed or typed name. If you authorize a third party to draw a remotely created check against the account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit the account and may charge against the account any remotely created check for which the third party has proof of authorization.

Transaction Limitations. Except as otherwise stated in this Agreement, or in any applicable federal or state law or regulation, there are no transaction limitations on this account.

Payment of Share Drafts. The Credit Union is under no obligation to pay a share draft which is more than 6 months old. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a draft.

Funds Availability. Funds from deposits you make into your Share Draft Account may not always be immediately available. Refer to our Funds Availability disclosure below for more details.

The use of the Share Draft Account is subject to other terms, conditions and requirements as the Credit Union may establish from time to time.

Fees. As with all other accounts, your Share Draft account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Fee Schedule for a list of fees. These fees may be changed at our discretion.

Overdraft(s). The Credit Union is under no obligation to pay a share draft presented for payment, or notify you if it would result in the Share Draft Account being overdrawn (a draft written against your Share Draft Account when insufficient available funds are on deposit in the account is known as an NSF Share Draft), however, you agree to reimburse the Credit Union for funds advanced if the Credit Union does pay a share draft or other authorized transaction from the account(s), including any fee applicable for such an overdrawn account. You agree for the 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 directly from the share draft account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. This liability is due immediately and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

Standard Overdraft Protection. To the extent authorized by law, you hereby authorize us to transfer funds from the Regular Share Account, if there are sufficient funds in the Regular Share Account. Any overdraft transfers resulting from this procedure may result in a fee being assessed to the Regular share account. You agree to hold the credit union harmless for any and all liability that may otherwise exist if a transfer does not occur.

The following is important information regarding the account balance, how transactions are posted to the account, and when an overdraft or NSF fee will be charged. You should read these disclosures carefully. If you have questions, please see a branch representative, or give us a call.

Courtesy Pay Overdraft Disclosures. Organizational accounts are not offered Courtesy Pay Overdraft Protection.

Checking Account Balance. The checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review the account online, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in the account at any given time. This section explains actual and available balances and how they work.

The *actual* balance is the full amount of all deposits made into the account less payment transactions that have actually "posted" to the account. While the term "actual" may sound as though the number you see is an up-to-date display of what is in the account that you can spend, that is not always the case. It does not reflect checks that have been written or payments that have been authorized or holds on deposits that have not yet been posted. For example, if there is a \$50.00 actual balance, but you just wrote a check for \$40.00, then the actual balance is \$50.00 but it does not reflect the pending check transaction. So, at that point, you actually have \$50, but you have already spent \$40. Also, the actual balance does not include holds that may be placed on checks deposited to the account. Thus, if you deposit a \$1,000 check, the actual balance will increase by \$1,000 but only \$225 may be available for you to spend because there may be a hold on \$775 for a period of time.

The *available* balance is the amount of money in the account that is available to you to use without incurring an overdraft fee. The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to the account. For example, assume there is an actual balance of \$50 and an available balance of \$50. If you were to use the debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will put a "hold" on the account for \$20. The actual balance would still be \$50.00 because this transaction has not yet been posted, but the available balance would be \$30 because you have committed to pay the

restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to the account and the actual balance will be reduced by \$20. Available balance at the time a transaction posts to the account is used to determine when the account is overdrawn.

It is very important to understand that you may still overdraw the account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because the available balance may not reflect all the outstanding checks and automatic bill payments that have been authorized, or other outstanding transactions that have not been paid from the account. In addition, the available balance may not reflect all of the debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from the account. The best way to know how much money the organization has and avoid paying overdraft fees is to record and track all of the account transactions performed by all authorized signers closely. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR HAVE ANY QUESTIONS, PLEASE CONTACT US.

Suspension of Services. The Credit Union reserves the right to suspend the benefit of any credit union service at any time for reasonable cause. We also have the right to pay any check presented for payment from the account after the account is closed or suspended and we may proceed to collect any such amount paid.

Truncated Drafts; Statements. Canceled share drafts will not be returned to you; they will become Credit Union property and be held by us ("truncated") for you. A monthly statement will itemize canceled drafts by number, date of clearing and the amount of the draft. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of sixty (60) days after the statement is mailed. A copy of any share draft will be available to you as required by law. There may be a small fee to obtain a copy of a draft (see the Fee Schedule for a list of fees).

Stop Payments

Stop Payment Order Request. You may request a stop payment order on any share draft drawn on the account. To be binding, an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the share draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to the organization or to any other party for payment of the draft. If we re-credit the account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action.

Verbal Stop Payment Request. If a verbal stop-payment order is accepted at the Credit Union and you fail to complete and submit this written request for the stop payment order within 14 days, the credit union's block on the payment shall be lifted and the credit union will issue payment to any payee(s). An oral stop payment order ceases to be binding after 14 days if you fail to provide this written confirmation of the stop payment order.

Duration of Order. If this stop payment order is for a check/draft, it will expire after 6 months unless renewed in writing. Preauthorized EFTs will never expire unless you request a withdrawal of the request.

Postdated & Stale Share Drafts. You understand that postdating a share draft will have no effect on whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft, or other item presented for payment on the account without any liability.

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

an item, including claims of any multiple party, account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information you provided the Credit Union.

Other Terms and Conditions

Organizational Accounts are owned by the organization and maintained by authorized signers. An authorized signer has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by any authorized signer.

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

Share Insurance. The organization's funds in the Credit Union are insured up to \$250,000 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA.

Charges. You agree to pay us charges in connection with your accounts in accordance with the Fee Schedule for accounts in effect from time to time. We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any charges owed from the account. We reserve the right to waive any charges at our sole discretion.

Return of Deposits/Closed Accounts. We may, at any time, at our sole discretion, refuse to accept any deposit, or close any or all of the accounts with us without prior notice. Provided, however, we may not terminate the organization's membership in the Credit Union without satisfying the notice provisions of the Credit Union Act and related Bylaw Provisions and regulations. If we close an account, we will notify you and send a check for any balance in the account after deducting all applicable charges to the organization at the statement address. Any withdrawal that reduces the amount in an account to zero (other than a Share Draft Account) may automatically close that account. We are not liable for any draft, withdrawal or other order after an account is closed. Any drafts presented after the account has been closed may be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse.

Inactive Accounts. The Credit Union will consider the account inactive as defined by Oklahoma Statute with no deposits or withdrawals on the account. This excludes dividends credited to the account by the Credit Union. Oklahoma Law requires the Credit Union to turn these funds over to the State after a period of no activity as specified by statute. Before turning funds from inactive accounts over to the State of Oklahoma, the Credit Union will send notices as required by Oklahoma law advising you of your rights. The Credit Union reserves the right to assess a periodic fee on those accounts that have not been used for more than 24 months.

Statement(s). We will send a periodic statement for the Share Draft Account and the statement(s) will include all activity on the account as required by law. You will receive a periodic statement for the Share Savings Account or other savings accounts, unless there is an electronic funds transfer transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Share Draft Account and other savings accounts. Each statement shall show the transactions on the accounts and any charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts for which we do not have a valid address on file. *You should examine the periodic statement carefully and reconcile the account.* If there are any discrepancies, the Credit Union should be notified immediately. 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 33 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, alterations, forgeries, or any other errors in your account within 33 calendar 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 the organization and us the loss will be entirely the organizations. This 33-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. If you do not receive a periodic statement when you would normally receive one, you agree to notify us within fourteen (14) calendar days of the time you normally would have received a statement. The Credit Union will not be liable if items were forged or altered such that a reasonable financial institution could not detect the fraud.

Agreement. This Agreement shall be effective and shall govern all deposit accounts with us. By signing a signature card, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement on behalf of the organization. This Agreement shall supersede all previous agreements for such accounts.

Amendment. We may change any of the items of this Agreement at any time without prior notice if the change is favorable to you. We may make changes that are adverse to you only if we provide any notice required by law or required in this Agreement. You may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such changes, you will be deemed to have agreed to the changes.

Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms or rates as required by law or as required in this Agreement. All notices regarding the account will be posted in our office lobbies or will be sent to the address shown on the statement. Notice by or to any one authorized signer shall be deemed notice by or to all. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. We reserve the right not to send notice for accounts we consider inactive. Notices to us should be sent to: OU Federal Credit Union, 2000 West Lindsey, Norman, OK 73069.

Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to the organization at the statement mailing address. Notice to any authorized signer is considered notice to all authorized signers.

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

Indemnity. If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities, or damages including actual attorneys' fees. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

Severability. If any of this Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

Waiver. We may waive any of these provisions at our sole discretion, but any such waiver will apply only on that occasion. If we choose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

Telephone Requests. You agree on behalf of the organization that funds in any of the accounts with us can be transferred upon the telephone request of any authorized signer on the account. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order, or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

Facsimile Signatures. You agree on behalf of the organization that the Credit Union may accept and rely on facsimiles of signature(s) of any authorized signer on any deposit or withdrawal form, order or other notices, requests, or instructions regarding any account under this Agreement or with the Credit Union. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order, or instruction we believe to be genuine. Furthermore, we may refuse to execute any facsimile request or order.

Information About Your Accounts and About You. Generally, we will not disclose information to third parties about the accounts or about you without your permission. However, we may disclose information: (1) when it is

necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to our accountants, attorneys or other professional advisors; (3) to Credit Union or financial institution regulators; (4) to advise third parties of accounts closed for misuse; (5) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (6) to comply with government agency or court orders, or to furnish any information required by statute; (7) to furnish information about the existence of an account to a judgment creditor of the organization who has made a written request for such information; (8) when we are attempting to collect an obligation owed to us; or (9) unless otherwise prohibited by law. In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by credit reporting agencies or others.

Section Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

Legal Process. If any legal action is brought against the account, we may pay out funds according to the terms of the action or refuse any pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process, including but not limited to responding to garnishments, attachments, or levies on the account(s), may be charged against the account without notice, unless prohibited by law. Any legal process against the account is subject to our priority lien and security interest.

Governing Law. This Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Oklahoma, except as superseded by federal laws and regulations, by the Credit Union's Bylaws, and by local clearinghouse rules. Unless prohibited by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State District Court or State Circuit Court in the jurisdiction of the Credit Union's main office or Branch Offices.

Right to Bring Civil Action. Oklahoma Statutes provide the organization with certain rights, including a right to bring a civil action against any person violating the customer rights set forth by the statute governing unauthorized withdrawals. The organization may also be entitled under the law to punitive damages, court costs and reasonable attorney fees.

Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN/EIN) or meet other requirements may result in backup withholding. If the account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide the organization's TIN/EIN, we may suspend opening the account.

Special Account Instructions. You may request that we facilitate certain business or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your business or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other protection. Account changes requested by any authorized signer, such as adding or closing an account or service, must be evidenced by a signed Account Change form, and accepted by us.

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

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

Account Agreement. This application for Membership in the Credit Union, as well as the use of any Credit Union Membership privileges constitutes an acknowledgement and consent to the terms and conditions of the accounts as set forth in this Account Agreement and all other accompanying Disclosures provided.

All accounts are nonassignable and nontransferable to third parties.

Share Drafts & Other Access Devices. We may reject any share draft or other Account access device which does not meet Our standards for acceptance by Us, whether such standards are established by law, regulation or Our own policy.

Payment Order of Items. The law permits us to pay items (such as checks or drafts) drawn on the account in any order. To assist in the handling of accounts with us, we are providing the following information regarding how we process the items that are presented for payment. When processing items drawn on the account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in the account to pay all of the items that are presented. There is no policy that is favorable to every instance. If the smallest items are paid first, there may be fewer NSF or overdraft fees, but the largest, and perhaps more important items might not be paid. If an item is presented without sufficient funds in the account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items from smallest to largest, we think our policy attains a reasonable balance between minimizing additional cost to the account and paying more important items. We encourage you to make careful records and practice good account management. This will help to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

Notice of Receipt of ACH Items. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving the account and as permitted by law, we are not required to give next day notice of receipt of an ACH item, and we will not do so. We will continue to notify you of the receipt of payments in the periodic statements we provide.

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

Provisional Payment (ACH Receipt). Credit given by us to the account with respect to any automated clearinghouse credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to the account in connection with such entry, and the party making payment to the account via such entry (i.e., the originator of the entry) shall not be deemed to have paid the amount of such entry.

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

What This Means to Our Members When you open an account for an organization, you will be asked for your name, address, Social Security or tax identification number, date of birth (if applicable) and other information that will allow OU Federal Credit Union to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, or authorized signers are added, even if you are a current member of OU Federal Credit Union.

FUNDS AVAILABILITY POLICY DISCLOSURE

The following information describes OU Federal Credit Union's policy of making funds deposited in a Share Draft Account (also known as a "transaction account") available for withdrawal on the same day of the deposit. This is

what is called a Funds Availability Policy. Generally, transaction accounts are accounts which would permit an unlimited number of payments by check or other order to third persons, and also an unlimited number of telephone and preauthorized transfers to third persons, or other accounts the organization may have with us. This Disclosure only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy.

Ability to Withdraw Funds. Our policy is to make funds from cash and check deposits available on the same day we receive the deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, funds may be withdrawn in cash, and we will use the funds to pay checks that present for payment.

Automated Teller Machine (ATM) Deposits. Funds from any deposits (cash, checks, or drafts) made at automated teller machines that we do not own or operate will not be available until the fifth business day after the date of the deposit. This rule does not apply to any ATM machines that we own or operate. All ATM machines that we own or operate are identified as our machines.

Determining Availability of Deposits. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If a deposit is made before closing of business on a business day that we are open, we will consider that to be the day of the deposit. However, if a deposit is made after we close for business on a day we are open, we will consider that the deposit was made on the next business day we are open. Our hours of operation and closing times vary according to our office location and those hours are available from the Credit Union and posted in our lobby. Please be aware, however, that all deposits are subject to proof and verification and if you deposit a check, draft, or other non-cash item, which is returned for non-payment for any reason, you authorize us to charge the account for the amount of those funds and we may charge the account without providing prior notice.

Reservation of Right to Hold. There may be delayed availability of funds from some checks that are deposited into the accounts. In some cases, we will not make all of the funds that are deposited by check available on the same business day that we receive the deposit. Funds may not be available until the second business day after the date of the deposit and some checks deposited may not be available until the fifth business day after the deposit. Nonetheless, if all of the deposit is not made available on the same business day of the deposit, the first \$225.00 of the deposit will be available on the first business day after the day of the deposit. If we are not going to make all of the funds from the deposit available on the same business day, we will notify you at the time the deposit is made. We will also let you know when the funds will be available. If the 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 the notice by the next business day after we receive the deposit to the statement address. If you will need the funds from a deposit right away, you should ask us when the funds will be available. During any delay, you may not withdraw the funds in cash and OU Federal Credit Union will not use the funds to pay checks that present for payment. The length of delay is counted in business days from the day of the deposit, including every day except Saturdays, Sundays, and Federal Holidays. A deposit is considered received when it is accepted at one of our branch offices with all appropriate endorsements. A deposit accepted while our data processing system is not online will be considered received when the transaction is posted in the OU Federal Credit Union records.

Longer Delays May Apply. In some cases, we will not make all of the funds that are deposited available on the second business day after the day of the deposit. Depending on the deposit, funds may not be available until the fifth business day after the day of the deposit. However, the first \$225.00 of the deposits will be available on the business day after we receive the deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds deposited by check may be delayed for a longer period under the following circumstances:

- We believe a check deposited will not be paid.
- Deposited checks total more than \$5,525 on any one day.
- We redeposit a check that has been returned unpaid.
- The account has been overdrawn repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.
- The deposits are drawn on foreign financial institutions or foreign entities.

We will notify you if we delay the 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 the deposit, unless the deposits are drawn on foreign financial institutions or foreign entities, which are exempt from the policies outlined in this disclosure. We reserve the right to refuse any item for deposit.

Deposits in Non-transaction Accounts. Regulation CC does not apply to non-transaction or savings deposits; therefore, there is no maximum time frame within which the proceeds of savings deposits must be made available for withdrawal. Our general policy for check holds on non-transaction accounts is to follow the same guidelines used for transaction accounts, although we reserve the right to impose longer holds if deemed necessary. We will notify you if we delay the ability to withdraw funds for any reason, and we will tell you when the funds will be available.

Holds on Other Funds (Check Cashing). We do not cash checks payable to organizations.

Holds on Other Funds (Other Account). If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay the ability to withdraw a corresponding amount of funds that are on deposit in the account. The funds would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that was deposited.

Check Endorsements. Federal law requires a proper endorsement on checks to be placed on the back left side of the check within a 1 & ½ inch area. If you fail to properly endorse a check, further delays in processing will be incurred or the check may be rejected for deposit.

Large deposits. The availability of funds provisions in this disclosure do not apply to the aggregate amount of deposits by one or more checks to the extent that the aggregate amount is in excess of \$5,525 on any one business day. For customers that have multiple accounts at the Credit Union, the Credit Union may apply this exception to the aggregate deposits to all accounts held by the member.

Special Rules for New Accounts. If this is a new membership, the following special rules will apply during the first 30 days the account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 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 the deposit if the deposit meets certain conditions. For example, the checks must be payable to the organization. The excess over \$5,525 will be available on the ninth business day after the day of the deposit. If the deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of the deposit. Further delays may apply to checks drawn on foreign entities.

Foreign Check Deposits. Foreign checks originating from outside the U.S. are exempt from the policies outlined in this disclosure. Checks deposited from financial institutions located outside the U.S. cannot be processed the same as checks drawn on U.S. financial institutions. Generally, foreign checks deposited into the account will be available when we collect the funds from the originating foreign financial institution.

Questions. In case you have any questions regarding our Funds Availability Policy, please contact us at: OU Federal Credit Union, 2000 W. Lindsey, Norman, OK, 73069; Phone: 405.325.2211 Fax: 405.325.7931.

OU FEDERAL CREDIT UNION DISCLOSURE FOR WIRE TRANSFER NOTIFICATION

(Uniform Commercial Code Article 4A) The following rules shall apply to all wire transfers services provided by the Credit Union. OU Federal Credit Union may accept, on the organization's behalf, payments to the account that have been submitted by Fedwire. Rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers Through Fedwire. These regulations and state law are applicable to funds transfers involving the account. You may not be provided with separate notification each time we receive a wire transfer into the account. We will provide the notification of an incoming wire transfer as part of the periodic statement.