

Michigan First Credit Union Business Account Agreement

Effective June 2016

Know where to go when you need our help:

24-hour Call Center
800.664.3828

MBC Loan Center
734.662.0614

24-hour Check Reorder
877.585.8777

24-hour Audio Teller
800.248.9101

Fax
248.443.4280

Lost/Stolen ATM Card
800.664.3828

Lost/Stolen Credit Card
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Lost/Stolen Debit Card
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Inside U.S.: 888.241.2510
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**Michigan First Credit Union
Business Account Agreement**

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This is the Agreement between you, the member, and MICHIGAN FIRST CREDIT UNION (“Credit Union”), a Michigan state-chartered credit union, of Lathrup Village, Michigan, regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

This Agreement is designed to allow certain businesses and other entities as more fully described below to join MICHIGAN FIRST CREDIT UNION and to obtain various financial products and services offered by the Credit Union.

You should retain a copy of the agreement and feel free to call the Credit Union if you have any questions. This Agreement also includes certain disclosures required under the Funds Availability Act (Regulation CC), Regulation D, and Uniform Commercial Code Article 4A. Throughout this Agreement, the words “you”, “your”, “organization”, and “business” mean the business or other entity that is joining the credit union. The words “we”, “our”, “us”, and “Credit Union” mean the MICHIGAN FIRST CREDIT UNION.

You agree to check all records related to your account periodically (within 30 days after the account is opened or any changes are made and not less than once per year thereafter) to ensure that all authorized signer designations are set up in the way that you desire. You agree to contact the credit union immediately if any such designation is not how you wish it to be. You further agree to hold the credit union harmless from any claims that any authorized signer designation related to your account is not set up as you desire.

I. Membership Eligibility for Corporations, Partnerships, Limited Liability Companies and Other Organizations, Incorporated or Otherwise

A. Generally, a corporation is eligible for membership in the Credit Union if the shareholders of the corporation are comprised for the most part of individuals who are eligible to become members of the Credit Union.

1. A partnership is eligible for membership in the Credit Union if the partners of the partnership are comprised for the most part of individuals who are eligible to become members of the Credit Union.

2. A limited partnership is eligible for membership in the Credit Union if the general partner of the limited partnership is eligible to become a member of the Credit Union, and the limited partners of the partnership are comprised for the most part of individuals who are also eligible to become members of the Credit Union.

3. A limited liability company (LLC) or a professional limited liability company (PLLC) is eligible for membership in the Credit Union if the shareholders (also known as members) of the LLC or PLLC are comprised for the most part of individuals who are eligible to become members of the Credit Union.

4. A sole proprietorship is eligible for membership in the Credit Union if all of the owners of the sole proprietorship are eligible to become members of the Credit Union.

You agree that any account established pursuant to this Agreement must be used solely for business purposes, and you agree that this account will not be used for personal, family, or household purposes. If we determine that any account established under this Agreement has been used for consumer, family, or household purposes we may restrict activities on any such accounts or close them. You agree to hold the Credit Union harmless from all damages, including incidental and consequential damages suffered by you as a result of your breach of this Agreement.

Other organizational structures, incorporated or otherwise, may be eligible for membership in the Credit Union if those organizations are composed, for the most part, of individuals who are eligible to become members of the Credit Union.

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

The Credit Union reserves the right to refuse membership to an organization when such organization is not properly registered with the State of Michigan.

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

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

1. Business Savings Account, Business Checking Account, Certificate Accounts
2. Night Deposit Box Services, Debit Cards
3. Money Market, Business Visa
4. Business Online Banking, Business Lending

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

B. Becoming a member. To become a member of the Credit Union, you must complete a Business Account Signature Card / Resolution and a Business Membership Card, both of which are incorporated into this Agreement by reference, and open a Business Savings Account. The basic savings deposit that you must always keep in your Business Savings Account is \$100.00.

C. Valid Photo Identification. The USA Patriot Act requires the Credit Union to properly identify you when you open, access, transact business with, or close your account and also requires us to identify various parties associated with the account. To comply with this federal law, we will request that anyone seeking to transact business on the account for the first time to present a valid, unexpired government-issued identification bearing a photograph. We will also require you to provide evidence of your business' existence, such as a corporation filing with the State of Michigan. Failure to provide such identification may limit the services we can provide you and may delay the availability of your funds.

II. Business Savings Account

A. Deposits Generally. After you have established your Business Savings Account, you may make additional deposits into that account, or establish other types of accounts as described herein, at any time and in any amount. This account is not transferable except on the Credit Union's books and records. Your interest in a Business Savings Account cannot be used as collateral for a loan with another financial institution unless we consent in writing and the transfer is reflected in our records. We may establish minimum amounts for deposits in your Business Savings Account. You can make deposits in person, by mail, or by any other means established by the Credit Union.

B. **Withdrawing Money from Your Business Savings Account.** As long as you have money in your account, and subject to any applicable state or federal laws and regulations, money can be withdrawn from your account by any method approved by the Credit Union.

C. **Fees.** You agree to pay any fees and charges in effect from time to time that apply to your account. You should refer to our Fee Schedule for a list of our fees. These fees may be changed at our discretion.

D. **Transaction Limitations.** During any calendar month, you may not make more than six transfers or withdrawals, or a combination of such transfers and withdrawals, from your Business Savings Account to another account or to a third party by means of a preauthorized or automatic transfer or telephonic agreement, order or instruction. If you exceed the transfer limitations set forth above in any month, you may be charged a fee as set forth in our Fee Schedule and your account will be subject to closure by the Credit Union.

E. **Rate and Annual Percentage Yield ("APY").** Your Business Savings Account will earn what are known as dividends. The words "dividend" and "interest" may be used interchangeably in this Agreement. Refer to our current Rates and Fees Schedule for our current dividend rates. Dividends are like interest, except that the Credit Union sets the rate of dividends from time to time. Dividends are not guaranteed. The Credit Union estimates a prospective dividend rate and prospective annual percentage yield (APY) on your Account(s) for each dividend period. The dividend rate and APY may change every calendar month as determined by the Credit Union. Refer to the Rates and Fees Schedule for current interest rates and Annual Percentage Yield. The dividend rates will be available each business day at our office. You may also call our Member Services Team at 800.664.3828 for rate information.

F. **Nature of Dividends.** Dividends on Business Savings Accounts are paid from current income and available earnings after required transfers to reserves are made at the end of a dividend period.

G. **Calculating Dividends.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day you deposit non-cash items (such as checks) to your account, and will accrue to, but not including, the day of withdrawal or transfer.

H. **Compounding.** We compound your dividends even though it isn't required by law. Compounding is more favorable to you because, once dividends have been earned by your account, they are added to the balance on which you will continue to earn dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate. The Annual Percentage Yield (APY) will be posted along with the annual interest (dividend) rate.

For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. Dividends will be compounded monthly. The prospective dividend rate for each month will be determined in the fourth week of the previous month. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

I. **Crediting Dividends.** Dividends will be credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the first day of the subsequent month. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued dividends.

J. **Minimum Balance to Earn Dividends.** You earn dividends on your Business Regular Savings Account each day that your account balance is \$100.00 or more. Refer to our Rate and Fee Schedule for the specific rate in effect. We reserve the right to adjust minimum deposit balance requirements from time to time. If you do not maintain the minimum deposit balance requirement we may charge you a maintenance fee as described in the Rates and Fees Schedule.

K. **How Withdrawals Affect Dividends.** Even though we don't credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on that amount from the day you make the withdrawal until the day that dividends are credited.

L. **Funds Availability.** If you make a non-cash deposit, that money will be available to you in accordance with a separate schedule of availability of funds for items deposited. If you make a deposit by authorizing us to receive funds from another account (for example, from a savings account at another credit union or bank), that deposit will not earn dividends or be available to you until

we actually receive the funds. You remain responsible for all items deposited into your accounts, including any losses incurred as a result of an item you deposit being returned to us unpaid.

III. Business Checking Account

A. Deposits Generally. After you have established your Business Checking Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement. The account is not transferable except on the Credit Union's books and records. Your interest in a Business Checking Account cannot be used as collateral for a loan with another financial institution unless we consent in writing and the transfer is reflected in our records. You can make deposits in person, by mail, or by any other method approved by the Credit Union. There is no minimum deposit for your Business Checking Account, but we may, from time to time, establish minimum amounts for deposits in the account.

B. Minimum Balance. You must maintain a basic membership of \$100.00 on deposit in your Business Savings Account to retain a Business Checking Account. We may establish a minimum balance requirement for a Business Checking Account, and we reserve the right to adjust the minimum balance requirements from time to time. If you do not maintain any such minimum balance requirement, we may charge you a maintenance fee as described in the Rates and Fees Schedule.

C. Withdrawing Money from Your Business Checking Account. As long as you have money in your Business Checking Account, and subject to any applicable state or federal laws and regulations, money can be withdrawn from your account by written check or any other method approved by the Credit Union. All checks drawn on your Business Checking Account may be returned by us unpaid for any reason that checks and drafts are normally returned, for example, insufficient funds, uncollected funds, or litigation.

Checks must generally be ordered through the Credit Union. If checks are not ordered through the Credit Union, the Credit Union will assess a fee whenever problems in clearing such checks in an automated fashion arise. When you order checks through the Credit Union, the Credit Union will charge your account for the costs of said checks, costs which vary depending on the style of checks ordered. You may select checks from the current styles available.

D. 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.

E. Payment of Checks. The Credit Union is under no obligation to pay a check 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 check.

F. Dividends. The Credit Union does not pay dividends or interest on its Business Checking Accounts.

G. Other Terms. The use of the Business Checking Account is subject to other terms, conditions and requirements as the Credit Union may establish from time to time.

H. 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 agree to pay any such fees and charges that apply to your account. You should refer to the Fee Schedule for a list of fees. These fees may be changed at our discretion. We will not be liable for refusing to pay items presented if, at any time, fees or charges leave insufficient collected funds in your account to cover the items.

You agree to pay a monthly maintenance charge, plus our current service charges, for each separate activity engaged in during the month. These charges may be changed at any time and from time to time by us without advance notice.

I. Overdraft Transactions. The Credit Union is under no obligation to pay a check you have written if it would result in this Business Checking Account being overdrawn (a check written against your Business Checking Account when insufficient available funds are on deposit in the account is known as an NSF Check). However, the Credit Union may pay such check and charge the amount of the resulting overdraft plus any applicable service charge against any of your accounts. The Credit Union has the option of honoring an NSF Check or dishonoring it to avoid the creation of an overdraft. Honoring of past overdrafts does not obligate the Credit Union to honor them in the future. The Credit Union is not required to send prior notice of checks returned NSF, and you agree to immediately deposit sufficient funds to cover any overdraft and service charges. When determining whether a check or other transaction drawn on your Checking Account is an NSF Check or other nonsufficient funds transaction, both for the purpose of determining whether and how to honor it and whether a fee related to it being an overdraft may be charged, the Credit Union will use the "Available Balance" for your Checking Account at the time the check or other transaction is presented. The Available Balance is the balance shown on our books ("Ledger Balance") reduced by (i) the amount of any holds in place with respect to deposited checks or other items, (ii) the amount in the account that is subject to any preauthorization requests related to the

account that have been accepted by the Credit Union, (iii) amounts in the account that are subject to holds based on court, tax agency, or other governmental proceedings, and (iv) amounts that we believe are subject to a dispute over ownership or other rights. Examples of preauthorization requests are holds related to purchase transactions where the final amount is initially unknown, such as gas station purchases, restaurant charges, and hotel or car reservations, but there are other types of preauthorization requests that could affect your account as well. Note that the use of the Available Balance for these purposes may cause a fee related to an overdraft to be charged, or a line of credit advance or transfer from another account to be made, even though your periodic statement may not reflect any time when the balance (periodic statements use Ledger Balances) would be negative. Subject to applicable law, the Credit Union may post transactions (deposits and withdrawals) to your account in any order it chooses.

All individuals who are personally liable on this account are jointly and severally liable to repay the Credit Union the amount of any overdraft and service charges, regardless of who writes the check that creates an overdraft.

J. Truncated Drafts; Statements. Your canceled checks will not be returned to you, they will become Credit Union property and be held by us ("truncated") for you. They also may be truncated earlier in the check clearing process, such as by the bank into which the payee deposits them. This may be done either pursuant to a contractual electronic presentment process or under a federal law commonly referred to as "Check 21. Your monthly statement will itemize your canceled checks by number, date of clearing and the amount of the check. 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 check will be available to you as required by law. There may be a small fee to obtain a copy of a check (see our Fee Schedule for a list of fees).

K. Stop Payments.

1. Stop Payment Order Request. Any authorized signer may request a stop payment order on any check drawn on your account. To be binding, an order must be dated, signed, and describe the account and check 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 check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check 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.

2. Duration of Order. A stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

3. Liability. Fees for stop payment orders are set forth on our 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 provided by you.

L. Check Legends. We will not be responsible for, and you hereby waive any losses or costs you incur as a result of, the payment by us of any check which contains any extraneous legends, for example, "void after 60 days," unless we agree otherwise.

M. Direct Presentment by Non-Member; Refusal to Pay Item. You agree that we may refuse to pay a check you write if it is presented at our offices by a person (other than a bank, clearing house, or governmental unit) who is not a member unless the presenter pays us the Non-Member Check Cashing Fee set forth in our Fee Schedule. You also agree that we may refuse to pay an item drawn on your account if the payee presents the item in person and is a person to whom the Credit Union has previously chosen to deny services due to having previously caused a loss to the Credit Union or otherwise engaged in fraudulent activity in connection with the Credit Union.

IIIa. Business Money Market Account (MMA)

A. Establishing Account and Rate. A member may establish a Business Money Market Account (MMA) by designating the appropriate option on the Membership Card and making a deposit. MMAs are savings accounts that generally earn a higher rate of interest than Business Savings Accounts. The interest rate and APY for MMAs are variable and subject to change.

B. Deposits. After you have established your MMA, you may make additional deposits into that account at any time and in any amount. We may establish minimum amounts for deposits in your MMA.

C. Withdrawing Money from Your Money Market Account. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union . Withdrawals will reduce earnings on your MMA.

D. Minimum Balance to Earn Interest. You earn interest on your MMA each day that your account balance is more than the required minimum balance. We reserve the right to adjust minimum deposit balance requirements from time to time. If you do not maintain any such minimum deposit balance requirements we may charge you a monthly maintenance fee (see the Fee Schedule for a list of fees).

IV. Funds Availability Policy (Regulation CC)

The following information describes the Credit Union's policy of holding deposited items in a checking account (also known as a "transaction account") before funds are made available to you for withdrawal. This is what is called a Funds Availability Policy. Generally, transaction accounts are accounts, which would permit an unlimited number of payments by check, telephone, preauthorized transfers, or other order to third persons, or other accounts you may have with us. Funds availability policies for accounts that are not transaction accounts have been described elsewhere in this Agreement. Nothing in this Policy requires the Credit Union to accept any item for deposit. At the Credit Union's discretion, we may (i) refuse to accept any item for deposit; or (ii) agree to accept an item for deposit only into a non-transaction account. Our decision to make funds available to you for withdrawal does not relieve you of liability if an item is returned to us unpaid after we have made funds available to you. You remain responsible for all items deposited into your accounts, including any losses incurred as a result of an item you deposit being returned to us unpaid.

A. Generally. In general, our policy is to make funds from your deposits, including electronic deposits, made to your transaction accounts available to you on the day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, Federal Holidays, and Credit Union-observed holidays. If you make a deposit to one of our employees before our branch closes on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the branch closes, or through a channel other than to one of our employees, or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

B. Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the day of your deposit. If the decision to delay the availability is made, such as in the case of check deposits made electronically and not made to one of our employees, funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposits will be available on the first business day following the day of your deposit. If your deposit is made directly to one of our employees, and if we are not going to make all of the funds from your deposit available on the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. 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 before you complete the deposit. We cannot return funds to you once an item has been deposited into the Credit Union. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,000 in any one day.
3. You re-deposit a check that has been returned unpaid.

4. You have overdrawn your account repeatedly in the last six months.
5. There is an emergency, such as failure of communications or computer equipment.

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

C. Deposits at Automated Teller Machines

1. Credit Union Owned and Operated ATMs. Funds from any deposits (cash or checks) made at ATMs that we own or operate will not be available until the second business day after the day your deposit is made. The first \$200 of checks deposited at one of these machines will be made available on the next business day after your deposit is made. On-us checks and the first \$5,000 of US Treasury Checks will also be made available the next business day.
2. If you make a deposit at an ATM we own or operate on a Saturday, Sunday or a Federal holiday, we may consider the deposit made on the next business day we are open.
3. Other ATMs. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit. All ATMs that we own or operate are identified as our machines.

D. Holds on Other Funds

1. Check Cashing. If we cash a check for you that is drawn on another financial institution, 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 had you deposited it.
2. 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 your ability 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.

E. 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 deposit to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks payable to you will be available on the first business day after the day of deposit if the deposit meets certain conditions of collectability. For example, the checks must be payable to you. The excess over \$5,000 will be available on the fifth Business Day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits will be available in accordance with the previously stated availability schedule.

F. Questions. In case you have any questions regarding our Funds Availability Policy, please contact Member Services at 800.664.3828.

V. Certificate Accounts

A. Establishing Account and Rate. An authorized signer may establish a Certificate Account and/or a Long Term Certificate Account (we will refer to these as "Certificates") by signing appropriate documentation and making the required minimum deposit. Certificates are savings accounts (also known as "Term Accounts") that generally earn a higher rate of interest than other savings accounts. The interest rate and APY for Certificates are fixed. Once you purchase a Certificate, your interest rate will not be changed or recalculated during the term of that certificate. The APY assumes that interest earned will remain on deposit until maturity. A withdrawal from this account will reduce earnings (see our Fee Schedule for a list of fees). You may also contact our Member Services Team 800.664.3828 for rate information. If a free-standing certificate is issued with respect to a Certificate Account or Long Term Certificate Account, the terms and conditions of that document shall take precedence over anything in this Agreement.

B. Minimum Balance Requirement. From time to time, the Credit Union will establish a minimum balance required to open a Certificate. Refer to our Rate Schedule for information about the current minimum balance requirements. You must also maintain a minimum balance of \$100.00 in your Business Savings Account to maintain membership and to maintain a Certificate.

C. Compounding and Crediting. Interest is compounded and paid monthly. If you close your Certificate before interest is credited, accrued interest will be paid to date less any early withdrawal penalty, if applicable. See the discussion of early withdrawal penalties below.

D. Renewal Policy. For automatically renewing Certificates, there will be a ten (10) calendar day grace period for withdrawals after maturity, during which time no early withdrawal penalty will apply. Interest will not be earned during the grace period on funds withdrawn during the grace period. If a Certificate account is not withdrawn within 10 days after it matures, it will automatically renew, from its last maturity date, unless we give you notice that it will not renew. Renewed certificates will be reinvested in another Certificate of equal term at the interest rate and APY in effect on the date of maturity and renewal. The Credit Union shall determine the interest rate for the renewed Certificate on or before maturity, and that information will be available upon maturity prior to renewal. Within 10 days after the maturity date, you may call the Credit Union Member Services Team during regular business hours at 800.664.3828 to find out the interest rate and APY that will apply to the Certificate if it is renewed. You may make an additional deposit to certificates during the 10- day grace period unless you choose a new certificate with a different length of maturity. All other terms and conditions, including the term length of the Certificate, shall be the same as the previous Certificate unless the Credit Union shall, prior to renewal, give written notice of a change in such terms and conditions.

E. Transaction Limitations. After a Certificate is purchased, you may generally not make deposits into or withdraw principal from that Certificate until the maturity date. If a withdrawal of principal must be made prior to maturity, the amount remaining on deposit after the withdrawal must not fall below the minimum balance requirement for that certificate, otherwise the entire account balance must be withdrawn. In addition, an early withdrawal penalty will be assessed, as discussed below, for all withdrawals from any Certificate account prior to maturity. If you wish to deposit additional funds into a Certificate, you may purchase another Certificate at the then current rates.

F. Early Withdrawal Penalty. If you withdraw any principal from a Certificate before the maturity date, you will be assessed a penalty equal to 90 days' interest on the principal amount withdrawn. If the penalty exceeds the interest due at the time of such early withdrawal, the difference shall be deducted from the principal amount.

VI. Electronic Funds Transfers (EFT)

A. Generally. You may, if you desire, request one or more of the electronic financial services described below. If you do so, you, the member and each guarantor or principal individually agree to be bound by the applicable terms and conditions set forth below as well as any other required agreement for the use of various electronic services offered by the credit union and requested by you in connection with your accounts. You understand and acknowledge that some of the services referenced below may require approval prior to the Credit Union authorizing their use. Approval for such use may require review of the Organization and signatory credit histories and standing in the Credit Union. If you have applied (by indicating as such on the Membership Card or otherwise) to receive an ATM/Debit Card or other electronic fund transfer services, you hereby request that the Credit Union provide you with electronic fund transfer services that are authorized by the individuals you have designated as authorized users on the accounts established by and for your business entity at the Credit Union, and the following provisions apply.

B. EFT Services. The Credit Union offers you various electronic fund transfer services made possible by our advanced electronic data processing system. We may also provide plastic Automated Teller Machine (ATM) Cards or MasterCard Debit Cards (which are referred to throughout this agreement as "ATM/Debit Cards" or simply "Cards") to various non-natural person members. In addition, we may provide Online Banking, and Audio Response (audio teller) services. Your use of the ATM/Debit card, Online Banking or Audio Response PIN, or your use of any of your accounts to conduct electronic fund transfers is subject to the terms and conditions contained in this agreement, to the terms and conditions applicable to any account for which an electronic fund transfer services is obtained, and to the rules and regulations of the credit union governing all or any such accounts.

C. Card/PIN Ownership. Any ATM/Debit Card and personal identification number ("ATM/Debit PIN"), and any Online Banking, or Audio Response PIN issued for your business entity remains the property of the Credit Union and the Credit Union may terminate your right to use the ATM/Debit Card, Online Banking, or Audio Response PIN at any time. Upon our demand, you agree to return the ATM/Debit Card to the Credit Union. All privileges available through the use of an ATM/Debit Card shall terminate upon the expiration date to be determined by the Credit Union.

D. Binding Agreement. The terms and conditions set forth in this section of the Agreement are binding on you and on us as to the making of any electronic fund transfer in the following cases:

1. If you use the account(s) referred to in this agreement after receipt of this Agreement.
2. If you already have an ATM/Debit Card and PIN, Online Banking, or Audio Response PIN provided by us and you use them to make such transactions.
3. If you ask us to provide you with a PIN and you thereafter use it together with an ATM/Debit Card, Online Banking, or Audio Response Service to make such transactions.

In any such case, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions in this Agreement.

Although your account(s) may be subject to electronic fund transfers, and in that regard are subject to the terms and conditions of this section of the Agreement, you may continue to use those accounts(s) to the same extent and in the same manner that you have in the past, insofar as "over-the-counter" and other non-electronic fund transfer transactions are concerned. In some cases, this section of the Agreement may be supplemented by other agreements, such as those relating to Online Banking. In the event of any conflict between this Agreement and such supplemental agreements, the terms and conditions of the supplemental agreement shall prevail.

E. Accounts Affected. Each of the following types of accounts in the credit union can be subject to some kind of electronic fund transfer service:

1. Business Savings Account
2. Business Checking Account

F. Types of Electronic Fund Transfer Transactions. At the present time, you can authorize the following types of electronic fund transfers to or from your accounts:

1. Transfers TO your account(s) (credits):
 - a. Direct deposit of various governmental benefits.
 - b. Deposits from any third party through the facilities of the Payments Authority (of which we are a member).
 - c. Automatic transfers to your account(s) from another person's account with us.
2. Transfers FROM your account(s) (debits):
 - a. Except as provided on page 15 in the Excluded Transactions section, payments you have authorized be made to third parties (such as mortgage payments, insurance premiums and utility bills), as well as other types of payments to third parties, through the facilities of the Payments Authority.
 - b. Automatic transfers from your account(s) to make payments on another person's or business entity's loan owing to us.
3. AUTOMATED TELLER MACHINE (ATM) Transactions: If you have an ATM/Debit Card, along with a PIN, you can use it to make any or all of the following transactions at an Automated Teller Machine (ATM).
 - a. Deposits to your Business Savings or Business Checking Accounts; (in Michigan only)
 - b. Cash withdrawals from your Business Savings or Business Checking Accounts up to your authorized limit;
 - c. Transfers (non-cash) from your Business Savings to your Business Checking Account or from your Business Checking Account to your Business Savings Account or loan account with your Debit Card (some networks may not allow all transaction types);
 - d. Cash payments on loans (with your Debit Card); and

e. Balance inquiries on your Business Checking or Business Savings Accounts.

4. POINT OF SALE Transactions:

a. Your Card may be used to purchase goods or services from merchants who have arranged to accept an ATM Card or a MasterCard Debit Card as a means of payment. If you have a Debit Card, it may be used to purchase goods and services from any merchant displaying a MasterCard logo. These merchants are collectively referred to as "Participating Merchants" and will display a logo or other symbol that identifies them as a merchant who will accept your Card. Purchases made with your Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your checking account to be debited for the amount of the purchase. Only checking accounts may be used in connection with POS transactions.

b. There are primarily two ways to use your Michigan First Credit Union MasterCard Debit Card: (1) with a PIN (Personal Identification Number), also known as a "debit" point of sale; and (2) Signature-based, also known as a "credit," which sometimes requires your signature. Whenever you use your debit card with a PIN (debit), the money is deducted from your account at that time. Whenever you use your debit card as Signature-based (credit), the money is immediately put on hold in your account until the transaction clears. This means the money is not available for use and constitutes a preauthorized hold. A preauthorized hold is placed on your account for the amount of your debit card transaction or purchase. The hold can be on your account for up to three business days or whenever the purchase transaction actually clears your account, whichever happens first. The important thing to know is that whenever you use your debit card, the money is either immediately withdrawn from your account or put on hold and is not available.

c. IMPORTANT TO KNOW , refer also to Article III, Section I. of this Agreement:: LEDGER BALANCE : The Ledger Balance is the amount of funds our records show as being in your account. The Available Balance is the balance in your account minus all debit and/or credit transactions pending to clear. Your Available Balance may be affected by holds placed on deposited check items as well.

d. DEBIT CARD INFORMATION MAKING RESERVATIONS: Whenever you use your debit card for reservations such as airline, rental car, or hotels, the reservation amount may be placed on hold and reduce your Available Balance.

e. OTHER TRANSACTIONS: Many gas station pay-at-the- pump transactions will reflect only a hard hold of \$1.00 until the actual purchase amount clears your account, so it's up to you to know what you've really spent and subtract it from your account balance.

f. KEEP GOOD RECORDS: It's important to keep a record of your account by subtracting what you've spent from the balance in your account. Michigan First Credit Union offers many ways to help you verify and reconcile your account, including online banking MichiganFirst.com, banking at Audio Teller phone account access system at 800.248.9101; and ATM balance inquiries.

5. Audio Response Telephone Transfers: You may access your account by telephone 24 hours a day at 800.248.9101 using your personal identification number (PIN), a touch tone phone, and your account numbers to:

a. Transfer funds from Business Checking to Business Savings.

b. Transfer funds from Business Savings to Business Checking.

c. Get information about:

(1) the account balance of Business Checking Accounts;

(2) the last 30 days of deposits to Business Checking Accounts;

(3) the last 30 days of withdrawals from Business Checking Accounts;

(4) the account balance of a Business Savings Account;

(5) the last 30 days of deposits to Business Savings Accounts; and

(6) the last 30 days of withdrawals from Business Savings Accounts.

6. Online Banking Transactions: If you are provided access to our Online Banking Service, you can perform the following electronic fund transfers 24 hours a day (service may be interrupted for short periods for data processing):

- a. Transfers (non-cash) between your accounts with us.
- b. Obtain balance and transaction histories for your accounts.
- c. Preauthorize debits for payment of certain bills.

G. Excluded Transactions. Our electronic data processing system makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this part of the Agreement. For example, automatic transfers from your account(s) to pay your loan(s) owing to us and automatic transfers between your own asset accounts in the credit union. Nor does any transfer of funds through Fedwire or through a similar wire transfer system (such as the Automated Clearinghouse (ACH) System) that is used primarily for transfers between businesses, such as an ACH that is posted to your account with a corporate-to-corporate Standard Entry Class Code, constitute an "electronic fund transfer" for purposes of this disclosure. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described above; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in this Agreement.

H. Limitations on EFTs Completed at an ATM. You are limited to 10 ATM transactions during any 24-hour day (15 per day during the months of November and December). There are no limitations on the dollar amount of deposits or payment transactions you may make at any ATM during its 24-hour operating cycle. To protect against possible losses, use of your card at an ATM owned by us is subject to a daily cash withdrawal card limit. Because of the confidential nature of your daily cash withdrawal limit you will be notified separately in writing of that limit. You will not be allowed to withdraw more than your daily cash withdrawal limit from an ATM, or as part of a PIN-based transaction, during such a 24-hour cycle. While our system is online you will not be allowed to withdraw more than the verified balance of the account(s) – and not more than \$260.00 while our system is off-line, reduced by the amount of any cash withdrawn during the "online" part of the cycle.

Different ATMs dispense cash in differing multiples and minimum and/or maximum amounts depending on the brand and ownership of the machine. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance. You also have the right to require us to issue a lower daily cash withdrawal limit where we program our system so that no more than \$50.00 or some other higher amount of cash can be obtained by use of your ATM Card during a single day. Please contact us if you want this option.

I. Other EFT Limitations. As to transactions other than those made at an ATM, you are limited to \$5,000 in such transactions during any one day; however, except for this limitation, in general, there are no restrictions as to the dollar amount of any one EFT, although we may restrict your ability to make some or all types of EFTs when your account is overdrawn, or when legally permissible to do so.

We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so, when required by law to do so.

J. Fees and Charges. There are certain charges for electronic funds transfer services, and you hereby agree to pay them. We may deduct such fees and charges directly from any of your accounts. From time to time, the fees and charges may be changed. We will notify you of any changes as required by applicable law. Refer to our Fee Schedule for current information as to those fees and charges.

K. Minimum Balance Requirements. You must always maintain a minimum of \$100.00 in a Business Savings Account to be entitled to make electronic fund transfers affecting your account(s). PINs for use with ATM/Debit Cards will not be issued to members whose loan payments to us are delinquent or whose accounts are otherwise not in good standing.

L. Evidence of Electronic Fund Transfers. An electronic fund transfer made by you will be evidenced by a receipt provided to you at the time of any electronic fund transfer at the time you make such transfer to or from your account using an ATM or through a POS transaction. In addition, you will get a monthly statement for each account accessible via electronic fund transfer, unless there are no such transactions for a particular month. In any case, you will get a statement at least annually. All such receipts and statements will be admissible as evidence of the withdrawal, deposit or other transaction they represent in any action in a court of law.

M. Error Resolution. If you notify us orally or in writing within 60 days after receipt of a statement that an electronic fund transfer error affecting your account(s) has occurred, we will investigate the alleged error and report the results of the investigation to you within 10 business days.

We will have no duty to investigate any such error unless you notify our Member Services Team during at:

800.664.3828

or by writing our Member Services Team at:

Michigan First Credit Union, Attn: Member Services
27000 Evergreen Rd.
Lathrup Village, MI 48076

or, in the event you provide us with oral notification, we will not be required to investigate any such error unless you provide us with written notification of that alleged error within 14 calendar days following oral notification on a form we will provide to you for that purpose.

Our report to you shall do either of the following:

1. Provisionally correct the amount in question and provide you with written notification of the correction and, if the correction is not in the exact amount of the alleged error, provide you with a written explanation of any difference between the alleged error and correction made. In the event we make a provisional correction to your account, we may charge back the corrected amount to your account 15 days after providing notification and an explanation of the charge-back to you. A provisional correction shall become final no later than 60 days after the day it is made. A provisional correction shall be accompanied by a notice explaining to you that the amount of the correction may be charged back to your account within 60 days.
2. Provide you with a written explanation stating the reason we believe the statement is correct.

For purposes of this section, an electronic fund transfer error consists of:

3. An unauthorized electronic fund transfer;
4. An incorrect electronic fund transfer from or to your deposit account; or
5. The omission of an electronic fund transfer affecting your account.

An error does not include any electronic fund transfer made by a person who was furnished an access device or who was otherwise authorized to make electronic fund transfers, unless you notified us that transfers by that person were no longer authorized, nor does an error include any electronic fund transfer made with fraudulent intent by you or any person acting in concert with you. In addition, an error does not include a transfer of funds, though electronic in nature, that is excluded from the definition of "electronic fund transfer" (see "Excluded Transactions" above).

When we receive a notice of error as described above, we will not place a hold on the funds in the account which are in excess of the amount in dispute. If we close the account in which the disputed funds are held, we will provide the report to the member required above. This section shall not be construed or interpreted to prohibit us from placing a hold on any account as permitted by law or contract.

If the correction of an error relating to an electronic fund transaction in an account of yours results in a credit to the account, we will additionally credit the account with interest which would have been due to you if there had not been an error.

N. Your Liability. If you believe your ATM Card, Audio Response PIN, Online Banking PIN, or Online Bill Pay PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call the Credit Union Member Services Team at: 800.664.3828. If you believe your MasterCard Debit Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission after normal business hours call:

Lost or Stolen ATM Card: 800.664.3828

Lost or Stolen Debit Card: 800.664.3828, Inside U.S., 800.754.4128, Outside U.S., 909.941.1398

24-Hour Credit Card Services for Lost or Stolen Credit Card: 866.570.1238

You should also write (IMMEDIATELY!): Michigan First Credit Union, Attn: Member Services, 27000 Evergreen Road, Lathrup Village, MI 48076.

If you have provided the appropriate timely notification described above, then you shall not be liable for an unauthorized use of your account through an electronic fund transfer unless we can prove, without benefit of inference or presumption, that your negligence substantially contributed to the unauthorized use and that we exercised reasonable care to prevent the loss. As used in this section your negligence means only the following:

1. Writing the PIN on the card or other means of affording access;
2. Keeping the PIN with the card or other means of affording access;
3. Voluntarily permitting the account accessing device, including the PIN and the card, to come into the possession of a person who makes or causes to be made an unauthorized use.
4. If you fail to notify us of an unauthorized use within 30 days after the receipt of a statement containing an unauthorized use, you shall be liable for any subsequent unauthorized use that could have been prevented by timely notification.

You shall not be liable for further unauthorized use of your account by electronic fund transfer after you have reported that the means of access to the account has been lost or that the security of the PIN has been violated or otherwise compromised.

O. Regulatory Authority. This section of the Agreement and the electronic fund transfer services provided hereunder are governed by Michigan law. You may notify the Department of Insurance and Financial Services division of the State of Michigan Department of Insurance and Financial Services of any violation of law at:

State of Michigan
Department of Insurance and Financial Services
P.O. Box 30220 Lansing, MI 48909-7720

P. Other Terms and Conditions.

1. Secrecy of PIN. If we have issued a PIN, you agree to keep that PIN secret, and you also agree that you will not write any PIN on your ATM/Debit Card or on any item you keep with such card.
2. Responsibility for Overdraft. If you obtain any electronic fund transfer service that results in a shortage in any account, the overdrawn amount is due and payable upon our demand, and you agree to pay the full amount of it to us, together with an overdrawn account charge as set forth in our Fee Schedule. You also authorize us, in such a case, to apply from any other deposits you may have in the Credit Union any amount necessary to pay such overdraft and fees. If the overdraft is created in your Business Checking Account, (1) a transfer will be made from your other savings account(s) to cover the overdraft, in accordance with your checking account agreement with us, or (2) if you have an overdraft line of credit, an advance on your line of credit will be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according to (1) or (2) of this paragraph, or if you have no overdraft protection for your Business Checking Account, then such overdraft will be paid to us as provided in the first sentence of this section.
3. Crediting of Deposits and Payments. Deposits or payments made through an ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments to savings or loan accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.
4. Illegal Use of a Card or Other EFT Service.

You understand and agree that electronic fund transfer services, including but not limited to use of an ATM/Debit Card, may not be used for any illegal transaction. You further understand and agree that illegal use of an electronic fund transfer service will be deemed an action of default and/or breach of contract, and as a result your account and other related services may be terminated at the discretion of the Credit Union. You further agree, should illegal use occur, to waive any right to sue the Credit

Union for such illegal use or any activity directly or indirectly related to it, and, additionally, to indemnify and hold the Credit Union harmless from any suits or other legal action or liability directly or indirectly resulting from such illegal use. Internet gambling may be illegal in the jurisdiction in which a member is located, including the United States and elsewhere. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are legal in the jurisdiction in which the member is located. The Credit Union may decline to authorize any transaction the Credit Union believes poses an undue risk of illegality or unlawfulness.

5. Warranty. Except where expressly contained herein, the Credit Union makes no warranties, expressed or implied, pertaining to the use of any electronic fund transfer services.

Q. ATM/Debit Card. If you request an ATM/Debit Card, you hereby authorize issuance of an ATM/debit card and a personal identification number (PIN) for conducting automated teller machine, point of sale, MasterCard merchant transactions or any other transactions that may be authorized in the future. You acknowledge that Credit Union may revoke any ATM/Debit card issued hereunder or any other agreement to provide such an access device.

R. Online Services. If you request online banking services, you hereby authorize issuance of a personal identification number (PIN) and any other verification and identification password, code or security device to access accounts and perform other authorized transactions including the payment of bills via the Internet. You understand and acknowledge that a separate agreement for access to the system or for some of its services may be required, and you agree to be bound to the terms and conditions of such agreement. You acknowledge that Credit Union may revoke any access or services hereunder or any other agreement to provide such an access device.

S. Audio Response Line. If you request our Audio Teller service, you hereby authorize the issuance of a personal identification number (PIN) to access accounts and perform other authorized transactions via a touch tone telephone. You acknowledge that Credit Union may revoke any access or services hereunder to provide such an access device.

T. Change in Terms. You agree that this section of the Agreement is subject to changes in terms at any time. When we change any terms of this agreement, we will provide you written notice of such changes when required by law or regulation to do so. You agree that your continued use of electronic fund transfer services following such notice of change indicates your acceptance of those changed terms.

VII. Other Terms and Conditions

A. 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. This Agreement shall supersede all previous agreements for such accounts.

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

C. 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.

D. Amendment. We may change any of the items of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. When we change the 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 change, you will be deemed to have agreed to the changes.

E. 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 you to the address shown on your statement until such time as you notify us to use a different address. We reserve the right not to send notice for accounts we consider inactive. Notices to us should be sent to:

Michigan First Credit Union, Attn: Member Services
27000 Evergreen Rd.
Lathrup Village, MI 48076

F. 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 you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

G. Electronic Notices. To the extent permitted by applicable law, you agree to receive any notices sent to you by us in an electronic format, such as e-mail, if you have provided us with this contact information.

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

I. Credit for Deposits. 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 to you subject to applicable federal regulations. If there are special fees for collecting your deposit, you promise to pay them (see our Rate and Fee Schedule for a list of fees). We may deduct them directly from your account. If we feel there is a reason, 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 to assess a fee for processing a 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). Your account will be charged for any check or other deposited item that is returned or is uncollectible for any reason. You will not receive notice before such a charge is made. We will notify you after your account has been charged.

We may require all items presented for deposit, including items payable to cash or bearer, to be endorsed in our presence by the person depositing them. We may, in our sole discretion, supply any missing endorsements on items requested for deposit.

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 1/2 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.

Any item presented to the Credit Union that is made payable to the Organization must be deposited into one of the Organization's accounts.

J. Return of Deposits/Closed Accounts/Service Limitations. We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. We may also limit services in our discretion. Provided, however, we may not terminate your membership in the Credit Union without satisfying the notice provisions of the Michigan Credit Union Act and related Bylaw provisions and regulations. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable charges. We will also provide you with notice when we choose to limit the services we will provide to you. Any withdrawal that reduces the amount in an account to zero may automatically close that account. We are not liable for any check, draft, withdrawal or other order after an account is closed. Any drafts presented after the account has been closed will be returned unpaid. We reserve the right to advise consumer or commercial reporting agencies and other third parties of accounts closed for misuse.

K. Signatures. We may accept for deposit all checks, drafts, notes or other instruments signed or endorsed in writing, whether by rubber stamp or any other means. We may pay and charge your account for all checks, drafts or other items bearing your signature, or the facsimile signature(s) you designate, whenever they resemble the specimen furnished by you regardless of by whom or by what means the actual or purported facsimile signature may have been affixed.

L. Telephone Requests. You agree that funds in any of your accounts with us can be transferred upon the telephone request of you or 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.

M. Facsimile Signatures. You agree that the Credit Union may accept and rely on facsimiles of signature(s) of you or your authorized signers 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.

N. 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 attorney's 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.

You agree to deposit sufficient funds to cover any overdraft and any penalties assessed upon notice of the overdraft, and to reimburse us for any costs we incur in collecting the overdraft, including, without limitation, reasonable attorney's fees and the costs of litigation, to the extent permitted by law.

You agree to indemnify and hold us harmless from any liability loss, costs, or expenses, including reasonable attorney's fees, to the extent permitted by law, that we incur as a result of any dispute involving your account, including any loss, costs, or expenses resulting from a delay in the forward collection or return of any check you deposit caused by improper placement of endorsements or other material on the back of the check that affects the ability to endorse the items as required by federal regulations. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you.

In the event we become a party to any legal proceedings between you and any third parties or between members of your Organization, you agree to indemnify us and hold us harmless from any liability for any loss, costs, or expenses, including reasonable attorney's fees, to the extent permitted by law, that we incur as a result of any such proceeding. This obligation includes situations that cause us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

O. Charges. You agree to pay us charges in connection with your accounts in accordance with the Rate and 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 from any of your accounts. We reserve the right to waive any charges in our sole discretion.

P. Offset. If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. You agree that we may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by an individual's residence, unless prohibited by applicable law. We will notify you if we have exercised our right of offset. All accounts are nonassignable and nontransferable to third parties. You also agree that if any guarantor or principle of the organization shall have an outstanding personal obligation owed to the Credit Union the Credit Union may off set funds on deposit in this account for payment of the personal obligations of the guarantor or principal.

Q. Inactive Accounts. The Credit Union will consider your account inactive after two years of no deposits or withdrawals on your account. This excludes dividends credited to your account by the Credit Union. Michigan Escheats Law requires the Credit Union to turn these funds over to the State after three years of no activity. After 12 months a fee may be imposed; please refer to our Fee Schedule for current information as to those fees and charges. Before turning funds from inactive accounts over to the State of Michigan, the Credit Union will send notices as required by Michigan law advising you of your rights.

R. Statement. You will receive a periodic statement (normally monthly) for your Business Checking Account. You will receive a periodic statement (normally quarterly) for your Business Savings Account or other savings accounts unless you have 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 Business Checking Account and other savings accounts. Each such statement shall show the transactions on your 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 are in the best position to detect an unauthorized signature, a forged endorsement, or an alteration. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to

report forgeries or alterations to the Credit Union within 30 days of the mailing date of the earliest statement containing those items, unless another time period is required by state or federal law. The Credit Union will not be liable if items were forged or altered such that the fraud could not be detected by a reasonable financial institution.

S. Information About Your Accounts. You authorize us to share information concerning your accounts with other entities as permitted or required by law, including affiliates of the Credit Union.

T. Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN), or Employer Identification Number (EIN) or meet other requirements may result in backup withholding. If your 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 your TIN, we may suspend opening your account.

U. 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 you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

V. Legal Process. If any legal action is brought against your 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 may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

W. Governing Law. This Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Michigan, 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 Oakland County, Michigan.

X. 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, the authority of the remaining provisions or portions shall not be affected.

Y. Termination of Account. We may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. We reserve the right to require the consent of all owners to terminate a multiple party account. We may also terminate your account if any account in which a guarantor or a principal of your business has an ownership interest is not in good standing or you or any guarantor have not handled your responsibilities with respect to another member's account with the Credit Union in a satisfactory manner. We are not responsible for payment of any check, draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

Z. Termination of membership. You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

AA. Disputed Transactions. If you report to us that a transaction is unauthorized, you agree to provide us with whatever assistance and information we may reasonably require in our investigation of the matter and efforts to secure reimbursements from parties involved with the transaction(s) you report to us as unauthorized. Such required assistance may include, but is not limited to, signing affidavits of forgery, filing police reports, viewing video tapes, or other photographic material at our sole discretion to assist in identifying the people involved, and cooperating in any litigation we may initiate to recover funds from any party not entitled to them.

BB. Standard of Case; Losses Caused by Us: Except where applicable law or this Agreement provides otherwise, we will not be liable for any events not involving our intentional misconduct or gross negligence. If a loss is the result of our actions (we lose a check you deposited, for example), you agree to help us to recover the loss but we will be responsible for all expenses involved.

CC. Cash Withdrawal Limitations. For security reasons we may limit the amount of withdrawals that may be taken in cash from an account or by any given individual; we will establish such limits in our discretion from time to time. Please contact us if you have any questions about such limits.

DD. Transaction Authorization. You agree that we may honor any transaction requested by you or any authorized signer. You must inform us in writing when you choose to withdraw the transaction authority of any authorized signer.

VIII. Wire Transfer Notification (Uniform Commercial Code Article 4A)

The following rules shall apply to all wire transfers services provided by the Credit Union.

Michigan First Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your 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 your account.

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur.

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of the transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees, unless otherwise provided by law or regulation.

We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and that are not subject to the Electronic Funds Transfer Act (Regulation E). Your rights and obligations with respect to such payments shall be governed and construed in accordance with the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction, its rules will govern that part of the transaction. Where none of the above stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Michigan, including Article 4A of the Michigan Uniform Commercial Code.

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you the amount of the credit entry.