

Business Membership and Account Agreement



This Business Membership and Account Agreement ("Agreement") covers the rights and responsibilities concerning accounts held by a business or organization account owner ("Account Owner") and Sunward Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business Account Card, Authorization Designation or other account opening document ("Account Card") or for which membership and/or service requests are otherwise approved. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

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

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

1. CONTRACT — Your account with the Credit Union is held individually in the name of the Account Owner. By signing an Account Card or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Card, the Agreement for Arbitration and Waiver of Class Action, any Funds Availability Policy Disclosure, rate sheet, fee schedule, Account Receipt or other disclosure we provide to you, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions or other changes, we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

2. MEMBERSHIP ELIGIBILITY — To join the Credit Union, the Account Owner must meet the membership requirements, which may include the purchase and maintenance of the minimum share balance (hereinafter membership share), paying a membership fee, or other requirement(s) as set forth in the Credit Union's bylaws or established from time to time by the Credit Union's Board of Directors. Governing Persons (as described below) authorize us to check their account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify their eligibility for the accounts and services they authorize and for other accounts, products, or services we may offer the Account Owner or for which the Account Owner may qualify.

3. ACCOUNT ACCESS

a. Authorized Persons. Governing Persons and Their Authority. The following are deemed Governing Persons who may authorize the establishment of membership in and accounts at the Credit Union and act as Authorized Persons on behalf of the Account Owner with respect to such accounts:

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person

designated by the partners; or

- If the Account Owner has any other form of organization or is an unincorporated organization or association (including a club), the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

b. Authority. Authorized Persons are Governing Persons and those designated by the Governing Person(s) as vested with authority to open and close a specific account as indicated in the Authorization Designation for each such account (though not to close membership) on behalf of the Account Owner and transact business of any nature on such account, including but not limited to the following as applicable for the kind of account:

- Depositing, withdrawing and transferring funds into and out of the account;
- Signing checks, drafts and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate, share certificate and any other instrument or order for payment owned or held by the Account Owner in that account; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature. Within our records, such as on account statements, Authorized Persons may also be referred to as "Authorized Signers".

c. Access Options. You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

d. Credit Union Examination. We may disregard information on any check or draft, other than the signature of the drawer, the amount of the item and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

4. DEPOSIT OF FUNDS REQUIREMENTS — Funds may be deposited to your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on our business account rate sheet and fee schedule. We have the right to refuse any deposit, limit the amount that may be offered

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for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or other unstaffed facilities are not our responsibility until we receive them.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person.

b. Collection of Items. We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All items and Automated Clearinghouse (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a Return Item Fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document or process. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

f. Preauthorized Automatic Transfers. You must notify us if you wish to cancel or change a preauthorized automatic transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

g. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy or other applicable disclosure.

5. FUNDS TRANSFERS — Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha rules. If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

c. No Notice Required. We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you interest for the period of delay. Based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit

Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. **Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. **Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

k. **Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

6. **ACCOUNT RATES AND FEES** — We pay account earnings and assess fees against your account as set forth in our business account rate sheet and fee schedule. We may change our business account rate sheet and fee schedule at any time and will notify you as required by law.

7. **TRANSACTION LIMITATIONS** — We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except those damages which may arise solely as a result of the Credit Union's negligence.

a. **Withdrawal Restrictions.** We permit withdrawals if your account has a sufficient available balance to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders which are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between Authorized Persons (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) for non- corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

b. **Transfer Limitations.** For accounts subject to transfer limitations, you may not make more than six withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card, if applicable, or similar

order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check or draft which is then mailed directly to you, although we may impose a fee for such services.

8. **CERTIFICATE ACCOUNTS** — Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

9. OVERDRAFTS

a. **Overdraft Practices.** "Overdraft" means there is not enough money in the available balance in your account at the time a transaction is presented to us for payment. Should an overdraft occur and you have signed up for our overdraft protection service, called overdraft transfers, then we will first attempt to pay the item by transferring funds to your Checking Account from any authorized personal Line of Credit, Credit Union credit card account, or other deposit account (such as a Savings Account or Money Market Account). If you have not signed up for overdraft transfers or funds are not available in any of the authorized accounts when a transaction is presented to us, then we may either reject the transaction or we may, at our discretion, elect to pay it using our Standard Overdraft Practices, which are called Courtesy Pay or Courtesy Pay Plus.

Courtesy Pay applies when we pay overdraft checks, Automatic Clearing House ("ACH," described below) transactions, recurring debit card payment and bill pay and other payment transactions, other than one-time or nonrecurring debit card transactions and ATM withdrawals. Courtesy Pay Plus applies to nonrecurring or one-time debit card payment transactions (sometimes called "everyday" transactions). Please note that you must affirmatively consent to Courtesy Pay Plus coverage. Without your consent, we will not authorize requests for one-time debit card transactions when there are insufficient available funds in your account.

If any type of payment transaction is authorized and there is an insufficient available balance at the time it is posted to your account, then we will charge you an Overdraft Fee. If we decline to pay a check or ACH transaction, then it will be rejected and you will be charged a Returned Item Fee. (Overdraft and Returned Item Fees are described in our Schedule of Fees and Charges, which is updated periodically and is incorporated into this Agreement.) You will not be charged any fees if we decline to authorize a one-time debit card payment transaction or ATM withdrawal.

Note: Check and ACH payment transactions that are declined may be presented to us again for payment multiple times until paid. You may be charged a Returned Item or Overdraft Fee each time a transaction is presented for payment, even if it was previously declined and a fee was previously charged.

The following is important information regarding your account balances, how transactions are authorized and posted to your account, and when an Overdraft Fee or Returned Item Fee will be charged. You should read these disclosures carefully. If you have questions, please see a branch representative or call 505.293.0500 or 800.947.5328.

b. **Your Checking Account Balance.** Your checking account has two balances: the "actual" balance (also called "current" or "ledger" balance) and the "available" balance. Both can be checked when you review your account online, on our mobile banking app, at an ATM, or at a branch. It is important to understand how the two balances work so that you know how

much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you, less payment transactions that have "posted" to your account, but not payment transactions that have been authorized and are pending. Thus, while the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use. The available balance is the actual balance less things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized recently but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to swipe your 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 reduce your available balance by \$20 because once we authorize the payment, we are obligated to pay. Your actual balance would still be \$50 because this transaction has not yet posted, but your 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 your account and your actual balance will be reduced by \$20.

We use available balance at the time transactions are presented to us for pre-authorization to decide whether to authorize them for payment. We also use available balance at the time transactions are posted and actually paid (not when they are authorized) to determine whether to charge Overdraft Fees. The following example illustrates how this works:

Assume your actual and available balances are both \$100, and you swipe your debit card at a retail store for \$60. As a result, your available balance will be reduced by \$60 so your available balance is only \$40. Your actual balance is still \$100. Before the retail store charge is sent to us for posting, a check that you wrote for \$70 clears. Because you have only \$40 available (you have committed to pay the retail store \$60), your account will be overdrawn by \$30, even though your actual balance was \$100. In this case, we may reject the check and charge you a Returned Item Fee. If you are eligible for Courtesy Pay, then we may pay the \$70 check, but you will be charged an Overdraft Fee because your available balance was not sufficient at the time of payment to cover the check. Also, when the \$60 retail store charge is later submitted to the Credit Union and posted to your account, you will not have enough money in your available balance because of the intervening check, and you will be charged a fee for that transaction as well, even though your available balance was positive when it was authorized.

It is very important to understand that you may still overdraw your 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 your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and posted to your account.

In addition, your available balance may not reflect all of your 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 your account.

c. How Transactions Are Posted to Your Account. There are basically two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Most deposits are added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. The most frequent types of debit transactions are described generally below. Keep in mind that there are many ways transactions are presented for posting to your account by merchants, and the Credit Union is not necessarily in control of when or how transactions are received.

- **Checks.** When you write a check, it could clear your account as soon as the same day depending upon how the payee processes it. We process the payments as we receive them.
- **ACH Payments.** We receive data files every day from the Federal Reserve with ACH transactions. These include, for example, certain automatic bill pays you have signed up for. ACH transactions for your account are posted throughout the day in order of receipt.
- **Point of Sale (POS) Debit Card PIN Transactions.** These are purchase transactions where you use your debit card and the merchant may require you to enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.
- **Signature-based or Other Debit Card Transactions Not Authorized via PIN.** These are transactions where you make a purchase with your debit card and you are typically asked to sign for or otherwise authorize the purchase. As described above, in these situations, the merchant may seek our prior authorization for the transaction. When that happens, we generally place a temporary hold against the available funds in your account. We refer to this temporary hold as an "authorization hold", and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but not your actual balance as they are received by us throughout each day. At some point after you sign for or otherwise authorize the transaction, it is processed by the merchant and submitted to us for posting to your account. This can happen hours or sometimes days after you signed for or otherwise authorized it, depending on the merchant and its processing company. These prior authorization and payment requests are received in real time throughout the day and are posted to your account as they are received. Please note: The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations, hotels, and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. The fact that we put an authorization hold on your available balance does not mean the authorization is set aside and made available to pay the specific transaction authorized. The hold is

simply a reduction in your available balance based on the fact that we have authorized a transaction and the Credit Union is therefore obligated to pay it when presented.

- **Recurring and Nonrecurring Debit Card Transactions.** Debit card transactions can be recurring or nonrecurring. Recurring transactions are where you use your debit card to set up a recurring monthly payment, such as a gym membership. Nonrecurring transactions are one-time transactions that are authorized each time you use your debit card. Using your debit card at a restaurant is an example of a one-time or nonrecurring transaction. We will rely on how the merchant characterizes the transaction for purposes of processing it and your only recourse for an improperly coded transaction is with the merchant who submitted it to us. Under federal law, you must agree to opt in to Courtesy Pay Plus (which relates to nonrecurring transactions, as described above); however, please note that recurring debit card transactions may force post to your account and result in Overdraft Fees being assessed to your account if you do not have sufficient available funds to cover the transactions. You cannot opt-out of force post recurring debit card transactions.

This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be charged more than one Overdraft Fee if we pay multiple transactions when your account is overdrawn. For your overdrafts cleared, you promise to immediately pay us all sums, including the fees and charges for this service, advanced to you or any other person you permit to use your checking account and/or who causes an overdraft on your checking account.

The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

We may decide to pay overdrafts on a case-by-case basis, in our sole and absolute discretion. We may terminate or suspend the Courtesy Pay and/or Courtesy Pay Plus services at any time without prior notice. In no event shall any termination relieve you of your obligations to repay all sums for transactions already paid, as well as all Overdraft Fees, collection costs, and attorneys' fees, if any.

10. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON — We may refuse to accept any check or draft drawn on your 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 cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our business account fee schedule.

11. POSTDATED AND STALEDATED CHECKS OR DRAFTS — You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is payable on a future date, we will have no liability if we pay the check or draft before its payment date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are under no obligation to pay a check or draft drawn on your account that is presented more than six months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment.

12. FOREIGN CURRENCY — All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

13. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any Authorized Person may request a stop payment order on any check or draft drawn on your account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or 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 check or draft, and to assist us in any legal action.

You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth on our business account fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

14. CREDIT UNION LIABILITY — If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example:

(1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks, drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

15. UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT — You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

16. PLEDGE OF SHARES, RIGHT OF OFFSET AND STATUTORY LIEN — Unless prohibited by law, Account Owner pledges and grants as security for all obligations Account Owner may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts Account Owner has with us now and in the

future. If Account Owner pledges a specific dollar amount in its account(s) for a loan, we will freeze the funds in Account Owner's account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in Account Owner's pledged account(s) may be withdrawn unless Account Owner is in default. You agree we have the right to offset funds in any of Account Owner's accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) Account Owner has with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all Account Owner's accounts to any obligation on which it is in default. After Account Owner is in default, we may exercise our statutory lien rights without further notice to you.

The Account Owner's pledge and our statutory lien rights will allow us to apply the funds in Account Owner's account(s) to what it owes when it is in default, except as limited by state or federal law. If we do not apply or offset the funds in Account Owner's account(s) to satisfy its obligation, we may place an administrative freeze on those account(s) in order to protect our statutory lien rights and may apply or offset the funds in those account(s) to the amount Account Owner owes us at a later time. The statutory lien and Account Owner's pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply or offset funds in Account Owner's account(s) to its obligations that are in default, we do not waive our right to enforce these rights at a later time.

17. TRANSFER OF ACCOUNT — All accounts are nonassignable and nontransferable to third parties except by us.

18. 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 payout until the dispute is resolved, as permitted by law. Any expenses or attorney's 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.

19. ACCOUNT INFORMATION — Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

20. NOTICES

- a. Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.
- b. Notice of Amendments.** Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees as required by law.
- c. 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 provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.
- d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING

— You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) 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 a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees.

22. STATEMENTS

- a. Contents.** If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.
 - b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within 60 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.
 - c. Notice to the Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.
- If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.
- d. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown in our records.

23. INACTIVE ACCOUNTS — As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned

accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

24. TERMINATION OF ACCOUNT — We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any check, draft, transfer or item after your account is terminated; however, if we pay a check, draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

25. TERMINATION OF MEMBERSHIP — You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law.

26. DENIAL OF SERVICES — You are expected to uphold high standards of honesty, responsibility and courtesy in dealing with the Credit Union, its employees and other members. We reserve the right to deny any or all services, except the right to maintain a regular share account and to vote, and if appropriate restrict your access to Credit Union premises, if any of the following occur:

- a. You fail to meet your obligations to the Credit Union;
- b. You fail to comply with applicable law and the Credit Union's bylaws and rules as amended from time to time;
- c. You are convicted of a crime in connection with business you conduct with the Credit Union;
- d. You cause the Credit Union a loss in any way (including but not limited to loan charge-off, unreturned account overdrafts, or bankruptcy);
- e. We learn after establishing your membership that we relied on false information in determining your eligibility;
- f. Activity on your account(s) presents risk that exceeds what the Credit Union, in its sole business judgment, is comfortable accepting; or
- g. You fail to conduct your business with the Credit Union in a civil and business-like way. Violence or threats of violence or any forms of harassment against Credit Union staff, volunteers or other members will not be tolerated.

27. DEATH OR INCOMPETENCE — If an account is held in the name of an individual person or a business that is organized as a sole proprietorship, we may honor all transfer orders, withdrawals, deposits and other transactions on the account until we know of the Account Owner's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased Account Owner's account for a period of ten days after the Account Owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. We may require anyone claiming funds from a deceased Account Owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or business organized as a sole proprietorship.

28. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES — You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

29. WAIVER OF RIGHTS — We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction

or series of transactions. A waiver or delay of our rights at any time shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

30. SEVERABILITY — If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

31. ENFORCEMENT — You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

32. GOVERNING LAW — This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of New Mexico.

33. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS — As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

34. MONITORING AND RECORDING COMMUNICATIONS — We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

35. CONSENT TO CONTACT — By signing or otherwise authenticating the Business Account Card, the Authorized Person(s) agree(s) we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by telephone call, text message, or voicemail transmission at any telephone number associated with the account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to Authorized Person(s), in order to service the account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. The Authorized Person(s) further agree(s) methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent to be contacted on their wireless telephone number(s) at any time by any reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to give this consent. Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

In order to help mitigate harm to the Authorized Person(s) and the account, we may contact the Authorized Person(s) on any telephone number associated with the account, including a wireless telephone number (i.e. cell phone number), to deliver any messages related to suspected or actual fraudulent activity on the account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. The Authorized Person(s) will have an opportunity to opt-out of such communications at the time of delivery.

Effective July 1, 2024



Schedule of Fees and Charges

| CHECKING ACCOUNTS | ACCESS | BASIC | ACTIVE |
|--|---------|---------|---------|
| Monthly Maintenance Fee..... | \$5 | \$8 | \$15 |
| Minimum Average Monthly Balance to Avoid Monthly Maintenance Fee..... | \$1,000 | \$2,500 | \$5,000 |
| Number of Checks Processed Free per Month..... | 50 | 100 | 200 |
| Number of Deposit Items Processed Free per Month..... | 50 | 100 | 200 |
| Number of Deposits Processed Free per Month..... | 10 | 20 | 30 |
| Excess Check Processing Charge (per check after those processed for free)..... | \$0.30 | \$0.30 | \$0.30 |
| Excess Deposit Item Processing Charge (per item after those processed for free)..... | \$0.30 | \$0.30 | \$0.30 |
| Excess Deposit Processing Charge (per deposit after those processed for free)..... | \$1 | \$1 | \$1 |

ACCOUNT ANALYSIS CHECKING ACCOUNT *Certain assessed fees are offset by earnings credit allowances*

| | |
|---|--------|
| Monthly Maintenance Fee..... | \$15 |
| Business Account Analysis Check Processing Charge (per check)..... | \$0.30 |
| Business Account Analysis Deposit Count (per in-branch deposit or merchant remote deposit)..... | \$1 |
| Business Account Analysis Deposit Item Count (per item)..... | \$0.30 |
| Business Coin Boxes (per box of coin)..... | \$3 |
| Outgoing Coin Roll Charge (per roll)..... | \$0.06 |
| Incoming Coin Charge (per each dollar or partial dollar in coins)..... | \$0 |

CHECKING ACCOUNTS — ALL TYPES OF ACCOUNTS

| | |
|---|-------------------------------------|
| Business Checks..... | Prices vary with style and quantity |
| Copies of Paid Checks..... | \$2 per copy |
| <ul style="list-style-type: none"> Two copies per statement are free; paid check copies can also be obtained for free through online banking. Stop Payment Fee (per check or Automated Clearing House [ACH] or Bill Pay payment)..... | |
| | \$25 |

BUSINESS MONEY MAKER ACCOUNT

| | |
|--|---------|
| Number of Checks Processed Free per Month..... | 6 |
| Excess Check Processing Charge (per check after those processed for free)..... | \$10.00 |

DEBIT CARDS

| | |
|------------------------------------|--------------------------|
| ATM Daily Withdrawal Limit..... | \$1,000 per card |
| International Transaction Fee..... | 1% of transaction amount |

GENERAL SERVICE FEES AND CHARGES

| | |
|--|---------------|
| ACH One-Time/Recurring Set-up..... | \$5 |
| Balancing/Reconciliation/Research (per hour; one hour minimum)..... | \$20 |
| Card (Credit or Debit) Replacement Fee..... | \$5 |
| Card (Credit or Debit) Rush Fee..... | \$40 |
| Cash Orders..... | 2 per \$1,000 |
| •Additional fee of \$75 applies for orders on non-scheduled days. Contact Sunward or visit branch for schedule. | |
| Cashier's Check Fee (per item)..... | \$2 |
| Deposit Item Return Fee (per item returned)..... | \$10 |
| Dormant Account Fee (assessed monthly after two consecutive years of inactivity)..... | \$5 |
| Endorsement Stamp (first stamp free with Active, Basic & Account Analysis Checking)..... | \$20 |
| Garnishment and Levy Processing Fee (per each one processed)..... | \$50 |
| Invalid Address Fee (per month)..... | \$5 |
| Money Order Fee (per item)..... | \$2 |
| Overdraft Fee – for Non-Sufficient Funds (per paid item/transaction)..... | \$25 |
| Returned Item Fee – for Non-Sufficient Funds (per returned item/transaction)..... | \$25 |
| Safe Deposit Box Drill Fee..... | \$200 |
| Safe Deposit Box Key Replacement Fee..... | \$15 |
| Statement Copies or Copies of Other Scanned Images (charge per page)..... | \$1 |
| <ul style="list-style-type: none"> Certain statement copies are available in online banking and may be obtained there for free. | |
| Wire Transfer (Outgoing – Domestic)..... | \$15 |
| Wire Transfer (Outgoing – International)..... | \$35 |

ONLINE SERVICES

| | |
|---|------------|
| Bill Pay – Regular Payments..... | Free |
| Bill Pay – Expedited Payment Fee..... | \$15 |
| Online Banking..... | Free |
| Premium Online Banking..... | \$35/month |
| <ul style="list-style-type: none"> ACH origination services (OAC), Payroll | |
| Positive Pay (ACH & Checks)..... | \$50/month |
| Remote Deposit Service (Merchant Capture)..... | \$25/month |