

TABLE OF CONTENTS

Page

TERMS AND CONDITIONS OF YOUR ACCOUNT	1
Important Information About Procedures for Opening a New Account	1
Agreement.....	1
Liability	1
Deposits	1
Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees.....	2
Stop Payments.....	2
Transfer Limitations.....	3
Correction of Clerical Errors.....	3
Statements	3
Right to Repayment of Indebtedness.....	3
Legal Actions Affecting Your Account	3
Account Security	3
Early Withdrawal Penalties	3
Remotely Created Checks	4
Unlawful Internet Gambling Notice.....	4
Funds Transfers	4
NCUA Insurance	4
Unclaimed Property.....	5
Transactions by Mail	5
ACH and Wire Transfers	5
International ACH Transactions	5
BUSINESS ONLINE BANKING TERMS AND CONDITIONS	5
YOUR ABILITY TO WITHDRAW FUNDS	7
SPECIFIC ACCOUNT DETAILS	8
Business Checking Account.....	8
Business Money Market Account.....	8
Business High-Yield Money Market Account	8
Business Share Account.....	8
Common Features	8

TERMS AND CONDITIONS OF YOUR ACCOUNT

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

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

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

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

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

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

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

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

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

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

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on

final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

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

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

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

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

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

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

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

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

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

Important information regarding "decoupled" cards - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and

process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

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

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

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

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

Our general policy is to post items throughout the day and to post credits before debits. Paper checks are posted in order from smallest dollar amount to the highest dollar amount. ATM and debit card transactions are posted as they are received, while ACH items are posted from lowest to highest dollar amount.

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

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

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

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

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

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

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

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

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

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

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

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

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

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a

representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

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

ACCOUNT SECURITY

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

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

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

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an

attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

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

FUNDS TRANSFERS - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your account with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account - An authorized account is a deposit or share account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained

in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of funds transfer agreement - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancellation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

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

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

TRANSACTIONS BY MAIL - You may deposit checks or drafts by mail. You should endorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

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

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

BUSINESS ONLINE BANKING TERMS AND CONDITIONS

In order to access and use DFCU Business Online Banking and other Services, you must designate an Administrator for each linked Account. Administrators are required to set up user names and Passwords before Secondary Users may access DFCU Business Online Banking. You authorize us to act on Communication received under any such user name and Password established through DFCU Business Online Banking. For security purposes it is recommended that Administrators and all Secondary Users memorize Passwords and do not write them down. All Authorized Representatives are responsible for keeping your Passwords and linked Account information confidential. Details of Security Procedures and techniques used to protect confidential information are given in the Business Customer Guides. You must ensure that your Administrators and Secondary User(s) keep their user name and/or Password secure and secret at all times and take steps to prevent unauthorized use of their User Name and/or Password provided to them. Your user name and Password act as your signature. You may change your Password at any time by following instructions in the Business Customer Guides.

Administrators and Secondary Users agree to comply with the terms of this Agreement and any other reasonable instructions or recommendations we may issue regarding DFCU Business Online Banking security including, without limitation, the security recommendations contained in the Business Customer Guides. You agree that it is your sole responsibility to set up, maintain and regularly review security arrangements concerning access to, and use of, the Services, and information stored on your computing and communications systems, and your Administrators' and Secondary Users' control of Passwords, security devices and access to DFCU Business Online Banking. In addition, all Account Agreements you entered into when you opened your linked Accounts also apply.

By enrolling for the Services, you confirm that you have assessed the Security Procedures and have determined that these features, in combination with your own security measures, are adequate for your Linked Account(s).

You must notify us immediately if you know of or suspect the following:

- any unauthorized access to your Account(s) through DFCU Business Online Banking or otherwise; or
- any unauthorized transaction or instruction, which you or any of your Administrators or Secondary Users know of or suspect.

If you have reason to believe that any Administrator User ID or Password has been lost, stolen or used (or may be used) or that a Payment, transfer or other Service has

been or may be made with an Administrator User ID or Password without your permission, you must call us at 1-781-433-2900 on any Business Day at any time during our normal business hours, or write to us at 50 Cabot Street, Needham, MA 02494, Attention: Deposit Servicing. You will not be liable for any unauthorized transaction that occurs after we receive your notice and have had a reasonable opportunity to act on it, unless we can prove that your failure to comply with this Agreement or to otherwise exercise ordinary care contributed to the unauthorized Payment, transfer or other Service.

If you have reason to believe that any Secondary User ID or Password has been lost, stolen or used (or may be used) or that a Payment, transfer or other Service has been or may be made with any Secondary User ID or Password without your permission, you must contact your Administrator. Your Administrator must deactivate, and has the sole responsibility for deactivating, any such user(s).

Security Procedures and Communications. Certain procedures, including the use of identification codes, encryption, Passwords, logon identifications, personal or location identification numbers, repetitive codes, tokens and other security devices, systems and software (the "Security Procedures"), designed to verify the origination (but not errors in transmission or content) of instructions, orders, entries and other communications (each, a "Communication") sent by THE CREDIT UNION or Member may be required by Credit Union in connection with a Service. Member agrees that any such Security Procedure is commercially reasonable. Credit Union shall not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication where Credit Union reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Credit Union shall have no duty to discover, and shall not be liable for, errors or omissions by Member. If the Credit Union complies with the Security Procedures regarding a Communication, Credit Union shall be entitled to act on that Communication and shall not be obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, and Credit Union shall not be liable for acting on, and Member shall be bound by, any Communication sent in the name of Member, whether or not authorized. Credit Union reserves the right to issue new, Security Procedures and/or to cancel or change any Security Procedures from time to time.

Secondary User ID or Password. In no event will we be liable for any unauthorized transaction that occurs with any Secondary User ID or Password.

DFCU Business Online Banking is accessed through the Internet, which is a public system over which we have no control. It is therefore your duty to make sure that any computer or other device, which you use to access Services, is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components. We are not responsible for losses or unauthorized use of DFCU Business Online Banking if you have not taken such precautionary measures. You agree that you are solely responsible for the performance and protection of any browser used in connection with DFCU Business Online Banking including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.

You are responsible for the accuracy and completeness of Member Instructions. If a Member Instruction identifies an intermediary bank, or the beneficiary's bank by name and an account or other identifying number, we may act solely on the basis of that number. If a Member Instruction does not designate an intermediary bank where appropriate, we will select an intermediary bank and you agree that we shall have no liability with respect to such selection.

Instructions requesting cancellation or amendment of a Member Instruction must be transmitted to us using the same level of Security Procedure as used for the original Member Instruction. However, we are not liable for any failure to cancel or modify the Member Instruction.

We will not be obligated to execute any Member Instruction if:

- 1) it is not in accordance with any Term or Condition applicable to the Linked Account or the Services;
- 2) we have reason to believe it may not be authorized by you or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- 3) it would cause a funds transfer to exceed your available balance in the Account on the day the funds transfer is scheduled to be made;
- 4) it would result in exceeding any limit established by us;
- 5) it would violate any applicable provision of any risk control program of any federal or state regulatory authority;
- 6) it is not in accordance with our applicable policies, procedures or practices;
- 7) we have reasonable cause not to honor the Member Instruction for our or your protection; or we have terminated this Agreement.

In the event that we do not act on or delay acting on a Member Instruction, we shall attempt to notify you of this as soon as is reasonably possible. Transactions may not be executed by us immediately when a Member Instruction is received. Some transactions may take time to process and certain Member Instructions may only be processed during normal banking hours even though DFCU Business Online Banking is available and may be accessible outside such hours.

You agree not to disclose any proprietary information regarding the Services to any third party (except to your Administrator and Secondary Users). You also agree to comply with the Security Procedures and any operating, security and recognition procedures we may establish from time to time with respect to the Services. You will be denied access to the Services if you fail to comply with any of these procedures.

Member Obligations as to Security Procedures. Whenever the Security Procedures associated with a Service include the assigning to member of any confidential

password, logon identification, identification code, personal or location identification number, repetitive code, token or similar security device, Member shall not disclose such security device except to employees or agents authorized to act for Member in connection with Services. Member shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices and shall immediately notify Credit Union if the confidentiality or integrity of any such security device is breached or threatened, followed by written confirmation of security breach. Credit Union will have no liability to the Member for any unauthorized transaction made using a security device that occurs before the Member has notified Credit Union of the possible unauthorized use and Credit Union has had a reasonable opportunity to act on that notice. Member shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Member's negligence or deliberate acts or otherwise. Member is strictly responsible to establish and enforce internal policies to safeguard against unauthorized communications with Credit Union.

Member is aware that Credit Union offers products and Services which can be valuable tools in reducing the incidence of fraud and unauthorized use of Member's accounts and the Services. In addition, Credit Union offers a variety of online viewing and reporting tools which enable real time access to account data and activity. Careful monitoring of accounts and account data is an effective tool for detecting unauthorized or improper transactions and other account problems, and for facilitating reporting of potential problems. To the extent Member chooses not to utilize the tools available to Member or fails to establish and enforce such internal policies, Member is assuming the risk of activities which could have been prevented by the use of such tools or policies.

DFCU Business Online Banking. You will designate at least one Administrator for DFCU Business Online Banking. The Administrator must log-on to the Credit Union's website to enable DFCU Business Online Banking and establish all Secondary Users and their authorities and limits. You authorize Credit Union to execute all Member Instructions received by Credit Union from the Administrator and Secondary Users under the Security Procedures contained in the Business Customer Guides. Only an Administrator has authorities to set up Account Control and Secondary Users.

The Services include the following (Note: Some Services require that you qualify or apply separately, and may also require that you execute and deliver a separate agreement or schedule specific to the Service):

- 1) **As an Administrator:** Setup and change Secondary User(s) and define which Linked Accounts and Services they can access and the daily limits (if applicable) within which they can authorize transactions, and authorize changes initiated by other Administrator(s) under dual control rules.
- 2) View/change the details of the Secondary Users created.
- 3) Obtain balance and other transaction information about Linked Accounts, which information generally will be current as of the time you access your Accounts using DFCU Business Online Banking.
- 4) Export information about Linked Accounts to money management software (e.g., Quicken® or QuickBooks®).
- 5) Create customized reports of Account transactions.
- 6) Make payments from a designated business checking Account to any of your creditors (each a "Payee") located in the United States (the "Bill Pay").
- 7) Send wires in U.S. dollars or any of the supported foreign currencies for domestic or international payments, including:
 - o regular, recurring wire transfers ("Repetitive Wire Service") of Account funds to the same beneficiary and the same account of that beneficiary at the beneficiary's bank; and
 - o one-time wire transfers ("Free Form Wire, Service") of Account funds to a designated beneficiary and the account of that beneficiary at the beneficiary's bank.
- 8) Originate electronic funds transfers through the Automated Clearing House ("ACH") Network.
- 9) Establish Member daily transaction limits within which Secondary User(s) can initiate and authorize Bill Pay, and/or ACH, and/or wire payment transactions, and/or Remote Deposit Capture. These limits can be amended by the Administrator(s) up to the maximum limits established by the Credit Union. Transactional limits are subject to approval by the Credit Union and the Credit Union reserves the right to modify transactional limits at its discretion. You will be notified promptly of any change imposed by the Credit Union.
- 10) Create or change beneficiary and/or Payee Lists for Bill Pay and/or, ACH and/or wire payment transactions.
- 11) Make one-time or recurring transfers between your Accounts.
- 12) Make one-time or recurring transfers from a Bank or Credit Union deposit Account to your Bank or Credit Union loan, mortgage and revolving credit accounts.
- 13) Process accounts receivable with a lockbox arrangement (requires execution and delivery of a separate Lockbox Service Schedule).
- 14) Manage accounts payable by tracking outstanding check items and clearing checks to prevent fraudulent or erroneous checks (requires execution and delivery of a separate Positive Pay Service Schedule) and manage accounts by creating ACH transaction filters and/or blocks to prevent fraudulent or erroneous ACH transactions (requires execution and delivery of a Positive Pay Service Schedule and a Positive Pay Service Schedule Exhibit DACH Positive Pay).
- 15) Deposit checks electronically with remote deposit capture (requires execution and delivery of a separate Remote Deposit Capture Service Schedule).

- 16) Deposit checks electronically from your mobile device by taking a picture of the check(s) and delivering the images and associated deposit information to us.
- 17) Automatically sweep balances to one, central business checking account from linked subsidiary accounts (requires execution and delivery of a separate Sweep Balance Account Service Schedule).
- 18) Electronic tax payment ("EFTPS Services") to authorize us to debit funds from any Account to make payments to the Department of Treasury via the Internal Revenue Service (subject to a credit review by us and requires registration with EFTPS via mail or the internet at www.eftps.com and selection of ACH Origination Services).
- 19) Access information on Credit Union products and services held by you.
- 20) Send and receive Credit Union Mail (secured e-mail) to and from Bank.
- 21) Request a stop payment on a check, providing that the check has not already been debited from your account. Requests are processed on Business Days, regardless of when they are received.
- 22) Obtain an audit trail of all the confirmed actions taken by Secondary User(s).

All eligible Accounts will be accessible through DFCU Business Online Banking and the Administrator(s), and Secondary User(s) to the extent authorized by the Administrator(s), will be able to view and access each Linked Account in any manner and for any purpose available through DFCU Business Online Banking whether now available or available at some time in the future. You acknowledge that all Linked Accounts are for business purposes and are not intended for personal family or household use. In order for you to view and transact on accounts that have different federal employer identification numbers ("EIN") and include accounts with multiple EINs within one Member profile, each such business entity must authorize Member's access to such accounts in writing in a form satisfactory to Credit Union. Each business entity having one or more accounts included on a single Customer profile is a Customer and agrees to be bound by this Agreement as amended from time to time by the Credit Union. The Administrator(s) must be authorized signers on all accounts in the Member profile.

Authority to Transfer Funds - Waiver of Requirement for Two or More Signatures. You agree that if there is any requirement to verify two or more signatures on checks or transfers of funds, that requirement does NOT apply to Member Instructions for funds transfers, including online ACH, wire payment transactions or Bill Pay, using DFCU Business Online Banking Services. You are responsible to establish the appropriate Account Controls in accordance with the Business Customer Guides. You release Credit Union from liability when executing transfers or payments in accordance with your instructions. Where an Account held under different tax identification numbers is included on one business profile, you acknowledge that an employee and/or individual Secondary User of one business may be given authority by an Administrator to transfer funds or conduct other transactions on accounts of other businesses included in your Member profile. You acknowledge that limitations on such access can only be controlled by the Administrator(s), not the Credit Union. The Credit Union will not be liable to you or any other person or business entity for any loss, damage, or expense arising from access to an account by an Administrator or a Secondary User and you hereby agree to indemnify and keep the Credit Union harmless against all actions, claims or demands arising from actions of an Administrator or a Secondary User.

You will need to provide at your own expense a computer, all software and necessary telephone lines, internet or other connections and equipment needed to access the DFCU Business Online Banking (collectively, the "Computer") and an electronic mail address ("e-mail"). Your internet or other web browser software must support a minimum 128-bit SSL encryption. You are responsible for the installation, maintenance and operation of the Computer and all related charges. We are not responsible for any errors or failures caused by any malfunction of the Computer or any Computer virus or related problems that may be associated with access to or use of the Services or the Computer. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any internet or other service provider providing your connection to the Internet or any browser software.

You are responsible for all charges incurred in connection with or related to the use of the Computer, such as all telephone charges and charges by an Internet or other service provider providing your Internet connection to DFCU Business Online Banking.

You generally may access DFCU Business Online Banking 24 hours a day, 7 days a week. However, you may not be able to access Services during any special or other scheduled maintenance periods or interruption or delay due to causes beyond our control. These hours of access are subject to change without notice.

You agree to maintain sufficient available funds in your Accounts in connection with your access to and use of the Services. You agree that we may make a Payment (as defined below) or transfer or perform another Service even if such action causes one or more of your Accounts to be overdrawn. You agree that we may debit any overdraft fees or other related fees from your Primary Account (or any other Account or commercial deposit account you maintain with us, if necessary). If we are unable to complete a Payment or transfer or to perform any other Service for any reason associated with your Accounts, the Payment, transfer or other Service may not be completed, and we will not notify you, unless we are required to do so by applicable law. We will not be liable to you or any third party, however, if we choose to make a Payment or transfer or to perform the Service.

When you instruct us to make a Payment or transfer or to perform another Service, you represent that you have sufficient available funds in your Account to cover the amount of the Payment, transfer or other Service.

Your ability to transfer funds from money market or statement savings Accounts with the Services is limited. You may not make more than 6 transfers per month to another account with us or to a third party by means of preauthorized or automatic transfer, order or instruction, or online banking, and the 6 such transfers can also be made by check, draft, debit card, or similar order made by you and payable to third parties. Transfers from statement savings and money market deposit Accounts made through the Services are counted against the permissible number of transfers prescribed by federal law. Please see the Account Agreement for more detail about these restrictions.

Bill Payment. You may use Bill Pay to pay a bill or to make payments to a business or other payee. An eligible Credit Union checking account is required to use this Service. You agree not use the Bill Pay Service to make (a) tax payments to the Internal Revenue Service or any state or other government agency, (b) court-ordered payments or (c) payments to Payees outside the United States (each, a "Prohibited Payment"). We will not notify you if you attempt to make a Prohibited Payment. We will not be liable to you or any third party if we make or fail to make a Prohibited Payment that you scheduled in violation of this Agreement.

You generally can pay bills periodically as you request from time to time to any of your Payees by providing the Bill Pay Service with certain Instructions ("Payment Instructions"). Payment Instructions consist of the following:

- 1) Name, address and telephone number of your Payee;
- 2) Payee account number;
- 3) Amount of the payment for your Payee bill (the "Payment");
- 4) Business Day on which the Payment should be issued (the "Transmit Date"); and
- 5) Any other information necessary for the Bill Pay Service to issue a Payment on your behalf.

No single Payment may exceed \$999,999.99. You may not be able to make a Payment if (a) the Payment amount exceeds this dollar limitation, (b) the Payment will cause your Bill Pay Account to be overdrawn or (c) your Bill Pay Account has insufficient available funds. We also reserve the right and will notify you as soon as is practicable if we refuse to make a Payment (other than a Prohibited Payment) to any other Payee you designate from time to time, and we will not be liable to you or any third party for our refusal to make any such Payment. You are solely responsible for making alternate arrangements for these Payments.

When you provide us with your Payment Instructions, you authorize us to, and agree that we may, following your Payment Instructions, debit your Bill Pay Account in the amount of the Payment and send the Payment on your behalf to the Payee on the Transmit Date. We will not send any Payment or debit your Bill Pay Account unless and until you authorize us to do so. You agree that the use of any of the User IDs and the provision of your Payment Instructions will have the same effect as your signature authorizing us to debit the amount of a Payment from your Bill Pay Account.

Payments will only be issued on a Business Day that we are open. If you specify a Transmit Date that is not a Business Day that we are open, the Transmit Date will be the next Business Day after the day you specified that we are open.

You understand and acknowledge that your Payment Instructions must be established in the Bill Pay Service in a timely manner so as to afford us a reasonable opportunity to act on and process your Payment Instructions. You generally should schedule your Transmit Date at least 7 Business Days in advance of the Payment due date (or at least 2 Business Days in advance of the Payment due date, if you know that your Payee will accept a Payment electronically). You further understand and acknowledge that, due to circumstances beyond our control (e.g., delays in handling and posting Payments by Payees), some of your Payments may not be received or processed by your Payee in a timely manner. You are solely responsible for any late payment, interest or other penalties that may be imposed as a result of your failure to timely establish your Payment Instructions in the Bill Pay Service, except as otherwise provided for in this Agreement.

Payment Instructions established in the Bill Pay Service before 4:00 p.m., Eastern Time, on any Business Day will be eligible for overnight processing. Payment Instructions established in the Bill Pay Service on a day that is not a Business Day or after 10:00 p.m., Eastern Time, on any Business Day will be considered received by us on the next Business Day that we are open.

Payments will only be issued in denominations of U.S. dollars. Payments may be made by transferring funds electronically to your Payee or by sending your Payee a paper check, in our sole discretion. We will debit your Bill Pay Account in the amount of the Payment on the Transmit Date for payments made electronically and upon negotiation for payments made by check.

If there are any circumstances under which we cannot make a Payment because your Bill Pay Account does not have sufficient available funds, the Payment may not be made. Unless required by law, in the event a Payment is not completed, we will not provide you with a return notice. We will not be liable to you or any third party if a Payment is not made under these circumstances. You are solely responsible for making alternate arrangements for any such Payment.

If you schedule a Payment, you may ask us to change or cancel it only by accessing and following the instructions set forth in the Bill Pay Service. In no event can you ask us to change or cancel a Payment you schedule on or after the Transmit Date. Although we will make every effort to accommodate your request to change or cancel a Payment, we will have no liability for failing to do so if we have not received your request in a timely manner. You may not stop a Payment that is electronic or a payment that is on or after the Transmit Date.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all accounts.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$225 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

U.S. Treasury checks that are payable to you.

Wire transfers.

Checks drawn on Direct Federal Credit Union.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

Cash.

State and local government checks that are payable to you.

Cashier's, certified, and teller's checks that are payable to you.

Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Other Check Deposits Subject to Second-Day Availability

The first \$225 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

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

LONGER DELAYS MAY APPLY

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

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

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in

person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

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

SPECIFIC ACCOUNT DETAILS

BUSINESS CHECKING ACCOUNT

Minimum balance requirements:

No minimum balance requirements apply to this account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

BUSINESS MONEY MARKET ACCOUNT

Rate Information - The interest rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Interest will be compounded daily. Interest will be credited to your account every month.

Minimum balance requirements:

The minimum balance required to open this account is \$500.00.

You must maintain a minimum daily balance of \$25,000.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer or telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

BUSINESS HIGH-YIELD MONEY MARKET ACCOUNT

Rate Information - The interest rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Interest will be compounded daily. Interest will be credited to your account every month.

Minimum balance requirements:

The minimum balance required to open this account is \$500.00.

You must maintain a minimum daily balance of \$200,000 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer or telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

BUSINESS SHARE ACCOUNT

Rate Information - The interest rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Interest will be compounded daily. Interest will be credited to your account every month.

Minimum balance requirements:

The minimum balance required to open this account is \$5.00.

You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer or telephone order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

COMMON FEATURES

Bylaw requirements:

You must deposit \$5.00 into your Business Share account as a condition of admission to membership.

Please refer to our separate rate sheet for current interest rate and annual percentage yield information and to our separate fee schedule for additional information about charges.

YOUR ACCOUNT

These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

BUSINESS CHECKING ACCOUNT

BUSINESS MONEY MARKET ACCOUNT

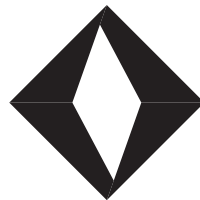
The interest rate on your deposit account is _____% with an annual percentage yield of _____%.

BUSINESS HIGH-YIELD MONEY MARKET ACCOUNT

The interest rate on your deposit account is _____% with an annual percentage yield of _____%.

BUSINESS SHARE ACCOUNT

The interest rate on your deposit account is _____% with an annual percentage yield of _____%.



DIRECT
FEDERAL
DIRECT.COM

