



Business Services Membership Account Agreement and Credit Application

MEMBERSHIP ELIGIBILITY

• All primary business owners must be individually eligible for Ohio Catholic Federal Credit Union (Ohio Catholic) membership for the business to be eligible. The principal owners of the business must be listed on the business's proof of existence.

- Commercial Business (Catholic Owned)
- Catholic Organization
- Member of Ohio Catholic Foundation

A \$5 (minimum) Share Savings must be established for membership of a business entity.

NOTE: Ohio Catholic reserves the right to deny or restrict membership and/or products to business entities classified as "high-risk" in accordance with the Bank Secrecy Act (BSA). This may include, but not limited to:

- Financial, investment, or credit service providers (including money service businesses and tax preparation services)
- Gambling
- IP infringement, regulated, or illegal products
- Unfair, predatory, or deceptive practices
- Other high-risk products or services (travel agencies or other travel related services, membership clubs, and multi-level marketing programs)

NOTE: Ohio Catholic periodically scans all business members and associated accounts. If prohibited high-risk deposit or unsatisfactory account handling transactions are detected, Ohio Catholic will review the account for immediate account restriction and/or closure.

BUSINESS INFORMATION		Current Business Member? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, place list your account number: <input style="width: 100px;" type="text"/>	
Name of Business			DBA Name (If Applicable)		
SSN / Business Tax ID No. <small>(TIN must be obtained to open account, even if TIN has been applied for but not yet received)</small>		State & Charter Number(s)		Charter Date(s)	
Expiration Date		Physical Address of Business: Street		City	
		State		Zip Code	
		Years at Address		Own/Rent?	
Previous Address <small>(If less than two years at current address)</small>		City		State	
		Zip Code		Mailing Address: Street <small>(If Different Than Above)</small>	
		City		State	
		Zip Code		Business Phone Number	
		Alternative Phone Number		Email Address	
Website Address		How Many Employees Do You Have?		How Many New Jobs Will Be Created in the Next 12 Months?	
Primary Trade Area (Check all that apply)				What Percentage of Sales are Internet Sales?	
<input type="checkbox"/> Local Community		<input type="checkbox"/> Statewide		<input type="checkbox"/> Domestic U.S.	
				<input type="checkbox"/> International	
Total Business Assets		Business Net Worth		Estimated Annual Sales/Revenue	
Description of Business (Describe the nature of your business including actual goods sold or services provided.):					

HOW TO ESTABLISH MEMBERSHIP

- Visit a regional branch and open your account with a Business Services Representative.
- Call (216) 663-6800 or toll free 1-888-696-4462 and ask for Business Services
- Email: BusinessServices@OhioCatholicFCU.com
- Fax completed form to (440) 744-0838
- Submit online at <https://ohiocatholicfcu.com/business-solutions/business-products-and-services/>

CREDIT UNION LOCATIONS

Akron Branch 2720 South Arlington Rd. Akron, OH 44312	Garfield Heights Branch 13623 Rockside Road Garfield Heights, OH 44125	Macedonia Branch 8600 Alexandria Drive Macedonia, OH 44056	North Royalton Branch 5600 Wallings Road North Royalton, OH 44133
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TYPE OF BUSINESS - Legal Structure of Business

Check the appropriate box(es)

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Catholic Organization located in Ohio including dioceses, parishes, schools, services, ministries, organizations, or entities <input type="checkbox"/> 501(c)(3) Non-Profit Organization <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership | <ul style="list-style-type: none"> <input type="checkbox"/> Corporation <input type="checkbox"/> Single-Member Limited Liability Corporation <input type="checkbox"/> Multi-Member Limited Liability Corporation <input type="checkbox"/> Club or Social Organization |
|--|---|

REQUIRED BUSINESS DOCUMENTATION (additional documentation may be required)

- | | |
|--|--|
| <input type="checkbox"/> Authority to Obtain Financial Institution Services | <input type="checkbox"/> IRS EIN Letter |
| <input type="checkbox"/> Articles of Incorporation, Articles of Membership, or Partnership Agreement | <input type="checkbox"/> Fictitious Name Certificate or Certificate of Assumed Name - If Doing Business As (DBA) |
| <input type="checkbox"/> Certification of Beneficial Owners | <input type="checkbox"/> State of Ohio Certificate of Good Standing |

BUSINESS PRODUCTS AND SERVICES REQUESTED

- | | | |
|--|--|--|
| <input type="checkbox"/> Business Checking Account | <input type="checkbox"/> Business Savings
Includes Share Savings, Money Market, or Certificates | <input type="checkbox"/> Business Services
Includes ACH Direct Deposits, Online Banking, Bill Pay, Wire Transfers, Automatic Funds Transfer, Night Depository Drop, Overdraft Protection, & Notary Services |
| <input type="checkbox"/> Business Debit Card | <input type="checkbox"/> Remote Deposit Capture
Members Serving Members
<small>(This is free advertising on the OCFCU website. Information shared would include business name, address*, phone number, website*, and business description. *If Applicable)</small> | <input type="checkbox"/> eStatements |
| <input type="checkbox"/> Merchant Services | | |

ACCOUNT PURPOSE

_____ How many people will have deposit and withdrawal authority on the account?
 _____ What is the estimated number of monthly deposits?
 _____ What is the estimated average amount of each deposit?

Purpose/type of transactions for which your account will be used:

Yes	No		Yes	No	
		Operating/General Purpose			Will you house your client funds in order for you to distribute?
		Savings/Investment			Do you intend to act as a Money Service Business?
		Escrow Management			Will you provide services to the Marijuana Industry?
		Payroll			
		Send or Receive Wire Transfers			

_____ Will any financial transactions affecting this account originate or have a destination outside the U.S.?

If yes, explain:

BUSINESS CREDIT PRODUCTS REQUESTED

Product	Amount Requested	Collateral Offered	Proceeds to be Used For
Business Credit Card*	_____	_____	_____
Line of Credit	_____	_____	_____
Term Loan	_____	_____	_____

*See Disclosures on OhioCatholicFCU.com

FINANCIAL STATEMENTS REQUIRED TO OBTAIN CREDIT

Financial Information Requirements (If requesting Credit, Merchant Services, or other Financial Services):

General Business Financial Information needed for all loans (For each borrower):

- Three (3) most recent Year End Complete Business Tax Returns including all Schedules and K-1s.
- Three (3) most recent Year End Complete Company Financial Statements including Balance Sheet, Income Statement, and any accounts opinion letters, footnotes, and schedules.
- Most Recent Year to Date Month End Interim Financial Statement (Balance Sheet and Income Statements).

General Individual Financial Information needed for all loans (For each borrower or personal cosignor):

- Three (3) most recent Year End complete Personal Tax Returns (Including all Schedules, W2's, and K-1s).
- Recent Personal Financial Statements (less than six months old).
- Copy of Valid Government-Issued ID

Depending on the loan request, collateral or services requested, additional information may be requested.

PRIMARY BUSINESS CONTACTS AND REFERENCES

Please include Accountants, Attorneys, Insurance Agents, Preferred Title Company, Consultants, Centers of Influences, etc.

Reference Types	Contact Name	Company Name	Phone	Email
Accountant	_____	_____	_____	_____
Insurance Agent	_____	_____	_____	_____
Attorney	_____	_____	_____	_____

AUTHORIZED SIGNERS

Please check the "Authorized User" box for individuals who are not owners but has authority to conduct business on behalf of the organization.

- The business owners are automatically included as authorized signers. Only the business owner(s) are allowed to add or remove signers from business accounts.
- Please ensure all signatures are provided and appropriate documentation is included.
- As with primary owners, ALL personal accounts of authorized signers (if any) must be in good standing. If not, the Authorized Signer will not be added.
- Authorized Signers do not need to be in Ohio Catholic's Field of Membership.

AUTHORIZED SIGNER AGREEMENT

You certify that you are an Authorized Signer of the Business named above with the authority to bind the Business to the Ohio Catholic Business Card Terms and Conditions. You also certify that this application and all other support materials including financial statements are complete and correct. You authorize Ohio Catholic to obtain credit reports and make other inquiries such as requests from the IRS or other organizations necessary to process your loan request. If credit is granted, you understand that you and the Business are individually and jointly liable for paying charges on the Account and agree to the Ohio Catholic Business Card Terms and Conditions. You understand and agree that your account, including applicable rates and further use of credit, are subject to periodic review at the discretion of Ohio Catholic. You understand that the use of your card will constitute acknowledgement of receipt and agreement to the terms of the credit card agreement and disclosures. You grant us a security interest in all share and/or deposit accounts you have with us now and in the future to secure your credit card account. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares or deposits.

Business Owner(s) / Administrator(s) / Authorized Signer / Credit Card User Information

By signing below, I (we) agree that I (we) have received all attached disclosures contained in this Account Application Packet. I (We) also certify that I (we) do not participate in any Internet Gambling Services or MSB transactions. Copy of valid Government-Issued ID is required.

OWNER/ADMINISTRATOR		<input type="checkbox"/> % Owned	<input type="checkbox"/> Administrator (Non-Profit)	<input type="checkbox"/> Authorized User	<input type="checkbox"/> Credit Card User
Current Member Number		Catholic Affiliation (Diocese, Parish, School, Foundation, etc.)		U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	
First Name	MI	Last Name	Suffix	SSN	Date of Birth (MM/DD/YYYY)
Driver's License, Gov't ID No., or State ID No.		Date Issued (MM/DD/YYYY)		Expiration (MM/DD/YYYY)	
Current Home Address: Street		City		State	Zip Code
Mailing Address: Street (If Different Than Above)		City		State	Zip Code
Home Phone		Work Phone		Cell Phone	
Years at Address	Own / Rent?		Email Address		
Employer Address: Street		City		State	Zip Code
Occupation / Job Title		Annual Income		Start Date	
X Signature				Signature Date	

OWNER/ADMINISTRATOR		<input type="checkbox"/> % Owned	<input type="checkbox"/> Administrator (Non-Profit)	<input type="checkbox"/> Authorized User	<input type="checkbox"/> Credit Card User
Current Member Number		Catholic Affiliation (Diocese, Parish, School, Foundation, etc.)		U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	
First Name	MI	Last Name	Suffix	SSN	Date of Birth (MM/DD/YYYY)
Driver's License, Gov't ID No., or State ID No.		Date Issued (MM/DD/YYYY)		Expiration (MM/DD/YYYY)	
Current Home Address: Street		City		State	Zip Code
Mailing Address: Street (If Different Than Above)		City		State	Zip Code
Home Phone		Work Phone		Cell Phone	
Years at Address	Own / Rent?		Email Address		
Employer Address: Street		City		State	Zip Code
Occupation / Job Title		Annual Income		Start Date	
X Signature				Signature Date	

OWNER/Administrator										
Current Member Number			Catholic Affiliation (Diocese, Parish, School, Foundation, etc.)				U.S. Citizen?			
							<input type="checkbox"/> Yes <input type="checkbox"/> No			
First Name		MI	Last Name		Suffix	SSN		Date of Birth (MM/DD/YYYY)		Mother's Maiden Name
Driver's License, Gov't ID No., or State ID No.					Date Issued (MM/DD/YYYY)			Expiration (MM/DD/YYYY)		
ID No.					State					
Current Home Address: Street					City			State		Zip Code
Mailing Address: Street (If Different Than Above)					City			State		Zip Code
Home Phone				Work Phone			Cell Phone			
Years at Address			Own / Rent?			Email Address				
Employer Address: Street					City			State		Zip Code
Occupation / Job Title					Annual Income			Start Date		
X Signature								Signature Date		

OWNER/Administrator										
Current Member Number			Catholic Affiliation (Diocese, Parish, School, Foundation, etc.)				U.S. Citizen?			
							<input type="checkbox"/> Yes <input type="checkbox"/> No			
First Name		MI	Last Name		Suffix	SSN		Date of Birth (MM/DD/YYYY)		Mother's Maiden Name
Driver's License, Gov't ID No., or State ID No.					Date Issued (MM/DD/YYYY)			Expiration (MM/DD/YYYY)		
ID No.					State					
Current Home Address: Street					City			State		Zip Code
Mailing Address: Street (If Different Than Above)					City			State		Zip Code
Home Phone				Work Phone			Cell Phone			
Years at Address			Own / Rent?			Email Address				
Employer Address: Street					City			State		Zip Code
Occupation / Job Title					Annual Income			Start Date		
X Signature								Signature Date		

OWNER/Administrator										
Current Member Number			Catholic Affiliation (Diocese, Parish, School, Foundation, etc.)				U.S. Citizen?			
							<input type="checkbox"/> Yes <input type="checkbox"/> No			
First Name		MI	Last Name		Suffix	SSN		Date of Birth (MM/DD/YYYY)		Mother's Maiden Name
Driver's License, Gov't ID No., or State ID No.					Date Issued (MM/DD/YYYY)			Expiration (MM/DD/YYYY)		
ID No.					State					
Current Home Address: Street					City			State		Zip Code
Mailing Address: Street (If Different Than Above)					City			State		Zip Code
Home Phone				Work Phone			Cell Phone			
Years at Address			Own / Rent?			Email Address				
Employer Address: Street					City			State		Zip Code
Occupation / Job Title					Annual Income			Start Date		
X Signature								Signature Date		

*For Credit Union Use Only

_____ Business/Organization Name _____ Membership Officer _____ Date



**Catholic/Non-Profit
Authorized Signers**

Date _____

_____ (Business Name) hereby appoint(s) the individual(s) named below to serve as Authorized Signer(s) on the account indicated in this agreement. This agreement grants them transaction rights, which include the following:

Check Writing | Making Deposits | Authorizing Withdrawals & Transfers | Obtaining Balance Information

This form must be accompanied by an unexpired ID for each signer.

Name of Company/Organization _____

President/Pastor/Authorized Signature _____

Account Number _____

Name _____ SSN _____

Title _____ Phone _____

Address _____

Mother's Maiden Name _____

Signature _____

Name _____ SSN _____

Title _____ Phone _____

Address _____

Mother's Maiden Name _____

Signature _____

Name _____ SSN _____

Title _____ Phone _____

Address _____

Mother's Maiden Name _____

Signature _____

Name _____ SSN _____

Title _____ Phone _____

Address _____

Mother's Maiden Name _____

Signature _____

Name _____ SSN _____

Title _____ Phone _____

Address _____

Mother's Maiden Name _____

Signature _____

Name _____ SSN _____

Title _____ Phone _____

Address _____

Mother's Maiden Name _____

Signature _____

Persons opening an account on behalf of a legal entity must provide the following information:

Name and Title of Natural Person Opening Account:

Name and Address of Legal Entity for Which the Account is Being Opened:

The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

NAME	DATE OF BIRTH	ADDRESS <small>(Residential or Business)</small>	SOCIAL SECURITY NUMBER	PASSPORT NUMBER* & COUNTRY OF ISSUANCE <small>(For Foreign Persons)</small>

(If no individual meets this definition, please write "Not Applicable.")

The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

-An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer); or

-Any other individual who regularly performs similar functions. (If appropriate, an individual listed under the section above may also be listed in this section).

NAME	DATE OF BIRTH	ADDRESS <small>(Residential or Business)</small>	SOCIAL SECURITY NUMBER	PASSPORT NUMBER* & COUNTRY OF ISSUANCE <small>(For Foreign Persons)</small>

I, _____ (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature: _____ Date: _____

Legal Entity Identifier _____ (If Applicable)

*In lieu of a passport number, foreign persons may also provide an alien identification card number or number and country of issuance of any other government issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Introduction

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Ohio Catholic Federal Credit Union (OCFCU). In this Agreement, the words “you”, “your”, and “yours” refer to either the Business Owner or the business entity. A signed application must be completed and returned to be valid. By signing the application, you agree to abide by the disclosed terms and conditions of all business accounts and services that you may receive at OCFCU. The words “we”, “us”, and “our” mean OCFCU. The word “account” means any one (1) or more share or other accounts you have with OCFCU.

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 entity or person that opens an account. When an entity or person opens an account, we will ask for the name, address, Employer Identification Number (EIN) or, if applicable, Taxpayer Identification Number (TIN) and date of birth, and other information that will allow us to identify the entity or person. We may also ask to see identifying documentation for the entity or person.

Membership Eligibility

To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) as set forth in the OCFCU bylaws. A majority of the members, officers, or those who control the funds of a group, club, association, or business must be eligible for membership.

Business Savings and Checking Accounts

Accounts held in the name of a business or organization is subject to all of the terms and conditions set forth in this Agreement. We reserve the right to require the member to provide a Business Account Application and Resolution informing us, who is authorized to act on the business’ behalf. You agree to notify us of any change in authority. We may rely on written authorization until such time as we are informed of changes in writing and has reasonable time to act upon such notice. We may require that checks payable to an organization, business, and/or association may not be cashed, but must be deposited to a business account of the same name. We shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner unless we have actual notice of any wrongdoing.

Authorized Signers

A Business Owner is the only individual entitled to add and delete Authorized Signers. This may be accomplished by completing an updated Business Resolution and providing proper identification for these individuals. An Authorized Signer has no ownership interest in the account(s) or OCFCU voting rights. We have no duty to inquire about the use or purpose of any transaction made by the authorized signer.

Taxpayer Identification Numbers and Backup Withholding

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. Federal law requires certification under penalty of perjury that the TIN furnished to us is correct, and the TIN is not subject to backup withholding or the business is not subject to backup withholding. As a business, the TIN is the Employer Identification Number (EIN) assigned to your business, or the Business Owner’s Social Security Number (SSN), if applicable. If your account is subject to backup withholding, we must withhold and pay the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. The IRS does not require consent to any provision of this document other than the certification required for backup withholding. If you fail to provide your TIN, we may suspend opening your account.

Restrictive Legends

Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples are “two signatures required”, “not valid for more than \$500.00”, or “valid after 60 days.” We are not liable for payment of any check or draft contrary to a restrictive legend or other limitations contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.

Effect of Notice

Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited into the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

Electronic Notices

If you have agreed to receive notices electronically, we may send notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

Electronic/Digital Signatures

Any contract, transaction, correspondence for which you provide an electronic signature has the same legal force and effect as your manual signature.

Checks or Drafts Presented for Payment in Person

We may refuse to accept any check or draft on your account that is present for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability or refusing payment.

Deposit of Funds Requirement

Funds may be deposited into any account, in any manner approved by us, in accordance with the requirements as set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibilities until we receive them. We reserve the right to refuse or to return any deposit.

Endorsements

If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check with 1- ½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility

Remotely Created Checks or Drafts

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

Communication

In order for us to service your account or collect any amount you owe, you agree that we may contact you by phone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information any only give us phone numbers and email addresses that belong to you.

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 negligence of any correspondent or for loss in transit, and 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 bank extra time beyond midnight deadline limits.

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.

We shall not be liable to you, any Authorized User, or anyone else for:

- Acts of God, fire, flood, adverse weather conditions or other catastrophes, wars, riots, acts of the public enemy or acts of governmental authority,
- Labor difficulties or strike,
- Hardware or software failure or destruction, or other equipment problems,
- The unavailability, interruption or malfunction of communication facilities or utilities,
- The inability to perform the transaction because of insufficient funds or credit in the account to make the transaction or because the account is closed or is not in good standing,
- Refusal of a merchant or other third party to honor a card or a card number,
- Restrictions on the account cause by legal process or other claim,
- Delays or failures to act by you or any Authorized User,
- Any other act or omission beyond our control. We shall be liable only for our own gross negligence or willful misconduct.

We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payment of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees may say or write will be resolved by reference to this Agreement.

Pledge/Statutory Lien

Unless prohibited by law, you pledge and grant as security for all obligations you 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 you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the original balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledge account(s) may be withdraw unless you are in default. Federal or state law, depending upon 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 account you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

Final Payment

All items or Automatic Clearing House (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 or ACH transfer and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

Crediting of Deposits

Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

Negative Balance/Account Reporting

In event there is an unsatisfied negative share balance, we reserve the right to charge the amount against any other account from which any of the signers is entitled to withdraw sufficient to satisfy the negative condition. We may submit a negative account reporting to a credit account reporting agency if you fail to fulfill the terms of this Membership Agreement and Disclosure.

Access Options

You may withdraw or transfer funds from your account(s) in any manner we permit (e.g. at an automatic teller machine (ATM), Debit Card, in person, by mail, Internet access, mobile device, automatic transfer, or Audio Response, telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

Governing Regulations

Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state of Ohio. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. If you are party to an Automated Clearing House (ACH) entry, you acknowledge and agree that such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules and of any local ACH and the Rules of any other system which the entry is made.

Authorization for Transfers/Debiting of Accounts

Any owner is authorized to make or order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. If a signature is required to authorize a funds transfer, the required number of signatures of account owners must be present before we will execute the transfer.

Right to Refuse to Make Transfer/Limitation of Liability

Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order or transfer funds out of your account if the amount of the requested funds transfer (plus applicable fees) exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failure caused by third parties or circumstances beyond our control including mechanical, electronic, or equipment failure.

Notification

We will not provide you with next day notice of an ACH, wire transfers, and any other electronic payments 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.

Payment Order Processing and Cut-Off Times

Payment orders we accept will be executed within a reasonable time of receipt. 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 received after a cut-off time may be treated as having been received on the next following funds transfer business day. Our cut-off times vary depending on the type of payment order. Information about our cut-off times our available upon request.

Identifying Account Numbers

When you initiate a wire transfer, you may identify the recipient and any financial institution by name and address as well as by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account other identifying number even if the number identifies a different person or financial institutions.

Amendments and Cancellations of Payment Orders

Any owner 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 an actual or attempted amendment or cancellation of a payment order.

Security Procedures

We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of such security procedures. You agree that our security procedures are commercially reasonable verification of payment orders and other electronic funds transfers. If we permit you to establish a different security procedure, you agree that that procedure is also commercially reasonable method of verifying electronic funds transfers. A call back may be performed on certain payment orders or electronic funds transfers.

Withdrawal Restrictions

We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals and make transfers from your account from insufficient available funds if you have established an overdraft protection plan, or if you do not have such a plan with us, according to our overdraft payment policy. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example 1) a dispute between account owners (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; or 5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

Transfer Limitations

For savings and money market accounts, you may make up to six (6) preauthorized, automatic, telephonic, mobile device or audio response transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the Automated Clearing House (ACH). Except for security purposes, you may make unlimited transfers to any Credit Union loan account(s) and may make withdrawals in person, by mail, or at an ATM. However, we may refuse to reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

Payment of Overdrafts

If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft item, transaction or other item, plus applicable fee, that is posted to your account, we may return the item or post it as described below. Our determination of an insufficient available account balance may be made at any time between presentation and our deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item.

If we offer Courtesy Pay Overdraft Protection, this service allows us to authorize payment up to \$500.00 including applicable fees, for the following types of transactions regardless of whether your share or deposit account has sufficient funds: 1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; 2) automatic bill payments; 3) ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, we may not authorize and pay ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established our Standard Overdraft Protection Program linking your share or deposit account with other suffixes within your account, you authorize us to transfer funds from another suffix of yours to cover an insufficient item, including transfers from a share or deposit account or your Credit Card account if you so designate. Services and fees for these transactions are shown in the document we use to capture affirmative consent and in our Fee Schedule. Except as otherwise agree in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our Courtesy Pay Overdraft Program or any other service you may have authorized with us, or if you not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

Order of Payments

Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute the other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have any questions about how we pay checks or drafts and process transfers and withdrawals.

Postdated and Stale dated Checks or Drafts

You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account presented more than six (6) months past its date.

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. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

Power of Attorney

We are not required to recognize any power of attorney to act on an account, even if we have previously accepted a power of attorney for other transactions. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had reasonable time to act upon it. We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct on a case-by-case basis and may require the attorney-in-fact to present the original power of attorney before conducting any transactions. A person acting under a power of attorney is not an owner of an account, no funds in the account belong to that person by reasons of that capacity, and that person has no right of survivorship in the account.

Account Information

Upon request, we will give you the name and address of each agency from which we obtain a credit reporting 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 complies with the law or a government agency or court order; or 4) you give us written permission.

Name or Address Changes

You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided us. We may require all names and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Fee Schedule.

Notice of Amendments

Except as prohibited by applicable law, we may change the term of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

Periodic Statements

If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. 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 of the check or draft may be retained by us or payable through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

Examination

You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 30 days of the date we sent the statement to you, we will not be responsible for your loss. 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 a facsimile signature machine.

Notice to 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.

Dormant Accounts

If you have an account that you have not made a withdrawal from, deposit to, or transfer involving your account for more than six (6) months and the Credit Union has been unable to contact you during that period, we may classify your account as a dormant account and may charge a dormant account fee as allowed by applicable law and as set forth in the Fee Schedule.

Special Account Instructions

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

Termination of Account

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

Termination of Membership

You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all of your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

Unlawful Internet Gambling and Other Illegal Activities

You agree that you do not participate in any Internet Gambling Services as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. 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. You also certify that you do not conduct any financial transactions that are consistent with a Money Services Business (MSB). As defined by FinCEN, MSBs are high-risk deposit entities that conduct transactions that include: Currency Dealer or Exchanger, Check Casher, Issuer of Traveler's Checks, Issuer of Money Orders, Issuer of Stored Value, Seller or Redeemer of Traveler's Checks, Seller or Redeemer of Money Orders, Seller or Redeemer of Stored Value, Money Transmitter, and U.S. Postal Service. You further understand that Ohio Catholic reserves the right to deny or restrict any high-risk deposit entities conducting Internet Gambling or MSB transactions, and that Ohio Catholic may block or otherwise prevent such transactions and may close our business account and end the financial relationship if such transactions are detected. You also understand that if you should decide to expand our business entity to include any of these prohibited transactions, you will notify Ohio Catholic in advance of such change.

Changing Our Rules

From time to time, we may change these rules or our charges. We will comply with any notice requirements under applicable law. If applicable law does not specify any notice requirement for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Disputing Signers

If we believe there is a dispute among authorized signers on the account or we receive inconsistent instructions from an authorized signer, or those purporting to have authority over the account pursuant to any entity documents such as operating agreements, articles of incorporation, partnership agreements, and the like, or by operation of law (any such persons referred to as "management"), we may suspend or, close the account, require a court order to act, and/or require that all authorized signers and/or management agree in writing as to who will have authority to undertake any transactions concerning the account.

Insurance

Your shares are backed by the assets of OCFUCU and are insured for up to at least \$250,000 for all of your individual accounts by the National Credit Union Administration. If you have an IRA, it is separately insured for up to \$250,000. Accounts for Partnerships and Corporations are separately insured for up to \$250,000. Accounts for Sole Proprietors are not insured separately from your individual accounts. Adding authorized signers to your accounts does not increase insurance coverage.

Business Checking

By requesting a Business Checking account, you certify that you have never had an OCFUCU account that has been closed due to abuse. You agree to be liable for negative balances on your accounts including any overdrafts, regardless of the cause, and agree to immediately deposit sufficient funds to cover the overdrafts.

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 the Agreement.

Enforcement

You are liable to us for any losses, costs, or expenses 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.

Governing Law

This Agreement is governed by OCFUCU's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the State of Ohio and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which OCFUCU is located.

Negative Information Notice

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

Protecting Your Account

We will not send you emails requesting personal information. If you receive an email that seems to come from us and requests personal information, do not answer it. Instead, contact us immediately at the number on your statement. You should be cautious about accepting checks, money orders and cashier's checks from individuals/businesses you do not know. Sometimes they turn out to be fraudulent or counterfeit. OCFUCU cannot always verify that a check, money order or cashier's check that purports to be issued by another company or financial institution is authentic, or has any value at all, when you give it to us and ask to cash or deposit it.

Adverse Action

NOTICE OF ACTION TAKEN AND STATEMENT OF REASONS (BUSINESS CREDIT)

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact [name, address and telephone number of the person or office from which the statement of reasons can be obtained] within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is [name and address as specified by the appropriate agency listed in appendix A]

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 on personal accounts identifies each person who opens an account. In addition, on Legal Entity accounts, we will require identification on beneficial owners and one individual that has significant managerial responsibility for the Legal Entity. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. For Legal Entity accounts, we are required to ask you for identifying information (name, address, date of birth, social security number and identification documents). We may also ask to see your driver's license or other identifying documents.