DIVERSIFIED MEMBERS CREDIT UNION

MEMBERSHIP/ACCOUNT AGREEMENT

This is the Agreement ("Agreement") between you (the member) and DIVERSIFIED MEMBERS CREDIT UNION ("Credit Union"), a Credit Union, whose principal place of business is located at 1480 E. Jefferson Avenue, Detroit, Michigan 48207 regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union. It includes and incorporates your Electronic Funds Transfer Agreement; Truth-in-Savings Disclosure, Funds Availability Disclosure, and other documents relevant to your account.

You should retain a copy of the Agreement and feel free to call the Credit Union if you have any questions. By signing a Membership Application and Agreement, you agree to be bound by, and acknowledge receipt of, this Agreement, along with certain disclosures required under the Truth-In-Savings Act and various other laws, as well as the regulations related to those laws. The words "you" and "your" mean you as a member and any joint owners on the accounts covered by this Agreement. The words "we," "our," "us," and "Credit Union" mean Diversified Members Credit Union.

You agree that any accounts opened under this Agreement shall be for consumer, family, and household use only and that we may restrict activities on any such accounts or close them if we determine that any of them have been used for business purposes.

USA PATRIOT ACT NOTICE

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 a new account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

NOTICE OF ARBITRATION PROVISION

This Agreement contains an Arbitration Provision which provides that you or the Credit Union may elect to have all disputes resolved by **BINDING ARBITRATION INSTEAD OF IN COURT**.

You should read the Arbitration Provision below carefully. It provides, among other terms:

You **GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under this Agreement (**EXCEPT** for matters that may be taken to **SMALL CLAIMS COURT**).

Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury.

You are entitled to a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.**

Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT.**

YOU MAY NOT PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER IN ARBITRATION OR IN ANY OTHER CONSOLIDATED PROCEEDING.

Membership

Membership in Diversified Members Credit Union is open to any person qualifying under the credit union's bylaws.

Becoming a Member. To become a member of the Credit Union, you must complete a Membership Application and Agreement and open a Membership Share Savings Account. The basic share deposit that you must always keep in your Membership Share Savings Account to retain membership is $5.00. You authorize us to check your account, credit, and employment history and to obtain reports from third parties, including consumer (credit) reporting agencies, to verify your eligibility for the accounts and services you request as allowable by the Fair Credit Reporting Act.

Our Records

We may agree to assist you with any product, service, and/or transaction by telephone, mail, in person or electronically. In some cases, in our discretion, we may enter the information in a document, or we may enter the information electronically into our computer system without having you sign a paper document. You understand and agree that if we assist you with any account, product, service, or transaction by phone, mail, in person or electronically without a signed document, we will maintain and manage same in the manner that is reflected in our records. For an account and its related services, this means you agree to the ownership, survivorship and beneficiary features of the account shall be governed by the ownership, survivorship and beneficiary features as set forth in our records. If you prefer to proceed by way of a paper document or by another method we allow, you must let us know. We are happy to provide you with a document for your signature or find an alternative method for you to take actions or conduct transactions with us.

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You agree to check all records related to your account(s) periodically (not less than once per year) to ensure that all ownership, survivorship and beneficiary arrangements are set up in the manner you desire. You may request to review, confirm, obtain, charge, add or terminate any product, service, action or transaction, anytime we are open for business by any method we allow. You may also request a paper electronically managed copy of your information or a document in our records from us anytime during business hours or as we allow. You agree to contact us immediately if any ownership, survivorship or beneficiary arrangement is not how you wish it to be. You further agree that we may rely upon our paper and/or electronic records to determine any ownership, survivorship or beneficiary arrangement related to your account(s), that our determination with respect to same shall constitute final and conclusive evidence as to such account arrangements, and you will hold the Credit Union harmless from any claims related thereto

Share Savings Accounts

Deposits. After you have established your Membership Share Savings Account, you may make additional deposits into that account or establish additional share savings accounts and other types of accounts as described below, at any time and in any amount. We may establish minimum amounts for deposits in your Share Savings Accounts or other accounts. Your Membership Share Savings Account and your other share savings accounts will be referred to singularly in this Agreement as "Share Savings Account" and collectively as "Share Savings Accounts," as applicable. Additional Share Savings Accounts can be established by completing an application to Add Additional Share Savings Account.

You can make deposits in person or by mail. You can also arrange to have deposits made directly to Share Savings Account(s) by participating payers. If you have an automated teller machine (ATM) card, you may also make a deposit through automated teller machines equipped to accept deposits. If you have applied for and been given access to our Telephone Banking service or our Home Banking service, you can also transfer funds from one account to another. Deposits may also be made at a night depository at those Credit Union locations that have a night depository. Funds deposited to a

night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count and verification by the Credit Union. Deposits may also be made through other Credit Union approved methods.

Withdrawing Money from Your Share Savings Accounts. As long as you have available funds in your account, and subject to any applicable state or federal laws and regulations the transaction limitations in this Agreement, including the Truth in Savings Disclosure and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union.

Rate and Annual Percentage Yield ("APY"). Your Share Savings Accounts will earn what are known as dividends. Dividends are like interest, except that the rate of dividends is set by the Credit Union's Board of Directors (the "Board") from time to time, and dividends are not guaranteed. The Credit Union estimates a prospective dividend rate and corresponding annual percentage yield (APY) on your Share Savings Accounts for each dividend period. The dividend rate and APY may change every calendar quarter as determined by the Credit Union. This is a variable rate account. The Credit Union's current dividend rates will be available each business day at our office. The words "dividend" (or "dividends") and "interest" may be used interchangeably in this Agreement. Refer to our current Rate Schedule for our current dividend rates.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Compounding. We compound your dividends, even though that is not required by law**.** Compounding is more favorable to you, because once dividends have been earned by your account, they are added to the balance on which you will earn future dividends. Because we compound dividends, the Annual Percentage Yield (APY) on your account will be somewhat higher than the dividend rate, although for lower rates, the percentage figures shown on your disclosures and statements may be the same due to rounding. The Annual Percentage Yield (APY) will be posted along with the dividend rate.

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

Crediting Dividends. Dividends will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

Minimum Balance to Earn Dividends. You earn dividends on your Share Savings Accounts each day that your account balance is $5.00 or more. We reserve the right to adjust minimum deposit balance requirements from time to time.

How Withdrawals Affect Dividends. Even though we do not credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Funds Availability. Funds from deposits you make into your Savings Account may not always be immediately available for withdrawal. You will be informed of availability at the time of deposit. Our general policy is to delay the availability of your check deposits until the fifth (5^{th}) business day after the business day of your deposit.

My Future Savings Accounts

(This account is for Members under the age of 18)

Deposits. You can make deposits in person or by mail. You can arrange to have deposits made directly to your My Future Savings Account by participating

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payers. If you have applied for and been given access to our Telephone Banking service or our Home Banking service, you can also transfer funds from one account to another. Deposits may also be made at a night depository at those Credit Union locations that have a night depository. Funds deposited to a night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count and verification by the Credit Union. If you are depositing coins into your My Future Savings Account, there will be no fee for your use of the coin machines located at any Credit Union branch location.

Minimum Balance: There is a $100.00 minimum deposit required to open a My Future Savings Account, and you must maintain a basic membership share of $5.00 on deposit in your Membership Share Savings Account to retain a My Future Savings Account.

Withdrawing Money from Your My Future Savings Accounts. As long as you have available funds in your account, and subject to any applicable state or federal laws and regulations the transaction limitations in this Agreement, including the Truth in Savings Disclosure and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. Withdrawals made prior to age 18 are subject to fees as provided in our Fee Schedule.

Rate and Annual Percentage Yield ("APY"). Your My Future Savings Account will earn what are known as dividends. Dividends are like interest, except that the rate of dividends is set by the Credit Union's Board of Directors (the "Board") from time to time, and dividends are not guaranteed. The Credit Union estimates a prospective dividend rate and corresponding annual percentage yield (APY) on your My Future Savings Accounts for each dividend period. The dividend rate and APY may change every calendar quarter as determined by the Credit Union. This is a variable rate account. The Credit Union's current dividend rates will be available each business day at our office. The words "dividend" (or "dividends") and "interest" may be used interchangeably in this Agreement. Refer to our current Rate Schedule for our current dividend rates applicable to your My Future Savings Account.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Compounding. We compound your dividends, even though that is not required by law**.** Compounding is more favorable to you, because once dividends have been earned by your account, they are added to the balance on which you will earn future dividends. Because we compound dividends, the Annual Percentage Yield (APY) on your account will be somewhat higher than the dividend rate, although for lower rates, the percentage figures shown on your disclosures and statements may be the same due to rounding. The Annual Percentage Yield (APY) will be posted along with the dividend rate.

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

Crediting Dividends. Dividends will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

Minimum Balance to Earn Dividends. There is no minimum balance required to earn dividends. We reserve the right to adjust minimum deposit balance requirements from time to time.

How Withdrawals Affect Dividends. Even though we do not credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Funds Availability. Funds from deposits you make into your My Future Savings Account may not always be immediately available for withdrawal. You will be informed of availability at the time of deposit. Our general policy is to delay the availability of your check deposits until the fifth (5^{th}) business day after the business day of your deposit.

Rewards. So long as your My Future Savings Account remains in good standing, the Credit Union will make an annual deposit of $50.00 into your My Future Savings Account on the first business day following your birthday month up to and including your 18^{th} birthday. The Credit Union reserves the right to change the rewards and other features of your My Future Savings Account at any time without notice, except where governing law requires such notice. We also specifically reserve the right to convert your My Future Savings Account to a Share Savings Account or other Savings Account governed solely by the terms of the Membership/Account Agreement when you attain the age of 18 or at any time, with proper notice.

My Future Savings Accounts

(This account is for Members 18-22 years of age)

Deposits. You can make deposits in person or by mail. You can arrange to have deposits made directly to your My Future Savings Account(s) by participating payers. If you have applied for and been given access to our Telephone Banking service or our Home Banking service, you can also transfer funds from one account to another. Deposits may also be made at a night depository at those Credit Union locations that have a night depository. Funds deposited to a night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count and verification by the Credit Union. If you are depositing coins into your My Future Savings Account, there will be no fee for your use of the coin machines located at any Credit Union branch location.

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Minimum Balance: There is a $100.00 minimum deposit required to open a My Future Savings Account, and you must maintain a basic membership share of $5.00 on deposit in your Membership Share Savings Account to retain a My Future Savings Account.

Withdrawing Money from Your My Future Savings Accounts. As long as you have available funds in your account, and subject to any applicable state or federal laws and regulations the transaction limitations in this Agreement, including the Truth in Savings Disclosure and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union.

Rate and Annual Percentage Yield ("APY"). Your My Future Savings Account will earn what are known as dividends. Dividends are like interest, except that the rate of dividends is set by the Credit Union's Board of Directors (the "Board") from time to time, and dividends are not guaranteed. The Credit Union estimates a prospective dividend rate and corresponding annual percentage yield (APY) on your My Future Savings Accounts for each dividend period. The dividend rate and APY may change every calendar quarter as determined by the Credit Union. This is a variable rate account. The Credit Union's current dividend rates will be available each business day at our office. The words "dividend" (or "dividends") and "interest" may be used interchangeably in this Agreement. Refer to our current Rate Schedule for our current dividend rates applicable to your My Future Savings Account.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Compounding. We compound your dividends, even though that is not required by law**.** Compounding is more favorable to you, because once dividends have been earned by your account, they are added to the balance on which you will earn future dividends. Because we compound dividends, the Annual Percentage Yield (APY) on your account will be somewhat higher than the dividend rate, although for lower rates, the percentage figures shown on your disclosures and statements may be the same due to rounding. The Annual Percentage Yield (APY) will be posted along with the dividend rate.

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

Crediting Dividends. Dividends will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

Minimum Balance to Earn Dividends. There is no minimum balance required to earn dividends. We reserve the right to adjust minimum deposit balance requirements from time to time.

How Withdrawals Affect Dividends. Even though we do not credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Funds Availability. Funds from deposits you make into your My Future Savings Account may not always be immediately available for withdrawal. You will be informed of availability at the time of deposit. Our general policy is to delay the availability of your check deposits until the fifth (5^{th}) business day after the business day of your deposit.

Rewards. So long as your My Future Savings account remains in good standing, you may be eligible to receive and/or participate in the following benefits: specialized student loan counseling offered by the Credit Union; financial literacy programs offered by the Credit Union; an interest rate discount on your first automobile loan; special youth credit card offerings; and/or receive a six-month enrollment in Benefits Plus. For Benefits Plus offering please refer to the Benefits Plus Terms and Conditions disclosure.

The Credit Union reserves the right to change the rewards and other features of your My Future Savings Account at any time without notice, except where governing law requires such notice. We also specifically reserve the right to convert your My Future Savings Account to a Share Savings Account or other Savings Account governed solely by the terms of the Membership/Account Agreement at any time, with proper notice.

Share Checking Account

Deposits. A Share Checking Account is established by you designating the appropriate option on the Membership Application and Agreement or, if it is established after your Membership Share Savings Account is opened, by completing an application to Add Checking Account. After you have established your Share Checking Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement and any other additional disclosures we provide you. There is no minimum deposit to open a Share Checking Account, however you must maintain a basic membership share of $5.00 on deposit in your Membership Share Savings Account to retain a Share Checking Account.

You can make deposits in person or by mail. You can also arrange to have deposits made directly to your Share Checking Account(s) by the participating payers. If you have an automated teller machine (ATM) card, you may also make a deposit through automated teller machines equipped to accept deposits. If you have applied for and been given access to our Telephone Banking service or our Home Banking service, you can also transfer funds from one account to another. Deposits may also be made at a night depository at those Credit Union locations that have a night depository. Funds deposited to a night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count by the Credit Union.

Withdrawing Money from Your Checking Account. As long as you have available funds in your Share Checking Account, and subject to any applicable

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state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from this account by any method approved by the Credit Union. If checks are not ordered through the Credit Union, the Credit Union may assess a fee whenever problems in clearing such checks in an automated fashion arise. When you order checks through the Credit Union, the Credit Union will charge your account for the cost of those checks, which will vary depending on the style ordered. You may select checks from the current styles available. You agree that we may refuse to pay a check you write if it is presented at our offices by a person (other than a bank, clearing house, or governmental unit) who is not a member unless the presenter pays us the Non-Member Check Cashing Fee set forth in our Fee Schedule; or if we cannot properly identify the presenter.

Rate and Annual Percentage Yield ("APY"). Your Share Checking Account will earn dividends at rates established by the Credit Union's Board from time to time. The Credit Union reviews the dividend rate it pays on your Share Checking Account each dividend period. Refer to the Rate Schedule for our current dividend rates. The dividend rate and APY may change every calendar quarter as determined by the Credit Union. This is a variable rate account. The applicable rates will be available each business day at our office.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Compounding. We compound your dividends, even though that is not required by law. Compounding is more favorable to you, because once dividends have been credited to your account; they are added to the balance on which you will earn future dividends. Because we compound dividends, the Annual Percentage Yield (APY) on your account will be somewhat higher than the dividend rate, although for lower rates, the percentage figures shown on your disclosures and statements may be the same due to rounding. The Annual Percentage Yield (APY) will be posted along with the dividend rate.

For this account type, the dividend period is the calendar quarter. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. Dividends will be compounded quarterly. The prospective dividend rate for each quarter will be determined during the last month of the previous quarter.

Crediting Dividends. Dividends will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive any accrued but unpaid dividends.

Minimum Balance to Earn Dividends. You earn dividends on your Share Checking Account each day. There is no minimum balance required to earn dividends. We reserve the right to adjust minimum balance required to earn dividends from time to time.

How Withdrawals Affect Dividends. Even though we do not credit your dividends to your account until the date specified above, we calculate dividends on a daily basis. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Second Chance Checking Account

Description. The Second Chance Checking Account is a non-dividend bearing checking account.

Deposits. A Second Chance Checking Account is established by you designating the appropriate option on the Membership Application and Agreement or, if it is established after your Membership Share Savings Account is opened, by completing an application to Add Checking Account. After you have established your Second Chance Checking Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement and any other additional disclosures we provide you. You can make deposits in person or by mail. You can also arrange to have deposits made directly to your Second Chance Checking Account(s) by participating payers. If you have an automated teller machine (ATM) card, you may also make a deposit through automated teller machines equipped to accept deposits. If you have applied for and been given access to our Telephone Banking service or our Home Banking service, you can also transfer funds from one account to another. Deposits may also be made at a night depository at those Credit Union locations that have a night depository. Funds deposited to a night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count by the Credit Union.

Minimum Balance: A $25.00 minimum deposit is required to open the Second Chance Checking Account, and you must maintain a basic membership share of $5.00 on deposit in your Membership Share Savings Account to retain a Second Chance Checking Account.

Withdrawing Money from Your Second Chance Checking Account. As long as you have available funds in your Second Chance Checking Account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from this account by any method approved by the Credit Union.

Rate and Annual Percentage Yield ("APY"). The Second Chance Checking Account does not earn dividends.

Monthly Qualification Requirements to Maintain Your Second Chance Checking Account. In order to retain your Second Chance Checking Account, the following transactions and activities must occur within your Second Chance Checking Account during each monthly statement cycle:

- A direct deposit of at least $400.00 must post to your Second Chance Checking Account

Fees. There is a monthly fee to maintain a Second Chance Checking Account. Please refer to our Fee Schedule for the fees associated with the Second Chance Checking Account.

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Give Back Checking Account

Description. The Give Back Checking Account is a free, non-dividend bearing checking account with no minimum balance required that rewards you with cash back and nationwide ATM fee reimbursement when you meet certain minimum qualifications during the account's monthly qualification cycle. No minimum deposit is required to open the Give Back Checking Account. The Give Back Checking Account is intended to be used as your primary checking account in which payroll transactions and day-to-day spending activities are posted and settled. The Give Back Checking Account may not to be used for commercial purposes. There is a limit of one (1) Give Back Checking Account per social security number.

Deposits. A Give Back Checking Account is established by you designating the appropriate option on the Membership Application and Agreement or, if it is established after your Membership Share Savings Account is opened, by completing an application to Add Checking Account. After you have established your Give Back Checking Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement and any other additional disclosures we provide you. You can make deposits in person or by mail. You can also arrange to have deposits made directly to your Give Back Checking Account(s) by participating payers. If you have an automated teller machine (ATM) card, you may also make a deposit through automated teller machines equipped to accept deposits. If you have applied for and been given access to our Telephone Banking service or our Home Banking service, you can also transfer funds from one account to another. Deposits may also be made at a night depository at those Credit Union locations that have a night depository. Funds deposited to a night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count by the Credit Union.

Minimum Balance: There is no minimum deposit required to open the Give Back Checking Account; however, you must maintain a basic membership share of $5.00 on deposit in your Membership Share Savings Account to retain a Give Back Checking Account.

Withdrawing Money from Your Give Back Checking Account. As long as you have available funds in your Give Back Checking Account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from this account by any method approved by the Credit Union. If checks are not ordered through the Credit Union, the Credit Union may assess a fee whenever problems in clearing such checks in an automated fashion arise. When you order checks through the Credit Union, the Credit Union will charge your account for the cost of those checks, which will vary depending on the style ordered. You may select checks from the current styles available. You agree that we may refuse to pay a check you write if it is presented at our offices by a person (other than a bank, clearing house, or governmental unit) who is not a member unless the presenter pays us the Non-Member Check Cashing Fee set forth in our Fee Schedule.

Rate and Annual Percentage Yield ("APY"). The Give Back Checking Account does not earn dividends.

Monthly Qualification Requirements to Earn Rewards. In order to earn rewards, you must complete certain transactions and activities during each monthly qualification cycle. Each "monthly qualification cycle" begins on the first day of each calendar month and ends on the last day of each calendar month. In order to earn rewards, all of the following transactions and activities must occur within your Give Back Checking Account during each monthly qualification cycle:

- At least fifteen (15) debit card signature and/or PIN purchases post and settle to your Give Back Checking Account
- You must be enrolled in and receive electronic statements
- Account transactions and activities may take one or more business days to post and settle. If a transaction is pending, it will count for the monthly qualification cycle in which it actually posts and settles. Note that the following activities do **not** count toward earning account rewards:

    - ATM-processed transactions
    - Transfers between accounts
    - Debit card purchases processed by merchants and received by DMCU as ATM transactions
    - Non-retail payment transactions
    - Purchases made with debit cards not issued by DMCU

Rewards. When the monthly qualifications are met, you will receive $10.00 cash back during each monthly qualification cycle in which you qualify. Rewards will be paid to you through deposits to your Give Back Checking Account on the first day of the following monthly qualification cycle.

When monthly qualifications are not met, no cash back payments will be made. If your Give Back Checking Account is closed before the end of a monthly qualification cycle, you will not receive rewards.
The Credit Union specifically reserves the right to determine if the Give Back Checking Account is being maintained for a purpose other than non-commercial, day-to-day, primary use. If at any time the Give Back Checking Account reflects transactions being made in a calculated and/or limited fashion designed to meet the monthly qualification requirements, the Credit Union may convert your Give Back Checking Account to a Share Checking Account.

The Credit Union further reserves the right to change the rewards and other features of the Give Back Checking Account at any time without notice, except where governing law requires such notice. We also specifically reserve the right to convert your Give Back Checking Account to a checking account governed solely by the terms of the Membership/Account Agreement at any time, with proper notice. If we exercise this right, your account will be governed solely by the Membership/Account Agreement and other documents referenced in that Agreement.

High Yield Checking Accounts

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Description. The High Yield Checking Account is a free dividend-bearing checking account that rewards you with higher dividends when certain qualifications are met during the account's monthly qualification cycle. The High Yield Checking Account is intended to be used as your primary checking account for payroll transactions and where day-to-day spending activities are posted and settled. The High Yield Checking Account may not to be used for commercial purposes. There is a limit of one (1) High Yield Checking Account per primary owner social security number.

Deposits. A High Yield Checking Account is established by you designating the appropriate option on the Membership Application and Agreement or, if it is established after your Membership Share Savings Account is opened, by completing an application to Add Checking Account. After you have established your High Yield Checking Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement and any other additional disclosures we provide you. You can make deposits in person or by mail. You can also arrange to have deposits made directly to your High Yield Checking Account by participating payers. If you have an automated teller machine (ATM) card, you may also make a deposit through automated teller machines equipped to accept deposits. If you have applied for and been given access to our Telephone Banking service or our Home Banking service, you can also transfer funds from one account to another. Deposits may also be made at a night depository at those Credit Union locations that have a night depository. Funds deposited to a night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count by the Credit Union.

Rate and Annual Percentage Yield ("APY"). Your High Yield Checking Account will earn increased dividends when monthly qualification requirements are met at rates established by the Credit Union's Board from time to time. The Credit Union reviews the dividend rates it pays on your High Yield Checking Account each dividend period. Refer to the Rate Schedule for the current dividend rates. The dividend rates and APY may change every calendar month as determined by the Credit Union. This is a tiered rate, variable rate account.

Minimum Balance: There is no minimum deposit required to open the High Yield Checking Account however you must maintain a basic membership share of $5.00 on deposit in your Membership Share Savings Account to retain a High Yield Checking Account. You must meet monthly qualification requirements to earn increased dividends (see the "Monthly Qualification Requirements to Earn Increased Dividends" section below).

Withdrawing Money from Your High Yield Checking Account. As long as you have available funds in your High Yield Checking Account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from this account by any method approved by the Credit Union. If checks are not ordered through the Credit Union, the Credit Union may assess a fee whenever problems in clearing such checks in an automated fashion arise. When you order checks through the Credit Union, the Credit Union will charge your account for the cost of those checks, which will vary depending on the style ordered. You may select checks from the current styles available. You agree that we may refuse to pay a check you write if it is presented at our offices by a person (other than a bank, clearing house, or governmental unit) who is not a member unless the presenter pays us the Non-Member Check Cashing Fee set forth in our Fee Schedule.

Monthly Qualification Requirements to Earn Increased Dividends. When you meet all of the monthly qualification requirements during the monthly qualification cycle, a high yield APY will apply to account balances of $7,500.00 or less and a lower APY will apply to balances of $7,500.01 or more. Where monthly qualification requirements are not met in a monthly qualification cycle, your account will earn the lower APY for the entire balance in the account. If you close your account before dividends are paid, you may not receive the accrued dividends.

Each "monthly qualification cycle" begins on the first day of each calendar month and ends on the last day of each calendar month. To earn increased dividends, all of the following must occur within your High Yield Checking Account during each monthly qualification cycle:

- You must be enrolled in and receive electronic statements (estatements).
- You must perform at least fifteen (15) Diversified Members Credit Union Debit Mastercard® signature and/or PIN-based transactions that post and settle to your High Yield Checking Account. Account transactions and activities may take one or more business days to post and settle. Transactions that are pending on your account and have not posted as of the end of the monthly qualification cycle will not count as a qualifying transaction for that cycle.
- You must also have a minimum direct deposit of $500 per month.

Note that the following activities do **not** count toward meeting monthly qualification requirements:

- ATM-processed transactions
- Transfers between accounts
- Debit card purchases processed by merchants and received by DMCU as ATM transactions
- Non-retail payment transactions
- Purchases made with debit cards not issued by DMCU

Average daily balance computation method: Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

Compounding. We compound your dividends, even though that is not required by law**.** Compounding is more favorable to you, because once dividends have been earned by your account, they are added to the balance on which you will earn future dividends. Because we compound dividends, the APY on

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your account will be somewhat higher than the dividend rate, although for lower rates, the percentage figures shown on your disclosures and statements may be the same due to rounding. The APY will be posted along with the dividend rate.

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

Crediting Dividends. Dividends will be credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. No dividends are paid if the qualifications are not met. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

How Withdrawals Affect Dividends. Even though we do not credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Terms Applicable to All Checking Accounts

Funds Availability. Funds from deposits you make into your Checking Account may not always be immediately available for withdrawal. Information about our funds availability policy is provided to you in the "Funds Availability Disclosure" included further below in this Agreement.

Payment of Checks. The Credit Union is under no obligation to pay a check that is more than 6 months old. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check. All checks drawn on your Checking Account may be returned by us unpaid for any reason that checks are normally returned, for example, insufficient funds, uncollected funds, or litigation. We may disregard any information on any check other than the signature of the drawer, the amount, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

Postdated and Stale Dated Checks. We may pay any check without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon it. The notice must accurately describe the check, including the exact number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. We are not responsible if you give us an incorrect or incomplete description or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. The Fee for a Notice of Postdating is the same as the fee for a Stop Payment Order; please refer to our Fee Schedule for the amount of the fee. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay a check drawn on your account that is presented more than six (6) months past its date.

Remotely Created Checks. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third-party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone or through online communication. The account owner does not sign a remotely created check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you wish to stop payment of a remotely created check, we may require you to close your account.

Your Liability for Overdrafts. PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS "YOUR LIABILITY FOR OVERDRAFTS" SECTION, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (313) 568-5000, OR VISIT YOUR LOCAL BRANCH.

A. General.

1. **What Does it Mean to Overdraw Your Account?** "Overdrawing" your account means that there are not sufficient available funds (as described in Section B below) in your account to pay for a transaction, resulting in a negative or "overdrawn" balance. Some transactions that can result in an overdraft in your account include, but are not limited to:

    - the payment of checks, electronic fund transfers, telephone-initiated transactions, preauthorized payments under our Bill Payment Service, debit card transactions, or other withdrawal requests authorized by you.
    - the return (unpaid) of items deposited by you.
    - the assessment of service charges and/or fees by us; or
    - the deposit of items that are treated as not yet "available" according to our Funds Availability Policy.

2. **What Happens if the Credit Union Refuses to Pay the Item?** If you overdraw your account, we may return the item unpaid, commonly known as a return for "non-sufficient funds" or "NSF." It is important to understand that the Credit Union has no control over how many times an intended payee will resubmit an item to us for payment. When we return an item unpaid, we will assess you an NSF Fee each time the item is presented to us for payment. There is no limit on the number of NSF Fees we may assess against your account. NSF items are described in more detail in Section D.

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3. **What Happens if the Credit Union Pays the Item?** If you overdraw your account and we pay the item, we may do so in one of two ways:

    - through standard overdraft practices that come with your account which we call "Courtesy Pay".
    - through an overdraft protection plan, which we call "Overdraft Transfer Service"

You can elect to decline either of these services at any time, which may result in your transactions being declined for non-sufficient funds if the Available Balance in your account is insufficient to pay for your transaction.

The Credit Union also offers an overdraft line of credit for qualifying members. This Overdraft Policy describes only our Courtesy Pay and Overdraft Transfer Services. If you have questions regarding applying for an overdraft line of credit, please contact the Credit Union for additional information.

4. **Your Obligation to Keep Records of Your Transactions.** While we provide Courtesy Pay and the Overdraft Transfer Service for your convenience and as a way to help you avoid overdrafts, NSF transactions, and associated fees, you are responsible for keeping track of the funds in your account that are available for you to use before you write a check, preauthorize a payment under our Bill Payment service, authorize an ACH transaction, make a cash withdrawal at an ATM, or use your debit card for a transaction. Among other things, you should keep a running balance that reflects all of your transactions.

It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments), as your Available Balance (discussed in more detail below) may not reflect these transactions until they are paid from your account.

B. Your Available Balance.

1. **Actual Balance Versus Available Balance.** Your checking account has two kinds of balances: the "Actual Balance" and the "Available Balance." Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important to understand how these two balances work so that you know how much money is **available to you** in your account at any given time. This section explains Actual and Available Balances and how they work.

2. **Your "Actual Balance."** Your "Actual Balance" is the amount of money that is actually in your account at any given time, but not all funds included in the Actual Balance are considered "available" for transactions on your account. The Actual Balance is also sometimes referred to as your "Ledger balance." Your Actual Balance reflects transactions that have posted to your account, but it does not reflect transactions that have been authorized and are pending or deposits that may be on hold. While the term "actual" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case because any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear in your Actual Balance. For example:

    - assume you have a $50 Actual Balance, but you just wrote a check for $40, then your Actual Balance is $50 but it does not reflect the pending check transaction. Though your Actual Balance is $50, you have already spent $40, therefore your Available Balance is $10.

3. **Your "Available Balance."** Your Available Balance is the amount of money in your account that is available to you to use without incurring a fee. The Available Balance considers factors such as holds placed on deposits and pending transactions, like pending debit card purchases, that the Credit Union has *authorized*, but that have not yet *posted or settled* to your account. For example:

    - assume you have an Actual Balance of $50. If you were to use your debit card at a restaurant to buy lunch for $20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). If the merchant requests preauthorization in the amount of $20, we will place a "hold" on your account for $20 (referred to as an "authorization hold"). Your Actual Balance will still be $50 because this transaction has not yet posted, but your Available Balance will be $30 because of the restaurant's $20 preauthorization request. When the merchant submits its bill for payment (which could be days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and your Actual Balance will be reduced by the amount of the posted transaction.

4. **Your Available Balance and Non-Debit Card Transactions.** For electronic funds transfers (ACH), checks, bill payments, and any other non-debit card transactions, we use your *Available Balance* at the time a transaction *posts* to determine whether your account is overdrawn and whether a fee will be assessed. For information on how your Available Balance works with respect to debit card transactions, please see Section C below.

C. Authorization Holds for Debit Card Transactions.

1. **What is an Authorization Hold?** When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your Available Balance as authorization requests are received by us throughout each day.

2. **How Does an Authorization Hold Affect Your Available Balance?** Until the transaction finally settles, or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. We have no control over when a merchant may present an item for payment. Merchant payment requests are received in real time

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throughout the day and are posted to your account as they are received.

3. **The Amount of an Authorization Hold May Differ from the Amount of the Actual Transaction.** The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is authorized before your actual transaction amount is known, such as at a restaurant (where you may choose to add a tip to the transaction amount) or a gas station. For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your Available Balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

4. **Length of an Authorization Hold.** We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your Available Balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. This may cause an overdraft to your account, which may also result in a fee.

   In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account, which will decrease your Available Balance. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up thirty (30) business days for certain transactions).

5. **Your Available Balance and Debit Card Transactions**. Everyday debit card transactions are processed against your account at two different times: first, when the transaction is ***authorized,*** and again when the transaction actually ***settles*** to your account, usually days later. This delay between the time a particular transaction is authorized and when it actually settles to your account is solely within the control of the merchant and its processor. The Credit Union has no control with respect to the time period that elapses between the time a merchant seeks authorization and finally submits the transaction for settlement.

   For debit card transactions, we use your *Available Balance* at the time a transaction is authorized and your *Actual Balance* when the transaction settles to your account to determine if each specific transaction will overdraw your account and whether a fee will be assessed. It is important to remember that your Available Balance may not reflect all of your transactions.

   When the Credit Union authorizes an everyday debit transaction, the amount of the transaction is subject to a preauthorization hold. This means that the amount of the transaction is subtracted from your Actual Balance. It is important to understand that even if you have sufficient available funds in your account at the time the transaction is authorized, it is possible that the settlement of the transaction may result in an overdraft to your account and could incur a fee. The two most common scenarios are as follows:

   a. **Example 1: Purchase transactions where the final amount is initially unknown**. The most common examples of a purchase transaction where the final amount is initially unknown are gas station purchases, restaurant charges, and hotel reservations. In such cases the transaction will be communicated to the Credit Union for authorization in one amount, but when the transaction actually settles your Account, it does so for a greater amount. For example, if you use your debit card to pay at the pump for a gasoline purchase, you typically must utilize your debit card before operating the pump. The Credit Union may receive an authorization request in the amount of $15.00. At the time of the authorization request, both the Available Balance and the Actual Balance in your account is $30.00. Because your Available Balance is sufficient to cover the preauthorization request, the Credit Union approves the authorization request, and the Available Balance in your account is reduced to $15.00, while your Actual Balance remains at $30.00. You proceed with the transaction, and purchase gasoline totaling $40.00. When that transaction actually settles to your Account in the amount of $40.00 as opposed to the $15.00 that was authorized, the Actual Balance in your Account is not sufficient to cover the settlement of the preauthorized transaction. Accordingly, the Credit Union's payment of the preauthorized transaction results in an overdraft, and you will incur a fee (assuming you have opted into the Credit Union's payment of overdrafts for everyday debit transactions).

   b. **Example 2: Purchase transactions where intervening items paid between authorization and settlement result in the over drafting of your Account**. Assume the same gas station scenario as described in Example 1, except that you purchase gasoline totaling just $15.00, so the authorized amount of the transaction is the same as the settlement amount of the transaction. However, between the day the transaction was authorized and the day the transaction settles to your account, a check you wrote in the amount of $35.00 is presented for payment. The Available Balance in your account at the time of presentment is $15.00, and the Ledger Balance in your account is $30.00, but the Credit Union pays the item in accordance with its Courtesy Pay service, resulting in a negative Available Balance and a negative Ledger Balance. When the $15.00 gas station transaction actually settles to your account, the Ledger Balance in your account is not sufficient to cover the settlement of the preauthorized transaction, even though the settlement amount of the transaction is the same as the preauthorized amount of the transaction. Accordingly, the Credit Union's payment of the preauthorized transaction results in an additional overdraft, and you will incur a fee (assuming you have opted into the Credit Union's payment of overdrafts for everyday debit transactions).

For debit card transactions involving merchant authorization holds, we look at the Available Balance at the time a transaction is authorized and at the Ledger Balance at settlement to determine whether the transaction will result in an overdraft and a fee.

If your Available Balance is insufficient to pay the preauthorization amount requested by a merchant, and you have not opted into Courtesy Pay for payment of everyday debit transactions, we will decline the request.

If your Available Balance is sufficient to cover a merchant's authorization request, the authorization request will be approved, and an authorization hold will be

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placed on your account in the amount of the merchant's authorization request.

If your Available Balance is insufficient to cover a merchant's authorization request, and you have opted into Courtesy Pay for everyday debit transactions, we may choose to approve the authorization request. If we choose to authorize the transaction using Courtesy Pay, we will charge a Courtesy Pay Fee on that transaction when it settles, only if your Ledger Balance at settlement is insufficient to cover the transaction. If your Ledger Balance is sufficient to cover the transaction at settlement, we will not charge a Courtesy Pay Fee, even though your Available Balance was insufficient to cover that transaction at the time it was authorized.

Note that transactions authorized with a merchant as recurring debit card transactions may be covered by Courtesy Pay regardless of whether you have opted into Courtesy Pay for the payment of everyday debit card transactions. Please note that the merchant determines whether a transaction is recurring. The Credit Union cannot change that determination.

D. Payment of Overdrafts

1. **The Credit Union Has No Obligation to Pay Your Overdrafts.** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for any costs of collection. We may close, without notice, any account with excessive overdraft activity, and report the account to a consumer reporting agency.

2. **Fees Associated with Overdrawing Your Account – Courtesy Pay Fees.** We assess a fee each time an item is presented for payment that we either pay, results in an overdraft, or which we decline to pay because payment of the item would result in an overdraft had we paid it. If we pay an item in accordance with Courtesy Pay, we will charge you a Courtesy Pay Fee up to a maximum of five (5) Courtesy Pay Fees per account per day.

3. **Fees Associated with Overdrawing Your Account – Overdraft Transfer Service.** There are fees associated with using our Overdraft Transfer Service. These fees may be less expensive than Courtesy Pay Fees or NSF Fees. If we pay an item in accordance with our Overdraft Transfer Service, we will charge you an Overdraft Transfer Fee. If you have elected **both** the Overdraft Transfer Service **and** Courtesy Pay, there are circumstances wherein you will be charged **both** an Overdraft Transfer Fee **and** a Courtesy Pay Fee. These circumstances are discussed in greater detail in Section F. There is no limit to the total fees we can charge you for over drafting your account.

4. **Fees Associated with Overdrawing Your Account – NSF Fees**. If we do not pay an item, we will return the item and charge you an NSF Fee **each time an item is presented for payment,** and we return it unpaid due to an insufficient Available Balance. We have no control over the number of times an intended payee may resubmit the same item to us for payment. There is no limit on the total fees we can charge you for overdrawing your account.

5. **Fee Schedule.** Please refer to the Fee Schedule for a current listing of all fees associated with overdrawing your account.

6. **YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT AVAILABLE FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE**. This is because your Available Balance may not reflect all of the outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. For example, you may have written a check that is still outstanding because it has not been submitted for payment by the payee. That check will not be reflected in your Available Balance until it is presented to us and paid from your account.

In addition, your Available Balance may not reflect all of your debit card transactions. We have no control over when a merchant submits an item for payment. For example, if a merchant obtains our prior authorization but does not submit an everyday debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions including, but not limited to, international transactions), we are required to release the authorization hold on the transaction. Your Available Balance will not reflect this transaction once the hold has been released. Please refer to Section C titled "Authorization Holds for Debit Card Transactions" for information about how authorization holds affect your Available Balance.

Finally, your Available Balance may not reflect the most recent deposits to your account. Please refer to the Funds Availability Disclosure for information regarding the availability of your deposits for withdrawal.

E. How Transactions Are Posted to Your Account.

There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when we post transactions to your account.

When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what are referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (checks, ACH transactions, or ATM/POS transactions). It is common for each of these presentment files to contain multiple items to be processed against your particular account. When multiple items are received at the same time, the items will be paid as follows:

- Checks are paid in the order received.
- ACH items in each presentment file post credits first in the order presented, then debits in the order presented (we typically receive up to four ACH

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presentment files per day)
- ATM/POS items are paid in the order they are presented.
- Transactions performed in person, such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed.

The order in which items are paid is important if your account does not contain sufficient available funds to pay all of the items that are presented. If an item is presented for payment and your Available Balance is insufficient to pay it, we may, at our discretion, automatically transfer available funds from your designated account pursuant to the Overdraft Transfer Service, pay the item pursuant to Courtesy Pay, or return the item (NSF).

Please understand that the above information is only a general description of how certain types of transactions are posted. These practices may change, and the Credit Union specifically reserves the right to pay items in any order, as permitted by law.

F. Optional Overdraft Protection Plan -Overdraft Transfer Service.

1. **Overdraft Transfer Service.** We offer an optional overdraft protection plan that we refer to as our "Overdraft Transfer Service" where funds from a linked savings account are used for overdraft protection. We will look first to this service for overdraft protection before applying our discretionary Courtesy Pay Overdraft Service when your account is overdrawn. The Overdraft Transfer Service may save you money on the total fees you pay us for overdraft protection.

With this service, you authorize us to make transfers of available funds automatically from your regular savings account, plus the overdraft transfer fees, to cover overdrafts in your checking account. The Overdraft Transfer Service is an optional feature that can be added to your eligible checking accounts upon your request. To request or terminate the Overdraft Transfer Service: (1) call us at (313) 568-5000; (2) visit any branch and speak with a Representative; or (3) mail a request to us at DMCU, 1480 E. Jefferson Avenue, Detroit, MI 48207.

Overdrafts paid pursuant to the Overdraft Transfer Service are subject to a per-item Overdraft Transfer Fee as set forth in the Fee Schedule.

If you decline or terminate the Overdraft Transfer Service and are not eligible for Courtesy Pay, and there are insufficient available funds in your checking account to pay an item, your item will not be paid unless it was a previously authorized everyday debit card transaction. The items will be returned, and an NSF fee will be charged **each time an item is presented for payment and returned unpaid due to an insufficient Available Balance**. It is important to remember that we have no control over how many times an intended payee may present the same item for payment. Multiple presentments of the same item will result in multiple fees. Transfers will appear on your periodic statements for each applicable account.

2. **Limits on Overdraft Transfer Service.** We will not transfer more than the available account balance in a designated linked account if the amount of the overdraft and related fee(s) exceed the available amount. If the Available Balance in a designated linked account is not enough to pay the full amount of the transaction(s) you have initiated on any day plus the Overdraft Transfer Fee(s), we will transfer up to the Available Balance to pay one or more transactions, plus the applicable fee for each item. Any transactions that are not paid by the transfer will either be paid through our Courtesy Pay Service or returned, and Overdraft Transfer Fees, Courtesy Pay Fees, and/or NSF Fees, as applicable, will be assessed.

The following example illustrates how this works if you have elected **both** Overdraft Transfer Service and Courtesy Pay Overdraft Service:

> Assume your Ledger and Available Balances in your checking account are both $50, and your Available Balance in your savings account is $10. You write a check for $80. When the check is presented for payment because you do not have $80 available in your checking account or regular savings account, the item cannot be fully paid using the Overdraft Transfer Service from the regular savings account. However, if you have also elected Courtesy Pay, we may elect to transfer the $10 in your linked savings account and pay the remaining portion of the item using Courtesy Pay. In such case, you will be assessed **both** an Overdraft Transfer Fee **and** a Courtesy Pay Fee.
>
> However, because Courtesy Pay is a discretionary service, we may instead elect to decline to pay the transaction. If we decline to pay the transaction, we will not transfer any funds from your linked savings account, we will decline the transaction, and we will assess you an NSF Fee **each time** the item is presented for payment. It is important to remember that we have no control over how many times an intended payee may present the same item for payment. Multiple presentments of the same item will result in multiple fees.

3. **We May Return Items Unpaid.** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid and charge a related NSF Fee as stated in our Fee Schedule. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related NSF Fee **each time** that same transaction is returned unpaid.

4. **Termination of Overdraft Transfer Service.** We may terminate the Overdraft Transfer Service at any time with or without notice to you. Any owner of the checking account or any owner of a linked regular savings account used for overdraft protection may decline the Overdraft

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Transfer Service. To terminate the Overdraft Transfer Service: (1) call us at (313) 568-5000; (2) visit any branch and speak with a Representative; or (3) mail notice of your decision to decline the Overdraft Transfer Service to us at DMCU, 1480 E. Jefferson Avenue, Detroit, MI 48207. Your election to decline will be effective after we have received notice and have had a reasonable time to act on it.

G. Courtesy Pay Overdraft Service.

1. **Courtesy Pay**. In accordance with our commitment to provide valued service and benefits, we may, if you qualify, at our discretion, pay overdrafts that would cause your eligible checking account to have a negative balance up to the amount of your limit, which is determined by us in our sole and absolute discretion. Courtesy Pay is different than the Overdraft Transfer Service. Courtesy Pay is a backup to the Overdraft Transfer Service, which will be activated if funds are not available from the Overdraft Transfer Service.

2. **What Overdraft Transactions are Covered?** Courtesy Pay is available for the payment of checks, preauthorized payments under our Bill Payment Service, ACH drafts, and recurring debit transactions. Courtesy Pay is also available for ATM and everyday debit card transactions, if you opt-in, as described in the next section below.

3. **Optional Overdraft Transactions**. The following types of transactions require you to "opt in" (in other words, you must provide us with your affirmative consent) if you would like to include them in Courtesy Pay. Choosing not to opt in may result in these transactions being declined:

    - ATM transactions
    - Everyday Debit Card transactions

We do not require you to authorize Courtesy Pay for your ATM and everyday debit card transactions as a condition of us providing Courtesy Pay to you for your checks, ACH transactions or other transactions. If you want the Credit Union to authorize and pay overdrafts for ATM and everyday debit card transactions through Courtesy Pay, you must provide us with your consent by: (1) calling us at (313) 568-5000; (2) visiting any branch and speaking with a Representative; or (3) mailing notice of your decision to opt in to Courtesy Pay for everyday debit card transactions to us at 1480 E. Jefferson Avenue, Detroit, MI 48207. Your election to "opt-in" will be effective after we have received notice and have a reasonable time to act on it.

4. **Eligibility for Courtesy Pay.** Courtesy Pay is not a credit product. It is a feature that is automatically included with eligible checking accounts, provided you elect Courtesy Pay and meet eligibility requirements. Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. Courtesy Pay may be available for consumer checking accounts for which the primary checking account owner is 18 years of age or older and has been a member for at least 90 days. Courtesy Pay is not available for fiduciary or business accounts. We reserve the right to limit Courtesy Pay to one (1) account per household or member. We may suspend or permanently revoke Courtesy Pay from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:

    - You do not maintain a direct deposit to your covered checking account totaling at least $500 per month.
    - You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period.
    - Your membership is not in good standing.
    - You are more than thirty (30) days past due or are in default in any other respect on any loan or other obligation to us.
    - You have an outstanding balance due on an overdraft repayment plan.
    - Your primary savings account does not have a positive balance.
    - Your checking account is subject to any legal or administrative orders or levies.
    - You have insufficient credit or negative credit history.
    - You are a party to a bankruptcy proceeding.
    - Any or all of your account(s) with us are being reviewed for improper activity or transactions.
    - Your checking account is classified as inactive.
    - You use the Service to pay items written to check cashing agencies.
    - You have an unresolved prior loss with us; or
    - We believe you are not managing your checking account in a responsible manner which may harm you or us.

5. **Courtesy Pay is a Discretionary Privilege.** It is important to remember that Courtesy Pay is a purely discretionary benefit offered by the Credit Union. If at any time we determine that your account is no longer eligible for Courtesy Pay for any reason, we can discontinue it immediately without notice to you. Any payment made by us under Courtesy Pay will be made on a case-by-case basis, in our sole and absolute discretion. Courtesy Pay does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. Courtesy Pay is a privilege that the Credit Union provides from time to time, and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason, or cause.

6. **How Courtesy Pay is Administered**. If you elect and are eligible for Courtesy Pay, we will generally pay your overdraft items up to a maximum amount determined by the Credit Union in its sole discretion, including fees. We are not required to notify you of any nonsufficient fund's checks, ACH items, or other transactions that may have been paid or returned. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

7. **When is the Overdraft Payment Due?** The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.

8. **Courtesy Pay Fees.** A Courtesy Pay Fee will be charged to your checking account, in accordance with our Fee Schedule, for each overdraft

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that is authorized and paid through the Service. This means that more than one Courtesy Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through Courtesy Pay. You understand that your Courtesy Pay Limit will be reduced by the amount of each overdraft paid by us through Courtesy Pay and the amount of the related Courtesy Pay Fee imposed until such amounts are repaid by you as set forth herein at which time, we may replenish your Courtesy Pay Limit by the amount of the repayment. If we choose not to pay the item/transaction under Courtesy Pay, you are subject to a Non-Sufficient Funds (NSF) Fee in accordance with our Fee Schedule for each such item each time it is presented for payment and returned unpaid due to an insufficient Available Balance. Your periodic statement will itemize Courtesy Pay Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.

9. **Transfers to Cover Overdrafts.** You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding IRAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.

10. **Right of Setoff.** In addition to any other rights that we may have, you agree that any deposits, future deposits, or other credits to any account in which you may now or in the future may have an interest are subject to our right of setoff for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless you decline Courtesy Pay (see below), you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law. Each person who causes an overdraft, which is paid by us, agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of Courtesy Pay.

11. **Default.** You will be in default under the terms of Courtesy Pay if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend overdraft privileges, terminate Courtesy Pay, or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees, and court costs that we may incur as a result of your default.

12. **Termination; Suspension.** We may terminate or suspend Courtesy Pay at any time without prior notice. In no event will any termination relieve you of your obligation to repay any negative account balance, overdraft fees, collection costs and attorneys' fees, if any. We can delay enforcing any of our rights without losing them.

13. **Your Right to Decline or Cancel Courtesy Pay. Any owner of the checking account may cancel the service.** If you wish to cancel the Service after enrollment, visit us in a branch, contact us at (313) 568-5000, or write to us at 1480 E. Jefferson Avenue, Detroit, MI 48207, and include your name, member number and a statement that you wish to cancel the Credit Union's Courtesy Pay Service, along with your signature and we will remove the Service from your checking account. If you cancel the Service, you will still be charged an NSF Fee for each item returned each time an item is presented for payment and returned unpaid due to an insufficient Available Balance.

14. **Optional Overdraft Protection Plans.** As discussed in more detail above, we also offer the optional Overdraft Transfer Service which links your checking account to a savings account, as well as other overdraft sources and may be less expensive than Courtesy Pay. To learn more, please ask us about these plans.

THE BEST WAY TO KNOW HOW MUCH MONEY YOU HAVE AND AVOID PAYING OVERDRAFT FEES IS TO RECORD AND TRACK ALL OF YOUR TRANSACTIONS CLOSELY. PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (313) 568-5000 OR VISIT YOUR LOCAL BRANCH.

Truncated Checks; Statements. Your canceled checks (the checks drawn against your account that we honor) will not be returned to you, they will become Credit Union property and be held by us ("truncated") for you. They also may be truncated earlier in the check clearing process, such as by the bank into which the payee deposits them. This may be done either pursuant to a contractual electronic presentment process or under a federal law commonly referred to as "Check 21." Your monthly statement will itemize your canceled checks by number, date of clearing and the amount of the check. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union within sixty (60) days after the statement is mailed. A copy of any check will be available to you as required by law. There may be a small fee to obtain a copy of a check (see the Fee Schedule for a list of fees)**.** When a copy of a check is requested, the Credit Union may provide it to you in the form of a "substitute check" as prescribed in the "Check 21" law. Upon issuance, the Credit Union will provide you with a disclosure regarding your rights regarding substitute checks and how you may make a claim for a refund for losses related to a substitute check.

Order of Payments. Checks and other transactions 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 items, and execute other transactions on your account in any order we choose. The order in which we process checks and other transactions on your account may affect the total amount of overdraft fees that may be charged to your account if there are insufficient available funds in your account to pay all of the transactions.

H. Stop Payments.

Stop Payment Order Request. You may request a stop payment order on any check drawn on your account. To be binding, an order must be dated, signed within 14 days, and describe the account and check number and the exact amount. The stop payment order will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check.

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If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check, and to assist us in any legal action.

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

Liability. Fees for stop payment orders are set forth on the Fee Schedule. You generally may NOT stop payment on any certified check, teller's check, or any other check or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to (1) our refusing payment of an item, including claims of any multiple party, account owner, payee, or endorser or (2) our failing to stop payment of an item because of incorrect or untimely information provided by you.

Payment of Checks after Death. The Credit Union may, after the date of your death, pay checks drawn before death unless ordered to stop payment by the Personal Representative or other appropriate person claiming an interest in the account.

Christmas Club Accounts

Establishing Account and Rate. A Christmas Club Account may be established by you designating the appropriate option on the Membership Card and making a deposit or, if it is established after your Membership Share Savings Account is opened, by completing an application to Add Christmas Club Account. Refer to the Rate Schedule for current dividend rates and APY. You may also call (313) 568-5000 for rate information. Withdrawals from this account will reduce earnings.

Deposits. After you have established your Christmas Club Account, you may make additional deposits into that account at any time and in any amount. We may establish minimum amounts for deposits in this Account from time to time.

Withdrawing Money from Your Christmas Club Account. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. Withdrawals are subject to fees as provided in our Fee Schedule.

Rate and Annual Percentage Yield ("APY"). Your Account will earn dividends, at a rate established by the Credit Union prior to the beginning of the annual November 1 to October 31 Christmas Club account period. The Credit Union reviews the dividend rate it pays on your Christmas Club Account prior to each such period. Refer to the Rate Schedule for our current rates. The dividend rate and APY may change every November 1 as determined by the Credit Union. This is a variable rate account. The current dividend rate will be available at our office.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Crediting Dividends. Even though your account earns dividends every day, dividends are not credited until the scheduled maturity or distribution date (October 31). Dividends are not available to you until they have been credited to your account. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive any accrued but unpaid dividends.

Minimum Balance to Earn Dividend. You earn dividends on your Christmas Club Account each day. There is no minimum balance required to earn dividends. We reserve the right to adjust minimum deposit balance requirements from time to time.

How Withdrawals Affect Dividends. Even though we do not credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Distribution of Accounts. In November of each year, the balance in your Christmas Club account will be transferred to your Membership Share Savings Account.

Vacation Club Accounts

Establishing Account and Rate. A Vacation Club Account may be established by you designating the appropriate option on the Membership Card and making a deposit or, if it is established after your Membership Share Savings Account is opened, by completing an application to Add Vacation Club Account. Refer to the Rate Schedule for current dividend rates and APY. You may also call (313) 568-5000 for rate information. Withdrawals from this account will reduce earnings.

Deposits. After you have established your Vacation Club Account, you may make additional deposits into that account at any time and in any amount. We may establish minimum amounts for deposits in this Account from time to time.

Withdrawing Money from Your Vacation Club Account. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. Withdrawals are subject to fees as provided in our Fee Schedule.

Rate and Annual Percentage Yield ("APY"). Your Account will earn dividends, at a rate established by the Credit Union. Refer to the Rate Schedule for our current rates. The dividend rate and APY may change without notice as determined by the Credit Union. This is a variable rate account. The current dividend rate will be available at our office.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the

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account each day.

Crediting Dividends. Dividends will be credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

Minimum Balance to Earn Dividend. You earn dividends on your Vacation Club Account each day. There is no minimum balance required to earn dividends. We reserve the right to adjust minimum deposit balance requirements from time to time.

How Withdrawals Affect Dividends. Even though we do not credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Distribution of Accounts. Members can withdraw twice from their vacation account in a calendar year without a fee. Upon the third withdraw members will be assessed a penalty fee. See rate and fee disclosures for more information.

Money Market Accounts

Deposits. A Money Market Account is established by you designating the appropriate option on the Membership Application and Agreement or, if it is established after your Membership Share Savings Account is opened, by completing an application to Add Account. After you have established your Money Market Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement and any other additional disclosures we provide you. We require an initial deposit of $2,500.00 for your Money Market Account, and you must maintain a basic membership share of $5.00 on deposit in your Membership Share Savings Account to retain a Money Market Account.

You can make deposits in person or by mail. You can also arrange to have deposits made directly to your Money Market Account(s) by participating payers. If you have applied for and been given access to our Telephone Banking service or our Home Banking service, you can also transfer funds from one account to another. Deposits may also be made at a night depository at those Credit Union locations that have a night depository. Funds deposited to a night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count and verification by the Credit Union.

Withdrawing Money from Your Money Market Accounts. As long as you have available funds in your account, and subject to any applicable state or federal laws and regulations the transaction limitations in this Agreement, including the Truth in Savings Disclosure and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union.

Rate and Annual Percentage Yield ("APY"). Your Money Market Account will earn what are known as dividends. Dividends are like interest, except that the rate of dividends is set by the Credit Union's Board of Directors (the "Board") from time to time, and dividends are not guaranteed. The Credit Union estimates a prospective dividend rate and corresponding annual percentage yield (APY) on your Money Market Account for each dividend period.

This is a tiered-rate variable rate account. If your average daily balance is between $2,500.00 and 24,999.99, the dividend rate paid on the entire balance will be the Tier 1 rate and APY shown in our Rate Schedule. If your average daily balance is between $25,000.00 and 49,999.99, the interest rate paid on the entire balance in your account will be the Tier 2 rate and APY shown in our Rate Schedule. If your average daily balance is between $50,000.00 and $99,999.99, the interest rate on the entire balance in your account will be the Tier 3 rate and APY shown in our Rate Schedule. If your average daily balance is $100,000.00 or more, the interest rate paid on the entire balance in your account will be the Tier 4 rate and APY shown in our Rate Schedule. The dividend rate and APY may change every calendar month as determined by the Credit Union. Refer to the Rate Schedule for current dividend rates and APY. You may also call (313) 568-5000 for rate information.

Average daily balance computation method: Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

Compounding. We compound your dividends, even though that is not required by law**.** Compounding is more favorable to you, because once dividends have been earned by your account, they are added to the balance on which you will earn future dividends. Because we compound dividends, the APY on your account will be somewhat higher than the dividend rate, although for lower rates, the percentage figures shown on your disclosures and statements may be the same due to rounding. The APY will be posted along with the dividend rate.

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

Crediting Dividends. Dividends will be credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. No dividends are paid if the average daily balance for the period is less than $2,500.00. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

Minimum Balance to Earn Dividends. You earn dividends on your Money Market Account each day that the average daily balance in your account is $2,500.00 or more. We reserve the right to adjust minimum deposit balance requirements from time to time.

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How Withdrawals Affect Dividends. Even though we do not credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Funds Availability. Funds from deposits you make into your Savings Account may not always be immediately available for withdrawal. You will be informed of availability at the time of deposit. Our general policy is to delay the availability of your check deposits until the fifth (5^{th}) business day after the business day of your deposit.

Transaction Limitations. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account or yours or to a third party by means of a preauthorized transaction or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to a fee as set forth in our Fee Schedule. In addition, we reserve the right to close your account for excessive violations of the transaction limitations on the account.

Individual Retirement Account

Establishing Account and Rate. An Individual Retirement Account (IRA) may be established by a member completing a separate IRA application form and making a contribution of $50.00 or more. These accounts are a special type of savings accounts and may provide tax benefits to the account owner. Only the individual designated as the Member on the IRA Application and Agreement may be an owner of an IRA. This Account cannot have joint owners. The dividend rate and Annual Percentage Yield for your IRA are variable and are subject to change quarterly. Refer to the Rate Schedule for current dividend rates and APY. You may also call (313) 568-5000 for rate information.

Minimum Balance Requirements; Deposits. An initial deposit of at least $50.00 is required to open an IRA. After you have established your IRA, you may make additional deposits into that account at any time. We may establish minimum amounts for deposits in these Accounts from time to time. Deposits are also subject to federal law limitations.

Withdrawing Money from Your IRA. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. Currently the only approved methods are an in-office transaction or a written request (such as by mail) meeting the credit union's requirements. Withdrawals from this account will reduce earnings. If you seek to make a withdrawal that will reduce your account balance below $50.00, we require you to withdraw the full amount in the account and close it.

Rate and Annual Percentage Yield ("APY"). Your Account will earn dividends, at rates established by the Credit Union's Board from time to time. The Credit Union reviews the dividend rate and corresponding annual percentage yield (APY) it pays on your IRA each dividend period. Refer to the Rate Schedule for our current rates. The dividend rate and APY may change every calendar quarter as determined by the Credit Union. This is a variable rate account. The dividend rates will be available each business day at our office.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Compounding Dividends. We compound your dividends, even though that is not required by law. Compounding is more favorable to you, because once dividends have been credited to your account, they are added to the balance on which you will earn future dividends. Because we compound dividends, the Annual Percentage Yield (APY) on your account will be somewhat higher than the annual dividend rate, although for lower rates, the percentage figures shown on your disclosures and statements may be the same due to rounding. The Annual Percentage Yield (APY) will be posted along with the annual dividend rate.

For this account type, the dividend period is the calendar quarter. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. Dividends will be compounded quarterly. The prospective dividend rate for each dividend period will be determined in the last month of the previous dividend period.

Crediting Dividends. Dividends will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive any accrued but unpaid dividends.

Minimum Balance to Earn Dividends. You earn dividends on your IRA each day. There is no minimum balance required to earn dividends. We reserve the right to adjust minimum balance to earn dividends requirements from time to time.

How Withdrawals Affect Dividends. Even though we do not credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Accrual of dividends on noncash deposits: Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: IRS contribution limitations apply. You may make a withdrawal subject to possible penalties imposed by the Internal Revenue Service. We advise you to consult with your tax advisor prior to making a withdrawal. We reserve the right to require written notice before we allow you to withdraw from your account. You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of a

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preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

Relation to Other Agreements: The terms of this disclosure are intended to work in conjunction with the Individual Retirement Custodial Account Agreement (the "IRA Account Agreement)." In the event of a conflict, the terms of the IRA Account Agreement will control.

Health Savings Account

Establishing Account and Rate. A Health Savings Account (HSA) may be established by a member completing a separate HSA application form and making a contribution of $50.00 or more. These accounts are a special type of savings accounts and may provide tax benefits to the account owner. Only the individual designated as the Member on the HSA Application and Agreement may be an owner of an HSA. This Account cannot have joint owners. The dividend rate and Annual Percentage Yield (APY) for your HSA are variable and are subject to change quarterly. Refer to the Rate Schedule for current dividend rates and APY. You may also call (313) 568-5000 for rate information.

Minimum Balance Requirements; Deposits. An initial deposit of at least $50.00 is required to open an HSA. After you have established your HSA, you may make additional deposits into that account at any time. We may establish minimum amounts for deposits in these Accounts from time to time. Deposits are also subject to federal law limitations.

Withdrawing Money from Your HSA. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. Withdrawals from this account will reduce earnings. If you seek to make a withdrawal that will reduce your account balance below $50.00, we require you to withdraw the full amount in the account and close it.

Rate and Annual Percentage Yield ("APY"). Your Account will earn dividends, at rates established by the Credit Union's Board from time to time. The Credit Union reviews the dividend rate and corresponding APY it pays on your HSA each dividend period. Refer to the Rate Schedule for our current rates. The dividend rate and APY may change every calendar quarter as determined by the Credit Union. This is a variable rate account. The dividend rates will be available each business day at our office.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Compounding Dividends. We compound your dividends, even though that is not required by law. Compounding is more favorable to you, because once dividends have been credited to your account, they are added to the balance on which you will earn future dividends. Because we compound dividends, the APY on your account will be somewhat higher than the dividend rate, although for lower rates, the percentage figures shown on your disclosures and statements may be the same due to rounding. The APY will be posted along with the dividend rate. For this account type, the dividend period is the calendar quarter. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. Dividends will be compounded quarterly. The prospective dividend rate for each dividend period will be determined in the last month of the previous dividend period.

Crediting Dividends. Dividends will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive any accrued but unpaid dividends.

Minimum Balance to Earn Dividends. You earn dividends on your HSA each day. There is no minimum balance required to earn dividends. We reserve the right to adjust minimum balance to earn dividends requirements from time to time.

How Withdrawals Affect Dividends. Even though we do not credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Accrual of dividends on noncash deposits: Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: IRS contribution limitations apply. You may make a withdrawal subject to possible penalties imposed by the Internal Revenue Service. We advise you to consult with your tax advisor prior to making a withdrawal. We reserve the right to require written notice before we allow you to withdraw from your account. You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

Relation to Other Agreements: The terms of this disclosure are intended to work in conjunction with the Health Savings Custodial Account Agreement provided to you (the "Health Savings Account Agreement)." In the event of a conflict, the terms of the Health Savings Account Agreement will control.

Coverdell Educational Savings Account

Establishing Account and Rate. A Coverdell Educational Savings Account may be established by a member completing a separate Coverdell application form and making a contribution of $50.00 or more. These accounts are a special type of savings accounts and may provide tax benefits to the account owner. Only the individual designated as the Member on the Coverdell Application and Agreement may be an owner of a Coverdell Educational Savings Account. This Account cannot have joint owners. The dividend rate and Annual Percentage Yield for your IRA are variable and are subject to change

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quarterly. Refer to the Rate Schedule for current dividend rates and APY. You may also call (313) 568-5000 for rate information.

Minimum Balance Requirements; Deposits. An initial deposit of at least $50.00 is required to open a Coverdell Educational Savings Account. After you have established your Coverdell Educational Savings Account, you may make additional deposits into that account at any time. We may establish minimum amounts for deposits in these Accounts from time to time. Deposits are also subject to federal law limitations.

Withdrawing Money from Your Coverdell Educational Savings Account. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. Currently the only approved methods are an in-office transaction or a written request (such as by mail) meeting the Credit Union's requirements. Withdrawals from this account will reduce earnings. If you seek to make a withdrawal that will reduce your account balance below $50.00, we require you to withdraw the full amount in the account and close it.

Rate and Annual Percentage Yield ("APY"). Your Account will earn dividends, at rates established by the Credit Union's Board from time to time. The Credit Union reviews the dividend rate and corresponding APY it pays on your Coverdell Educational Savings Account each dividend period. Refer to the Rate Schedule for our current rates. The dividend rate and APY may change every calendar quarter as determined by the Credit Union. This is a variable rate account. The dividend rates will be available each business day at our office.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Compounding Dividends. We compound your dividends, even though that is not required by law. Compounding is more favorable to you, because once dividends have been credited to your account, they are added to the balance on which you will earn future dividends. Because we compound dividends, the APY on your account will be somewhat higher than the dividend rate, although for lower rates, the percentage figures shown on your disclosures and statements may be the same due to rounding. The Annual Percentage Yield (APY) will be posted along with the dividend rate. For this account type, the dividend period is the calendar quarter. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. Dividends will be compounded quarterly. The prospective dividend rate for each dividend period will be determined in the last month of the previous dividend period.

Crediting Dividends. Dividends will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive any accrued but unpaid dividends.

Minimum Balance to Earn Dividends. You earn dividends on your Coverdell Educational Savings Account each day. There is no minimum balance required to earn dividends. We reserve the right to adjust minimum balance to earn dividends requirements from time to time.

How Withdrawals Affect Dividends. Even though we do not credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Accrual of dividends on noncash deposits: Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: IRS contribution limitations apply. You may make a withdrawal subject to possible penalties imposed by the Internal Revenue Service. We advise you to consult with your tax advisor prior to making a withdrawal. We reserve the right to require written notice before we allow you to withdraw from your account. You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

Relation to Other Agreements: The terms of this disclosure are intended to work in conjunction with the Coverdell Education Savings Account Custodial Account Agreement, and Disclosure Statement provided to you (the "Coverdell Account Agreement)." In the event of a conflict, the terms of the Coverdell Account Agreement will control.

Certificate Accounts

Rate Information: The certificate dividend rate and Annual Percentage Yield (APY) are fixed and will be in effect during the full term of the certificate. The dividend rate and APY will be disclosed in the document given to you when you open the certificate and on notices sent to you when the certificate renews. Please call (313) 568-5000 for current rate information.

Compounding Dividends. We compound your dividends, even though that is not required by law. Compounding is more favorable to you, because once dividends have been credited to your account, they are added to the balance on which you will earn future dividends. Because we compound dividends, the APY on your account will be somewhat higher than the dividend rate, although for lower rates, the percentage figures shown on your disclosures and statements may be the same due to rounding. The APY will be posted along with the dividend rate.

For this account type, dividends will be compounded quarterly on the anniversary of the account opening date. The prospective dividend rate for each dividend period will be determined in the last month of the previous dividend period.

Crediting Dividends. Dividends for 6-month certificates will be paid at maturity. Dividends for all other certificates will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account.

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Minimum balance requirements: The minimum balance required to open this account is $200.00. You must maintain a minimum daily balance of $200.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits: Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: After the certificate is opened, you cannot make additional deposits to the account until the maturity date stated on the Certificate. Partial withdrawals are permitted, and a penalty is applied to the amount withdrawn. You cannot withdraw dividends from your account before maturity.

Time requirements: Your account will mature on the date indicated on your certificate.

Early withdrawal penalties. A penalty will be imposed for withdrawals before maturity. The penalty for a 6-month certificate is equal to 90 days of dividends. All other certificate terms have a penalty equal to 180 days of dividends. Penalties may reduce principal balance. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Automatically renewable account: This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

Except as otherwise stated on a certificate, each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account. You will have a grace period of seven (7) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty. In the event the terms of any certificate shall differ from the terms set forth in this Agreement, the terms as listed on the certificate itself shall control.

IRA Certificate Accounts

Rate Information: The certificate dividend rate and Annual Percentage Yield (APY) are fixed and will be in effect during the full term of the certificate. The dividend rate and APY will be disclosed in the document given to you when you open the certificate and on notices sent to you when the certificate renews. Please call (313) 568-5000 for current rate information.

Compounding Dividends. We compound your dividends, even though that is not required by law. Compounding is more favorable to you, because once dividends have been credited to your account, they are added to the balance on which you will earn future dividends. Because we compound dividends, the APY on your account will be somewhat higher than the dividend rate, although for lower rates, the percentage figures shown on your disclosures and statements may be the same due to rounding. The APY will be posted along with the dividend rate.

For this account type, dividends will be compounded quarterly on the anniversary of the account opening date. The prospective dividend rate for each dividend period will be determined in the last month of the previous dividend period.

Crediting Dividends. Dividends for 6-month certificates will be paid at maturity. Dividends for all other certificates will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we do not actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account.

Minimum balance requirements: The minimum balance required to open this account is $200.00. You must maintain a minimum daily balance of $200.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits: Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: After the certificate is opened, you cannot make additional deposits to the account until the maturity date stated on the certificate. Partial withdrawals are permitted, and a penalty is applied to the amount withdrawn. Funds in an IRA certificate account may not be pledged to secure any obligation. IRA certificate accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your IRA agreement or your tax advisor for additional information.

Time requirements: Your account will mature on the date indicated on your certificate.

Early withdrawal penalties. A penalty will be imposed for withdrawals before maturity. Penalties may reduce principal balance. IRA certificate accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your IRA agreement or your tax advisor for additional information.

Automatically renewable account: This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). We

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can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date, except for 13-month certificates which will renew for a 12-month term. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account. You will have a grace period of seven (7) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

Legacy CD Savings Account

Legacy Certificate of Deposit: The Legacy Certificate is offered only to the representatives, beneficiaries, or joint members of a current DMCU deceased member, with on current funds on deposit. There is a limitation of one (1) Legacy Certificate per account holder. Must qualify for membership.

Rate Information: The Certificate dividend rate and Annual Percentage Yield (APY) are fixed and will be in effect during the full term of the Certificate. The dividend rate and APY will be disclosed in the document given to you when you open the Certificate and on notices sent to you when the Certificate renews. Please call (313) 568-5000 for current rate information.

Compounding Dividends. We compound your dividends, even though that isn't required by law. Compounding is more favorable to you, becauseonce dividends have been credited to your account, they are added to the balance on which you will earn future dividends. Because we compound dividends, the APY on your account will be somewhat higher than the dividend rate, although for lower rates, the percentage figures shown on yourdisclosures and statements may be the same due to rounding. The APY will be posted along with the dividend rate.

For this account type, dividends will be compounded quarterly on the anniversary of the account opening date. The prospective dividend rate for each dividend period will be determined in the last month of the previous dividend period.

Crediting Dividends. Dividends will be creditedquarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account.

Minimum Balance Requirements: The minimum balance required to open this account is $5000.00. You must maintain a minimum daily balance of $5,000 in your account each day to obtain the disclosed annual percentage yield. The maximum balance is $1,000,000.

Daily Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Accrual of Dividends on Noncash Deposits: Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

Early Withdrawal Penalties: During the term of the Legacy Certificate, account holders will be allowed to make two (2) withdrawals from the account, with no penalty to be assessed at the time of withdrawal. A penalty will be imposed if the early withdrawal reduces the principal below the minimum balance or a third withdrawal is performed in the 12-month term, and the Certificate will be closed. Penalties may reduce principal balance. The penalty is equal to 180 days of dividends.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Transaction Limitations: After the Certificate is opened, you may make up to two (2) additional deposits to the account until the maturity date stated on the Certificate. Partial withdrawals are permitted, and a penalty is applied to the amount withdrawn. You cannot withdraw dividends from your account before maturity.

Time Requirements: Your account will mature on the date indicated on your Certificate.

Automatically Renewable Account: This account will automatically renew as a 12-month regular CD, with the (APY) being what is stated as our current 12-month rate at maturity if the balance in the Legacy CD is greater than $200.00. If the balance in the Certificate is less than $200.00 or if account holders choose not to renew the Certificate, the funds will be transferred to the account holder. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term Certificate accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original Certificate account. You will have a grace period of seven (7) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

Fiduciary Accounts

A. Accounts for Trusts

1. **Products and Services.** We reserve the right not to allow certain accounts to be opened as Trust Accounts. To the extent applicable and not

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superseded by this section, the terms, and conditions governing types of accounts for individuals, as described elsewhere in this Agreement, govern accounts established for trusts.

2. **Documentation.** In order to open an account for a trust, a trustee must provide such documentation as is required by the Credit Union with regard to the trust, including, but not necessarily limited to a Certificate of Trust prepared by an attorney and/or a Certificate of Trust Existence and Authority. The Credit Union reserves the right to refuse membership to a trust when it is not drafted in accordance with and governed by the laws of the State of Michigan or for any other reason in its sole discretion.

3. **Distribution of Accounts.** If an account is opened for a trust, the trust is the party with which the Credit Union is contracting, and the trust agrees that the Credit Union may distribute funds pursuant to the terms of the most recently dated trust agreement or Certificate of Trust on file at the Credit Union, and the trust, forever indemnifies and holds the Credit Union harmless for distributions made pursuant to that trust made in good faith reliance on that trust agreement or Certificate of Trust. The trust further agrees that it is the responsibility of the trust (through its trustee) and the settlor of the trust to notify the Credit Union when a trust for which an account has been opened has been revoked, rescinded, revised, or in any way modified.

4. **Withdrawals.** All sums paid to the Credit Union on deposits (less setoffs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand. Such demand must be made by the trustee(s) as indicated on the Membership Card for Revocable Trust Account. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account, but we reserve the right to deny any withdrawal request. Only methods approved by the Credit Union may be used to make account withdrawals.

5. **Representations of Trustee(s).** Any trustee for a trust who signs a Membership Card for Revocable Trust Account represents the following: (i) the trust is in full force and effect and it has not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named trustee(s) has qualified, is acting as trustee(s), and is authorized to open this account; (iii) the trustee(s) is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell certificates of deposit, and accomplish any or all other banking transactions; (iv) the trust agreement contains a hold harmless provision for any third party dealing with the trust or any trustee and that such provision applies to the Credit Union; (v) trustee(s) will send written notice of any change in trustee(s), of any amendment or modification of the trust which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the trust's revocability, the powers of the trustee(s), or any other representations made to the Credit Union; and (vi) any one trustee has the power to authorize withdrawals or transfers from authorized accounts, or authorize new accounts or services. The Credit Union may rely on these representations and any instructions by the trustee(s) and act in accordance therewith in any respect affecting the account before or after termination of the trust, unless and until it receives a written notice of changes to the trust, with notice of changes in trustee(s), or written notice of any events affecting the trustee(s) powers described above or in any documents required by the Credit Union.

6. **Acknowledgement of Fiduciary Responsibility.** Any trustee for a trust who signs a Membership Card for Revocable Trust Account acknowledges and understands the trustee's legal obligations as a fiduciary and as more fully set forth in the Michigan Estates and Protected Individuals Code. Such trustee further agrees to conduct all business with the Credit Union on behalf of the trust in accordance with state and federal laws as well as orders from any court of competent jurisdiction.

7. **Indemnification.** Any trustee for a trust who signs a Membership Card for Revocable Trust Account hereby jointly and severally (if more than one) agrees to hold the Credit Union and each of its officers, directors, employees, agents, and affiliates harmless and indemnify them against any claims, judgments, settlement amounts, or other liabilities or costs of defense or settlement, including attorney's fees arising out of or related to any alleged or actual improper or unsuitable actions taken at the instruction of trustee(s) in connection with account for the trust or for any distribution of trust assets to any person or entity. This indemnification is made by the trustee(s) both in the capacity as trustee and individually and shall not be limited by any other independent documentation. If a trustee provides instructions or an order to the Credit Union that the Credit Union reasonably believes might expose it to claims, suits, losses, expenses, liability, or damages, it may refuse to follow the instruction or order.

B. Account for Other **Fiduciary** Relationships

1. **Generally.** A separate membership account may be opened by a fiduciary for another named person if the named person involved qualifies for membership or, in the case of an estate for a deceased individual, the deceased individual was a member of the Credit Union at the time of death. For example, an account can be opened by a conservator, guardian, personal representative, representative payee, etc. These accounts are referred to collectively as "Fiduciary Accounts" and the individuals or estates for whose benefit they are opened are referred to collectively as "Protected Persons." The person opening the account will be referred to as the "Fiduciary." As Fiduciary, you understand and agree that you owe the Protected Person a legal fiduciary responsibility to care for his or its property, including funds held on deposit in this Account, and you understand and agree that funds in this type of account may not be pledged as security for any purpose.

2. Products and Services. We reserve the right not to allow certain accounts to be opened as Fiduciary Accounts. To the extent applicable and not superseded by this section, the terms and conditions governing those types of accounts for individuals, as described elsewhere in this Agreement, govern Fiduciary Accounts.

3. **Documentation.** In order to open a Fiduciary Account, you agree to provide such documentation as is required by the Credit Union with regard to the fiduciary relationship, including, but not necessarily limited to, Letters of Authority naming you as Conservator, Guardian, Personal Representative, etc. The Credit Union reserves the right to refuse to open a Fiduciary Account when documentation does not derive from the authority of the laws of the State of Michigan or Social Security Rules and Regulations.

4. **Distribution of Accounts.** If you have opened an account for a Protected Person, an Estate, or a Social Security Beneficiary, you, as Fiduciary, understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Letters of Authority or other

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documentation on file at the Credit Union, and you, on behalf of the Protected Person, forever indemnify and hold the Credit Union harmless for distributions made in good faith reliance on those Letters of Authority or other documentation. You further agree that it is your responsibility to notify the Credit Union when your authority as a Fiduciary has been revoked, rescinded, revised, or in any way modified.

5. **Withdrawals.** All sums paid to the Credit Union on deposits (less setoffs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand made by the named Fiduciary. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account, unless required to do so by court order. We reserve the right to deny any withdrawal request. The Credit Union shall not be liable for the misappropriation of funds resulting from a withdrawal from a Fiduciary Account.

Other Terms and Conditions

The following paragraphs apply to all Accounts opened with the Credit Union, except as specifically modified above.

Share Insurance. Your savings in the Credit Union are insured up to at least $250,000 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. For more information regarding share insurance, please refer to the NCUA brochure entitled "Your Insured Funds," which can be found at the Credit Union office or at www.ncua.gov. Because we are not authorized to provide legal advice, we cannot counsel you as to how to structure your accounts in order to maximize your account insurance protection.

Accrual of Dividends on Non-Cash Deposits. Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) to your account.

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

Funds Availability. If you make a deposit into any account you have with us, that money may not be available to you right away. Refer to the Funds Availability Disclosure below for information regarding the availability of funds deposited into a Checking Account. For other accounts, the funds may not be available for a longer period of time. Ask us at the time of deposit (or any time afterward) if you need to know when funds from any given deposit will be available.

Notice of Withdrawals. All of your accounts are subject to the Credit Union's right to require advance notice of withdrawal, as provided by law or in the Credit Union's Bylaws.

Fees. Any account may be subject to service charges in accordance with the Fee Schedule adopted by the Credit Union from time to time. You agree to pay us fees in connection with your accounts in accordance with the Fee Schedule then in effect (refer to the Fee Schedule for a current list of fees). We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any fees owed from any of your accounts, except that no fee may be deducted from an IRA unless the fee relates to the IRA. We reserve the right to waive any fees in our sole discretion. Fees may reduce earnings on any of your accounts.

Return of Deposits/Closed Accounts. We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. However, we may not terminate your membership in the Credit Union without satisfying the requirements of applicable law. If we close an account, we will notify you and send you a check for any balance in that account after deducting all applicable charges and fees. We may, in our discretion, exercise our right of setoff with regard to such amounts if we have such a right with regard to the account. Any withdrawal that reduces the amount in an account to zero (other than a Checking Account) may automatically close that account. We are not liable for any check, withdrawal or other payment order after an account is closed. Any checks or other payment orders presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse.

Final Credit for Deposits. All deposits are subject to proof and verification. If you deposit a check, draft, or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal law and regulations. If there are special fees for collecting your deposit, you promise to pay them (see the Fee Schedule for a list of fees). We may deduct them directly from the account into which the deposit was made. If we feel there is a reason, we may refuse, limit, or return any deposit. We have the right to refuse to accept any deposit. We specifically reserve the right to refuse to accept checks for any purpose that have more than one endorsement; However, we generally will not refuse to accept such a deposit if all of the endorsers are original payees on the check and all are owners of the account into which the deposit is being made. We reserve the right not to pay interest or dividends on amounts subject to garnishment, levy, or other legal process; and we reserve the right not to pay interest or dividends on the amount of any deposited item that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest or dividends).

Form of Negotiable Instruments. All negotiable instruments presented must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. You agree not to deposit checks or other items before they are properly payable.

Endorsement. All endorsements placed on the reverse side of any check or draft which you deposit to your account or otherwise negotiate must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the credit union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees. We may accept checks for deposit into any of your accounts if they are made payable to you, or to the order of one (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. However, for checks with more than one payee we may at our option require the endorsement of all payees and may require that all of them be present for negotiating the check.

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Inactive Accounts. The Credit Union will consider your account inactive after 12 months of no consistent deposits or withdrawals on your account. This excludes interest or dividends credited to your account by the Credit Union. Michigan Law permits the Credit Union to turn these funds over to the State after two years of no activity and requires the Credit Union to turn these funds over to the State after three years of no activity. Before turning funds from inactive accounts over to the State of Michigan, the Credit Union will send notices as required by Michigan law advising you of your rights. The Credit Union may charge a fee on inactive accounts. Please refer to our Fee Schedule. The Credit Union also reserves the right to close any account for inactivity.

Statement. You will receive a periodic statement (normally monthly) for your Checking Account. You will receive a periodic statement (normally quarterly) for your Membership Share Savings Account or other savings accounts unless you have an electronic funds transfer transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Checking Account and other savings accounts. Each such statement shall show the transactions on your accounts and any fees and other charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts for which we do not have a valid address on file.

You should examine each periodic statement carefully and reconcile the accounts reflected on that statement. If there are any discrepancies, you should notify us immediately. Except as expressly provided for elsewhere, you have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to the Credit Union within 60 days of the mailing date of the earliest statement containing those items.

Agreement. This Agreement shall be effective and shall govern all share/deposit accounts with us. By signing a Membership Application and Agreement, signing any application to add an account after your Membership Share Savings Account has been established, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement and to all amendments to this Agreement. This Agreement shall supersede all previous agreements for such accounts.

Amendment. We may change any of the items of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. You agree that our provision of a notice to you summarizing the changes together with information on how you may obtain a complete copy of the revised Agreement constitutes sufficient notice of the change. When we change this Agreement, you may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes.

Notice of Name or Address Changes. You are responsible for notifying us of any address or name change. Credit Union related mail is not forwarded. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. If not using the Credit Union's preferred official Change forms, the Credit Union requires all notices of change in address or name to be in writing with a signature, a copy of current, valid, Government issued ID and any other Credit Union required supporting documentation. Notices to us should be sent to:

Diversified Members Credit Union
1480 E. Jefferson Ave.
Detroit, MI 48207

If enrolled in Online Banking, Members may also submit notices of change of address by logging in to Online Banking and entering the change there.

Other Notices. All notices regarding the account will be posted in our office lobbies or will be sent to you to the address shown on your statement. In the event of joint ownership, notice by or to any one joint owner shall be deemed notice by or to all. We reserve the right not to send notice for accounts we consider inactive.

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

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

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

Accounts not Transferable. None of your accounts are transferable, except on the Credit Union's books and records, without the Credit Union's prior written consent.

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

Offset. Except for debts that are secured by your principal residence, if you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the funds in any account in which you have an ownership interest, regardless of their source, unless the account is an IRA, HSA or Coverdell Educational Savings Account, or the lien is prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts (except IRAs, HSAs, and Coverdell Educational Savings Accounts) and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law.
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Telephone Requests. You agree (for joint accounts, all joint owners agree jointly and severally) that funds in any of your accounts with us can be transferred upon the telephone request of any signer on the account. We may refuse to execute any telephone request or order. Telephone requests will not be accepted for Multiple Signatures Required Accounts.

Information About Your Accounts and About You. Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information: (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to our accountants, attorneys or other professional advisors; (3) to Credit Union or financial institution regulators; (4) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (7) to comply with government agency or court orders, or to furnish any information required by statute; (8) to furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information if the court rendering the judgment has jurisdiction over the Credit Union and could issue a garnishment that would be binding on the Credit Union; (9) when we are attempting to collect an obligation owed to us; or (10) as required by law. In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by consumer reporting agencies or others.

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

Joint Accounts. Except for accounts designated as Multiple Signatures Required Accounts, the following paragraph applies: If two or more parties have signed an Application and Agreement with respect to one or more accounts, you are creating, and intend to create, a "joint tenancy with rights of survivorship." That is, you as the owners of the account agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part. Unless previously designated, such joint designation shall apply to all sub accounts under your member number. Payment to any of you or the survivor(s) of you, or the personal representative, administrator or assign of the last survivor of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. Each signer appoints each other signer to be his or her irrevocable attorney in fact: to make deposits to the account; to endorse, for cash or deposit, any checks or other items whether payable to one of the signers alone or with others; and to receive and receipt for all funds all without obligation to us to inquire into the source or application of funds. To induce us to act hereunder, each person signing the Membership Application and Agreement jointly and singly agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorneys' fees, except as may be limited by applicable law. Unless specifically prohibited in writing from doing so, any or all of the joint owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan(s). Any owner who is a surviving owner agrees that the Credit Union to the extent allowed by law may set off any money in the account against any obligation of a deceased owner within thirty days after the Credit Union becomes aware of the deceased owner's death unless such a setoff would not have been allowed during the deceased individual's lifetime (such as would be the case with certain tax favored accounts). All owners who are surviving owners also agree that their interests in the account are subject to any security interest or pledge granted by a deceased owner, even if they individually did not consent to it. No authority or obligation of the Credit Union may be changed or terminated by one or more of the joint owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each joint owner is subject to the terms and disclosures of this Agreement, and hereby acknowledges receipt of the Agreement. We may refuse to authorize a withdrawal from a joint account when we have knowledge of a dispute between the joint accountholders until the matter is resolved.

If an account is designated as a Multiple Signatures Required Account, the following paragraph applies: If two or more parties have signed a signature card, you are creating, and intend to create, a "joint tenancy with rights of survivorship." That is, you as the owners of the account agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship. It is agreed that all living parties must sign any request for a withdrawal and that transactions on the account may only be conducted in person at the Credit Union's office. All but not less than all of the joint owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan(s). No authority or obligation of the Credit Union may be changed or terminated by one or more of the joint owners without the consent of all living joint owners and prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each joint owner is subject to the terms and disclosures of this Agreement and hereby acknowledges receipt of the Agreement.

If a deposited item in a joint account is returned unpaid, the account is overdrawn, or if the Credit Union does not receive final payment on a transaction, the owners, jointly and severally, are liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any account of an owner or all funds in the joint account regardless of who contributed them.

Except as modified in this Agreement, joint accounts shall be subject to and governed by PA 41 of the Public Acts of 1968 (Michigan), as amended, being M.C.L. 490.51 et seq. and commonly known as the Credit Union Multiple-Party Accounts Act. An account owned by a person that is not a natural person (that is, an account owned by a corporation or other legal entity or by a trust) may not have joint owners.

Beneficiary Designation. When opening an account or, if all owners agree, at any time thereafter, you may designate one or more persons as beneficiaries of the account under the Michigan Credit Union Beneficiary Accounts Act (Public Act 31 of 1992), being M.C.L. 490.81 et seq. Upon the death of the last surviving owner of the account, the surviving beneficiaries shall become the owners of the funds in the account. If there is more than one surviving beneficiary, the account shall be divided equally between them, and each beneficiary shall be the sole owner of that beneficiary's share. In accordance with the Credit Union Beneficiary Accounts Act, there shall be no joint ownership among beneficiaries. Any funds deposited into an account after the last surviving account owner's date of death, and prior to the closing of the account, shall be payable to the beneficiary(ies), and not to the estate of the last surviving account owner (subject to the Credit Union's right of setoff, as set forth below). For accounts opened prior to January 1, 2016, beneficiary designations shall not apply to a checking account unless there is a specific designation to the contrary on the Membership Card or other document used

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to establish the account. The Credit Union is not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. The interests of the beneficiary(ies) are subject to the right of the Credit Union, to the extent allowed by law, to set off any money in the account against any obligation of the deceased owner (or the last owner to die, if there was more than one) within thirty days after the Credit Union becomes aware of the deceased owner's death unless such a setoff would not have been allowed during the deceased individual's lifetime (such as would be the case with certain tax favored accounts). The Credit Union reserves the right to require documentation in order to confirm that an account has become properly payable to a beneficiary or beneficiaries. An account owned by a person that is not a natural person (that is, an account owned by a corporation or other legal entity or by a trust) may not have beneficiaries.

Accounts for Minors. We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Michigan law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. Except where expressly provided otherwise, we may pay funds directly to a minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

Uniform Transfers to Minors Account – A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. This minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party authorized to make deposits, withdrawals, and close the account until the minor reaches age 18 or such other age as is specified on the document establishing the account. After the minor reaches this age, the minor shall have sole control of the account. We have no duty to inquire about the use or purpose of any transaction. If a custodian dies, we may suspend the account until (i) we receive instructions from any person authorized by law to withdraw funds, (ii) a court order authorizing withdrawal, or (iii) the minor reaching age 18 or such other age as is specified on the document establishing the account.

Agency Designation on an Account. An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. The Credit Union is under no obligation to honor any agency designation. If we do honor an agency designation, we have no duty to inquire about the use or purpose of any transaction made by the agent. The Credit Union shall not be liable for loss resulting from the misappropriation of funds withdrawn from an account by an authorized agent.

Powers of Attorney. The Credit Union will honor a valid power of attorney in accordance with the provisions of the Uniform Power of Attorney Act as adopted in Michigan, Public Act 187 of 2023, as may be amended from time to time. In addition, in accordance with its obligations under Federal law, the Credit Union must identify the attorney-in-fact pursuant to the requirements of the USA PATRIOT Act in all cases before the agent will be allowed to use the power of attorney. Except where prohibited by law, the Credit Union may impose additional requirements from time to time

Legal Process. If any legal action is brought involving your account, we may pay out funds according to the terms of the action or refuse any pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. In lieu of expenses other than attorneys' fees, we may charge a Legal Process Fee as set forth on the Fee Schedule. Any legal process against your account is subject to our lien and security interest.

Costs for Failure to Follow Agreement. You are liable to us for any losses, costs, and 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 proceeding 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.

Cooperation in Loss Recovery Efforts. Except as may be otherwise required by law, you agree to fully cooperate in any effort we undertake to recover funds that were taken from your account without authorization. For example, you will sign affidavits of loss or forgery that may be required by our insurance company. You also agree to cooperate fully in any prosecution that may be initiated by the proper authorities pursuant to us filing a complaint about unauthorized activities involving your account. If a loss is the result of our actions (we lose a check you deposited, for example), you agree to help us to recover the loss, but we will be responsible for all expenses involved.

Standard of Care. Except where applicable law or this Agreement provides otherwise, we will not be liable for any events not involving our intentional misconduct or gross negligence.

Responsibility for your transactions not involving an account. If (i) you present a check or other item to us drawn on another financial institution for cash over the counter or for payment of any obligation owing to us or (ii) we initiate an automated clearinghouse (ACH) transfer to another financial institution for any obligation owing to us and the check, other item, or ACH transfer is returned to us unpaid for any reason not attributable to us, we may charge a returned transaction fee to any of your accounts (except accounts described in the "Offset" section as not being subject to lien or setoff rights) or, to the extent allowed by law, charge a returned transaction fee to the obligation for which payment was intended.

Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other Internal Revenue Code requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you have designated on a W-9 or W-8BEN that you have applied for a TIN, you must provide the TIN within 60 days. Upon the expiration of the 60-day period, the Credit Union may begin withholding from your account.

Special Account Instructions. You may request that we facilitate certain business, 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 business, 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 other protection.

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Changes Requested by You. Account changes requested by you, such as adding or closing an account or service, must be submitted by you, and accepted by us. The Credit Union reserves the right to require account changes to be submitted in writing.

Termination of Account. Notwithstanding any other provisions in this Agreement, we may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks related to the account, whether blank or completed, are lost or stolen; (5) there are excessive overdrafts drawn on the account that are 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 or otherwise determine in our sole discretion that there is a reason to do so. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. An owner may give up his/her ownership rights in a multiple party account at any time by completing a document acceptable to the Credit Union in that regard; however, such removal will not relieve such an owner from any liability for which such owner had with respect to the account immediately prior to the removal. We are not responsible for payment of any check withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

Negative Information Notice. We may report information about your loan, share, or deposit accounts to consumer reporting agencies. Late payments, missed payments, negative balances, and other default on your accounts may be reflected in your credit report.

Telephone Monitoring and Calling. From time to time, you agree we may monitor, and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we and our third-party service providers may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

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

Governing Law. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision below, this Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Michigan, except as superseded by federal laws and regulations. This Agreement is also subject to the Credit Union's Bylaws, and to local clearinghouse rules. Unless otherwise required by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State District Court or State Circuit Court with jurisdiction over the location of the Credit Union's principal place of business.

Rewards and Incentives Programs. From time to time, we may make rewards and incentives programs available to you in connection with one or more of your accounts. These programs will be governed by separate documents related to such programs and the credit union reserves the right to change or terminate such programs at any time.

Our Right to Place a Hold on Your Account(s). If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent, or illegal activity, we may, in our discretion, freeze the funds in the account and in other accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the account and transactions. If we do freeze your account funds, we will provide notice to you as soon as reasonably possible. Notice may be made by mail or verbally or provided by other means, such as online banking or text alerts as permitted by law. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or to the owner of the funds in the account.

Use of Recording Devices. The Credit Union does not permit its members or members of the general public to use electronic, digital, or other recording devices to record in-person, telephonic or other communications or interactions of or with Credit Union personnel without the express prior consent of the Credit Union management. The Credit Union expressly revokes, rescinds, and withdraws any consent or permission to such recording that might otherwise be implied by law.

Member Provided Content. If you send the Credit Union a photograph, image, video or other content ("Content"), you are granting the Credit Union a non-exclusive, transferrable, sublicensable, royalty-free, worldwide license to use, host, publish, distribute and/or display such Content for any purpose, in any and all media now known or hereafter devised, on the Credit Union's website, in promotional or informational materials, and/or on social media, for publicity and promotional purposes without further compensation unless prohibited by law. By providing Content to the Credit Union, you represent and warrant that you have the right to grant the rights and licenses described in this section and further represent and warrant that the Content does not violate, misappropriate, or infringe on the rights of any third party.

Consent to Filming and Photography. When you enter upon Credit Union property or attend a Credit Union meeting, event, or program, you enter an area where photography, audio, and/or video recording may occur. By participating in any of the foregoing activities, you consent to photography, audio recording, video recording and the release, publication, exhibition, distribution, display, or reproduction of same for any and all purposes, including promotional purposes, advertising, inclusion on the Credit Union website, social media or any other purpose by the Credit Union. You release the Credit Union, its officers, directors and employees, and all other persons involved from any liability connected with the taking, recording, digitizing, display, distribution or publication and use of photos, images, video and/or sound recordings. You waive all rights you may have to any claims for payment of royalties in connection with any use, display, exhibition, streaming, webcasting, distribution, or other publication of these materials regardless of the purpose of same, and further waive any right to inspect or approve any photo, video or audio recording taken by the Credit Union or the person/entity designated to do so by the Credit Union.

Non-Solicitation. The Credit Union prohibits the solicitation, distribution and posting of materials on or at the Credit Union's property by any member or, employee. As used herein, the term "solicitation" includes canvassing, soliciting or seeking to obtain support for an elected office or Board position; seeking to obtain membership in or support for any organization; requesting contributions; posting or distributing handbills, pamphlets, petitions, or other materials

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of any kind; use of Credit Union resources (including without limitation bulletin boards, computers, mail, e-mail and telecommunication systems, photocopiers and telephone lists and databases); peddling or otherwise selling, purchasing or offering goods and services for sale or purchase; and distributing advertising materials, circulars or product samples, or engaging in any other conduct relating to any outside business interests or for profit or personal economic benefit. The Credit Union reserves the right, in its sole and absolute discretion, to exempt from this non-solicitation prohibition, certain non-political non-profit organizations/charities that support the mission of the Credit Union and/or that the Credit Union supports as part of charitable and community mission, as well as Credit Union-sponsored programs/events related to the Credit Union's products and services. Whether a particular group, organization or person satisfies this exception shall be determined by the Credit Union in its sole discretion.

Permitted Time for Filing a Lawsuit. You must file any lawsuit or arbitration against us within one year after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition of making a claim.

Limitation of Liability: EXCEPT WHERE REQUIRED BY LAW OR THIS AGREEMENT SPECIFICALLY PROVIDES OTHERWISE, WE WILL NOT BE LIABLE FOR ANY ACTIONOR INACTION EXCEPT FOR OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT AS MAY BE OTHERWISE REQUIRED BY LAW, YOU AGREE THAT IN NO EVENT SHALL THE CREDIT UNION'S LIABILITY TO YOU EXCEED YOUR ACTUAL DAMAGES OR THE SUM OF $5,000.00, WHICHEVER IS LESS. IN NO EVENT WILL CREDITUNION BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

BINDING ARBITRATION AND CLASS ACTION WAIVER - RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.
Agreement to Arbitrate Disputes. Either you or we may elect, without the other's consent, to require that any dispute between us concerning your membership, your deposit accounts ("Accounts") and the services related to your membership and Accounts, including but not limited to all disputes that you may raise against us, must be resolved by binding arbitration, except for those disputes specifically excluded below.

No Class Action or Joinder of Parties. YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVECAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Disputes Covered by Arbitration. YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of your Accounts, or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your Accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its affiliates, successors, assignees, officers, directors, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, crossclaims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

Disputes Excluded from Arbitration. Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Our Claims or disputes against you arising from your status as a borrower under any loan agreement with the Credit Union or to collect any funds you may owe us are also excluded from this Resolution of Disputes by Arbitration provision.

Commencing an Arbitration. The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at:

Diversified Members Credit Union
Attn: COO
1480 E. Jefferson Ave.
Detroit, MII 48207

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If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free) www.adr.org

JAMS
1-800-352-5267 (toll-free) www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address unless the parties agree to a different location in writing.

Administration of Arbitration. The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years of experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies, except in an action by us against you that has been initiated by Us to collect funds that you may owe to us.

Arbitration Award. The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law. You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Michigan shall apply.

Severability, Survival. These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

Applicability. Arbitration will not apply to your Account as long as you are an active-duty Service Member.

Right to Reject this Resolution of Disputes by Arbitration Provision. YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTESBY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

Agreement to the Resolution of Disputes by Arbitration provision:

1. If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.

2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

Rejection of the Resolution of Disputes by Arbitration provision:

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1. If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of receiving this notice, including the following information:

   a. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;

   b. You must send Your written notice to Us at the following address:

Diversified Members Credit Union
Attn: COO
1480 E. Jefferson Ave.
Detroit, MII 48207

Electronic Fund Transfers
Agreement and Disclosures

This Electronic Fund Transfers Agreement and Disclosures contains additional Agreement provisions setting forth your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by Diversified Members Credit Union. This Electronic Fund Transfers Agreement and Disclosures will be referred to herein as "EFT Disclosure." By signing an application for EFT services, signing any card we issue to you, or by using any services covered by this EFT Disclosure, you agree to the terms and conditions in this EFT Disclosure and any amendments for the EFT services offered. The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this EFT Disclosure.

Your Share Savings Accounts, your Checking Account, and your Christmas Club Account can be subject to some kind of EFT service. However, no account requiring more than one signature (a Multiple Signatures Required Account) may have EFT services. The word "account" will refer, as applicable, to any account that can be subject to some sort of EFT service. Our "business days" for purposes of this EFT Disclosure are Monday through Friday, except for legal holidays, as specified later in this EFT Disclosure.

EFT SERVICES AVAILABLE

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this EFT Disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this disclosure for future reference. We **do** require you to maintain a minimum balance in your share account of $5.00 as a condition of using an access device (card or code) to accomplish a transfer. We do not require you to maintain a minimum balance in any other account.

Electronic Funds Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when a merchant posts a sign informing you of its policy. In all cases, the transaction will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your account(s). We reserve the right to reject or return any ACH Direct Deposit that comes into an account when the name on the deposit does not match the name of the owner or a joint owner of the account.

Preauthorized payments. You may make arrangements to pay certain recurring bills from your Checking Account. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Electronic check or draft conversion. You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check or draft by other means such as by mail or drop box.

* Note that some merchants or service providers will initiate an electronic funds transfer to collect the amount of a check or draft and a returned check/draft charge in the event a check or draft, even if originally presented in paper form, is returned for insufficient funds.

Automated Teller Machine (ATM) Transactions. You may access your account(s) by ATM using your ATM card and personal identification number to:

- Make deposits to Checking Account(s)
- Make deposits to Share Savings Account(s)
- Get cash withdrawals from Checking or Share Savings account(s). You may withdraw no more than $1000.00 per day (combined with Point of Sale).
- Transfer available funds from Share Savings to Checking Account(s)

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- Transfer available funds from Checking to Share Savings
- Get information about:
    - The account balance of your Checking Account(s)
    - The account balance of your Share Savings Account(s)

Some of these services may not be available at all terminals. ATM deposit access may not be available during the first 60 days of account opening or longer for accounts with limited activity.

Your Option to Limit Cash Withdrawals. In addition to dollar amount limitations for withdrawals using your ATM card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM card and/or code to $50.00.

Home Banking/Online Banking. You may access your account(s) by computer at www.dmcu.com and using your password and your account username to access self-services such as, but not limited to:

- Transfer available funds between your accounts
- Check balances
- Obtain rate information
- Apply for a loan and make loan payments
- Confirm cleared checks
- Review transaction history
- Calculate loan payments
- Sign up for electronic statements

Online Bill Payment. If you have signed up for Home Banking and we approve your application for our online bill payment service, this service will be added to the services available for your checking account and you will be able to schedule withdrawals from your checking account to be sent to third parties. All transactions are limited to available funds in your checking account plus any available share savings backup for your checking account. Your use of Online Bill Payment is in addition governed by a separate agreement and disclosure which will be provided to you when you sign up and are approved for the service unless it has been provided to you earlier.

Mobile Banking. You may access your account(s) from your compatible mobile device to access these services:

- Transfer available funds between your accounts
- Check balances
- Obtain rate information
- Apply for a loan
- Pay bills
- Review transaction history

Other Remote Access Agreements. In addition to our Online Bill Payment service, this EFT Disclosure may be supplemented by other agreements for specific electronic services if you request such services, such as mobile or other remote access banking services, or remote deposit services.

Point-of-Sale Transactions (ATM Card). You may access your Checking Account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution. You may not exceed $1000.00 in transactions per day (combined with ATM transactions), $300.00 if offline.

Debit Card Transactions. Using your Debit Card, you may access your Checking Account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and for any transaction that a participating merchant will accept.

Reversing Electronic Fund Transfers. If an "electronic fund transfer" described in this section was a payment of $50.00 or more for goods or services, you have the right to require us to reverse such transfer and to re-credit your account with the full amount of the transfer if (1) you tell us, within 4 calendar days after the date of the transfer, to make such a reversal, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned.

If you do these things in writing, you **MUST** send the letter to our address as set forth at the end of this EFT Disclosure.

If you phone us, you **MUST** call at the phone number as set forth at the end of this EFT Disclosure.

If you tell us orally that you want such a transfer reversed, you **MUST** send us a letter to confirm your reversal request, your notice of attempted resolution of the dispute, and your assurance to return any returnable goods involved. You are required to get this letter back to us within 14 calendar days after the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests, and to increase such charges thereafter.

CONDITIONS OF EFT SERVICES

Transaction Limitations. For the enhanced security of our members, the Credit Union does not permit debit card use for car rental transactions. Using your ATM card: You may not exceed $1,000.00 in PIN transactions per day, $300.00 if offline. For the purposes of ATM and Debit Card transactions one day is 6:00 pm to 6:00 pm. For your Debit Card, the dollar transaction limit will be disclosed in writing at card issuance. Debit Card Point of Sale (POS) transactions are permitted from your Checking Account only. ATM/Debit card usage may be blocked if any loan account is 15 or more days past due, or for

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any negative balance in any of your accounts. We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least twenty-one (21) days' notice before doing so.

Merchants. Merchants and others who honor your ATM Card or Debit Card may give credit electronically for returns or adjustments. They will do so by initiating a credit to us, and your account will be credited. We are not responsible or liable for the refusal of any merchant, financial institution, or electronic terminal to honor your card, complete a withdrawal from your account or for its retention of your card even if funds are available.

Foreign Transactions and Currency Conversion. If you effect a transaction with your debit card in a currency other than U.S. Dollars, MasterCard will convert the charge into a U.S. Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date the transaction occurred or the date the transaction was posted to your account.

Advisory Against Illegal Use. You agree not to use your card(s) for (i) any online gambling, whether legal or illegal, (ii) illegal gambling, or(iii) any other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

FEES

We may charge you fees for electronic fund transfers as set forth in this EFT Disclosure or as set forth in our Fee Schedule. We reserve the right to amend the fees from time to time upon thirty (30) days prior written notice. In addition, if you use an ATM or other terminal not owned by us to complete a transaction or make a balance inquiry, the owner of that ATM or network may charge you a fee.

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using automated teller machines (ATMs) or point-of-sale (POS) terminals. Note that receipts may not be available for some small POS transactions.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (313) 568-5000 (during business hours) or 800-860-5704 (Use CU ID 166#) (24 hours) to find out whether or not the deposit has been made.

Periodic Statements. You will get a monthly account statement from us for your Checking Accounts. You will get a monthly account statement from us for your Share Savings Accounts unless there are no electronic fund transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS - RIGHT TO STOP PAYMENT

Procedure. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this EFT Disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you a fee as set forth in our Fee Schedule for each stop-payment order you give.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

CREDIT UNION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have sufficient available funds in your account or back up accounts to make the transfer, if any funds in your accounts necessary to complete the transfer are held as uncollected funds or pursuant to our Funds Availability Policy, or if any funds in your accounts necessary to complete the transaction are held subject to legal process or other claim.
- If you used your card or access code in an incorrect manner, or after your right to use your card or access code has been cancelled.
- If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- If the ATM or other terminal or system was not working properly, and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- If funds in your account necessary to complete the transaction are pledged as collateral, are frozen, or offset because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the transfer is not completed as a result of your negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you knew or should have known about the breakdown when you started the transaction.
- If a law or regulation prevents us from completing the transaction.

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- If any other exception as established by us and communicated to you applies.

CONFIDENTIALITY

- We will disclose information to third parties about your account or the transfers you make: Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission.

NOTICES

All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at the address specified in this EFT Disclosure.

AMENDMENTS

We reserve the right to amend this EFT Disclosure in any manner and at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. Where required by law, we will give you at least twenty-one (21) days advance written notice. You agree that we may amend or modify this EFT disclosure without notice if an immediate change is necessary to maintain or restore the security of our account arrangements or of any account.

TERMINATION OF ELECTRONIC FUND TRANSFER SERVICES

You may terminate this EFT Disclosure or any EFT service under this EFT Disclosure at any time by notifying us in writing and stopping your use of your card(s) and any access code. Upon termination, you agree to return all cards to the credit union or destroy the cards upon request of the credit union. You also agree to notify any participating merchants that the authority to make bill payment transfers has been revoked. We may also terminate this EFT Disclosure at any time by notifying you orally or in writing at your last known address on file with us. If we terminate this EFT Disclosure, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this EFT Disclosure has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card(s) or access code for any EFT service. Whether you or the credit union terminate this EFT Disclosure, the termination will not affect your obligations under this EFT Disclosure, or any electronic fund transfers made prior to termination. If either you or we terminate this EFT Disclosure, we have the option of terminating all of your accounts with us that may have any sort of electronic access (such as checking accounts) or restricting such accounts to in office transactions, a written request (such as by mail), or a phone request made directly to a credit union employee only (which generally would be what we will do with your Share Savings Account). We also may exercise any right described in the "Termination of Account" provisions in the "Other Terms and Conditions" section of the Membership and Account Agreement.

ACCESS DEVICE REVOCATION

.

Any card or other device which we supply you ("Access Device") may be revoked without notice to you in the event that any of the following conditions occur:

- Overdrafts occur as result of insufficient available funds on an account.
- Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
- Account delinquency with the Credit Union, including but not limited to, loans or credit cards.
- Forced closure of a share or share draft account at the Credit Union.
- Any other situation in which the Credit Union deems revocation to be in its best interest.

REGULATORY AUTHORITY

Notification of Regulatory Authorities: This EFT Agreement and the EFT services provided in this EFT Agreement are governed by Federal law and Michigan law. You may notify the State agency noted below of any violation of law.

The address of this agency is as follows:

Credit Union Division
Department of Insurance and Financial Services
P.O. Box 30224
Lansing, MI 48909

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Calling is the best way of keeping your possible losses down. You could lose all the money in your account and in any backup account. If you believe your card and/or code has been lost or stolen and you tell us within **2** business days after you learn of the loss or theft, you will have no liability if someone used your card and/or code without your permission.

If you do NOT tell us within **2** business days after you learn of the loss or theft of your card and/or code, under Regulation E, you could lose up to $500.00.

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Also, you may have unlimited liability if the unauthorized transaction is not reported within 60 days of when the unauthorized transaction was reported on a periodic statement.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Additional Limits on Liability for Debit Card, when used for point-of-sale transactions: You will not be liable for any unauthorized transactions using your Debit Card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of $50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard.

Contact in event of unauthorized transfer: If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the following telephone number or address:

DIVERSIFIED MEMBERS CREDIT UNION
1480 E. Jefferson Avenue
Detroit, MI 48207
Phone: (313) 568-5000 (Business Hours only)

For lost or stolen ATM Cards and Debit Cards call
TOLL FREE within the U.S. 1-888-241-2510 or COLLECT CALLS outside the U.S. 1-909-941-1398 at any time

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any)
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account open at least 30 days with us before the account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation by contacting us at the phone number or address shown on the first page of this disclosure.

We are **NOT** open for business on the following holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday (close at noon)
Memorial Day Weekend (closed Saturday – Monday)
Juneteenth
Independence Day
Labor Day Weekend (only Main/Novi drive thru open on Saturday until 1:00pm. Closed Monday)
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Eve (close at 1:00pm)
Christmas Day

Though these are our usually observed holidays, we reserve the right to change our Business Days, hours, and the days we are closed. Please check our web site at www.dmcu.com or call (313-568-5000) to see if any changes have been made since this document was provided to you.

Wire Transfer Agreement and Notification
(Uniform Commercial Code Article 4A)

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

Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire or other comparable payment system. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Federal Reserve Board Regulation J, Subpart B—Funds Transfers Through Fedwire. These regulations and state law are applicable to wire transfers involving your account.

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

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

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

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

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

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

FUNDS AVAILABILITY DISCLOSURE

This disclosure describes your ability to withdraw funds at Diversified Members Credit Union. It only applies to the availability of funds in transaction accounts. At the current time, the only accounts at Diversified Members Credit Union that are transaction accounts are Checking Accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for longer periods than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

GENERAL POLICY

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

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the day of your deposit. The first $275 of your deposits, however, may be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day, 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.

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If you will need the funds from a deposit right away, you should ask us when the funds will be available. 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 $6,725 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.

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 in a manner consistent with the "Longer Delays May Apply" portion of this Disclosure. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us in a manner consistent with the "Longer Delays May Apply" portion of this Disclosure. The funds in the other account would then not be available for withdrawal until the end of the time period that is described in this portion of the disclosure for the type of check that you deposited.

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 ninth business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you open a new account, the following special rules will apply during the first thirty (30) days your account is open unless every owner on the new account has been a member/customer of the Credit Union for at least 30 days.

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 $6,725 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available by the ninth (9th) 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 $6,725 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available by the ninth (9th) business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will be available on the fifth (5th) business day after the date of your deposit. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) that we do own or operate will be available on the second (2^{nd}) business day after the day of your deposit; however, a check drawn on the Treasury of the United States and deposited in an account held by a payee of the check will be made available on the business day after it is deposited. All ATMs that we own or operate are identified as our machines.

YOUR ABILITY TO WITHDRAW FUNDS FROM CHECKS DEPOSITED AT SERVICE CENTERS CORPORATION AND/OR SHARED BRANCH LOCATION FACILITIES.

Funds from checks you deposit at a Service Centers Corporation and/or shared branch location facility may not be available until the fifth business day after the day of deposit. Such deposits are subject to longer delays as discussed above.

Questions. In case you have any questions regarding our Funds Availability Policy, please contact us at (313) 568-5000.

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