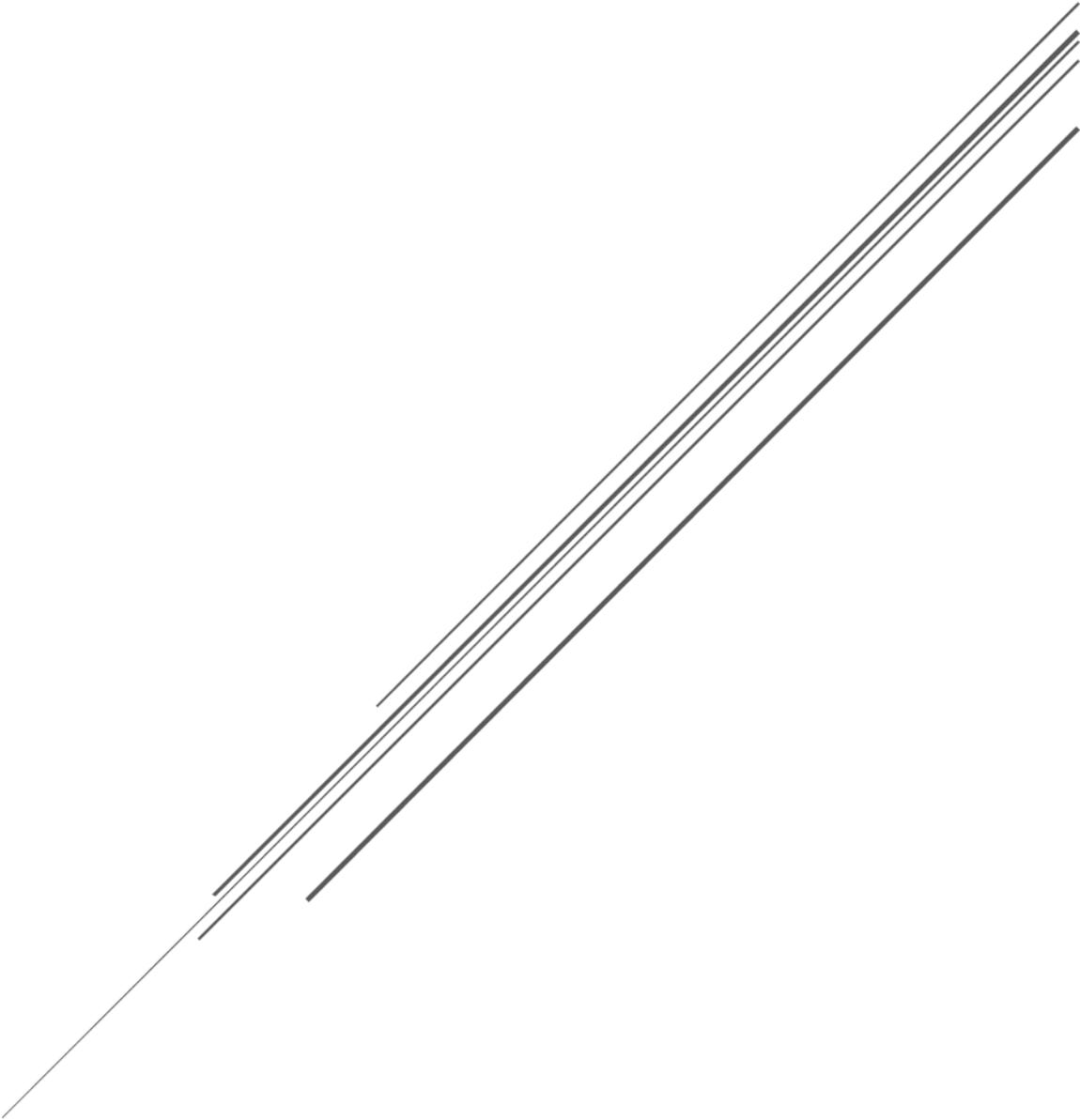


MEMBERSHIP AND ACCOUNT AGREEMENT AND DISCLOSURES



Options Credit Union

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Membership Account Agreement (effective 01/09)

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Options Credit Union (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs a Membership Application, Account Change Card, or any other account opening document (Account Card). The words "we," "us," and "our" mean the Credit Union. The word "account" means anyone (1) or more share or other accounts you have with the Credit Union. Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

Membership Eligibility - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

Individual Accounts - An individual account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

Joint Accounts - A joint account is an account owned by two (2) or more persons.

Rights of Survivorship. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means that when one (1) owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us 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 us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

POD/Trust Account Designations - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Upon the death of the last account owner, if there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship. We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

Accounts for Minors - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the 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 the change is authorized in writing by all account owners.

Uniform Transfers/Gifts to Minors Account - A Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The 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, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

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. We have no duty to inquire about the use or purpose of any transaction made by the agent.

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

Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, 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. If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

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

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

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

Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

Account Access

Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number, even if you do not authorize a particular transaction.

Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of

attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable or has been revoked.

Credit Union Examination. We may disregard any information on any check or draft 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.

ACH & Wire Transfers - Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic funds transfer by Wire. Wire transactions are subject to Federal Reserve Board Regulation J.

You may order an electronic funds transfer to or from your account. We will debit your account for the amount of the electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received.

Cutoff times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. If a request for a funds transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next funds transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction.

When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received.

You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

Account Rates and Fees - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

Transaction Limitations

Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy. We may refuse to allow a withdrawal in some situations and will advise you accordingly if:

- (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal);
- (2) a legal garnishment or attachment is served;
- (3) the account secures any obligation to us;
- (4) required documentation has not been presented; or

- (5) you fail to repay a credit union loan on time;
- (6) or we receive notice that you have engaged in illegal account activity or account activity that the credit union reasonably believes may cause a loss to the credit union.

We reserve the right to require written notice of your intent to withdraw funds from an account you have with us at least seven (7) calendar days and up to sixty (60) calendar days before the time you would like to make the withdrawal.

Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

Certificate Accounts - Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

Overdrafts

Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fees, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line of credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Fee Schedule.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

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

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

Debits- There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- (1) **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.

- (2) **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day from low to high dollar value.
- (3) **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- (4) **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received. The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

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

Understanding Your Account Balance. Your share draft account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at optionscreditunion.com, at an ATM, by visiting the credit union branch or by calling us at 303-860-1117.

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

Stop Payment Orders

Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft.

If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

Duration of Order. Oral stop payment orders for check or drafts will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

Credit Union Liability - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if:

- (1) your account contains insufficient funds for the transaction.
- (2) circumstances beyond our control prevent the transaction.
- (3) your loss is caused by you or another financial institution's negligence; or
- (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

Checks or Drafts Presented for Payment in Person - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment.

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

Pledge/Statutory Lien - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The

statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

Legal Process - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

Account Information - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when:

- (1) it is necessary to complete a transaction.
- (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law.
- (3) such disclosure complies with the law or a government agency or court order; or
- (4) if you give us written permission.

Notices

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

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

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

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

Taxpayer Identification Number and Backup Withholding - Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

Statements

Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

Inactive Accounts - If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the

Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

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

Termination of Account - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if:

- (1) there is a change in owners or authorized signers.
- (2) there has been a forgery or fraud reported or committed involving your account.
- (3) there is a dispute as to the ownership of the account or of the funds in the account.
- (4) any checks or drafts are lost or stolen.
- (5) if there are excessive returned unpaid items not covered by an overdraft protection plan.
- (6) there has been any misrepresentation or any other abuse of any of your accounts; or
- (7) we reasonably deem it necessary to prevent a loss to us.

You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

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

Death of Account Owner - We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

Unlawful Internet Gambling and Other Illegal Activities - You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

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

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

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

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

Truth in Savings Disclosure (effective 02/23)

The following disclosures contain important information on the terms and conditions of any account or accounts that you may have with us and are provided as required by the Truth-In-Savings Act.

Regular Shares (Savings)

Rate Information-Variable rate account. The dividend rate and annual percentage yield may change quarterly, as determined by the Credit Union's Board of Directors.

Compounding and Crediting-Dividends will be compounded and credited every quarter.

Dividend Period-For this account type, the dividend period is quarterly, 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. The dividend declaration date is the last day of the dividend period and for the example above is March 31.

Minimum Balance Requirement-The minimum balance required to open and maintain this account is \$5.00. The minimum average daily balance required to earn the disclosed annual percentage yield is \$5.00. If any portion of the minimum balance required to maintain the account is withdrawn, we may revoke your membership.

Average Daily Balance Computation Method-Dividends are calculated by the average daily balance method which applies a daily periodic rate to the average balance in the account each day. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

Account Limitations- Only the primary member may close the account.

Par value of a share-The par value of a share in this account is \$5.00.

Christmas Club and Special Savings

Rate Information-Variable rate account. The dividend rate and annual percentage yield may change quarterly, as determined by the Credit Union's Board of Directors.

Compounding and Crediting-Dividends will be compounded and credited every quarter.

Dividend Period-For this account type, the dividend period is quarterly, 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. The dividend declaration date is the last day of the dividend period and for the example above is March 31.

Minimum Balance Requirement-No minimum balance is required to open and maintain this account.

Average Daily Balance Computation Method-Dividends are calculated by the average daily balance method which applies a daily periodic rate to the average balance in the account each day. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

Checking Accounts (Share Drafts)

Rate Information-No interest is paid on this account.

Minimum Balance Requirement-There is no minimum balance required to open and maintain this account.

Simply Better Business Checking Accounts

Rate Information-No interest is paid on this account.

Minimum Balance Requirements-The minimum balance required to open this account is \$25.00. The minimum average daily balance required to maintain this account without being imposed a fee is \$500.

Average Daily Balance Computation Method-The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

Interest Options Business Checking Accounts

Rate Information- Variable rate account. The interest rate and annual percentage yield may change monthly, as determined by the Credit Union's Board of Directors

Compounding and Crediting-Interest will be compounded and credited every month.

Interest Period-For this account type, the interest period is monthly, for example, the beginning date of the first interest period of the calendar year is January 1, and the ending date of such interest period is January 31. All other interest periods follow this same pattern of dates. The interest declaration date is the last day of the interest period and for the example above is January 31.

Minimum Balance Requirements-The minimum balance required to open this account is \$100.00. The minimum average daily balance required to maintain this account without being imposed a fee is \$5,000. The minimum average daily balance required to earn the disclosed annual percentage yield is \$25,000.

Average Daily Balance Computation Method- Interest is calculated by the average daily balance method which applies a daily periodic rate to the average balance in the account each day. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

COLTAF Accounts

Rate Information- Variable rate account. The interest rate and annual percentage yield may change monthly, as determined by the Credit Union's Board of Directors

Compounding and Crediting- Interest will be paid each month directly to the Legal Aid Foundation.

Interest Period- For this account type, the interest period is monthly, for example, the beginning date of the first interest period of the calendar year is January 1, and the ending date of such interest period is January 31. All other interest periods follow this same pattern of dates. The interest declaration date is the last day of the interest period and for the example above is January 31.

Minimum Balance Requirements- There is no minimum balance requirement for this account.

Average Daily Balance Computation Method- Interest is calculated by the average daily balance method which applies a daily periodic rate to the average balance in the account each day. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

Account Limitations- This account is limited to practicing Attorney's in the State of Colorado, cannot be used for transfers, or as an overdraft protection account.

Money Market Accounts

Rate Information- Tiered variable rate account. The interest rate and annual percentage yield may change at any time, as determined by the Credit Union's Board of Directors

Compounding and Crediting- Interest will be compounded and credited every month.

Interest Period- For this account type, the interest period is monthly, for example, the beginning date of the first interest period of the calendar year is January 1, and the ending date of such interest period is January 31. All other interest periods follow this same pattern of dates. The interest declaration date is the last day of the interest period and for the example above is January 31.

Minimum Balance Requirements- The minimum balance required to open and maintain this account is \$2,500.00. You must maintain a minimum average daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

Average Daily Balance Computation Method- Interest is calculated by the average daily balance method which applies a daily periodic rate to the average balance in the account each day. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

High Yield Options Accounts

Rate Information- Tiered variable rate account. The interest rate and annual percentage yield may change at any time, as determined by the Credit Union's Board of Directors

Compounding and Crediting- Interest will be compounded and credited every month.

Interest Period- For this account type, the interest period is monthly, for example, the beginning date of the first interest period of the calendar year is January 1, and the ending date of such interest period is January 31. All other interest periods follow this same pattern of dates. The interest declaration date is the last day of the interest period and for the example above is January 31.

Minimum Balance Requirements- The minimum balance required to open and maintain this account is \$10,000. You must maintain a minimum average daily balance of \$10,000 in your account each day to obtain the disclosed annual percentage yield.

Average Daily Balance Computation Method- Interest is calculated by the average daily balance method which applies a daily periodic rate to the average balance in the account each day. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

Account Limitations- During any month, you may not make more than one withdrawal or transfer to another credit union account of yours or to a third party. If you exceed the transfer limitations set forth above, your account may be subject to a penalty fee as published in the current fee schedule. There is a \$250,000 maximum balance allowed in this account.

Certificate Accounts

Rate Information-Fixed rate. The Interest Rate and Annual Percentage Yield are fixed and will be in effect for the initial term of the account. The Annual Percentage Yield is based on an assumption that interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings.

Compounding and Crediting-Interest will be compounded and credited monthly.

Interest Period-For this account type, the interest period will be the accounts term. The interest period begins on the first day of the term, paid monthly each subsequent month, and ends on the maturity date.

Minimum Balance Requirement-An initial deposit and minimum balance are required to open and maintain a certificate account. Certificates are available in varying amounts, rates, and terms. Please refer to the current rate schedule for currently offered terms available.

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

Maturity- Your account will mature as stated on your account receipt based on the term you selected.

Account Limitations-After your account is opened you may only make withdrawals of principal subject to early withdrawal penalties as stated below. We may, however, require you to close the certificate. Withdrawals of interest credited to the account may be made without penalty. You may not make additional deposits to the account.

Early Withdrawal Penalty-We may impose a penalty if you withdraw from your account before the maturity date. The amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of 12 months or less	90 day's interest
Terms of longer than 12 months	180 day's interest

How the Penalty Works-The penalty is calculated as a forfeiture of part of the interest that has been or would be earned on the account. It applies whether or not the interest has been earned. In other words, if the account has not yet earned enough interest or if the interest has already been paid, the penalty will be deducted from the principal.

Exceptions to Early Withdrawal Penalties- At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

(1) When the account owner dies or is determined legally incompetent by a court or other body of jurisdiction.

(2) Where the account is a Traditional Individual Retirement Account (IRA) and the owner is receiving the required minimum distribution.

Renewal Policy- All accounts will automatically renew for another term unless otherwise stated in the advertisement for special rates. You have a grace period of (10) days after maturity in which to withdraw the funds in the account without being charged an early withdrawal penalty. Interest will be paid until the account is closed or transferred to another account of yours. For accounts that do not automatically renew for another term, the account balance will be paid to you by check or transferred to another account of yours upon maturity.

Nontransferable/Nonnegotiable- Your account is nontransferable and nonnegotiable.

Common Features

Bylaw Requirements-You must complete payment of one share in your Regular Shares account as a condition of admission to membership.

Rate Information-The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend/interest rate and frequency of compounding for an annual period. Refer to the regularly published rate schedule for current rate.

Transaction Limitation- We reserve the right to at any time require not less than 60 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Reg. D

Nature of Dividends- Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund to at least \$250,000.

Accrual of Dividends-Dividends, or interest, will begin to accrue on the business day you place cash or non-cash deposits (for example, checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

Fees and Charges-See the current published fee schedule for all fees and charges subject to these accounts.

Funds Availability (effective 05/23)

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

Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits, made in person directly to a credit union employee, available to you on the business day we receive your deposit. Electronic direct deposits will be available on the day the transaction is posted. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. If deposited funds are unavailable to you on any given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. We reserve the right to refuse an item for deposit or encashment.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. A deposit made before 2pm MST on a business day that we are open is considered deposited that day. However, if you make a deposit after 2 pm MST, or on a day we are not open, is considered deposited on the next business day.

Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second 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 same 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 next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply

Depending on the type of check that you deposited, funds may not be available until the 2nd business day after the day of deposit. In these cases, the first \$225 of the deposit will be available on the next business day. In addition, funds you deposit by check may be delayed for up to the 7th business day after the day of deposit if:

- If we have reasonable belief a check you deposited will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

Deposits at ATMs and Shared Service Centers – Funds from any deposits (cash or checks) made at automated teller machines (ATMs) and Credit Union Service Centers that we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply to ATMs we may own or operate.

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first thirty (30) days your account is open. Funds from cash, checks drawn on the Credit Union, wire transfers and electronic direct deposits to your account will be available on the day we receive the deposit. The first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's checks, and federal, state, and local government checks will be available on the next business day we receive your deposit if it meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the 9th business day after the day of deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to a Credit Union employee, the first \$5,525.00 will not be available until the 2nd business day after the day of deposit. Funds from all other check deposits will be available on the 9th business day after the day of deposit.