BUSINESS ACCOUNT AGREEMENTS

This Booklet Contains:

- Business Membership and Account Information
- Funds Availability Policy
- Electronic Funds Transfer Services
- Rules Regarding Certain Funds Transfers

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KEEP THIS BOOKLET FOR YOUR RECORDS

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The Business Membership and Business Account Agreements (Agreements) are the contracts governing your rights and obligations when using your Account offered by BECU. Please read this booklet carefully and retain it for your records.

I. BUSINESS MEMBERSHIP AND ACCOUNT INFORMATION

1. General

Boeing Employees' Credit Union (BECU) is a cooperative society organized as a corporation for the purposes of promoting thrift among its members and creating a source of credit for them. As a Washington State-chartered credit union, BECU is authorized to issue credit union shares to, and receive deposits from, its members. In the Business Account Agreements, references to Share Accounts are to the traditional credit union share relationship and references to Deposit Accounts are to the kind of deposit relationship that typically exists with financial institutions that are not credit unions. Like other credit unions, BECU pays "dividends" on its Share Accounts.

The amount of any dividend is determined from time to time by BECU's Board of Directors and may depend on BECU's available income.

BECU, like financial institutions, generally pays "interest" on its Deposit Accounts. The rate of interest to be paid on a deposit is contractually determined. This is usually established at the time the deposit is made and the interest rate is shown on the receipt for the Deposit Account. Details about the interest or dividend rates for

BECU accounts and Truth-in-Savings disclosures concerning yields are set forth in the BECU Business Account Disclosure.

BECU offers the following accounts:

SHARE ACCOUNTS	DEPOSIT ACCOUNTS
Business Savings Accounts	Business Certificate of Deposit Accounts
-	Business Checking Accounts
-	Business Money Market Accounts

Additional Accounts may be described from time to time in the BECU Business Account Disclosure. The Business Account Agreements use the term "Account" or "Business Member Account" to mean each of your Share and Accounts when the rules are the same for each.

2. 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 the following information:

- Government issued documentation that identifies each person who opens any new Account or has some level of access on the Account.
- Documentation showing that the person opening the Account is authorized to act on behalf of the Business.
- Documentation that identifies all Business Owners and a person with significant responsibility for managing the business.
- Proper entity documentation based on your particular Business structure as requested by BECU.

What this means for you: When you open an Account, we will ask for the following information for the person opening the Account, all Business Owners with an ownership interest of 25% or greater, a Control Person and anyone who will have some level of access to the Account: name, address, date of birth, and other information that will allow us to identify the individual. We may also ask to see a government-issued ID (such as a driver's license or other identifying documents).

By signing the Business Membership Application form (or other Account documentation) that is a part of the Business Account Agreements, and by providing valid business entity documentation if requested by BECU, by providing a valid picture identification (e.g., current driver's license, military identification, passport, current

school identification), or by accessing any BECU Account or using an access device subject to the Agreements, you, jointly and severally, agree to all terms and conditions in or delivered in connection with the Business Account Agreements, including but not limited to the BECU Business Account Disclosure, the Funds Availability Policy, the Electronic Funds Transfer Disclosure Statement and Agreement, and BECU's bylaws and policies, all as amended from time to time (and all of which are incorporated into the Business Account Agreements).

Some accounts (e.g., Certificates of Deposit and Money Market Accounts) are also subject to additional rules that will be supplied upon opening those accounts. Other agreements you have with us (e.g., loan or credit card agreements) may also govern or restrict your rights under the Business Account Agreements. You also agree that additional accounts and services you request in the future will be governed by the Business Account Agreements, as amended from time to time.

3. Definitions

You, Your: Each person or entity, individually and collectively, who signs a Business Membership Application form (or other Account documentation) as a Business Owner, or Authorized Signer, Agent, or other authorized user of an Account, and each person who has signed any previous version of a BECU Account signature card or enrollment form. You, Your also includes Business Member.

We, Us, Our: BECU.

Account: Any and all accounts you have, or will have, with BECU, including but not limited to the accounts described below, and any other accounts that incorporate provisions of the Business Account Agreements (or other Account documentation).

Available Balance: The Current Balance (i) minus any pending electronic transactions yet to be debited, posted, or settled in your Account including but not limited to authorized pending payment transactions, Point of Sale (POS) Transactions, and merchant payment authorizations; plus (ii) any deposits that we have made available to you even though we have not yet received good funds (i.e., When we give you access to funds from a deposited check even though we have not yet received funds from the financial institution on which the check is drawn). For example, when you present your Debit Card to a merchant, the merchant generally will ask us to authorize the transaction. If we provide this authorization, usually a temporary merchant payment authorization hold is placed on your funds equal to the amount of the transaction and this amount will not be included in your Available Balance. Also, some merchants, like hotels and rental car companies, will create an authorized pending transaction and place a temporary merchant payment authorization hold on your Account equal to or greater than the amount of the transaction in an attempt to ensure sufficient available funds will be in your Account when you make final payment (e.g., When you check out of the hotel or return the rental car). The amount of this temporary merchant payment authorization hold also will not be included in your Available Balance. Your Available Balance does not reflect any check you have written against your Account that has not yet been presented for payment, honored and paid.

Your Available Balance is based on your Current Balance **less**:

Holds placed on deposits. For example, when we place a 5 day Large Item Exception hold on $275 of your $7000 check you deposit to your checking Account, that $275 placed on hold is not available for you to spend (and not displayed in your Available Balance) until we remove the 5 day hold.

Holds placed on Debit Card or any electronic transactions that have been authorized but are pending and not yet posted to your Account. For example: when you use your Debit Card at a gas station and the gas station creates an authorized pending payment transaction and places a 3day $75 temporary merchant payment authorization hold on your funds. That $75 placed on hold is not available for you to spend (and not displayed in your Available Balance) until the gas station posts the pending payment transaction and/or removes the hold, or the hold is dropped from your Account.

Any other holds placed on funds in your Accounts such as but not limited to holds related to pledges of Account funds, minimum balance requirements, or to comply with court orders or other legal processes. For example, whenever a hold is placed on your funds, those funds on hold are not available for you to spend (and are not displayed in your Available Balance until the hold is released).

Business Member (Tax Owner): The BECU Business Member whose Tax Identification Number (TIN) is used on the Account for reporting interest income to the Internal Revenue Service (IRS) and for which BECU has obtained a signed Business Membership Application form (or other Account documentation).

Business Membership Application form: The Business Membership Application means Business Membership Application – Sole Proprietor or Business Membership Application – Legal Entity (or any future form substituted by us), as amended from time to time. These enrollment forms for membership and Account privileges are signed by the person applying for membership, all Business Owners with 25% or more ownership interest and Authorized Signers.

Business Owner: A party who has ownership interest in the Business and legal liability for the Business Member Account.

Control Person: An individual who has significant responsibility for management of the business. A Control

Person has no legal liability unless they are also a Business Owner.

Current Balance: The actual amount of funds in your Account and not necessarily the amount available for transactions. Funds from deposits are added to your Current Balance when you deposit them, but if the deposits are on hold they will not be available for transactions, and will not be reflected in your Available Balance. Your Current Balance does not reflect authorized pending payment transactions, POS Transactions, temporary merchant payment authorization holds or deposits on hold. Your Current Balance only reflects payment transactions that have actually posted to your Account. Funds are deducted from your Current Balance when the authorized pending payment transaction posts to your Account and the funds are actually paid out. Not all of the money in your Current Balance will be available for transactions, and it may be a different amount than your Available Balance, if your Account has authorized pending payment transactions, POS Transactions or temporary merchant payment authorization holds or deposits on hold. See the definition of Available Balance in section 3. Definitions for more information.

Authorized Signer: A party who may perform transactions on a Business Member Account and has no legal liability for the Account unless the party is also a Business Owner.

Agent: A party who may view information about and perform certain limited transactions on a Business Member Account and has no legal liability on the Account.

Non-Authorized Agent: A party who may view information about a Business Member Account and has no legal liability on the Account.

ATM: Automated teller machine.

ATM card: A card that may be used at ATMs to access your Savings and Checking Accounts that may allow authorized individuals to make cash withdrawals, deposits, and transfers and to obtain balance information. ATM cards do not work for making purchases from merchants.

Deposit Only ATM Card: A card that may be used at ATMs only for making deposits to your Checking and Savings Accounts.

Debit card: A card that may be used by authorized individuals at an ATM to access your Checking and Savings Account to make cash withdrawals, deposits, and transfers and to obtain balance information. Debit cards have either a Mastercard or Visa logo on the front and may be used by authorized individuals to make purchases from participating merchants.

4. Membership Eligibility

To be eligible for Business Membership at BECU, you must be a sole proprietorship, association or business entity qualifying within BECU's field of membership, and meet all regulatory, legal, and BECU internal requirements applicable to Account opening. You must also open and maintain a Business Member Share Savings Account. Any minimum-balance requirement is set forth in the BECU Business Account Disclosure.

5. Accounts for Different Types of Businesses

You agree that when you set up a Business Member Account, you have instructed us as to the proper title of each Share or Deposit Account and that we assume no legal responsibility to inform you as to how the creation of one of these Accounts affects your legal and insurable interests. If you have any questions as to the legal effect of any of these Accounts, you will consult with your lawyer and bear the sole responsibility as to the legal effect of the creation of the Account or how we maintained it.

a. Sole Proprietorship Accounts

A Sole Proprietorship Account is a Business Member Account with only one owner (i.e., a single individual or married spouses) and may be established using either the individual's tax ID or the tax ID of the Business Member.

b. Corporation, Partnership, LLC, or LLP Accounts

Corporation, Partnership, LLC, or LLP Accounts are opened in the name of and owned by the separate business entity. If the entity has a separate tax ID, the tax ID of the Business Member will be used on the Account. To establish membership, all Business Owners with 25% or more ownership interest must sign the

Business Membership Application form.

6. Exclusive Rights of Business Owner and or Control Person

We may require that any changes to Accounts be made in a written form acceptable to BECU, which, upon execution, will be controlling. Only all Business Owners acting together, or the Control Person if there are no Business Owners, may do the following, with the proper documentation and indemnification by the Business Member:

a. Add or remove Business Owners, or Authorized Signers from any of your Accounts;

b. Pledge or assign any Account for any authorized loan(s) from BECU (including but not limited to credit extended under credit cards), even if the loan is not made to the Business Member;

c. Change the name of the Business Member on our Account records.

7. Exclusive Rights of the Authorized Signer

The Authorized Signer will have the authority to act on behalf of the business and to transact on all of your business accounts unless otherwise designated. WE MAY ACCEPT ANY ORDER AND INSTRUCTION REGARDING AN ACCOUNT ON WHICH THE INDIVIDUAL HAS AN AUTHORIZED SIGNER ROLE, AND ANY REQUEST FOR FUTURE SERVICES FROM ANY SUCH AUTHORIZED SIGNERS WITHOUT THE CONSENT OF OR NOTICE TO ANY BUSINESS OWNERS OR OTHER AUTHORIZED SIGNERS. We may require that any changes to Accounts be made in a written form acceptable to BECU, which, upon execution, will be controlling. Only an Authorized Signer may do the following, with the proper documentation and indemnification by the Business Member:

a. Add or remove Agents, and Non-Authorized Agents from any of your Accounts on which the Authorized Signer has an Authorized Signer role;

b. After satisfying all obligations that require continuing membership, close the Business Member Share Savings Account and terminate the Business's membership if the Authorized Signer has an Authorized Signer role on such Account;

c. Instruct BECU to change the Account or line of credit linked to your Checking Account for purposes of NSF/ Overdraft Protection Linked Account transfers in accordance with section 16 below.

d. Close any Account on which they have an Authorized Signer role;

e. Open any new Account, provided the Authorized Signer has the Authorized Signer role on all of the Business Member's existing Accounts;

f. Supply endorsements on any items drawn on any Account on which the Authorized Signer has an Authorized Signer role;

g. Withdrawing funds even if the withdrawal causes a negative balance in the Accounts.

h. Write checks on any Account on which the Authorized Signer has an Authorized Signer role;

i. Access any of the Business Member's Accounts with an ATM or Debit card or other access device even if such transactions cause a negative balance in the Accounts;

j. Access to Online Banking and Mobile Banking Account information provided that the Authorized Signer has the Authorized Signer role on all of the Business Member's Accounts. An Authorized Signer will not have access to Online and Mobile Banking Account information if the Authorized Signer has the Authorized Signer role on less than all of the Business Member's Accounts;

k. Provided that the Authorized Signer has the Authorized Signer role on all of the Business Member's Accounts: change the address or phone number, add or remove a DBA, open or close ancillary Account products;

l. Maintain Accounts on which the Authorized Signer has the Authorized Signer role. Such maintenance may include placing or cancelling a stop payment, requesting or cancelling debit or ATM cards, ordering checks or changing account type, filing claims or disputes related to the Account.

8. Rights of Agents

WE MAY ACCEPT ORDERS AND INSTRUCTIONS REGARDING ACCOUNTS ON WHICH THE INDIVIDUAL HAS AN AGENT ROLE WITHOUT THE CONSENT OF OR NOTICE TO ANY BUSINESS OWNERS OR AUTHORIZED SIGNERS. We may require orders and instructions be made in a written form acceptable to

BECU, which, upon execution, will be controlling. An Agent may give the following orders and instructions, with the proper documentation and indemnification by the Business Member:

a. Remove the Agent's own name from any Account;

b. Transfer funds between your Accounts at BECU on which the Agent has an Agent role:

c. Review Account transactions through Online Banking, Mobile Banking and Telephone Banking services on any Accounts on which the Agent has an Agent role.

9. Rights of Non-Authorized Agents

A Non-Authorized Agent may:

a. Remove the person's own name from any Account;

b. Review Account transactions through Online Banking, Mobile Banking and Telephone Banking services on any Accounts on which the Non- Authorized Agent has an Non- Authorized Agent role.

10. Business Member and Business Owner Liability

If any check is deposited to your Account and then returned unpaid to BECU from the paying financial institution for any reason whatsoever, the amount of the check may be deducted from your Account and the Business Member and Business Owner(s) will be liable (jointly and severally) to BECU for any resulting negative balance in your Account. Likewise, if any transfer or credit is made to your Account and the transfer or credit was fraudulent, unauthorized, or invalid in any way whatsoever, BECU may deduct the amount of the transfer or deposit from your Account. The Business Member and Business Owner(s) will be liable (jointly and severally) to BECU for any resulting negative balance in your Account regardless of the reason for the negative balance and regardless of who created the overdraft, cashed the check, delivered the check for credit to your Account, or caused the negative balance in your Account, directed the credit to or debit from your Account, or benefited from the transaction. If a Business Member is indebted to BECU such that we have a lien against or may offset an Account of that Business Member or Business Owner, you agree that we may enforce our rights against any or all funds in the Account(s) regardless of who owes the debt or contributed to the Account.

11. Account Types

a. Business Member Share Savings

The Business Member Share Savings Account is subject to the same restrictions that apply to all Business Savings Accounts. The Business Member Share Savings Account is the Account that must remain open for continued Business membership eligibility. Any minimum-balance requirement is set forth in the BECU Business Account Disclosure.

b. Business Savings Accounts

BECU reserves the right to require 90 days' prior written notice of any intended withdrawal from any Savings Account or a longer period that the Washington Director of Financial Institutions may authorize. Business Savings Accounts are non-transaction Accounts. The rates and fees are set forth in the BECU Business Account Disclosure. Any restrictions on the timing or number of withdrawals will be set forth in the BECU Business Account Disclosure.

c. Business Money Market Accounts

A Business Money Market Account is a Savings Account for which a higher interest rate may be available if a certain minimum balance is maintained. The rates and fees are set forth in the BECU Business Account Disclosure. The Business Money Market Account is subject to the same restrictions that apply to all Business Savings Accounts.

d. Business Checking Accounts

A Business Checking Account is a transaction account without restrictions on timing or number of withdrawals that apply to Savings Accounts. The rates and fees are set forth in the BECU Business Account Disclosure.

Unless modified by other Agreements you have with us, you agree that the following applies to your Business Checking Accounts:

1. We are authorized to pay any check or other item that creates an overdraft, any returned item, and all charges associated with overdrafts or returned items by making advances from any BECU account for which you authorized overdraft protection, by transferring funds from that account, and we have no obligation to, but we may, pay an item, causing the Account to go negative, all in accordance with the "NSF, Overdraft, and Linked Accounts" section in the Agreements;

2. We are authorized in the Agreements to reimburse all clearing institutions for the amount of items and to charge the same against the Account designated on an item;
3. We process and pay checks that you write from your Account in the order they are presented to us for payment. We arrange your checks that we receive from the Federal Reserve Bank for payment from smallest dollar amount to largest dollar amount. We do this to minimize the number of transactions that may trigger NSF fees;
4. We will process debit and credit Automatic Clearing House ("ACH") transactions throughout the day, in the order they are received in our processing center. Therefore, if an Account withdrawal or debit transaction is processed in the morning and it exceeds your available Account balance at that time, you may be charged a non-sufficient funds (NSF) fee, even if a deposit or credit transaction occurring later that day raises your available balance above $0.00. We may receive multiple credit or debit transactions on your Accounts in many different forms throughout each day. The best way to know how much money you have available to spend, and to avoid paying NSF fees, is to record and track all your transactions closely;
5. We will credit items delivered to us only subject to final settlement and applicable law;
6. We have no obligation to, but we may, pay antedated checks, or checks that are stale-dated (more than six months old), without notice to you, and we may deem the date on such a check to be the date on which the check is presented to us;
7. We may pay postdated checks early unless you give contrary notice complying with applicable law; and
8. Except for willful misconduct and subject to applicable law, we are not liable for any action taken regarding the payment or nonpayment of an item.

e. Certificate of Deposit Accounts

A Certificate of Deposit is a Deposit Account on which we agree to pay a stated rate of interest for a stated period. Early-withdrawal penalties may apply. The rates and fees are set forth in the BECU Business Account Disclosure. BECU's Certificates of Deposit are not negotiable and are not instruments; all certificates are evidenced by Account information disclosed on your monthly statements. Except as stated in any separate Certificate of Deposit receipt or disclosures, Certificate of Deposit Accounts are governed by the terms of the Agreements as well as the terms set forth in the receipt or disclosures, and these terms are incorporated in this Agreement by reference.

12. Requirements for Delivery of Funds for Shares and Deposits

Cash, checks, or other items may be presented for deposit at any BECU financial center, at any designated ATM, or at another location that we may specify from time to time. We reserve the right to reject any items presented that require special handling or processing or that exceed any maximum for deposits or share issuance set by BECU. Funds may be delivered for deposit by electronic funds transfer (EFT) or wire transfer as described in the Business Membership and Business Account Agreements.

a. Endorsements

You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for the Business Member's Accounts if they are made payable to, or to the order of, the Business Member or its DBA as reflected on BECU account records, whether or not they are endorsed by an authorized representative of the Business Member. You authorize BECU to supply missing endorsements if BECU so chooses. You warrant that when you or any of your representatives delivers or presents items to the Business Member's Accounts, all prior endorsements on any item are genuine. BECU reserves the right (but is not required) to verify all endorsements on checks presented for deposit either in person or by comparison with signature files. Insurance, government, and certain other checks or drafts must be endorsed exactly as they are made payable, and we reserve the right to require endorsement in person. An endorsement must be placed in the space on the back of the check between the top edge and 1½ inches from the top edge. We may accept for deposit drafts and checks with endorsements outside this space or drafts and checks without endorsement, at our option. But if any endorsement (or lack of endorsement) causes any delay in processing the item for payment, you will be responsible for any loss incurred by BECU due to the delay. If any Magnetic Ink Character Recognition (MICR) information is provided on a check or other item, we may disregard any conflicting information on the item other than the signature of the drawer and the MICR information.

If any item that is deposited to your account lacks a special endorsement as required by any remote or mobile banking service, you will be liable for any loss associated with the deposit, the deposited item, or any subsequent deposit of the same item and we will debit your Account for the amount of the item plus any fees as disclosed in our BECU Business Account Disclosure.

b. Final Payment

All funds received (except cash) and posted to your Business Member Accounts are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge any account owned by the Business Member or, for a Sole Proprietorship, any personal account on which the Business Owner is a Primary Member or Joint Account Holder as defined in the agreements governing that account. We may also charge any BECU Business line of credit on which the Business Member is a guarantor, borrower, or co- borrower or, for a Sole Proprietorship, any personal line of credit on which the Business Owner is a guarantor, borrower, or co-borrower for the amount of those funds. In such instances, we may impose a fee on your Account as indicated in our BECU Business Account Disclosure. If you do not have sufficient funds in your Account or your Business or personal line of credit, or if you do not have a Business or personal line of credit, then the item will be submitted to collections. After we have received final payment, we refer to these items as collected items. If we incur any fee to collect an item, we may charge the fee to the Business Member's Account. We reserve the right to refuse or to return all or a part of any funds.

We may receive multiple credit or debit transactions on your Accounts in many different forms throughout each day. The best way to know how much money you have available to spend, and to avoid paying NSF fees, is to record and track all your transactions closely.

13. BECU Business Account Disclosure

The dividend or interest rate, Annual Percentage Yield, methods of compounding, accrual or crediting of the same, and other restrictions on your Accounts are set forth in the BECU Business Account Disclosure and are incorporated herein by this reference. The Business Account Agreements is provided to the Business Member when the signed Business Membership Application form is delivered to us, within 10 days of receiving the signed Business Membership Application form by mail, or upon request. Any use of an account constitutes your agreement to the terms of the BECU Business Account Disclosure and the Business Account Agreements.

14. Fees and Charges

The Business Member and all Business Owners agree to pay BECU the fees and charges set forth in the BECU Business Account Disclosure and any additional or substitute fees and charges imposed by BECU from time to time under the Business Account Agreements, under any amended BECU Business Account Disclosure, or under any other agreement between you and BECU. We may deduct all fees and charges from any Account, including any Business or personal line of credit, of the Business or any Business Owner, without prior notice. We may change the fee schedule in the BECU Business Account Disclosure at any time and will provide notice of the changes in the same way in which notice is provided for changes to the Business Account Agreements.

The Business Member and all Business Owners are liable for and agree to pay all of BECU's internal and external costs, collection, or other expenses we incur from your failure to follow this Business Account Agreements. All of these costs and expenses, such as collection and recovery costs, attorney fees, and court costs, including fees on any mediation, arbitration, appeal, bankruptcy proceedings, and post judgment collection actions, will be added to your current debt, and interest may be charged on them at the highest rate allowed by law. The Business Member and all Business Owners are liable for and agree to pay BECU's internal and external costs incurred from your deposit of a check payable in a foreign currency for which dollar credit has been given.

In addition to the preceding fees, the Business Member and all Business Owners jointly and severally agree to indemnify and defend BECU against and hold us harmless from any and all liabilities, losses, damages, or costs, including attorney fees (whether or not suit is brought), court costs, and other costs of litigation we may incur in connection with:

a. A garnishment, levy, attachment, or other investigation or claim of any nature by a third party against any of your Accounts, or any interpleader proceeding (interpleader fees could be incurred if we transferred funds to a court to hold until rights of claimants were determined);

b. Any dispute between BECU and any Business Member, Business Owner, or Authorized Signer, beneficiary, or other claimants to funds or regarding any Account transaction; and

c. Any proceeding or dispute concerning a power of attorney presented with respect to your Share and/or Deposit Accounts with BECU, or in any other matter involving BECU and your Account.

15. Account Access

a. Access Options

All authorized individuals may make withdrawals or transfers from your Account in any manner that we may now or hereafter permit from time to time (e.g., by check, through ATMs, by electronic means, in person, by

mail, by automatic transfer, or by telephone). If you make withdrawals by check, the check must be properly completed and signed by an authorized individual or your representative whose authority and signature are on file with us. BECU may return as unpaid any check that is not drawn in a form acceptable to us.

b. Transfers by Mail

A transfer or withdrawal by mail requires a signed written request by an authorized individual. Such a transaction will be posted to the Business Member's Account as of the day the transaction is processed at BECU.

c. Withdrawal Restrictions

We are not required to permit a withdrawal, honor any item, complete a POS transfer, or pay any other EFT, or ATM or debit transaction unless there is a sufficient Available Balance in your Account to cover the full amount of the transaction or you have sufficient Available Balance in a linked Account to cover the transaction as described in section "16. NSF, Overdrafts, and Linked Accounts". In our sole discretion, we may honor any item, in which case you agree to pay the non-sufficient funds ("NSF") fee set forth in the BECU Business Account Disclosure or instead we may return the item unpaid because of an insufficient Available Balance. If there is sufficient Available Balance to cover some but not all of your withdrawal orders or items, we may allow those withdrawals for which there is a sufficient Available Balance in any order. We may also refuse to allow a withdrawal whenever we are uncertain regarding who is entitled to funds or there is a claim of any nature against you or the Account, for example:

1. When there is a dispute between claimants for the funds in any Business Member's Share or Deposit Account;
2. If a writ of garnishment, writ of attachment, tax levy, or similar document is received;
3. When the Account has been pledged as collateral for a debt to BECU;
4. If any required documentation has not been presented; or
5. If you fail to repay any obligation due to BECU on time. Account Not Negotiable
6. All Accounts, including but not limited to Certificates of Deposit, are non-assignable to and nonnegotiable with third parties.

d. Cross-Account Transfers

You agree that:

1. If a Personal Identification Number (PIN) or authorization code is required for an access option, any authorized individuals with the correct PIN or authorization code may make withdrawals or transfers from your Business Member's Share or Deposit Accounts to any other accounts;
2. Once initiated by any authorized individuals, all completed transfers to a third party's account are final; and
3. BECU may cancel, at our discretion, any cross-account relationships you have authorized.

16. NSF, Overdraft, and Linked Accounts

We are not obligated to honor and pay any item or transaction presented for payment if your Account does not contain a sufficient Available Balance and we may only honor and pay an item or transaction presented for payment if your Account is covered by the Optional NSF Service for Deposit Accounts or the Available Balance of any linked account (NSF/Overdraft Protection Linked Account Option).

These services should not be viewed as an encouragement to overspend the Available Balance in your Account. As always, we encourage you to manage your finances responsibly.

A negative balance could occur in your Accounts in several ways, such as when:

a. There is not a sufficient Available Balance in your Account upon the payment of checks, posting of EFTs, or other withdrawal requests.

b. There is not a sufficient Available Balance in your Account upon posting payment orders or requests authorized by you.

c. There is not a sufficient Available Balance in your Account upon the return of unpaid items deposited to your Account.

d. There is not a sufficient Available Balance in your Account upon assessment of fees.

e. There is not a sufficient Available Balance in your Accounts due to funds not being available according to our Funds Availability Policy.

There is not a sufficient Available Balance in your Accounts upon posting of an electronic transaction even

though you had a sufficient Available Balance when the electronic transaction was authorized. For example, when you present your Debit Card to a merchant, the merchant generally will ask us to authorize the pending payment of an amount equal to or more than the amount you will owe to the merchant. If you have a sufficient Available Balance at that time, we will authorize the pending payment. The amount of this authorized pending payment will be deducted from your Available Balance but will not be deducted from your Current Balance until such time that the pending payment actually posts to your Account. However, posting of subsequent transactions can lower your Available Balance into an amount not sufficient to pay the authorized pending payment. When the merchant finally posts the authorized pending payment, the authorized pending payment posts as an overdraft because the intervening transactions caused a non-sufficient Available Balance in your Account.

Your Available Balance does not reflect any check you have written against your Account that has not yet been presented for payment, honored, and paid.

Our determination of your sufficient Available Balance may be made at any time between presentation of an item (or receipt or posting of an EFT, Online or Mobile Banking transaction, or ACH or Debit Card transaction) and our midnight deadline, with only one review of the Account required.

We are not obligated to honor and pay any item or transaction presented for payment if your Account does not contain a sufficient Available Balance or your Account is not covered by the Optional NSF Service for Deposit Accounts, or the Available Balance in any linked Account (NSF/Overdraft Protection Linked Account Option).

These services should not be viewed as an encouragement to overspend the Available Balance in your Account. As always, we encourage you to manage your finances responsibly.

a. Optional NSF Service for Deposit Accounts

If you maintain your Checking Account in good standing and are not in default or delinquent on any BECU Account, we may honor and pay items and transactions that will overdraw your Account and create a negative balance. You may opt out of this service at any time by oral request, or in writing. But you are responsible for any overdrawn and negative balances, including any fees, at the time of opting out. We may refuse to honor and pay an item or transaction that would overdraw your Account at any time, even though we may have previously honored and paid such items and transactions for you. You may be notified of any items and transactions honored and paid when your Account has a non-sufficient Available Balance. Additionally, you may be notified of items or transactions that are returned or rejected when your account has a non-sufficient Available Balance. But we have no obligation to notify you before we honor, pay, reject, or return any item or transaction. The overdrawn and the negative balance in your Account plus any fees are due and payable upon demand.

Each time an item or transaction is presented for payment and your Account does not contain a sufficient Available Balance, you may be charged an NSF fee as disclosed in the Account Disclosure if we honor and pay the item or transaction.

The Optional NSF Service for Deposit Accounts is a noncontractual service available to individually and jointly owned Accounts in good standing. We reserve the right to discontinue this service without prior notice.

If you prefer to opt out of this service, you can do so over the phone by calling us at **206-439-5700** or **800-704-8080**, by visiting us in person, or by mailing in your opt-out request to:

BECU
M/S 1086-2
P.O. Box 97050
Seattle, WA 98124

b. NSF/Overdraft Protection Linked Account Options

Your Checking Account may be linked to any of your Accounts including but not limited to your Line of Credit, Savings Account, or Money Market Account. If on any day the Available Balance in your Checking Account is not sufficient to cover checks and other items posted to your Account (including returned items, EFTs, Online or Mobile Banking transfers, ACH transfers, ATM withdrawals, and POS or other ATM or Debit Card transactions), you authorize us either to make an advance under your linked Line of Credit or to transfer funds from your linked Account to pay any deficiency. Transfers from the linked Account may help you avoid paying NSF fees.

Unless you advise us differently in writing or in person, transfers or advances for overdraft protection and other charges will be made first by charging your BECU Line(s) of Credit (if any) to the extent of available credit, and then by transferring funds (if any) from any other linked Account (unless the Account has been pledged as

collateral for a debt to BECU).

You agree to pay the fees and charges (if any) listed in the BECU Business Account Disclosure and in the terms of any security agreement for each transfer to your Checking Account under these NSF/Overdraft Protection Linked Account options.

1. Transfers from a Linked Line of Credit

All transfers from a linked Line of Credit must be made in $100.00 increments or the Available Balance, whichever is less. Charges to a Line of Credit may not exceed the credit available under the terms of the security agreement and we are not required to honor and pay items or transactions that would cause a negative balance in your Accounts:

a. If your right to further advances under the security agreement has been suspended or if the security agreement has been terminated.

b. After the occurrence of a default in the terms of the security agreement.

c. Whenever prohibited by the security agreement or any applicable law.

2. Transfers from a Linked Account

All transfers from your linked Account must be in exact dollar increments. Fees for transfers may be assessed as disclosed in the BECU Business Account Disclosure.

We are not required to transfer funds to your Checking Account if:

a. Any or all of your Accounts are subject to a writ of garnishment, writ of attachment, tax levy, or similar document.

b. There is a dispute between persons claiming an interest in the Account.

c. We are uncertain regarding who is entitled to funds in any Account you may have with us.

d. We terminate or suspend your Account as provided in the "Termination or Suspension of Account" section.

17. Stop-Payment Orders

a. Check Stop-Payment Request

An authorized individual may, upon timely and proper request, ask us to stop payment on a specific check or other item drawn upon the Business Member's Business Checking Account. Such a person may request a stop payment by telephone, by mail, or in person. The stop payment will be effective only if we receive the order in time for our employees to reasonably act on the order and only if the authorized individual provides the Account number, the check number, and its exact amount. If the authorized individual gives us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop-payment order is not received in time, we will not be liable to you or to any other party for payment of the item. If we recredit the Business Member's Account after paying an item over a valid and timely stop-payment order, you agree to sign a statement describing the dispute with the payee, to transfer to BECU all of the Business Member's rights against the payee or other holders of the item, and to assist us in legal action taken against the person.

b. Duration of Order

A check stop-payment order is effective for six months and will automatically terminate after six months unless an authorized individual notifies BECU before the six months expire. An authorized individual must notify BECU in writing to release any stop-payment order before the six months expire.

c. Liability

We may charge a fee for each stop-payment order as set forth in the BECU Business Account Disclosure. You may not stop payment on any certified check, teller's check, or other check, draft, or payment that is guaranteed by you or BECU. You should be aware that while payment of the item may be stopped, the Business Member and Business Owners may remain liable to any person, including BECU, who is a holder of the item, despite the stop-payment order.

d. Stop Payment of ATM/Debit Card or POS Transactions

You may not stop payment for any ATM/Debit card transaction or POS transfer once you have completed the transaction with the merchant.

e. Stop Payment of ACH Transactions

See the “EFT Services” section.

18. Postdated Checks

An authorized individual may, upon timely and proper request, ask us not to pay a postdated check or other item before the date of the item. The request may be made by telephone, by mail, or in person. The request will be effective if we receive the order in time for our employees or agents to reasonably act on the request and the request includes the Account number, the check number, and its exact amount. If we receive incorrect or incomplete information, we will not be responsible for paying the item. If we do not receive the request in time, we may charge the Business Member’s Account for the item even though payment is made before the date of the check. If we recredit the Account after paying an item early despite a valid and timely request to delay payment, you agree to sign a statement describing any dispute with the payee, to transfer to BECU all of the Business Member’s and any Business Owner’s rights against the payee or other holders of the item, and to assist us in legal action taken against the person.

19. Lost Items; Collection Agent Only; Charge Backs

In receiving items from you (e.g., for withdrawal, collection, deposit, or the issuance of shares), we act only as your agent and reserve the right to reverse any credit given for such items or to charge the Business Member’s Account for the items if they become lost in the collection process, are returned unpaid or are uncollectible for any other reason. Further, if your items are lost in the collection process, returned to us as unpaid, or are uncollectible for any other reason, you authorize us to charge back the amount of the item to your Account and if you previously closed your Account you authorize us to reopen your Account to process the charge back. You waive notice of dishonor on any item charged back to the Business Member’s Account. Such chargebacks may cause a negative balance in the Business Member’s Account.

20. Limitation on BECU’s Liability for Errors

Subject to applicable law, we will be liable only for the Business Member’s actual damages caused by our willful misconduct, not to exceed the amount of the transaction less lawful deductions. We will not be liable for any other losses or damages and will not be liable at all if:

- **a.** Through no willful misconduct of BECU, the Business Member’s Account does not contain enough money to make the transaction;
- **b.** Circumstances beyond our control prevent the transaction;
- **c.** The loss is caused by another financial institution; or
- **d.** The money in the Business Member’s Account is subject to garnishment, attachment, tax levy, legal process, or other claim.

In no event will we be liable for consequential, incidental, or punitive damages.

21. BECU Lien and Ability to Offset

BECU has a statutory lien on any or all funds in any of the Business Member’s or Business Owner’s Accounts at BECU, regardless of the source of the funds. We may apply the funds on which we have a lien to pay off any indebtedness of the Business Member (or the Business Owner if a Sole Proprietorship). You agree that we may offset against or deduct from any Account, including personal joint accounts, any amounts due or to become due to us by any Business Member (or Business Owner, if a Sole Proprietorship, including but not limited to account fees and loans or other debts, whether matured or not), even if the amount is not owed by all account holders on personal accounts. We may do so without prior notice to you. If we choose not to enforce our lien or exercise our offset rights, we do not waive our right to do so at a later time.

22. Obtaining and Providing Information about Accounts, Business Owners, and Authorized Signers

You authorize us to check Business and personal account records, credit, and employment history and to obtain a credit report from third parties, including credit reporting agencies, relating to any Business Owner, Authorized Signer, or other person authorized to transact on the Account in order to verify eligibility for the Accounts and services you request from time to time.

Upon your request, we will inform you of the name and address of each credit reporting agency from which BECU obtains a credit report in connection with the Business Member’s Account.

Please refer to our Privacy Notice for additional information regarding obtaining and providing information about

you and your Accounts.

23. Notices

a. Name or Address Changes

You agree to notify BECU upon a change of address or change of name for the Business Member, Business Owners, or any Authorized Signers. We are required to honor only items drawn on the Business Member name(s) listed on the Account and to attempt to communicate with you only at the most recent address for the Business Member shown in the Account records of BECU. We will accept a change-of-address notice that is signed and submitted by an authorized individual. We may, at our sole discretion, accept an oral notice of a change in address from an authorized individual.

b. General Notices, Correspondence, and Oral Communications

In the absence of a contrary request, we will send any notice, document, or correspondence regarding the Business Member's Accounts by mail to the Business Member at the last address in BECU's account records. You authorize us to update any address on the Account (at our option) with any address change received from the U.S. Postal Service. Notices may be included with an Account statement or in any BECU publications.

Notices and other documents made available to the Business Member are binding on the Business Member and all Business Owners even though not received by all Business Owners. The Business Member, each Business Owner, and each Authorized Signer specifically agree to keep all other Business Owners and Authorized Signers informed of such notices, account statements, and other documents. You agree that oral instructions provided by an authorized individual are binding on you if relied on by us and agree to defend BECU against and hold us harmless from any liability arising as a result of such instructions. You agree that our records of all transactions will govern in case of any dispute.

c. Notice of Amendments

Except as prohibited by applicable law, the terms of this Business Accounts Agreements and all fees and other agreements provided to you in connection with any Account are subject to change by us at any time. We may provide notice by mail at least 30 days before the change becomes effective, or as required by law. You agree to be bound by the change if an authorized individual uses or maintains the Account after the effective date of the change. You agree that if notice is given by mail, only one notice is necessary. Authorized individuals may terminate your Account before the effective date of any change.

d. Notice of Disputes

All communications concerning any disputed debts, including any check or instrument tendered as full satisfaction of a debt (including loans), are to be sent only to the attention of:

BECU, Credit Report Dispute
M/S 1082-2
P.O. Box 97050
Seattle, WA 98124

24. TINs and Backup Withholding

We are required by law to withhold and pay to the IRS a percentage of payments of dividends, interest, and other payments under certain conditions. This is called backup withholding. Your failure to furnish a correct TIN for the Business Member or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide an accurate TIN for the Business Member, we may suspend the Business Member's Account.

25. Statements

The Business Member will receive a periodic statement of all transactions and activity on the Account during the statement period; all Business Owners and Authorized Signers agree to stay informed about the Business Member's Account and to obtain all desired information from the statement recipient. All Account statements will be sent monthly, but no less than every three months. Transactions on the Business Member's Account, including any deposit, share issuance, withdrawal, transfer, payment of dividends, or interest and imposition of applicable fees, will appear on the Business Member's statement. You agree that the following information is sufficient to allow you to reasonably identify items paid and that we do not need to provide any other information in the statement except for the following: item number, amount, and date of payment.

You are responsible for examining each statement and any copy or record of your checks. You agree to carefully examine and reconcile each statement and report any irregularities to us.

You are also in the best position to discover unauthorized signatures or endorsements, or a material alteration of any check or other item. You agree to exercise reasonable care and promptness to examine each statement and item and to promptly notify us within 30 days of the statement mailing date of any forgery, alteration, or other problem. We are not liable for unauthorized or fraudulent items if you do not comply with the foregoing; we are also not liable for items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a signature stamp, or other equipment that can replicate a signature.

You agree that the Business Member's original checks will not be returned to you. Microfilm or image copies will be available (for seven years) upon your request without charge (for a certain quantity) or for a fee, as stated in the BECU Business Account Disclosure. You agree that our retention of checks does not alter or waive your responsibility to examine the Business Member's statements or the time limits for notifying us of any errors. The statement will be considered correct for all purposes, and we are not liable for any payment made or charge to the Business Member's Account unless you notify us in writing within 30 days after the statement mailing date.

26. Termination or Suspension of Account

We may suspend or terminate the Business Member's Account or remove any Authorized Signer from the Business Member's Accounts, or we may require you to close the Business Member's Accounts, and if applicable to the situation we may require you to close the Business Member's Accounts and require you to apply for new Accounts, all or any of which we may do at any time without notice to you if:

a. There is a change in the Business Member;

b. A forgery or fraud has been alleged or committed involving the Business Member's Account;

c. We become aware of any dispute or claim alleged with respect to the funds in transactions regarding, or ownership or other rights in or to, any Share or Deposit Account;

d. Any Account checks are lost or stolen;

e. There is an unacceptable number or amount of NSF/Overdrafts in the Account not covered by NSF/ Overdraft Protection and the Available Balance of a linked Account;

f. It appears that there has been or may be any misrepresentation or abuse of the Business Member's Account;

g. The Business Member (or Business Owner if a Sole Proprietorship) causes a loss to BECU;

h. Termination or suspension is required or allowed under our bylaws or applicable law; or

i. We determine that the Business Member or any Business Owner is participating in a restricted industry identified by BECU.

We have reason to believe you or any Authorized Signer or Business Owner or any individual who is authorized to act on behalf of the Business Member has violated or will violate the terms of our Code of Conduct as published on our website.

We have reason to suspect you or any Authorized Signer or Business Owner or any individual who is authorized to act on behalf of the Business Member has used or will use the Business Member's Accounts in such a way as to disguise the true purpose of the Business Member's Accounts.

Suspensions may take the form of a temporary or permanent "hold" or "freeze" on the Business Member's Accounts at any time at our own discretion. Account termination and closure may prevent the Business Member and or the Business Owner from opening new accounts in the future or from acting as an Authorized Signer or in any authorized capacity on any accounts in the future. We are not responsible for payment of any check, withdrawal, POS transfer, ATM/debit card transaction, ACH transaction, Online or Mobile Banking transaction, or other item once the Business Member's Account is suspended, terminated, or closed. If we terminate or close the Business Member's Account, we will mail to the Business Member all funds in the Account, less any obligations owed to BECU by the Business Member and any Business Owner. If we remove you from an Account on which you are an Authorized Signer or any individual who is authorized to act on behalf of the Business Member we may or may not provide you with notice and we may not allow you to be an Authorized Signer or an authorized individual in any capacity on any other account at any time in the future. You agree to use all Business Member's Accounts only in compliance with applicable law and to conduct your business with us in accordance with our Code of Conduct and that we may restrict or cancel services, remove you from Accounts or terminate and close Accounts if we have reason to believe any Authorized Signer, Business Owner, or any individual who is authorized to act on behalf of the Business Member is not doing so.

27. Termination of Membership

An authorized individual on behalf of the Business Member may terminate the Business Member's membership with BECU after giving written notice to withdraw from membership. We are not liable for payment on any check, withdrawal, or other item once the Business Member's membership is terminated. The Business Member may be expelled from membership for any reason allowed by our bylaws or applicable law, including causing a loss to BECU, or for any of the following reasons:

a. There is an unacceptable number or amount of NSF/Overdrafts not covered by NSF/Overdraft Protection or the Available Balance of a linked Account;

b. It appears that there has been or may be any violation of the BSA, or any misrepresentation regarding, or any abuse of, the Business Member's Account;

c. We determine that any Authorized Signer, Business Owner, or any individual who is authorized to act on behalf of the Business Member is not conforming to or conducting their business with us in accordance with our Code of Conduct;

d. We have reason to suspect that any Account Holder or Authorized Signer is participating in a restricted industry as identified by BECU; or

e. We have reason to suspect you or any Authorized Signer or Business Owner or any individual who is authorized to act on behalf of the Business Member has used or will use the Business Member's Accounts in such a way as to disguise the true purpose of the Business Member's Accounts.

28. Inactive and Abandoned Accounts

If for a period of time you fail to make a deposit to your Account, we reserve the right to close our Account, including your Business Member Share Savings Account, without giving notice to you. If for a period of 12 months on a Business Checking Account or for a period of 24 months on a Business Savings Account, Business Money Market, or a matured Business Certificate of Deposit Account there has been no deposit to, withdrawal or transfer from such Account, or if you have not contacted us regarding such Account either in person, over the phone, in writing, or by way of Online Banking, Mobile Banking, or ATM we may classify such Account as an Inactive Account and may charge an Inactive Account service fee as set forth in the BECU Business Account Disclosure. Thereafter, we may cease to pay interest or dividends on inactive accounts unless otherwise required by applicable law. We will notify you at the last address of the Business Member shown on our account records three months before imposing any fee. Accounts will continue to incur any monthly maintenance or other applicable fees until closed or terminated. You hereby authorize us to transfer available funds to cover these fees as necessary from the Business Member's Share or Deposit Accounts (or from the Business Owner's personal Share or Deposit Accounts, if a Sole Proprietorship). If the Business Member's Account becomes inactive and presumed abandoned as provided by applicable state law, any available funds in Share or Deposit Accounts will be turned over to the state in accordance with that state's law. Once funds have been turned over to the state, we have no further liability for those funds, and if you choose to reclaim them, you must apply to the appropriate state agency.

29. Death of a Business Owner or Dissolution of a Business Member

Upon the death of the Business Owner if a Sole Proprietorship, or dissolution of the Business Member, funds in the Business Member's Share and Deposit Accounts will be payable in accordance with applicable law. We may require the survivor or other claimant to produce certain documents before releasing funds. We may continue to honor all transfers, withdrawals, deposits, deliveries of funds to or from the Business Member's Account, and any other transactions on the Account until we learn of the death or dissolution. Once we learn of a death or dissolution, we may pay checks or honor other payments or transfer orders authorized by the decedent or Business Member for a period of 10 days unless we receive instructions from an authorized person to stop payment on the checks or other items. You agree that we can require anyone who claims funds in the Account after the Business Owner's death or dissolution of the Business Member to indemnify BECU for any losses resulting from honoring that claim.

30. Indemnity

If you ask us to follow 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 a bond or other protection. An example of the kind of protection asked for is a guarantee from an authorized individual to defend

BECU against and hold us harmless from any claims and pay all attorney fees and costs associated with the defense.

The Business Member and all Business Owners agree to indemnify BECU against and hold us harmless from all costs, including attorney fees, damages, and claims, related to BECU's actions if BECU is unable to post funds to an Account under certain circumstances, including but not limited to the following:

a. BECU closes the Account;

b. You or any payee or endorsee raises a claim regarding the Account; or

c. BECU fails to cancel or process an item as a result of incorrect information provided by you.

31. Waiver

Any waiver of any term or condition stated in the Business Account Agreements must be in writing and signed by an officer of BECU and will not be considered a waiver of any future or other obligation or right.

32. Severability

If any provision of the Business Account Agreements or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other provisions and portions will remain valid or enforceable and will continue in full force and effect.

33. Governing Law; Bylaws

The Business Account Agreements are governed by the bylaws of BECU, federal laws and regulations, the laws and regulations of the state of Washington, and local clearinghouse rules, all as amended from time to time. Any disputes regarding the Business Account Agreements must be brought in and are subject to the jurisdiction of a court in King County, Washington. You agree to be bound by all terms and conditions of our bylaws, as amended from time to time. Notwithstanding other provisions, you agree that changes in the bylaws are effective when approved by our Board of Directors, even if you do not receive prior notice.

All Accounts opened with BECU are subject to all applicable laws, including federal law and regulations of the National Credit Union Administration, the Consumer Financial Protection Bureau, and the Washington Financial Institutions Individual Account Deposit Act. In addition to our rights contained in the Business Account Agreements, we have all rights of a financial institution under that act and under all other applicable laws and regulations.

34. Enforcement

In addition to the other costs and fees due under the Business Account Agreements, the Business Member and each Business Owner agree to pay upon demand any costs and fees we incur in enforcing the Business Account Agreements, including but not limited to attorney fees and costs, including those incurred with or without suit, on appeal, in bankruptcy proceedings, and in any post judgment collection actions, if applicable.

35. Credit Report Direct Disputes

If you have a direct dispute with us regarding your liability for a credit account or other debt, the terms of a credit account or other debt, your performance or other conduct concerning an account, or any other information contained in a consumer report regarding a BECU Account or relationship that bears on your creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, please provide information about your direct dispute to us at the following address:

BECU
Credit Report Dispute M/S 1082-2
P.O. Box 97050
Seattle, WA 98124

Please include the following information in your direct dispute:

a. Sufficient information to identify the Account or relationship that is in dispute, including the Account number and your name, address, and date of birth;

b. Specific information that you are disputing and an explanation of the basis for the dispute; and

c. All supporting documentation or other information reasonably required to substantiate the basis of your dispute (e.g., a copy of the consumer report containing the allegedly inaccurate information; a police report; affidavits; court order; or Account statements).

II. FUNDS AVAILABILITY POLICY

1. Your Ability to Withdraw Funds

We are providing this disclosure to help you determine when funds deposited into the Business Checking Account are available for withdrawal.

Any deposited check, cashier's check, draft, or money order that is drawn on a bank outside of the U.S or is issued in any currency other than U.S. dollars (Foreign Item) is exempt from this Funds Availability Policy. Availability of funds from deposited Foreign Items will be delayed for the time it takes us to collect the funds from the paying financial institution and may take anywhere from several weeks to several months before such deposits will be made available to you.

If the Foreign Item you deposited is returned unpaid for any reason, we will deduct from your Accounts the amount of the Foreign Item plus any charges and fees associated with the Foreign Item regardless of who assessed the charges and fees. We will use the applicable exchange rate in effect at the time of the return, which may be different from the exchange rate originally used at the time of deposit.

Unless otherwise indicated below in section 2(a), "Exception Holds," or 2(b), "Account Status," our policy is to make funds from cash and check deposits available on the same business day we receive them. Once the funds are available, they can be withdrawn and we will use them to pay items debiting the Business Member's Account. In some cases, we will not make all the funds deposited by check available on the same business day that we receive them. If funds are deposited directly with a BECU employee and we are not going to make all the funds available on the day of receipt, we will provide notification at that time and will tell the authorized individual when the funds will be available. If the funds are not delivered directly to a BECU employee, the funds are not deposited by an authorized individual, or we decide to take this action after you have left BECU's premises, we will mail you a notice by the business day after we receive the deposit. If you need the funds right away, you should ask when they will be available.

For determining funds availability, every day is a business day except Saturdays, Sundays, and federal holidays.

For deposits made by ACH, wire, Mobile Banking, high-speed online deposit (HSOD) services, EFTs, ATM, drop boxes, or mail, please see section 4 below.

2. Delays May Apply

a. Exception Holds

Funds delivered to us may be delayed for a longer period if:

1. We believe a check will not be paid;
2. You present checks for credit to the Business Checking Account totaling more than $8,725 on any one day;
3. You present a check that has already been returned unpaid;
4. You have overdrawn the Business Checking Account repeatedly in the last six months; or
5. There is an emergency, such as failure of communication or computer equipment.

We will notify you if your ability to withdraw funds is delayed for any of these reasons and will tell you when the funds will be available. The Business Member's funds will generally be available no later than the fifth business day after the original day of availability. Please remember that although funds may be available and they are withdrawn, you are still responsible for any problems associated with collection or presentment, such as a check that was deposited but returned to us unpaid. If you have any questions about the availability of funds from a particular check, please contact us.

b. Account Status

A new Business Member's Accounts will be subject to sections 2(a), 3, and 4, and Specific Funds Availability as indicated in section 2(c) for up to 90 days. If the Business Member is not a member in good standing, the Business Member's Account may be subject to sections 2(a), 3, and 4, and Specific Funds Availability as indicated in section 2(c) until the Business Member's membership standing improves. We will determine the Business Member's membership standing based on our analysis of the Business Member's Account history and the Business Member's overall relationship with BECU. If the Business Member's Account history with BECU meets any of the following conditions, the Business Member's Account will be subjected to sections 2(a), 3, and 4, and Specific Funds Availability as indicated in section 2(c) for one year:

1. Past-due status on a loan in a 12-month period;
2. Six or more NSFs in a 12-month period;
3. Two or more ATM deposits with empty envelopes in a 30-day period;

4. A Returned deposit because of counterfeit, lost, or stolen items, closed account, forgeries, or bogus checks; or
5. A Returned deposit for which the Business Member was the maker.

c. Specific Funds Availability

Funds deposited with a teller and payable to the Business Member from the U.S. Treasury, Federal Reserve Bank, or Federal Home Loan Bank, checks drawn on BECU, cashier's, certified, or teller's checks or postal orders payable to the Business Member will generally be made available the first business day following the business day of the deposit. Other checks will generally be made available as follows: At least the first $275 of the total combined daily deposit(s) to the Business Member's Account(s) will generally be made available on the business day of deposit and the remaining funds will generally be made available on the second business day after the day of deposit. Funds that are being held may not be used to pay items presented for payment. After funds have been withdrawn from the Business Member's Account, the Business Member remains responsible and liable for checks that were deposited to the Business Member's Account that are returned to us unpaid and for any other problems involving the Business Member's Account.

3. Special Rules for New Business Accounts

The following special rules may apply to a new Business Member's Account during the first 30 days that the Account is open. Funds from an electronic direct deposit to the Business Member's Account will be available on the day we receive the deposit. Funds from a deposit of cash, a wire transfer, and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. (For example, the checks must be payable to the Business Member, and you may be required to use a special deposit slip.) The excess over $6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first $6,725 will not be available until the second business day after the day of your deposit.

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

4. Electronic Deposits and Deposits at ATMs, at Drop Boxes, and via Mail

ACH and wire direct deposits will be available on the first business day that we receive the deposit.

Subject to section 2(b), all funds deposited by use of Mobile Banking, Online Banking, HSOD services, an ATM displaying only our "BECU" logo and no other logo (a BECU-owned ATM), a BECU drop box, or the mail will be combined with all deposit(s) made to the Business Member's Account on that day and will generally be available on the second business day after the business day of your deposit. Funds deposited (including cash or checks) at a non-BECU-owned ATM (with a non-BECU logo on the machine, and with or without a BECU logo), or at one of our shared branches, will be combined with all deposit(s) made to the Business Member's Account on that day and will generally not be available until the fifth business day after the business day of your deposit(s). But at least the first $275 of the total daily deposit(s) to the Business Member's Account will be available on the day of deposit.

For determining funds availability, every day is a business day except Saturdays, Sundays, and federal holidays. For deposits made at an ATM, if you deposit funds before 3:00 p.m. on a business day, then it is considered the day of deposit. If you deposit funds after 3:00 p.m. or on a non-business day, however, we will consider the day of deposit to be the following business day.

III. EFT SERVICES

The following outlines the Business Member's and BECU's rights and responsibilities when an authorized individual use EFT services offered or accepted by BECU for the transactions listed.

1. Services Offered or Accepted by BECU

a. ATMs

BECU's ATM, Deposit Only ATM, and Debit cards may be used at BECU-owned ATM (displaying only our "BECU" logo and no other logo), Deposit Only ATMs, and ATMs and facilities that display the logos that are shown on your card and other such machines or facilities as we may designate that are part of BECU's extensive network. You may use your Deposit Only ATM card to only make deposits, however, you may use your ATM or Debit card to do the following*:

1. Withdraw cash;
2. Make deposits;
3. Transfer funds between the Business Member's Accounts;
4. Verify Account balances; or
5. Make purchases.

* Some of these services may not be available at all ATMs.

Notice Regarding ATM Fees by Others: If you use an ATM that is not operated by BECU (with a non-BECU logo on the machine, and with or without a BECU logo), the Business Member may be charged a fee by the operator of the ATM and/or by an automated transfer network. You may be charged a fee for engaging in any of the service described above, and so may be charged multiple fees during the same ATM visit.

b. ATM and Debit Card Transactions/Automatic Billing Update Service

You may use an ATM card for deposits, for withdrawals, and to verify Account balances in any linked Business Savings or Checking Accounts. You may use a Debit card and PIN to purchase goods and services from merchants that participate in certain EFT networks and have agreed to accept your card as a means of payment. If you have a Debit card with the Mastercard logo, you may purchase goods and services from merchants that accept Mastercard, and you may also withdrawal cash as available from the linked BECU Business Member's Business Checking or Savings Account at other financial institutions participating in the Mastercard program.

You may set recurring payments or store your debit card information with merchants or other debiting parties. When changes are made to your Accounts or debit card, for example your debit card number has been changed or the expiration date has been updated, BECU may use Mastercard's Automatic Billing Updater (ABU) services to provide your updated debit card information on your behalf to participating merchants or debiting parties. This means that if your account or debit card information changes, and you decide to continue or discontinue automatic bill payments or debits from your account through your debit card, you must contact the merchant or debiting party directly and ensure the payment or debit is either canceled or continues, as you intend. If you do not contact the merchant or debiting party to manage the payment or debit, your updated debit card may or may not be used by the merchant or debiting party. BECU reserves the right to terminate or suspend, or reinstate, the functioning of the ABU service at BECU's discretion for any reason whatsoever, at any time, and without prior notice to debit card holders. If you wish to opt-out of the ABU service and to block all participating merchants or debiting parties from receiving your new account or debit card information, please call us at 800-233-2328. Your opt-out request will be completed within 5-7 business days upon receipt.

c. Telephone Banking

Telephone Banking is BECU's Integrated Voice Response or touch-tone telephone service that allows authorized individuals to do tasks such as the following:

1. Transfer funds between the Business Member's Business Checking, Business Savings, and Business line of credit accounts;
2. Make Business loan payments;
3. Find out which checks have cleared; and
4. Verify the Business Member's Account balances.

In order to access Telephone Banking, an authorized individual must request access from BECU, which may be accepted or rejected at BECU's discretion. To terminate access to Telephone Banking, please contact BECU in person, by telephone, or by letter and identify the Account you no longer want to access by Telephone Banking. If you fail to identify the specific Account you no longer want to access by Telephone Banking, BECU may terminate Telephone Banking access to all of the Business Member's BECU Accounts.

d. ACH Deposits and Withdrawals

ACH allows an authorized individual to establish preauthorized deposits and withdrawals from the Business Member's Share or Deposit Accounts. This service allows you to make or receive recurring payments.

We will process ACH transactions throughout the day, which may include debits and credits. You need to keep sufficient funds in your Accounts at all times because debits and credits may occur throughout the day. We may receive multiple deposit or credit and withdrawal or debit transactions on your Accounts in many different forms throughout each day. If a withdrawal or debit occurs when there are insufficient available funds, you may be charged an NSF fee as set forth in the BECU Business Account Disclosure, whether that transaction is processed or not. Although any subsequent deposit or credit transaction made later that same day may bring

the available account balance above $0.00, the prior NSF fee will remain on the Account. The best way to know how much money you have available to spend, and to avoid paying NSF fees, is to record and track all of your transactions closely.

e. Online Banking / Mobile Banking

Online Banking is BECU's service that allows authorized individuals to access the Business Member's Account by way of a personal computer or a mobile device, and Mobile Banking allows access by way of a mobile device or tablet to do tasks such as the following:

1. Transfer funds between accounts;
2. Make loan payments; and
3. View the history of the Business Member's Business Savings, Business Checking, and Business loan accounts.

In order to access the Business Member's Accounts through Online Banking or Mobile Banking, an authorized individual must request access from BECU, which may be accepted or rejected at BECU's discretion. To terminate access to accounts through Online Banking or Mobile Banking, please contact BECU in person, by telephone, or by letter and identify the account you no longer want to access by way of Online Banking or Mobile Banking. If you fail to identify the specific account you no longer want to access by way of Online Banking or Mobile Banking, BECU may terminate Online Banking or Mobile Banking access to all of the Business Member's Accounts.

f. Electronic Check or Draft Conversions/Electronic Returned Check Fees

Your check or draft can result in an EFT. For example:

1. You can purchase goods or pay for services and authorize a merchant or service provider to convert the Business Member's check or draft to an EFT.
2. At the time you offer a check or draft to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge if the check or draft is returned unpaid. Paying such a fee electronically is an EFT.
3. Any draft or check you give to BECU may be processed as an EFT, and funds may be withdrawn from the Business Member's Account as soon as the same day on which we receive the check. You authorize BECU to convert such an item and make the EFT.
4. If any draft or check you have given to BECU is returned or not paid for any reason, whether or not it has been processed as an EFT, you authorize BECU to collect a Returned Check Charge fee as set forth in the BECU Business Lending Rates Disclosure and to collect the fee either by charging any of the Business Member's Accounts or by processing the fee as an EFT from the Account on which the unpaid draft, check, or EFT was drawn. Your authorization to make these types of EFTs may be expressed by you orally, in writing, electronically, or by implication through provision or posting of a notice that the transaction may be processed as an EFT and your completion of the transaction.

2. Limits on Services

The following dollar amounts may apply in using the services listed above and are limited by the available balance in the Business Member's Business Checking, Business Savings, Business Money Market, or Business line of credit, less any outstanding checks, items, or ATM/Debit card authorizations not yet received or processed by us:

a. POS Cash Withdrawals and ATM Transactions

The maximum combined amount that ATM/Debit card holder(s) may withdraw from the Business Member's Account via ATM(s) will be at least $500 per day. This includes combinations of Business Checking, Business Savings, Business Money Market withdrawals, and cash-back withdrawals made via POS transactions. Your actual daily withdrawal limit will be disclosed at Account opening, and if these limits change.

b. Debit Card Transactions

The maximum combined amount that Debit card holder(s) may purchase through POS-based transactions will be at least $1,500 per day. This includes combinations of Business Checking, Business Savings, and Business Money Market withdrawals.

c. Online Banking/Mobile Banking Transactions

The daily and monthly maximum combined amounts that Online and Mobile Banking users may transfer from your Account(s) through Online and Mobile Banking are disclosed in the applicable terms and conditions governing each of those services.

d. Account Security

If we have reason to believe an ATM or Debit card holder's PIN, Online Banking, or Mobile Banking (any other) authorization code has been compromised, we do not need to give prior notice if an immediate change in account accessibility is necessary to maintain or restore the security of the account or the EFT system.

3. Fees

a. Any charges for the individual services listed under this section ("EFT Services"), other than the foreign transaction fee indicated below in paragraph (d), will be listed in the BECU Business Account Disclosure or in a separate agreement for those services to which the Business Member agrees from time to time.

b. Terms and conditions, fees, and other information for any other BECU EFT services, such as electronic bill payments, are described in the separate EFT agreements and disclosures for those products.

A fee as set forth in the BECU Business Account Disclosure will be assessed and charged to the Business Member's Account for each stop-payment request from checks written on the Business Checking Account. You may not stop payment for any POS transaction or other ATM/Debit card transaction once you have completed your transaction with the merchant.

A "Foreign Transaction" is any card purchase, web-initiated transaction or ATM or POS transaction (1) made in a foreign currency or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign Transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If at the time of your Foreign Transaction you elect for Mastercard/Plus to convert the amount into U.S. dollars for billing purposes, the amount of the charge in foreign currency will be converted into a U.S. dollar amount by multiplying the foreign charge amount by the processing day's government-mandated conversion rate or the processing day's Mastercard/Plus wholesale exchange rate. This rate may differ from the rate in effect when the Foreign Transaction occurred or when it was posted to your Account. Subject to the Mastercard/Plus operating regulations or conversion procedures in effect at the time the Foreign Transaction is processed, Mastercard/Plus may assess an additional currency conversion fee on the Foreign Transaction amount. This fee is shown on your account statement as part of the Foreign Transaction amount. BECU will refund the Mastercard/Plus currency conversion fee within three (3) business days of the posted Foreign Transaction (the actual date on which we post the refund will be subject to the transaction's posting date and processing cutoff times). The refund will be posted as a separate transaction deposited in the Account charged for the original Foreign Transaction. Paying the refund to you will be contingent on your Account being open at the time of refund.

4. Receipts and Notices

You will receive receipts and notices according to the type of service you use, so you will have a record of your EFTs.

a. Receipts

You can receive a receipt at the time your transaction is completed if you use any of the ATM, POS, or other debit transaction services. Save the receipt for your records.

b. Notices

Any notice required or appropriate will be sent to the address on record at BECU. Notices may be included with Account statements, BECU publications, or other BECU mailings. If you have agreed to accept electronic communication from us, we may send notices to you by email or other electronic means.

5. Stopping Preauthorized ACH Transfers or Reporting Errors for ACH Transactions

To stop payment of a preauthorized ACH transfer to or from any of the Business Member's accounts, to ask whether we have received a direct deposit, to report ACH errors, and to ask other ACH questions, an authorized individual may do the following:

Call us at:
206-439-5700 or
1-800-233-2328 (toll-free)

BECU Phone Business Hours:
7:00 a.m.-7:00 p.m. PST Monday-Friday 9:00 a.m.-1:00 p.m. PST Saturday

Write to us at:
BECU—Deposit and Payment Servicing

P.O. Box 97050
Seattle, WA 98124-9750

a. Stopping Preauthorized ACH Transfers

If you have told us in advance to make regular payments out of the Business Member's Accounts, an authorized individual can stop any of these payments. An authorized individual can also stop a preauthorized ACH debit transfer originating from another party. To stop any of these payments, contact us in person, by telephone, or by correspondence, using the telephone number and address given above. You must provide us your Account number, the exact dollar amount, and the name of the party that will debit your Account. We must receive your request in time for us to act on it at least three business days before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing as confirmation, so that we receive it within 14 days after you call. A fee may be assessed for each stop-payment request for a preauthorized ACH debit originating from another party as set forth in the BECU Business Account Disclosure. The fee will be debited from your Business Checking Account. If you follow these instructions and we are unable to stop the preauthorized payment or debit transfer, we will be liable for your losses or damages in accordance with the law. In no case will we be liable for any special, consequential, or punitive damages.

b. Reporting ACH Debits

If you believe any ACH debit transaction originated by another party was not properly authorized, an authorized individual must provide us notice in a time and manner that allows us a reasonable opportunity to process the return to the originating party. In general, we must receive a completed Written Statement of Unauthorized Debit by 3:00 p.m. on the business day following the day the transaction was posted to the Account. Please contact us in person or by using the telephone number above in section 5.

6. Errors and Questions about Account Statements or Receipts

If you think the Business Member's Account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, an authorized individual should contact us in person, by telephone (during BECU Phone Busines Hours), or by correspondence, using the telephone number and address given above in section 5. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared.

When you contact us, please provide the following information:

a. Tell us the Business Member's name and Account number;

b. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and

c. Tell us the dollar amount and the date 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 tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your claim or question. If we decide to do this, we may provisionally credit the Business Member's Account within 10 business days 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 send us your question or complaint in writing and we do not receive it within 10 business days, we may not credit the Account. For errors involving new Accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit the Account for the amount you think is in error.

If we determine that there is not an error, we will send the Business Member a written explanation within three business days after we finish our investigation and debit the provisional credit, as stated above. You may ask for copies of the documents that we used in our investigation.

7. Disputes with Merchants Concerning Goods and Services

You agree to settle all disputes about purchases of goods and services you make using your Debit card with the merchant that honored the card. If you are unable to settle the dispute with the merchant, we will attempt to help resolve the dispute if an authorized individual sends us a letter in which you:

a. Tell us your name, the Business Member's name, and the Account number;

b. Tell us the date, the amount, and why you are disputing the transaction, including the merchant name and location; and

c. Provide written confirmation of your attempt(s) to contact the merchant and resolve the dispute. This does not affect your rights with respect to unauthorized transfers or errors regarding the Business Member's Account.

8. Loss or Theft of Your Card or Unauthorized Use of Your Account through Electronic Means

Contact us immediately, any time of day and any day of the week, if you believe:

a. Your ATM, Deposit Only ATM, or Debit card, or PIN or Online or Mobile Banking authorization code has been lost or stolen.

Call us during business hours if you believe:

a. A transfer has been made using the information from the Business Member's check without permission; or

b. Someone has withdrawn or may withdraw money from the Business Member's Account without your permission.

Call us at:

206-439-5700 or

1-800-233-2328 (toll-free)

BECU Phone Business Hours:

7:00 a.m.-7:00 p.m. PST Monday-Friday 9:00 a.m.-1:00 p.m. PST Saturday

Evenings or Weekends: A prerecorded message will provide after-hours contact information.

Write to us at:

BECU—Account Servicing

P.O. Box 97050

Seattle, WA 98124-9750

9. Business Member and Business Owner Liability for Lost Cards and Unauthorized Use

The Business Member and all Business Owners are jointly and severally liable for all authorized transfers using an ATM, Deposit Only ATM, or Debit card, or PIN, or authorization code to access the Business Member's Deposit or Share Accounts under this Agreement. If a card holder permits other persons to use an ATM, Deposit Only ATM, or Debit card, or PIN, or authorization code linked to the Business Member's Accounts, the Business Member and all Business Owners are responsible for any transactions authorized or conducted by the persons using the ATM, Deposit Only ATM, or Debit card, or PIN, or authorization code. But tell us at once if you believe anyone has used your card or access code or has accessed the Business Member's Accounts without your authority. Telephoning is the best way of keeping possible losses down. You could lose all the money in the Business Member's Account (plus the maximum of any line of credit linked to the Account). If you tell us within two business days after you learn of the unauthorized use of the Business Member's Account or card, you can lose no more than $50 if someone withdraws funds from the Business Member's Account with your card without your permission. If you do not tell us within two business days after you learn of the unauthorized use of the Business Member's Account or card, and we can prove that we could have stopped someone from accessing the Account without your permission if you had told us, the Business Member could lose as much as $500. If the Business Member's Account statement shows EFT transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was made available to you, the Business Member and all Business Owners may be liable for all other unauthorized EFT transactions up to the full amount of the loss if we can prove that we could have stopped someone from making the transfers if you had told us in time.

10. Unauthorized Mastercard Debit Card Purchase Transactions

If you notify us of your lost or stolen card within 24 hours of discovery and meet certain conditions, the Business Member and Business Owners may not be liable for any losses. This zero liability will apply only if:

a. You can demonstrate that you have exercised reasonable care in safekeeping your card from risk of loss or theft;

b. You have not reported two or more incidents of unauthorized use to us within the preceding 12 months; and

c. The Business Member's Account is in good standing.

d. If you notify us of your lost or stolen card after 24 hours of discovery or do not satisfy the conditions set forth above, the Business Member and Business Owners' maximum liability for losses to the Account may be up

to $50. These liability limits will apply as long as you did not receive a benefit or the unauthorized use of your card was by someone without actual, implied, or apparent authority; otherwise, the liability limits set forth above may apply.

11. BECU's Liability if Transfers or Transactions Are Not Made as Agreed

If we do not complete a transfer to or from the Business Member's Business Savings, Business Checking, or line of credit account in the correct amount according to our agreement with you, we will be liable for any direct loss or damage. In no case, however, will we be liable for any special, consequential, or punitive damages.

Additionally, we will not be liable if:

a. Through no fault of ours, the Business Member does not have enough money in the Account to make the transfer;

b. The transfer exceeds the limit on the Business Member's linked line of credit account;

c. he ATM where you are making the transaction does not have enough cash;

d. The terminal did not work properly;

e. Circumstances beyond our control (such as natural disasters, acts of God, or war) prevent the transaction, despite reasonable precautions we have taken;

f. The error was caused by a system of an affiliated network and/or business partner or other non-BECU machine (with a non-BECU logo on the machine, and with or without a BECU logo) or facilities;

g. Any other financial institution or any other merchant or business refuses to honor your ATM/Debit card; or

h. Other exceptions stated in agreement(s) we have with the Business Member apply.

12. Disclosure of Account Information

We regard your business with us and information about the Business Member's Account as confidential. But BECU may disclose information to third parties regarding your Account or transfers under the following special circumstances and in accordance with our Privacy Policy:

a. When it is necessary for completing transfers;

b. In order to verify the existence and condition of the Business Member's Account for a third party, such as a credit bureau or merchant;

c. In order to comply with government agency or court orders; or

d. If you gave us your written permission.

13. BECU's Business Days

Our business days are Monday through Friday, excluding legal holidays.

14. Termination of the Business Account Agreements

We agree that authorized individuals may terminate this Agreement at any time by giving written notice, stopping the use of any access code, and returning to us all cards issued in connection with this Agreement. You also agree to notify any participating merchants that authority to make bill payment transfers, or any other preauthorized transfer arrangement, has been revoked. We may terminate this Agreement at any time by notifying you orally or in writing. Whether you or BECU terminates this Agreement, the termination will not affect the Business Member's obligations under this Agreement for any EFTs made before termination.

15. General Safety Precautions When Using ATMs

a. General Safety

1. Be aware of your surroundings. Avoid poorly maintained or poorly lighted locations. If you see anyone or anything suspicious, leave the area immediately.
2. Be aware of your surroundings when using an ATM or night deposit facility after dark.
3. Be prepared. Have your card ready before approaching the ATM.
4. Shield the ATM keyboard with your body so that others cannot observe you entering your PIN.
5. Cancel the transaction and put away your card if a suspicious situation develops.
6. Put away your money and receipt right after the transaction is complete. Count the cash later.
7. If you are followed after leaving an ATM, go to a heavily populated, well-lighted area and call the police.

b. At Drive-Up ATMs

1. While waiting in line, keep the engine running, the doors locked, and the windows up.
2. Leave enough room between cars to allow for a quick exit, if necessary.

c. Card-Smart Tips

1. Memorize your PIN. Never write it on your card or anything you carry with your card.
2. Never tell your PIN to anyone.
3. Be wary of giving out account information over the phone.
4. Do not withdraw money for an "official" person. No official would ask you to withdraw money for any reason.
5. Keep your transaction receipts and verify each one against your statements. If you find an unexplained transaction, notify BECU immediately.
6. Report a lost or stolen card to BECU as soon as you discover that it is missing.

IV. RULES REGARDING CERTAIN FUNDS TRANSFERS

Certain transfers of funds in or out of the Business Member's Accounts are governed by federal Regulation J, rules of the National Automated Clearing House Association (NACHA), or the Electronic Funds Transfer Act. Generally, these are business-purpose wire transfers that you ask us to make from the Business Member's Accounts or someone else asks a bank to make to the Business Member's Accounts. Some transfers of funds between Accounts may also be governed by these rules.

1. Law Governing ACH Transactions

We may accept payments to the Business Member's accounts that have been transmitted through one or more ACH transactions and that are not subject to the Electronic Funds Transfer Act. The Business Member's rights and obligations with respect to these payments are subject to NACHA operating rules that apply to ACH transactions involving the Business Member's Account.

2. Law Governing Wire Transfer Transactions

We may accept payments to the Business Member's accounts that have been sent by Fedwire (an electronic payments system operated by the Federal Reserve System), or we may send a payment from the Business Member's accounts through this system to someone else if you ask us to send a funds transfer. The Business Member's and Business Owner's rights and obligations with respect to payments that involve Fedwire are governed by federal Regulation J.

3. Specific Rules and Regulations

You agree to abide by the rules and regulations that we, the Federal Reserve System, and various automated clearinghouses have established for originating or accepting funds transfers. These rules and regulations are amended from time to time, and you agree to abide by these amendments in order to use or accept the funds transfer services offered by BECU.

4. Notice of Receipt of Payment

Under NACHA rules, we are not required to give next-day notice to you of receipt of an ACH funds transfer. You expressly agree that we do not need to give you next-day notice of the receipt of any funds transfer accepted on the Business Member's behalf, whether governed by NACHA rules, Regulation J, or other law. Instead, we will notify you of the receipt of ACH transfers in the Business Member's periodic statements. Additionally, an authorized individual may call us for funds transfer information or access the current account information by using Telephone Banking or Online Banking.

5. Provisional Payment Only

Credit that we give the Business Member with respect to any funds transfer or credit entry is provisional until we receive final settlement for the entry. You are hereby notified and agree that if we do not receive final settlement, we are entitled to a refund of the amount credited to the Business Member in connection with the entry. In that instance, the originator of the funds transfer (the party making payment to the Business Member) will be deemed not to have paid the Business Member the amount of the entry.

6. Reliance on Account Number

When processing an ACH funds transfer, we will rely on the account number or other identifying number transmitted with the funds transfer even if the number identifies a person or entity different from the named beneficiary. When processing a wire funds transfer, we will rely on the account number or other identifying number, and the beneficiary's name transmitted with the funds transfer.

7. Reliance on Routing Number

If you give us a payment order requesting a funds transfer that identifies any bank in the funds transfer by name and by a routing number or other identifying number, a receiving bank in the funds transfer chain may rely on that number as the proper identifying number even if it identifies a bank different from the named bank.

8. Declared Dividend/Interest Rate

You agree that if we are obligated to pay the Business Member dividends/interest under laws governing funds transfers, the rate of dividends/interest to be paid will be the rate of dividends/interest paid on either:

a. The BECU account from which the funds were transferred or should have been transferred; or

b. The BECU account to which the proceeds of the funds transfer were credited or should have been credited.

9. Security Procedures

You agree that we may use security procedures to detect unauthorized requests for funds transfers before accepting your request. We will not use such security procedures for transfers between the Business Member's Accounts with us, unless we specifically agree to do so.

These security procedures, which you agree are commercially reasonable, will be either a call-back or a request for personal photo identification (such as a driver's license) or some other industry standard procedure. Your use of any security procedure constitutes your additional agreement to its use and your acceptance of it as a commercially reasonable procedure. You agree that we may vary the security procedure depending on the amount and type of funds you request transferred or the method you use to make the request. You agree that if we act in good faith on your request for a funds transfer in compliance with these security procedures, the transfer will be treated as an authorized funds transfer, whether or not actually authorized by you.

FEDERALLY INSURED BY THE NCUA
BECU 6516 SEPTEMBER 2026

800-233-2328
becu.org

PO Box 97050, Seattle, WA 98124 9750